

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 15, 2023, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Daniel Vander Klok, Resurrection Life Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the May 1, 2023 Regular Meeting, the May 1, 2023 Closed Session and the May 8, 2023 Work Session

7) Approval of Agenda

8) Public Hearings

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

7:01 p.m. To Confirm the Necessity of Special Assessment Roll #23-816 for the Cost of Maintaining Roger B. Chaffee Memorial Blvd. Medians

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

1. Police Week – May 14-20, 2023

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

23-07 Acceptance of a Temporary Permit for 1150 Gezon Parkway SW
(WD-Hitson, LLC)

23-08 Acceptance of an Easement for 5722 Metro Way SW
(The Young Men's Christian Association of Greater Grand Rapids)

13) Budget Amendments

14) Consent Agenda

All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.

- a) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Die-Matic Tool & Die, Inc. in the City of Wyoming (June 5, 2023 at 7:01 p.m.)

15) Resolutions

- b) Adopting Fiscal Year 2023-24 Wyoming City Budget and Property Tax Levy to be Known as the City's 2023-24 General Appropriations Act
- c) To Amend a Portion of the City of Wyoming Fee Schedule
- d) To Approve the Grand Valley Regional Biosolids Authority FY2024 Budget
- e) To Approve the 2024 Street and Utility Capital Improvement Program
- f) To Approve the 2023-2024 Budget for the Wyoming Downtown Development Authority
- g) To Approve an Employment Contract Between the Wyoming Fire Fighters Association and the City of Wyoming and to Authorize the Mayor and City Clerk to Sign
- h) To Confirm Special Assessment Roll #23-816 for Annual Maintenance Costs for Roger B Chaffee Blvd Medians
- i) To Adopt a Final Project Planning Document for Water System Improvements and Designate an Authorized Project Representative

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

- j) To Approve and Authorize the Mayor and City Clerk to Sign a Multi-Party Agreement to Serve Certain Wyoming Parcels with Utility Services
- k) Approving and Authorizing Signing, Payments for, and Recording of 3rd Transmission Main Project Easements
- l) To Approve and Direct the Mayor and City Clerk to Sign the 2nd Amendment to a Trail Design Contract with Progressive AE
- m) To Approve Change Order Number One and Change Order Number Two for the Gezon, Ideal, Jackson, Kelloggsville, and Prairie Parks Security Camera System Project
- n) To Enter into a Contract for Youth Soccer Program Services with Michigan Power Futbol Academy (MPFA)
- o) To Authorize the Purchase of Hot Rubber Crack Sealer and Material for Concrete Joint Repair
- p) To Authorize the Purchase of a Portable Distracted Drunk Driving Simulator (Budget Amendment No. 66)
- q) To Accept a Quote for the Purchase of Network Servers
- r) To Approve Renewals of Software Licenses, Hardware Maintenance Contracts, and Software Maintenance and Support Contracts
- s) To Authorize the Purchase of a Watchguard Firewall
- t) For Award of Bids
 - 1. Parks and Recreation Five Year Master Plan
 - 2. Wyoming Senior Center HVAC Replacements

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

PROCLAMATION

***POLICE WEEK
May 14-20, 2023***

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, the police department of Wyoming has grown to be a professional and progressive law enforcement agency which consistently provides a vital public service with integrity and excellence; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, do hereby proclaim May 14-20, 2023, as

POLICE WEEK

in the City of Wyoming. I call upon all citizens to observe this week with appropriate ceremonies in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, have established an enviable and enduring reputation for preserving the rights and security of all citizens.

***KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan***

May 15, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-07

Subject: Acceptance of a Temporary Permit for
1150 Gezon Parkway, SW (WD-Hitson, LLC)

Councilmembers:

WD-Hitson, LLC, owner of 1150 Gezon Parkway, SW, has submitted the following described Temporary Permit. The Temporary Permit will allow required access for construction and grading purposes. The Temporary Permit area is shown on the attached Estimate of Just Compensation form. This Temporary Permit is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	WD-Hitson, LLC
Parcels:	41-17-35-401-004
Right-of-way Size	9,255 sf – Temporary Permit
Consideration:	\$7,265.18

It is recommended that the City Council accept the attached Temporary Permit, which has been approved as to form by the City Attorney.

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Temporary Permit
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

TEMPORARY PERMIT
Parcel No. 41-17-35-401-004

The Grantor, **WD-Hitson, LLC**, a Michigan limited liability company, whose address is 1150 Gezon Parkway, SW, Wyoming, MI 49509 for the consideration of Seven Thousand Two Hundred Sixty-Five Dollars and 18 Cents (\$7,265.18), the receipt and adequacy of which is acknowledged, grants and conveys to the CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street, SW, Wyoming, MI 49509 a temporary permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the Gezon Parkway and 54th Street Improvement Project from Byron Center Ave SW to Division Ave S. All areas disturbed by the work in the Temporary Permit Area will be properly restored. The Temporary Permit Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Gezon Parkway and 54th Street Improvement Project from Byron Center Avenue to Division Avenue, including restoration of the Temporary Permit Area. The permit is effective from the start of construction for one year, but not later than June 1, 2025.

DATED: 04/27/23

GRANTOR:
WD-Hitson, LLC


By: TIMOTHY P. HITSON
Its: MEMBER

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

Approved as to form:

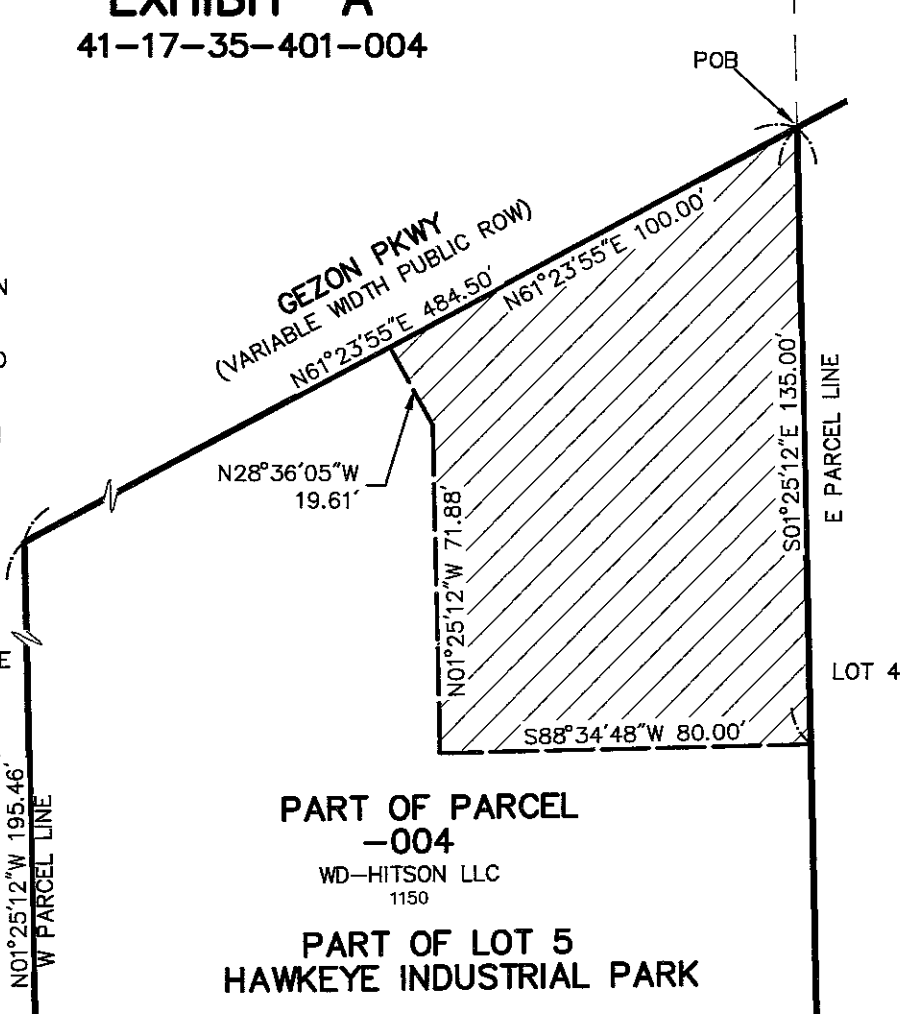
Scott G. Smith, City Attorney

EXHIBIT "A"

41-17-35-401-004

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-232044):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN
 THAT PART OF LOT 5, HAWKEYE INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 96, PAGE 18, KENT COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH $01^{\circ}25'12''$ WEST 195.46 FEET ALONG THE WEST LINE OF SAID LOT 5; THENCE NORTH $61^{\circ}23'55''$ EAST 484.50 FEET ALONG THE SOUTHERLY R.O.W. LINE OF GEZON PARKWAY; THENCE SOUTH $01^{\circ}25'12''$ EAST 356.78 FEET ALONG THE WEST LINE OF SAID LOT 4; THENCE SOUTHWESTERLY 94.25 FEET ALONG THE NORTHWESTERLY R.O.W. LINE OF NORTH HAWKEYE COURT ON A 60.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH $43^{\circ}34'45''$ WEST 84.85 FEET; THENCE SOUTH $88^{\circ}34'48''$ WEST 371.00 FEET ALONG THE SOUTH LINE OF SAID LOT 5 TO THE PLACE OF BEGINNING.



PART OF PARCEL -004

WD-HITSON LLC
1150

**PART OF LOT 5
HAWKEYE INDUSTRIAL PARK**

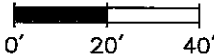
PROPOSED TEMPORARY PERMIT DESCRIPTION:

PART OF LOT 5, HAWKEYE INDUSTRIAL PLAT, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH $01^{\circ}25'12''$ WEST 195.46 FEET ALONG THE WEST LINE OF SAID LOT TO THE SOUTH LINE OF GEZON PARKWAY; THENCE NORTH $61^{\circ}23'55''$ EAST 484.50 FEET ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF THE SUBJECT PARCEL AND THE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}25'12''$ EAST 135.00 FEET ALONG THE EAST LINE OF SAID PARCEL; THENCE SOUTH $88^{\circ}43'48''$ WEST 80.00 FEET; THENCE NORTH $01^{\circ}25'12''$ WEST 71.88 FEET; THENCE NORTH $28^{\circ}36'05''$ WEST 19.61 FEET TO THE SOUTH LINE OF GEZON PARKWAY; NORTH $61^{\circ}23'55''$ EAST 100.00 FEET THENCE ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 9255 SQUARE FEET



SCALE : 1" = 40'



DUST - 220948_Surveying - 004 TEMP PERMIT - Feb. 27, 2023 - 08:58am

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com

t. (616) 364-8491
f. (616) 364-6955
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 35
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN

Date : 02/22/2023
Project No. 2220948

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1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA: Permanent Parcel No.: 41-17-35-401-004

Parcel: WD-Hitson, LLC

Land Use: Industrial – Improved


Address: 1150 Gezon Parkway, SW

Zoning: 301

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Temporary Permit:</u> An irregular piece of property located adjacent to Gezon Parkway as shown on sketch.</p> <p>Area: 9255 sft</p> </div>	<p>SKETCH: North</p>
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COMPUTATION OF VALUE:	
LAND ACQUISITION, TEMPORARY PERMIT	
9255 sft. (Area) X \$ 7.85 /sft x 10% = \$ 7,265.18	\$ 7,265.18


REMARKS:

Signed: 
Land Matters
Deborah S. Poeder

for information call 616.791.9805

\$ 7,265.18

Agreed to by: WD-Hitson, LLC


By: TIMOTHY P. HITSON
Its: MEMBER

May 15, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-08

Subject: Acceptance of an Easement for
5722 Metro Way, SW (The Young Men's Christian Association of Greater Grand
Rapids)

Councilmembers:

The Young Men's Christian Association of Greater Grand Rapids (YMCA), owner of 5722 Metro Way, SW, has submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to construct sidewalk and ADA ramps. The Easement area is shown on the attached Estimate of Just Compensation form. This Easement is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	The Young Men's Christian Association of Greater Grand Rapids
Parcels:	41-17-34-376-069
Right-of-way Size	273 sf – Easement
Consideration:	\$2,143.05

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

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Easement
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema

Kent Vanderwood, Mayor

RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-34-376-069

The Young Men's Christian Association of Greater Grand Rapids, a Michigan nonprofit corporation, 475 Lake Michigan Drive, NW, Grand Rapids, MI 49504 (**Grantor**), in exchange for the payment of Two Thousand One Hundred Forty Three Dollars and Five Cents (\$2,143.05), the adequacy and receipt of which are acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**), subject to all currently existing reservations, restrictions, easements, encumbrances, mortgages (as modified by the attached Mortgagee Consent) and other matters affecting the Easement Area (herein defined) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A (the Easement Area)** for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, , but not limited to, all appurtenant or related lighting, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. After completion of any work permitted pursuant to the terms of this Easement, the City shall, at its cost, restore the land affected by the work to a reasonable and safe condition.
4. Grantor shall not place or construct anything within the Easement Area that will materially interfere with the use of the Easement Area without City's prior written consent
5. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

DATED: _____

Approved as a form:

Attorney for the City of Wyoming

MORTGAGEE CONSENT

The undersigned, being the owner and holder of a Mortgage dated as of November 1, 2016 and recorded at Instrument No. 20161130-0105437, Kent County Records, against the real estate more particularly described therein (which includes the Easement Area), in consideration of the benefits to be derived from the easement granted in the foregoing Right-of-Way Easement (the "Easement"), to which this Mortgagee Consent is attached, hereby consents to the terms and conditions of the Easement and its recordation in the office of the Register of Deeds of Kent County, Michigan.

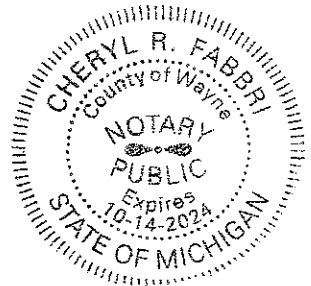
Executed as of this 1st day of May, 2023.

U.S. Bank Trust Company, National Association
(formerly known as U.S. Bank National Association),
Master Trustee

By: [Signature]
Name: Kelli Lambrix
Title: Vice President

Acknowledged before me, a Notary Public, on May 1, 2023 by Kelli Lambrix as the Vice President of U.S. Bank Trust Company, National Association (formerly known as U.S. Bank National Association), Master Trustee, a national banking association, for and on behalf of such national banking association as Master Trustee.

[Signature]
Name: Cheryl R Fabbrì
Notary Public, Wayne County, MI
Acting in Wayne County, MI
My Commission Expires: 10-14-2024



Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

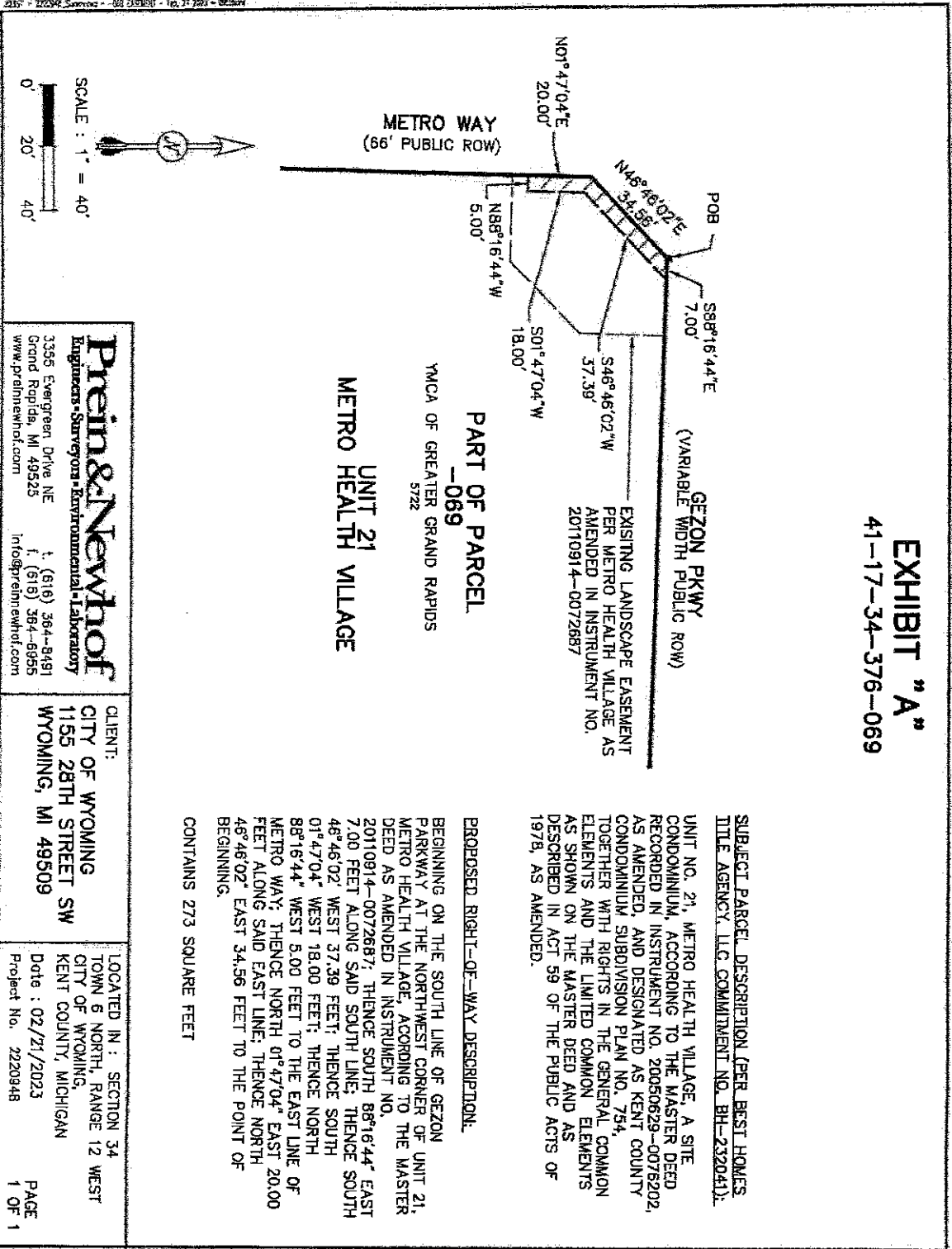
When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

EXHIBIT A

Legal Description of the Easement Area

Please see attached,

EXHIBIT "A"
41-17-34-376-069



SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY LLC COMMITMENT NO. BH-232041):

UNIT NO. 21, METRO HEALTH VILLAGE, A SITE CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN INSTRUMENT NO. 20050629-0078202, AS AMENDED, AND DESIGNATED AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 734, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PROPOSED RIGHT-OF-WAY DESCRIPTION:

BEGINNING ON THE SOUTH LINE OF GEZON PARKWAY AT THE NORTHWEST CORNER OF UNIT 21, METRO HEALTH VILLAGE, ACCORDING TO THE MASTER DEED AS AMENDED IN INSTRUMENT NO. 20110914-0072687; THENCE SOUTH 88°16'44" EAST 7.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 46°46'02" WEST 37.39 FEET; THENCE SOUTH 01°47'04" WEST 18.00 FEET; THENCE NORTH 88°16'44" WEST 5.00 FEET TO THE EAST LINE OF METRO WAY; THENCE NORTH 01°47'04" EAST 20.00 FEET ALONG SAID EAST LINE; THENCE NORTH 46°46'02" EAST 34.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 273 SQUARE FEET

Prein & Newhof
Engineers - Surveyors - Environmental - Laboratory
 3356 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t: (616) 364-8491
 f: (616) 364-6855
 info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 34
 TOWN 6 NORTH, RANGE 12 WEST
 CITY OF WYOMING,
 KENT COUNTY, MICHIGAN
 Date : 02/21/2023
 Project No. 2220948
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 1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:

Permanent Parcel No.: 41-17-34-376-069

Parcel: The Young Men's Christian Association of
Greater Grand Rapids
Address: 5722 Metro Way, SW

Land Use: Commercial -
Improved
Zoning: 201

ACQUISITION DESCRIPTION:

Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.

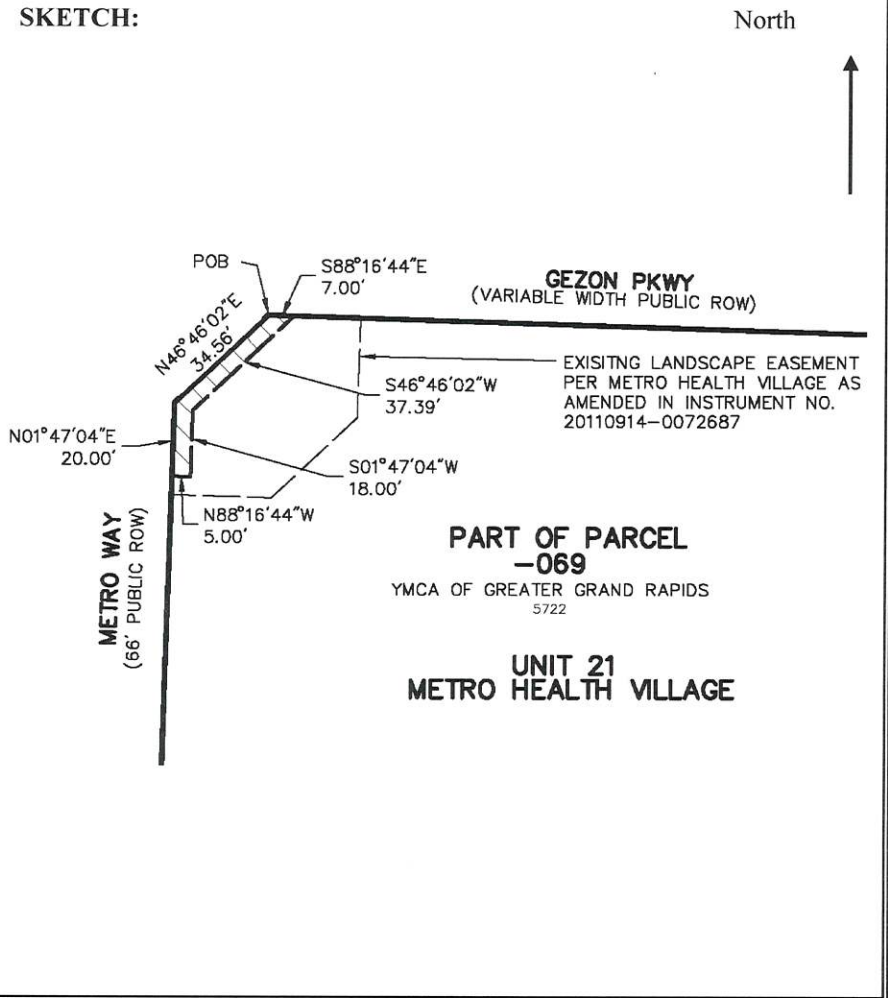
Summary of Costs:

Easement:

An irregular piece of property located adjacent to Metro Way & Gezon Parkway as shown on sketch.

Area: 273 sft

SKETCH:



COMPUTATION OF VALUE:

LAND ACQUISITION, EASEMENT

273 sft. (Area) X \$ 7.85 / sft = \$ 2,143.05

\$ 2,143.05

REMARKS:

Deborah S. Poeder

\$ 2,143.05

Signed:

Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: The Young Men's Christian Association of Greater Grand Rapids

Samuel Petersen

By:

Its:

05.15.23
City Manager/JS

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
DIE-MATIC TOOL & DIE, INC.
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District number 251, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 19697 on June 19, 2000.
2. Die-Matic Tool & Die, Inc. has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to their facility located within Industrial Development District number 251, with an estimated cost of \$1,900,000 for real property to be located at 4309 Aldrich Ave, SW, Wyoming, MI 49509.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Die-Matic Tool & Die, Inc., for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on Monday, June 5, 2023 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Exhibit A – Legal Description

Resolution No. _____

STAFF REPORT

Date: April 5, 2023
Subject: Die-Matic Tool & Die, Inc., 4309 Aldrich Ave SW
From: Jennifer Stowell, Administrative Assistant to the City Manager
Meeting Date: May 15, 2023

Recommendation:

Staff recommends a 12 year IFT abatement be granted to Die-Matic Tool & Die, Inc., based on the City of Wyoming’s Economic Development Policy.

Community, Safety Stewardship:

Die-Matic Tool & Die, Inc. has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Approval of this application will help retain and expand a local industrial company, encourage continued investment by Die-Matic Tool & Die, Inc., and provide additional employment opportunities to the area.

Discussion:

Die-Matic Tool & Die, Inc. has conducted business in the City of Wyoming for 55 years and is requesting the approval of an Industrial Facilities Exemption Certificate. Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	4309 Aldrich Ave SW, Wyoming, MI 49509
Personal Property:	\$ 0.00
Real Property:	\$ 1,900,000.00
Estimated Jobs:	New Jobs: 7-9 Jobs Retained: 42
Starting date of project:	June 1, 2023

Project Summary:

Die Matic Tool & Die, Inc. manufactures metal stamping dies for the automotive industry. Their plan is to renovate their building and purchase additional equipment. They currently employ 42 people and plan to add another 7-9 people upon completion of their \$1,900,000 project.

Exhibit A

Legal Description for 4309 Aldrich Avenue, SW

411724301048 PART OF SW 1/4 OF SEC 24 T6N R12W & PART OF MOLLERE'S PLAT & PART OF VACATED PORTION OF ALDRICH AVE DESC AS - COM AT SW COR OF SEC TH S 87D 36M E ALONG S SEC LINE 362.29 FT TH N 39D 00M E 323.68 FT TH S 87D 36M E 20.46 FT TO E LINE OF W 586.65 FT OF SW 1/4 TH N 00D 00M PAR WITH W SEC LINE 207.82 FT TO BEG OF THIS DESC - TH N 00D 00M 358.20 FT TO A PT 830.31 FT N ALONG W SEC LINE & 586.65 FT S 87D 11M E FROM SW COR OF SEC TH S 87D 11M E 326.89 FT TO WLY LINE OF FORMER PENNDEL RR R/W /100 FT WIDE/ TH ELY ALONG SD RR R/W TO WLY LINE OF HWY US131 TH SWLY ALONG SD WLY LINE TO N LINE OF 44TH ST TH W ALONG N LINE OF SD ST 49.90 FT TO A PT 728.65 FT N 87D 57M 00S E ALONG S SEC & 50.0 FT N 2D 03M 00S W FROM SW COR OF SEC TH N 2D 03M 00S W 25.0 FT TH N 46D 31M 05S E 83.12 FT TH N 24D 45M 22S E 221.45 FT TO E LINE OF LOT 103 OF SD PLAT TH N 4D 29M 00S W ALONG ELY LOT LINE 33.43 FT TO NE COR OF SD LOT 103 TH N 85D 31M 00S E 33.0 FT TO CL OF VACATED ALDRICH AVE TH NLY ALONG SD CL TH N ALONG SD CL TO A PT 1.0 FT N FROM S LINE OF LOT 100 OF SD PLAT EXT E TH W TO A PT 1 FT N FROM SE COR OF SD LOT 100 TH S 1 FT TH W TO BEG EX COM 728.65 FT N 87D 57M 00S E & 50.0 FT N 2D 03M 00S W FROM SW COR OF SEC TH N 2D 03M 00S W 9.00 FT TH N 76D 54M 03S E 61.55 FT TH S 24D 45M 22S W 23.30 FT TH S 87D 57M 00S W 49.90 FT TO BEG * SPLIT ON 11/14/2007 FROM 41-17-24-301-042;

RESOLUTION NO. _____

RESOLUTION ADOPTING FISCAL YEAR 2023-24 WYOMING CITY BUDGET
AND PROPERTY TAX LEVY TO BE KNOWN AS THE CITY’S 2023-24
GENERAL APPROPRIATIONS ACT

WHEREAS:

1. Section 8.2 of the City Charter of the City of Wyoming (“Charter”) and section 14 of the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 *et seq.* (the “UBA Act”), require the City Manager to prepare and submit to the City Council in April of each year a recommended budget for the next fiscal year and the City Manager presented the proposed budget for the 2023-24 fiscal year in accordance with those requirements.
2. Section 8.3 of the Charter and section 16 of the UBA Act require the City Council to hold a public hearing on the proposed budget and Section 16 of the UBA and 1963 (2nd Ex. Sess.) PA 43 require notice of that budget public hearing to be published in a certain form.
3. The City Council held a public hearing on the proposed budget at its May 1, 2023 meeting.
4. The following day, May 2, 2023, City electors approved the levy of up to 1.5 mills for fire, law enforcement and first responder purposes.
5. Section 8.4 of the Charter requires the City Council to adopt the budget for the next fiscal year by a resolution adopted not later than its second meeting in May of each year, section 16 of the UBA Act requires the City Council to pass a general appropriations act, and both the City Charter and the UBA Act require appropriations of funds to meet budgeted expenditures using estimated revenues and fund balances and to levy *ad valorem* property taxes for the next fiscal year by establishing the millage rates.
6. As shown in the following table, the City Manager proposed that for FY24 ad valorem property taxes be levied at rates that, after adjustment by the “Headlee Amendment” millage reduction fraction of 1.0000 are slightly higher or slightly lower than the rates that would be levied if the separate 0.9408 base tax rate fraction (the oft-called “truth in taxation factor”) was applied:

Authority & Purpose	FY 2023 Levy	BTRF Applied	Tax Rate Differential	Proposed Tax Levy FY 2024
City Charter §9.1				
General Operations	4.7206	4.4411	0.2795	4.7206
Fire, Law Enforcement and First Responders	0.000	0.0000	0.0000	1.5000
Capital Projects	1.4960	1.4074	0.0886	1.4960
Parks & Recreation	1.4442	1.3587	0.0855	1.4442
Public Safety	1.2056	1.1342	0.0714	1.2056
Police Services	1.2034	1.1322	0.0712	1.2034
Fire Services	0.7219	0.6792	0.0427	0.7219
Library Operations/ Park Capital	0.3561	0.3350	0.0211	0.3561
Sidewalks	0.1926	0.1812	0.0114	0.1926
Subtotals	11.3404	10.6690	0.6714	12.8404
1917 PA 298				
Yard Waste	0.4000	0.3763	0.0237	0.4000
TOTALS	11.7404	11.0453	0.6951	13.2404

NOW, THEREFORE, BE IT RESOLVED:

1. As provided in Section 8.4 of the City Charter and in section 16 of the UBA Act, the budgets entitled, "All Fund – Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance Report" and "Annual Budget by Account Classification Report," copies of which are attached and incorporated by reference, are adopted to be administered on an activity (department or component unit) level, as the estimated revenues and general appropriations of the City of Wyoming for the fiscal year ending June 30, 2024.
2. The total mills of ad valorem property taxes to be levied and the purposes for which they are levied are as follows:

Authority & Purpose	Final Levy
Charter	
General Operations	4.7206
Fire, Law Enforcement and First Responders	1.5000
Capital Projects	1.4960
Parks & Recreation	1.4442
Public Safety	1.2056
Police Services	1.2034
Fire Services	0.7219
Library Operations/ Park Capital	0.3561
Sidewalks	<u>0.1926</u>
Charter millage rate total	12.8404
State Law	
Yard Waste	<u>0.4000</u>
TOTAL MILLAGE	13.2404

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

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

I hereby certify this Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

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

Resolution No. _____

City of Wyoming
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
Fiscal Year 2024

	Estimated Beginning Fund Balance	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund	\$ 14,327,832	\$ 44,767,744	\$ 44,037,137	\$ 730,607	\$ 15,058,439
Major Streets	4,801,155	7,916,000	9,402,007	(1,486,007)	3,315,148
Local Streets	976,442	2,563,850	2,135,969	427,881	1,404,323
Fire, Law Enforcement and First Responders	-	3,988,300	3,988,300	-	-
Public Safety	31,045	3,355,191	3,386,236	(31,045)	-
Fire	30,791	2,007,134	2,037,925	(30,791)	-
Police	1,159,147	3,365,173	3,293,201	71,972	1,231,119
Parks & Recreation	1,826,772	4,534,184	4,896,685	(362,501)	1,464,271
Sidewalk Snow Removal	276,042	538,344	491,653	46,691	322,733
Solid Waste Disposal	927,262	1,127,897	1,075,002	52,895	980,157
Building Inspections	2,244,786	1,802,500	1,919,690	(117,190)	2,127,596
Community Dev. Block Grant	-	726,934	666,885	60,049	60,049
Indigent Defense	302,527	7,304	-	7,304	309,831
Drug Law Enforcement	19,317	-	11,000	(11,000)	8,317
Federal Grants Fund	-	6,000,000	6,000,000	-	-
Capital Improvement	1,487,403	4,292,664	3,275,244	1,017,420	2,504,823
Library Maintenance	303,235	1,083,467	773,413	310,054	613,289
City Center	5,930,050	6,000,000	11,930,050	(5,930,050)	-
Sewer Bond Reserve	2,310,000	-	-	-	2,310,000
Sewer*	10,295,922	25,843,242	25,298,468	544,774	10,840,696
Sewer Total	12,605,922	25,843,242	25,298,468	544,774	13,150,696
Water*	11,113,666	26,504,915	27,223,093	(718,178)	10,395,488
Water Bond Reserve	1,700,261	-	-	-	1,700,261
Water Total	12,813,927	26,504,915	27,223,093	(718,178)	12,095,749
Motor Pool*	1,373,295	4,726,094	4,154,169	571,925	1,945,220
Motor Pool Depreciation Reserve*	4,740,994	1,940,300	2,363,001	(422,701)	4,318,293
Motor Pool Total	6,114,289	6,666,394	6,517,170	149,224	6,263,513
Capital Projects Revolving	4,053,308	546,547	1,238,936	(692,389)	3,360,919
Total	\$ 70,231,252	\$ 153,637,784	\$ 159,598,064	\$ (5,960,280)	\$ 64,270,972
Less Transfers Between Funds		(14,980,266)	(14,980,266)		
Less Admin Fee Between Funds		(4,831,563)	(4,594,402)		
Grand Total Revenue and Expenditures		133,825,955	140,023,396		

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

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2023 Estimated Amount	2024 Proposed Budget (A)	Millage Budget (B) Adjustments	2024 Proposed Budget (Final)
101 General Fund				
Revenue				
Taxes	\$ 13,797,566	\$ 14,728,471	\$ -	\$ 14,728,471
Licenses and Permits	976,477	933,854	-	933,854
Federal Grants	395,692	318,000	-	318,000
State Grants	9,339,509	9,390,638	-	9,390,638
Contributions from Local Units	322,024	309,024	-	309,024
Charges for Service	4,475,520	4,881,515	-	4,881,515
Fines and Forfeitures	1,138,000	1,000,000	-	1,000,000
Interest and Rentals	461,080	374,080	-	374,080
Other Revenues	207,228	101,500	-	101,500
Other Financing Sources	18,685,764	8,742,362	3,988,300	12,730,662
Revenue Totals	<u>49,798,860</u>	<u>40,779,444</u>	<u>3,988,300</u>	<u>44,767,744</u>
Expenditures				
Personnel Services	30,750,722	30,608,794	1,160,222	31,769,016
Supplies	833,203	951,241	275,500	1,226,741
Other Services and Charges	7,803,266	8,307,557	688,019	8,995,576
Capital Outlay	989,279	305,500	1,233,000	1,538,500
Transfers Out	10,120,668	507,304	-	507,304
Expenditure Totals	<u>50,497,138</u>	<u>40,680,396</u>	<u>3,356,741</u>	<u>44,037,137</u>
Fund Total	(698,278)	99,048	631,559	730,607
Fund Balance, Beginning	<u>15,026,110</u>	<u>14,327,832</u>	<u>14,327,832</u>	<u>14,327,832</u>
Fund Balance, Ending	<u>\$ 14,327,832</u>	<u>\$ 14,426,880</u>	<u>\$ 14,959,391</u>	<u>\$ 15,058,439</u>

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2023 Estimated Amount	2024 Proposed Budget (A)	Millage Budget (B) Adjustments	2024 Proposed Budget (Final)
Expenditure detail by program				
10100-City Council	\$ 173,378	\$ 132,247	\$ -	\$ 132,247
10300-City Council - Communication	146,250	115,600	300,000	415,600
13600-District Court	1,769,664	1,817,333	-	1,817,333
13610-District Court - Building	262,100	324,332	-	324,332
15100-District Court - Probation	488,184	268,422	-	268,422
17200-City Manager	2,077,178	1,925,178	14,950	1,940,128
20100-Finance - Accounting	970,957	1,045,376	-	1,045,376
25300-Finance - Treasurer	412,339	445,559	-	445,559
73200-Finance - Cable TV Commission	420,101	407,498	-	407,498
20900-Assessor	788,790	853,936	-	853,936
24700-Assessor - Board of Review	4,472	8,725	-	8,725
21000-Attorney - Legal Services	690,010	693,978	-	693,978
19100-City Clerk - Election	206,647	300,527	-	300,527
21500-City Clerk	586,662	616,632	-	616,632
24800-Purchasing - Central Services	115,853	73,430	-	73,430
26500-Purchasing - City Hall	1,240	1,190	-	1,190
25800-Information Technology	2,299,786	2,114,814	58,000	2,172,814
26700-Facilities Maintenance	379,822	402,255	-	402,255
30500-Police - Administration Services	1,552,705	1,553,725	-	1,553,725
30610-Police - Building	429,594	458,341	-	458,341
30700-Police - Records Management	423,058	453,581	-	453,581
31000-Police - Detective Bureau	3,114,128	3,090,393	-	3,090,393
31200-Police - Forensic Science Unit	729,015	768,327	65,000	833,327
31500-Police - Patrol	12,643,298	12,114,240	679,900	12,794,140
31504-Police - OHSP - OWI	-	-	-	-
31506-Police - OHSP - Strategic Traffic Enf	283,109	-	-	-
31600-Police - Crossing Guard	94,059	98,100	-	98,100
31700-Police - Senior Volunteer	-	-	-	-
32000-Police - Training	152,000	160,300	-	160,300
32100-Police - ACT 302 Training Funds	10,000	10,000	-	10,000
32500-Police - Communications/Dispatch	750,853	812,990	-	812,990
33400-Police - Jail	160,000	200,050	-	200,050
33700-Fire - Administration Services	707,211	885,656	-	885,656
33800-Fire - Buildings	189,541	353,468	58,000	411,468
33900-Fire - Fighting	5,553,307	5,691,385	2,059,263	7,750,648
33901-Fire - Dual Empl. Reserves	80,824	74,906	-	74,906
33902-Fire - Fighting - Paid on Call	3,486	71,954	-	71,954
34100-Fire - Prevention	362,645	341,956	29,128	371,084
42600-Fire - Civil Defense	8,725	8,850	-	8,850
40000-Planning	557,855	627,948	12,500	640,448
41000-Zoning Board of Appeals	11,350	30,005	-	30,005
72800-Economic Development	20,000	32,375	-	32,375
44100-Public Works - Administration	7,225	9,000	80,000	89,000
44612-Public Works - Kentwood Hwys/St	1,332	1,154	-	1,154
44613-Public Works - Other Govt/Agencies	2,667	2,306	-	2,306
44800-Public Works - Street Lighting	725,050	775,050	-	775,050
75300-Community Outreach Programs	10,000	-	-	-
99900-Transfers	10,120,668	507,304	-	507,304
	<u>\$ 50,497,138</u>	<u>\$ 40,680,396</u>	<u>\$ 3,356,741</u>	<u>\$ 44,037,137</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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202 Major Streets Fund

Revenue				
Licenses and Permits	\$ 335,000	\$ 335,000	\$ 340,000	\$ 340,000
Federal Grants	-	-	-	-
State Grants	7,411,826	7,411,826	7,400,000	7,413,000
Charges for Service	20,000	20,000	40,000	25,000
Interest and Rentals	37,000	37,000	89,000	72,000
Other Revenues	22,000	357,000	487,500	66,000
Other Financing Sources	-	-	-	-
Revenue Totals	7,825,826	8,160,826	8,356,500	7,916,000
Expenditures				
Personnel Services	1,345,229	1,355,379	1,245,714	1,333,750
Supplies	484,580	487,428	493,110	529,380
Other Services and Charges	1,692,230	1,692,506	1,569,569	1,729,877
Capital Outlay	3,000,000	5,496,143	7,260,000	5,809,000
Transfers Out	-	1,920,000	150,000	-
Expenditure Totals	6,522,039	10,951,456	10,718,393	9,402,007
Fund Total	1,303,787	(2,790,630)	(2,361,893)	(1,486,007)
Fund Balance, Beginning	7,163,048	7,163,048	7,163,048	4,801,155
Fund Balance, Ending	\$ 8,466,834	\$ 4,372,417	\$ 4,801,155	\$ 3,315,148
Expenditure detail by program				
46300-Street Maintenance	\$ 4,465,029	\$ 6,969,882	\$ 8,656,600	\$ 7,318,524
47400-Traffic Services	1,024,341	1,028,732	957,968	1,045,067
47800-Winter Maintenance	708,396	708,569	627,602	738,567
48300-Street Administration	324,273	324,273	326,223	299,849
48400-Transfers to Local Streets	-	1,920,000	150,000	-
	\$ 6,522,039	\$ 10,951,456	\$ 10,718,393	\$ 9,402,007

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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203 Local Streets Fund

Revenue				
Licenses and Permits	\$ 20,000	\$ 20,000	\$ 30,000	\$ 30,000
Federal Grants	-	-	-	-
State Grants	2,470,608	2,470,608	2,470,000	2,471,000
Taxes	5,130	5,130	4,000	15,650
Charges for Service	15,000	15,000	30,000	20,000
Interest and Rentals	14,800	14,800	17,000	15,700
Other Revenues	30,110	30,110	34,400	11,500
Other Financing Sources	-	1,920,000	150,000	-
Revenue Totals	2,555,648	4,475,648	2,735,400	2,563,850
Expenditures				
Personnel Services	786,076	791,617	766,474	788,481
Supplies	189,650	191,074	180,300	204,850
Other Services and Charges	1,097,515	1,097,575	1,047,987	1,133,638
Capital Outlay	500,000	3,219,975	1,273,000	9,000
Expenditure Totals	2,573,241	5,300,240	3,267,761	2,135,969
Fund Total	(17,593)	(824,592)	(532,361)	427,881
Fund Balance, Beginning	1,508,803	1,508,803	1,508,803	976,442
Fund Balance, Ending	\$ 1,491,210	\$ 684,211	\$ 976,442	\$ 1,404,323
Expenditure detail by program				
46300-Street Maintenance	\$ 1,460,902	\$ 4,185,989	\$ 2,174,205	\$ 1,029,481
47400-Traffic Services	310,232	311,971	275,538	308,890
47800-Winter Maintenance	592,883	593,056	608,884	622,478
48300-Street Administration	209,224	209,224	209,134	175,120
	\$ 2,573,241	\$ 5,300,240	\$ 3,267,761	\$ 2,135,969

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
204 Fire, Law Enforcement and First Responders Fund				
Revenue				
Taxes	\$ -	\$ -	\$ -	\$ 3,988,300
Interest and Rentals	-	-	-	-
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,988,300</u>
Expenditures				
Transfers Out	-	-	-	3,988,300
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,988,300</u>
Fund Total	-	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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205 Public Safety Fund

Revenue				
Taxes	\$ 3,119,558	\$ 3,119,558	\$ 3,119,558	\$ 3,350,191
Interest and Rentals	7,600	7,600	7,600	5,000
Revenue Totals	3,127,158	3,127,158	3,127,158	3,355,191
Expenditures				
Transfers Out	3,252,626	3,252,626	3,252,626	3,386,236
Expenditure Totals	3,252,626	3,252,626	3,252,626	3,386,236
Fund Total	(125,468)	(125,468)	(125,468)	(31,045)
Fund Balance, Beginning	156,513	156,513	156,513	31,045
Fund Balance, Ending	\$ 31,045	\$ 31,045	\$ 31,045	\$ -

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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206 Fire Fund

Revenue				
Taxes	\$ 1,868,488	\$ 1,868,488	\$ 1,868,488	\$ 2,004,134
Interest and Rentals	4,400	4,400	4,400	3,000
Revenue Totals	1,872,888	1,872,888	1,872,888	2,007,134
Expenditures				
Transfers Out	1,934,163	1,934,163	1,934,163	2,037,925
Expenditure Totals	1,934,163	1,934,163	1,934,163	2,037,925
Fund Total	(61,275)	(61,275)	(61,275)	(30,791)
Fund Balance, Beginning	92,066	92,066	92,066	30,791
Fund Balance, Ending	\$ 30,791	\$ 30,791	\$ 30,791	\$ -

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2023 Adopted Budget</u>	<u>2023 Amended Budget</u>	<u>2023 Estimated Amount</u>	<u>2024 Proposed Budget</u>
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207 Police Fund

Revenue				
Taxes	\$ 3,114,329	\$ 3,114,329	\$ 3,114,329	\$ 3,345,173
Interest and Rentals	15,000	15,000	15,000	20,000
Revenue Totals	<u>3,129,329</u>	<u>3,129,329</u>	<u>3,129,329</u>	<u>3,365,173</u>
Expenditures				
Transfers Out	<u>3,473,975</u>	<u>3,473,975</u>	<u>3,473,975</u>	<u>3,293,201</u>
Expenditure Totals	<u>3,473,975</u>	<u>3,473,975</u>	<u>3,473,975</u>	<u>3,293,201</u>
Fund Total	(344,646)	(344,646)	(344,646)	71,972
Fund Balance, Beginning	<u>1,503,793</u>	<u>1,503,793</u>	<u>1,503,793</u>	<u>1,159,147</u>
Fund Balance, Ending	<u>\$ 1,159,147</u>	<u>\$ 1,159,147</u>	<u>\$ 1,159,147</u>	<u>\$ 1,231,119</u>

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

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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208 Parks and Recreation Fund

Revenue				
Taxes	\$ 3,737,851	\$ 3,737,851	\$ 3,736,821	\$ 4,015,305
Federal Grants	167,406	1,458,678	1,458,678	-
State Grants	-	-	-	-
Contributions from Local Units	-	-	-	-
Charges for Service	341,043	342,618	275,315	376,711
Interest and Rentals	11,500	11,500	24,500	20,500
Other Revenues	37,385	37,385	37,622	121,668
Other Financing Sources	-	-	-	-
Revenue Totals	4,295,185	5,588,032	5,532,936	4,534,184
Expenditures				
Personnel Services	2,311,591	3,527,584	3,496,803	2,314,766
Supplies	124,788	155,009	149,585	152,173
Other Services and Charges	1,335,468	1,464,087	1,403,927	1,537,956
Capital Outlay	459,250	597,349	563,732	891,790
Expenditure Totals	4,231,097	5,744,028	5,614,047	4,896,685
Fund Total	64,088	(155,996)	(81,111)	(362,501)
Fund Balance, Beginning	1,907,883	1,907,883	1,907,883	1,826,772
Fund Balance, Ending	\$ 1,971,971	\$ 1,751,887	\$ 1,826,772	\$ 1,464,271

*Note that beginning in 2024, the Team 21 program will be transitioned to be under administration of the schools. This resulted in the reduction to the Federal Grant revenue and Personnel Services expenditures above.

Expenditure detail by program

67200-Parks and Rec - Public Market	\$ -	\$ -	\$ -	\$ 159,375
75200-Parks and Rec Administration	805,503	823,804	907,952	1,024,846
75600-Parks and Rec - Facilities	2,404,515	2,568,996	2,428,646	2,728,813
75800-Parks and Rec - Senior Center	397,094	422,389	397,416	482,919
76100-Recreation	456,579	483,922	504,745	500,732
76108-21st Century Cohort G	-	-	-	-
76112-21st Century Cohort K	70,307	595,734	526,099	-
76113-21st Century Cohort L-1	70,307	603,910	603,913	-
76114-21st Century Cohort L-2	26,792	245,273	245,276	-
	\$ 4,231,097	\$ 5,744,028	\$ 5,614,047	\$ 4,896,685

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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211 Sidewalk Fund

Revenue				
Taxes	\$ 498,404	\$ 498,404	\$ 500,846	\$ 534,644
Interest and Rentals	3,700	3,700	4,500	3,700
Revenue Totals	502,104	502,104	505,346	538,344
Expenditures				
Other Services and Charges	502,084	502,084	474,084	491,653
Expenditure Totals	502,084	502,084	474,084	491,653
Fund Total	20	20	31,262	46,691
Fund Balance, Beginning	244,780	244,780	244,780	276,042
Fund Balance, Ending	\$ 244,800	\$ 244,800	\$ 276,042	\$ 322,733
Expenditure detail by program				
17500-Administration	\$ 44,084	\$ 44,084	\$ 44,084	\$ 44,653
44200-Snow Removal	458,000	458,000	430,000	447,000
44210-Sidewalk Repair	-	-	-	-
	\$ 502,084	\$ 502,084	\$ 474,084	\$ 491,653

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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230 Solid Waste Disposal Fund

Revenue				
Taxes	\$ 1,034,111	\$ 1,034,111	\$ 1,040,085	\$ 1,111,832
Interest and Rentals	15,000	15,000	18,500	16,000
Other Revenues	-	-	65	65
Reimbursements	-	-	-	-
Revenue Totals	1,049,111	1,049,111	1,058,650	1,127,897
Expenditures				
Personnel Services	276,662	277,188	253,489	285,022
Supplies	2,225	2,938	1,800	6,000
Other Services and Charges	724,921	739,927	643,452	771,480
Capital Outlay	210,000	210,000	204,100	12,500
Expenditure Totals	1,213,808	1,230,053	1,102,841	1,075,002
Fund Total	(164,697)	(180,942)	(44,191)	52,895
Fund Balance, Beginning	971,453	971,453	971,453	927,262
Fund Balance, Ending	\$ 806,756	\$ 790,511	\$ 927,262	\$ 980,157

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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249 Building Inspection Fund

Revenue				
Licenses and Permits	\$ 1,566,505	\$ 1,566,505	\$ 1,978,185	\$ 1,646,550
Federal Grants	-	-	-	-
Charges for Service	42,350	42,350	50,625	44,050
Fines and Forfeitures	14,400	14,400	22,000	14,400
Interest and Rentals	16,000	16,000	31,500	25,500
Other Financing Sources	55,000	55,000	64,000	64,000
Other Revenues	8,000	8,000	8,000	8,000
Revenue Totals	1,702,255	1,702,255	2,154,310	1,802,500
Expenditures				
Personnel Services	1,365,927	1,374,491	1,465,151	1,492,429
Supplies	13,817	13,817	13,817	15,158
Other Services and Charges	333,910	335,696	343,052	364,452
Capital Outlay	7,951	7,951	7,951	47,651
Expenditure Totals	1,721,605	1,731,955	1,829,971	1,919,690
Fund Total	(19,350)	(29,700)	324,339	(117,190)
Fund Balance, Beginning	1,920,447	1,920,447	1,920,447	2,244,786
Fund Balance, Ending	\$ 1,901,097	\$ 1,890,747	\$ 2,244,786	\$ 2,127,596
Expenditure detail by program				
37100-Permits	\$ 1,086,815	\$ 1,094,078	\$ 1,118,289	\$ 1,216,621
37210-Code Enforcement-Other	280,031	281,348	289,740	302,573
37220-Code Enforcement-CDBG Eligible	103,062	103,553	154,527	104,283
37300-Rental Program	251,697	252,976	263,055	284,923
72200-Zoning and Other Programs	-	-	4,360	11,290
	\$ 1,721,605	\$ 1,731,955	\$ 1,829,971	\$ 1,919,690

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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256 Community Development Fund

Revenue				
Federal Grants	\$ 1,064,903	\$ 1,277,912	\$ 1,277,912	\$ 550,000
Interest and Rentals	12,000	12,000	12,000	-
Other Revenues	147,100	147,100	147,100	176,934
Other Financing Sources	-	-	-	-
Revenue Totals	1,224,003	1,437,012	1,437,012	726,934
Expenditures				
Personnel Services	160,589	150,151	150,151	174,510
Supplies	1,050	1,050	1,503	300
Other Services and Charges	843,433	883,661	883,661	284,579
Capital Outlay	218,931	402,151	402,151	207,496
Expenditure Totals	1,224,003	1,437,012	1,437,466	666,885
Fund Total	-	-	(454)	60,049
Fund Balance, Beginning	454	454	454	-
Fund Balance, Ending	\$ 454	\$ 454	\$ -	\$ 60,049
Expenditure detail by program				
17521-Administration 2021	\$ -	\$ -	\$ -	\$ -
17522-Administration 2022	-	-	-	-
17523-Administrative 2023	114,473	114,035	114,488	-
17524-Administrative 2024	-	-	-	145,378
69120-Rehabilitation 2020	-	-	-	-
69121-Rehabilitation 2021	-	-	-	-
69122-Rehabilitation 2022	20,000	20,000	20,000	-
69123-Rehabilitation 2023	84,128	73,690	73,690	-
69124-Rehabilitation 2024	-	-	-	66,261
69219-CDBG Activities 2019	-	3,811	3,811	-
69220-CDBG Activities 2020	147,303	186,566	186,566	-
69221-CDBG Activities 2021	5,000	103,906	103,906	-
69222-CDBG Activities 2022	303,890	437,548	437,548	-
69223-CDBG Activities 2023	549,209	497,457	497,457	-
69224-CDBG Activities 2024	-	-	-	455,246
	\$ 1,224,003	\$ 1,437,012	\$ 1,437,466	\$ 666,885

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
260 Indigent Fund				
Revenue				
State Grants	\$ -	872,624	\$ 872,624	\$ -
Contributions from Local Units	-	48,606	48,606	-
Interest and Rentals	-	-	3,000	-
Other Financing Sources	-	7,217	7,217	7,304
Revenue Totals	<u>-</u>	<u>928,447</u>	<u>931,447</u>	<u>7,304</u>
Expenditures				
Personnel Services	-	161,652	161,652	-
Supplies	-	28,699	28,699	-
Other Services and Charges	-	826,464	826,464	-
Capital Outlay	-	8,000	8,000	-
Expenditure Totals	<u>-</u>	<u>1,024,815</u>	<u>1,024,815</u>	<u>-</u>
Fund Total	-	(96,368)	(93,368)	7,304
Fund Balance, Beginning	<u>395,895</u>	<u>395,895</u>	<u>395,895</u>	<u>302,527</u>
Fund Balance, Ending	<u>\$ 395,895</u>	<u>\$ 299,527</u>	<u>\$ 302,527</u>	<u>\$ 309,831</u>

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

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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265 Drug Law Enforcement Fund

Revenue				
Fines and Forfeitures	\$ -	\$ -	\$ 2,528	\$ -
Interest and Rentals	-	-	280	-
Miscellaneous Income	-	-	-	-
Revenue Totals	-	-	2,808	-
Expenditures				
Capital Outlay	30,000	30,000	30,000	11,000
Transfers Out	-	-	-	-
Expenditure Totals	30,000	30,000	30,000	11,000
Fund Total	(30,000)	(30,000)	(27,192)	(11,000)
Fund Balance, Beginning	46,509	46,509	46,509	19,317
Fund Balance, Ending	\$ 16,509	\$ 16,509	\$ 19,317	\$ 8,317

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2023 Adopted Budget</u>	<u>2023 Amended Budget</u>	<u>2023 Estimated Amount</u>	<u>2024 Proposed Budget</u>
285 Federal Grants Fund				
Revenue				
Federal Grants	\$ 85,000	\$ 13,135,248	\$ 13,135,248	\$ 6,000,000
Revenue Totals	<u>85,000</u>	<u>13,135,248</u>	<u>13,135,248</u>	<u>6,000,000</u>
Expenditures				
Other Services and Charges	15,000	3,065,248	3,065,248	-
Capital Outlay	70,000	70,000	70,000	-
Transfers Out	-	10,000,000	10,000,000	6,000,000
Expenditure Totals	<u>85,000</u>	<u>13,135,248</u>	<u>13,135,248</u>	<u>6,000,000</u>
Fund Total	-	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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400 Capital Improvement Fund

Revenue				
Taxes	\$ 3,869,086	\$ 3,869,086	\$ 3,868,897	\$ 4,158,164
Federal Grants	-	-	-	-
Contributions from Local Units	-	-	-	-
Charges for Service	100,000	100,000	50,000	100,000
Interest and Rentals	1,000	1,000	43,000	34,500
Other Revenues	-	-	-	-
Revenue Totals	3,970,086	3,970,086	3,961,897	4,292,664
Expenditures				
Personnel Services	721,827	727,458	680,735	728,434
Supplies	7,740	9,664	8,090	10,614
Other Services and Charges	342,217	343,093	323,043	356,196
Capital Outlay	2,955,000	4,730,753	4,414,100	2,180,000
Transfers Out	-	-	-	-
Expenditure Totals	4,026,784	5,810,969	5,425,968	3,275,244
Fund Total	(56,698)	(1,840,883)	(1,464,071)	1,017,420
Fund Balance, Beginning	2,951,474	2,951,474	2,951,474	1,487,403
Fund Balance, Ending	\$ 2,894,776	\$ 1,110,591	\$ 1,487,403	\$ 2,504,823
Expenditure detail by program				
17500-Administration	\$ 1,076,784	\$ 1,085,216	\$ 1,015,968	\$ 1,100,244
45200-Storm Water Construction	250,000	426,528	30,000	175,000
50200-Major Street Construction	700,000	700,000	700,000	-
50300-Local Street Construction	-	-	-	-
54400-Local Street Construction	-	-	80,000	-
57300-Capital Outlay Watermain	2,000,000	3,599,225	3,600,000	2,000,000
99900-Transfers	-	-	-	-
	\$ 4,026,784	\$ 5,810,969	\$ 5,425,968	\$ 3,275,244

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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401 Library Maint & Capital Fund

Revenue				
Taxes	\$ 920,910	\$ 920,910	\$ 920,615	\$ 989,413
Contributions from Local Units	61,540	61,540	61,540	82,054
Interest and Rentals	1,000	1,000	15,000	12,000
Other Revenues	-	-	-	-
Other Financing Sources	-	-	-	-
Revenue Totals	983,450	983,450	997,155	1,083,467
Expenditures				
Personnel Services	95,148	95,903	100,515	95,634
Supplies	22,200	22,200	22,000	22,600
Other Services and Charges	325,902	325,910	314,086	462,179
Capital Outlay	363,750	1,701,860	1,698,110	193,000
Expenditure Totals	807,000	2,145,873	2,134,711	773,413
Fund Total	176,450	(1,162,423)	(1,137,556)	310,054
Fund Balance, Beginning	1,440,791	1,440,791	1,440,791 *	303,235
Fund Balance, Ending	\$ 1,617,241	\$ 278,368	\$ 303,235	\$ 613,289
Expenditure detail by program				
17500-Administration	\$ 67,870	\$ 67,870	\$ 67,870	\$ 191,105
26700-Facility Maintenance	739,130	739,893	728,731	582,308
75600-Parks Facility Capital Outlay	-	1,338,110	1,338,110	-
	\$ 807,000	\$ 2,145,873	\$ 2,134,711	\$ 773,413

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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496 City Center Project

Revenue				
Taxes	\$ -	\$ -	\$ -	\$ -
Contributions from Local Units	-	-	-	-
Interest and Rentals	-	-	-	-
Other Revenues	-	-	-	-
Other Financing Sources	-	10,010,000	10,010,000	6,000,000
Revenue Totals	-	10,010,000	10,010,000	6,000,000
Expenditures				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services and Charges	-	5,000	5,000	-
Capital Outlay	-	3,974,950	4,074,950	11,930,050
Expenditure Totals	-	3,979,950	4,079,950	11,930,050
Fund Total	-	6,030,050	5,930,050	(5,930,050)
Fund Balance, Beginning	-	-	-	5,930,050
Fund Balance, Ending	\$ -	\$ 6,030,050	\$ 5,930,050	\$ -
Expenditure detail by program				
90101-Bridges-Ph 1	\$ -	\$ -	\$ -	\$ 5,482,800
90111-Planning-Ph 1	-	974,950	974,950	-
90121-Property-Ph 1	-	700,000	700,000	-
90131-Trails-Ph 1	-	-	-	6,447,250
90141-Utilities-Ph1	-	2,300,000	2,400,000	-
90151-Maintenance - Ph 1	-	5,000	5,000	-
	\$ -	\$ 3,979,950	\$ 4,079,950	\$ 11,930,050

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	<u>2023 Adopted Budget</u>	<u>2023 Amended Budget</u>	<u>2023 Estimated Amount</u>	<u>2024 Proposed Budget</u>
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588 Sewer - Bond and Interest Fund

Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-	-
Net Position, Beginning	<u>2,310,000</u>	<u>2,310,000</u>	<u>2,310,000</u>	<u>2,310,000</u>
Net Position, Ending	<u>\$ 2,310,000</u>	<u>\$ 2,310,000</u>	<u>\$ 2,310,000</u>	<u>\$ 2,310,000</u>

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

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget

590 Sewer Fund

Revenue				
Taxes	\$ 1,779	\$ 1,779	\$ 1,779	\$ 5,427
Contributions from Local Units	417,000	417,000	417,147	409,760
Charges for Service	22,638,195	22,638,195	22,583,000	25,064,055
Fines and Forfeitures	200,000	200,000	140,000	140,000
Interest and Rentals	190,000	190,000	235,000	194,000
Other Revenues	132,000	145,559	143,648	30,000
Other Financing Sources	-	-	-	-
Revenue Totals	23,578,974	23,592,533	23,520,574	25,843,242
Expenditures				
Personnel Services	4,192,918	4,225,367	3,971,985	4,401,103
Supplies	1,105,485	1,092,122	1,071,700	1,225,598
Other Services and Charges	11,895,620	12,177,727	11,943,358	13,702,010
Capital Outlay	4,404,500	5,882,073	5,560,000	2,694,000
Debt Service	3,371,695	3,371,695	3,380,786	3,275,757
Transfers Out	-	-	-	-
Expenditure Totals	24,970,218	26,748,984	25,927,829	25,298,468
Fund Total	(1,391,244)	(3,156,451)	(2,407,255)	544,774
Working Capital, Beginning	15,013,177	12,703,177	12,703,177	10,295,922
Working Capital, Ending*	\$ 13,621,933	\$ 9,546,726	\$ 10,295,922	\$ 10,840,696

Three guiding principals for preparing the Sewer budget:

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

**Working capital excludes Fund 588 (Bond Reserve)*

Expenditure detail by program				
54100-Administration Services	\$ 1,958,694	\$ 1,958,694	\$ 1,827,694	\$ 2,040,375
54200-Transmission	1,616,588	1,635,697	1,623,523	1,916,973
54300-Treatment	9,142,232	9,414,726	9,382,687	10,727,973
54310-Treatment-Lab Services	753,709	758,084	724,672	776,392
54400-Capital Outlay	4,404,500	5,882,073	5,560,000	2,634,000
54700-Industrial Pretreatment	672,605	676,320	554,038	597,302
54800-GVRBA Operations-Land Appl	2,984,576	2,986,576	2,815,419	3,253,120
54801-GVRBA Operations-Pump House	65,619	65,119	59,010	76,576
92500-Revenue Bonds	3,371,695	3,371,695	3,380,786	3,275,757
99900-Transfers	-	-	-	-
	\$ 24,970,218	\$ 26,748,984	\$ 25,927,829	\$ 25,298,468

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
591 Water Fund				
Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
State Grants	-	-	-	-
Taxes	136	136	136	415
Charges for Service	24,234,500	24,234,500	23,428,000	25,419,500
Fines and Forfeitures	190,000	190,000	180,000	180,000
Interest and Rentals	232,000	232,000	378,500	335,000
Other Revenues	2,027,800	2,045,061	3,980,800	570,000
Other Financing Sources	-	-	-	-
Revenue Totals	26,684,436	26,701,697	27,967,436	26,504,915
Expenditures				
Personnel Services	5,394,186	5,433,671	5,052,758	5,820,603
Supplies	2,394,989	2,408,689	2,300,609	2,483,689
Other Services and Charges	6,662,593	7,117,286	7,154,319	7,842,127
Capital Outlay	6,059,000	11,312,543	10,485,454	4,703,400
Debt Service	6,760,982	6,760,982	6,764,979	6,373,274
Transfers Out	-	-	-	-
Expenditure Totals	27,271,750	33,033,171	31,758,119	27,223,093
Fund Total	(587,314)	(6,331,475)	(3,790,683)	(718,178)
Working Capital, Beginning	16,604,610	14,904,349	14,904,349	11,113,666
Working Capital, Ending*	\$ 16,017,296	\$ 8,572,874	\$ 11,113,666	\$ 10,395,488

Three guiding principals for preparing the Water budget:

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

*Working capital excludes Fund 593 (Bond Reserve)

Expenditure detail by program

55100-Administration	\$ 1,445,257	\$ 1,445,257	\$ 1,449,137	\$ 1,692,801
55300-Pumping and Treatment	6,908,494	7,367,651	7,410,683	8,104,279
55310-Pumping & Treatment-Lab Services	582,282	585,833	578,311	596,698
55800-T and D - Storage/E of Gezon	19,752	20,461	23,529	105,982
55900-T and D - Gezon Station	614,532	634,781	553,640	730,771
56100-T and D - Storage/W of Gezon	53,994	54,090	50,994	-
56200-T and D - Mains	1,485,436	1,497,567	1,331,350	1,591,735
56300-T and D - Pipeline to Gezon	290,153	291,131	265,492	155,435
56400-T and D - Pipeline Meters	73,842	73,938	38,837	77,119
56500-T and D - Meters	785,967	787,884	580,188	766,576
56600-T and D - Hydrants	119,269	119,269	123,759	127,181
56700-T and D - Services	1,476,627	1,469,946	1,449,357	1,522,850
56900-Customer Accounting	574,087	577,363	608,190	636,761
57000-Ottawa County	3,636,410	3,636,410	3,636,410	3,644,213
57300-Capital Outlay	6,059,000	11,312,543	10,485,454	4,703,400
57400-Installation of Service	22,076	34,476	44,219	38,231
92500-Revenue Bonds	3,124,572	3,124,572	3,128,569	2,729,061
99900-Transfers	-	-	-	-
	\$ 27,271,750	\$ 33,033,171	\$ 31,758,119	\$ 27,223,093

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
593 Water - Bonds and Interest				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	-	-	-	-
Fund Total	-	-	-	-
Net Position, Beginning	1,700,261	1,700,261	1,700,261	1,700,261
Net Position, Ending	\$ 1,700,261	\$ 1,700,261	\$ 1,700,261	\$ 1,700,261

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

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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661 Motor Pool Fund

Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
Charges for Service	30,000	30,000	30,000	30,000
Interest and Rentals	4,390,656	4,390,656	4,118,316	4,694,594
Other Revenues	2,500	2,500	1,500	1,500
Revenue Totals	4,423,156	4,423,156	4,149,816	4,726,094

Expenditures				
Personnel Services	721,233	726,575	615,999	667,303
Supplies	773,200	674,624	702,600	768,450
Other Services and Charges	897,511	1,005,074	1,011,293	976,116
Transfers Out	1,900,000	1,900,000	1,900,000	1,742,300
Expenditure Totals	4,291,944	4,306,273	4,229,892	4,154,169

Fund Total	131,212	116,883	(80,076)	571,925
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Working Capital, Beginning	1,453,371	1,453,371	1,453,371	1,373,295
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Working Capital, Ending	\$ 1,584,583	\$ 1,570,254	\$ 1,373,295	\$ 1,945,220
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	Fund 662	\$ 4,318,293
Total Working Capital Between Fund 661/662		\$ 6,263,513

Expenditure detail by program				
58100-Administration Fee	\$ 206,013	\$ 206,013	\$ 206,013	\$ 206,698
58200-Equipment Operations	1,712,049	1,692,887	1,682,197	1,828,057
58300-Building	473,882	507,373	441,682	377,114
99900-Transfers	1,900,000	1,900,000	1,900,000	1,742,300
	\$ 4,291,944	\$ 4,306,273	\$ 4,229,892	\$ 4,154,169

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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662 Motor Pool - Depreciation Res

Revenue				
Grants	\$ -	\$ -	\$ -	\$ -
Interest and Rentals	35,000	35,000	59,500	48,000
Other Revenues	130,000	147,500	150,000	150,000
Other Financing Sources	1,900,000	1,900,000	1,900,000	1,742,300
Revenue Totals	2,065,000	2,082,500	2,109,500	1,940,300
Expenditures				
Capital Outlay	712,500	2,254,805	2,230,000	2,363,001
Expenditure Totals	712,500	2,254,805	2,230,000	2,363,001
Fund Total	1,352,500	(172,305)	(120,500)	(422,701)
Net Position, Beginning	4,861,494	4,861,494	4,861,494	4,740,994
Net Position, Ending	\$ 6,213,994	\$ 4,689,189	\$ 4,740,994	\$ 4,318,293

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2023 Adopted Budget	2023 Amended Budget	2023 Estimated Amount	2024 Proposed Budget
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800 Capital Projects Revolving Fund

Revenue				
Taxes	\$ 1,281	\$ 1,281	\$ -	\$ -
Interest and Rentals	15,000	15,000	52,500	42,000
Other Financing Sources	-	103,451	103,451	500,000
Other Revenues	4,353	4,353	4,353	4,547
Revenue Totals	20,634	124,085	160,304	546,547
Expenditures				
Other Services and Charges	85,340	85,340	85,340	1,936
Capital Outlay	324,500	473,919	420,000	1,237,000
Transfers Out	-	-	-	-
Expenditure Totals	409,840	559,259	505,340	1,238,936
Fund Total	(389,206)	(435,174)	(345,036)	(692,389)
Fund Balance, Beginning	4,398,344	4,398,344	4,398,344	4,053,308
Fund Balance, Ending	\$ 4,009,138	\$ 3,963,170	\$ 4,053,308	\$ 3,360,919

The Capital Projects Revolving Fund is formerly known as the Special Assessments Fund. Assessment revenue is based on the current portion of the special assessment roll, and no debt is outstanding related to special assessments at year end.

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Section IV – Engineering
Section VI – Parks and Recreation
Section VII – Planning and Development
Section X – Utilities effective July 01, 2023

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Proposed Fee Schedule Changes

Resolution No. _____

ALL CHANGES ARE IN BOLD

IV – ENGINEERING DEPARTMENT

Administrative Fees

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

General Engineering Fees

Fire Lines

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

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	<u>200.00</u>

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	<u>56.30</u>
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	<u>110.00</u>
Asphalt	\$30.00	<u>35.00</u>
Reconstruction	\$30.00	<u>35.00</u>
Drive Removal (if performed separate from new Construction)	\$30.00	<u>35.00</u>
Landscaping Grades	\$60.00	<u>70.00</u>
Drive Grade Stakes (Only)	\$60.00	<u>70.00</u>
Reconstruct Curb and Gutter		<u>35.00</u>
Commercial Drive Approach Construction		
Flared	\$150.00	<u>200.00</u>
Radius	\$300.00	<u>370.00</u>
Tapered		
Based on Construction Cost	4%	
Minimum Fee	\$150.00	<u>200.00</u>
Reconstruction (Less than 50 feet)		<u>40.00</u>
Reconstruction (50 feet or greater)	\$85.00	<u>150.00</u>
Drive Removal (Not Replaced)	\$40.00	<u>50.00</u>
Reconstruct Curb & Gutter	\$35.00	<u>40.00</u>
Sidewalk Construction		
New Construction	\$160.00	<u>180.00</u>
Reconstruction (Less than 50 feet)		<u>35.00</u>
Reconstruction (50 feet or greater)	30.00	<u>150.00</u>
ADA Ramps	\$160.00	<u>180.00</u>
Restaking	\$60.00	<u>70.00</u>
Lane Closure		<u>100.00</u>
Street Opening	\$400.00	<u>500.00</u>
Trenchless Road Crossing Jack and Bore R.O.W	\$150.00	<u>175.00</u>
Traffic Closure (Detour)	\$500.00	<u>600.00</u>
Parkway Opening	\$50.00	<u>60.00</u>
Storm Sewer	\$30.00	<u>35.00</u>
Utility connection	\$60.00	<u>70.00</u>
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)

VI - PARKS AND RECREATION

SOFTBALL

Lemery, Palmer, and Lamar Parks

	Day	Time	Resident	Non Resident
Practice	M-F	2 hour block	\$ 10.00	\$ 15.00
	Sat.	2 hour block	10.00	15.00
Games	M-F	1.5 hour block	\$ 40.00	\$ 60.00
		3 hour block	60.00	90.00
		4.5 hour block	70.00	105.00
		6 hour block	75.00	115.00
		All day	150.00	225.00
	Sat.	1.5 hour block	\$ 60.00	\$ 90.00
		3 hour block	100.00	150.00
		4.5 hour block	120.00	180.00
		6 hour block	130.00	195.00
		All Day	260.00	390.00
Practice	Mon-Sun	1 hour block	\$ 30.00	\$ 45.00
Games	Mon-Sun	1 hour block	\$ 50.00	\$ 75.00
	Mon-Sun	All Day	250.00	375.00
Lighting		Per game	\$ 50.00	\$ 50.00
Field Prep – Line, rake, drag		Per game	\$ 50.00	\$ 50.00

BASEBALL

Kimble Stadium Lamar Park Grandstand and Gezon Park

	Day	Time	Resident	Non Resident
Practice	M-F	2 hour block	\$ 20.00	\$ 30.00
	Sat.	2 hour block	20.00	30.00
Games	M-F	2 hour block	\$ 50.00	\$ 75.00
		4 hour block	70.00	105.00
		6 hour block	80.00	120.00
		8 hour block	85.00	130.00
		All Day		
	Sat.	2 hour block	\$ 60.00	\$ 90.00
		4 hour block	100.00	150.00
		6 hour block	120.00	180.00
		8 hour block	130.00	195.00
		All Day		
Lighting		1 hour block	\$ 20.00	\$ 20.00

Practice	M-F	1 hour block	\$ 40.00	\$ 60.00
	Mon-Sun	1 hour block	50.00	75.00
Games	Mon-Sun	1 hour block	\$ 60.00	\$ 90.00
		All Day	260.00	390.00
Lighting		Per game	\$ 50.00	\$ 50.00
Field Prep – Line, rake, drag		Per game	\$ 50.00	\$ 50.00

SOCCER/FOOTBALL FIELDS (UNIRRIGATED)

	Day	Time	Resident	Non-Resident
Without Nets	M-F	2 hour block	\$ 20.00	\$ 30.00
	Sat./Sun.	2 hour block	20.00	30.00
With Nets	M-F	2 hour block	\$ 40.00	\$ 60.00
	Sat./Sun.	2 hour block	40.00	60.00

SOCCER/FOOTBALL FIELDS (IRRIGATED)

	Day	Time	Resident	Non-Resident
Without Nets	M-F	2 hour block	\$ 30.00	\$ 45.00
	Sat.	2 hour block	30.00	45.00
With Nets	M-F	2 hour block	\$ 60.00	\$ 90.00
	Sat./Sun	2 hour block	60.00	90.00

SOCCER/FOOTBALL FIELDS

	Mon-Sun	1 hour block	\$ 30.00	\$ 45.00
Lighting		Per game	\$ 50.00	\$ 50.00
Field Prep – Line, rake, drag		Per game	\$ 50.00	\$ 50.00

TENNIS

Lemery, Lamar and Jackson Parks

	Day	Time	Resident	Non-Resident
Courts	M-F	1 hour block	\$ 10.00	\$ 15.00
	Sat.	1 hour block	10.00	15.00

TENNIS

Lemery, Lamar and Jackson Parks

	Day	Time	Resident	Non-Resident
Courts	Mon-Sun	1 hour block	\$ 15.00	\$ 22.50

VOLLEYBALL

	Day	Time	Resident	Non-Resident
Without Nets	M-F	1 hour block	\$ 5.00	\$ 7.50
	Sat.	1 hour block	5.00	7.50
With Nets	M-F	1 hour block	\$ 10.00	\$ 15.00
	Sat.	1 hour block	10.00	15.00
Net Deposit			\$ 25.00	\$ 25.00
Set Up Charge			20.00	20.00

VOLLEYBALL

	Day	Time	Resident	Non-Resident
	Mon-Sun	1 hour block	\$ 15.00	\$ 22.50

BASKETBALL

Lamar and Battjes Park

	Day	Time	Resident	Non-Resident
Practice	M-F	2 hour block	\$ 10.00	\$ 15.00
	Sat.	2 hour block	0.00	15.00

BASKETBALL

Lamar and Battjes Park

	Day	Time	Resident	Non-Resident
	Mon-Sun	1 hour block	\$ 15.00	\$ 22.50

PARK AND STRUCTURE RENTALS

SECTIONS	Day	Time	Resident	Non Resident	Additional Hour
w/ elec.	M-F	3 hour block	\$ 15.00	\$ 23.00	\$ 10.00
	Sat.	3 hour block	15.00	23.00	10.00
	Sun	3 hour block	15.00	23.00	10.00

SECTIONS	Day	Time	Resident	Non Resident
	Mon-Sun	Half day	\$ 30.00	\$ 45.00
	Mon-Sun	Full day	60.00	90.00

—Vets Park w/o elec. Capacity 75	M-F	3 hour block	\$ 30.00	\$ 45.00	\$ 15.00
	Sat.	3 hour block	30.00	45.00	15.00
	Sun	3 hour block	30.00	45.00	15.00
	M-F	3 hour block	\$ 40.00	\$ 60.00	\$ 15.00
Ideal					
w/ elec. Capacity 100	Sat.	3 hour block	40.00	60.00	15.00
	Sun	3 hour block	40.00	60.00	15.00
—Lamar —w/ elec. Capacity 75	M-F	3 hour block	\$ 50.00	\$ 75.00	\$ 15.00
	Sat.	3 hour block	50.00	75.00	15.00
	Sun	3 hour block	50.00	75.00	15.00
—Oriole w/o elec. Capacity 15	M-F	3 hour block	\$ 50.00	\$ 75.00	\$ 15.00
	Sat.	3 hour block	\$ 50.00	\$ 75.00	\$ 15.00
	Sun	3 hour block	\$ 50.00	\$ 75.00	\$ 15.00
—Pinery —w/o elec. Capacity 50	M-F	3 hour block	\$ 30.00	\$ 45.00	\$ 15.00
	Sat.	3 hour block	30.00	45.00	15.00
	Sun	3 hour block	30.00	45.00	15.00
—Others (Except Frog Hollow) —w/o elec. Capacity varies	M-F	3 hour block	\$ 20.00	\$ 30.00	\$ 15.00
	Sat.	3 hour block	20.00	30.00	15.00
	Sun.	3 hour block	20.00	30.00	15.00
—Deposit	(Refundable)		\$ 50.00	\$ 50.00	

SHELTER	Day	Time	Resident	Non Resident
Pinery	Mon-Sun	Half day	\$ 60.00	\$ 90.00
	Mon-Sun	Full day	120.00	180.00
Gezon South, Ideal, Lamar, Oriole	Mon-Sun	Half day	\$ 80.00	\$ 120.00
	Mon-Sun	Full day	160.00	240.00
	Mon-Sun	Full day	160.00	240.00
Deposit	(Refundable)		\$ 75.00	\$ 75.00
LODGE	Day	Time	Resident	Non Resident
Ideal	Mon-Fri	Half day	\$ 60.00	\$ 90.00
	Sat-Sun	Half day	120.00	180.00
	Mon-Fri	Full day	120.00	180.00
	Sat-Sun	Full day	160.00	240.00

Pinery	Mon-Fri	Half day	\$ 150.00	\$ 225.00
	Sat-Sun	Half day	175.00	262.50
	Mon-Fri	Full day	300.00	450.00
	Sat-Sun.	Full day	350.00	525.00
Deposit	(Refundable)		\$ 100.00	\$ 100.00

The following fees are effective for stage use through December 31, 2009.

PORTABLE STAGE

	Day	Time (8 a.m. — 11 p.m.)	Within Wyoming	Up to 20 Miles Outside Wyoming	21 to 50 Miles Outside Wyoming
Stage	M-F	Per day	\$ 250.00	\$ 350.00	\$ 500.00
	Sat.	Per day	250.00	350.00	500.00
	Sun	Per day	300.00	435.00	625.00
Extension panels	M-F	Per day	\$ 150.00	\$ 250.00	\$ 250.00
	Sat.	Per day	150.00	200.00	250.00
	Sun.	Per day	200.00	250.00	300.00

PORTABLE STAGE

	Day	Time (8 a.m. — 11 p.m.)	Within Wyoming
Stage	M-F	Per day	\$ 300.00
	Sat-Sun	Per day	325.00
Extension panels	M-F	Per day	\$ 450.00
	Sat-Sun	Per day	487.50
Deposit			\$ 100.00

The following fees are effective for stage use beginning January 1, 2010.

Portable Stage

	Day	Time	Fee
Stage w/I Wyoming	M-TH	per day	\$ 250.00
	F-Sat	per day	\$ 300.00
	Sun	per day	\$ 350.00
Stage Outside Wyoming up to 20 mi.	M-TH	per day	\$ 350.00
	F-Sat	per day	\$ 400.00
	Sun	per day	\$ 500.00

~~Stage Outside Wyoming 21-50 mi.~~

M-TH	per day	\$ 500.00
F-Sat	per day	\$ 550.00
Sun	per day	\$ 650.00

~~Extension Panel Charges w/ Wyoming~~

M-TH	per day	\$ 200.00
F-Sat	per day	\$ 225.00
Sun	per day	\$ 250.00

~~Extension Panel Charges Outside Wyoming up to 20 mi~~

M-TH	per day	\$ 250.00
F-Sat	per day	\$ 275.00
Sun	per day	\$ 300.00

~~Extension Panel Charges Outside Wyoming 21-50 mi~~

M-TH	per day	\$ 300.00
F-Sat	per day	\$ 325.00
Sun	per day	\$ 350.00

SENIOR CENTER

Day	Time	Resident	Non Resident
M-F	1 hour block	\$ 51.00	\$ 76.50
Sat.	1 hour block	75.00	112.50
Sun	1 hour block	100.00	150.00

LIBRARY MEETING ROOM RENTAL

Meeting Room	Resident Base Rate	Non-Resident Base Rate	Additional Hour Rate	Technology Fee	Deposit Required
A	\$ 25.00	\$ 50.00	\$ 20.00	\$ 0.00	\$ 50.00
B	50.00	75.00	20.00	25.00	50.00
C	25.00	50.00	20.00	0.00	50.00
A & B	75.00	125.00	20.00	25.00	100.00
B & C	75.00	125.00	20.00	25.00	100.00
A, B, & C	100.00	175.00	50.00	25.00	100.00
Conference Room	25.00	50.00	0.00	25.00	0.00
Bookmark	30.00	60.00	20.00	0.00	50.00

SPECIAL EVENTS

Major Special Event Application Fee (nonrefundable): \$60.00
 Minor Special Event Application Fee (nonrefundable): \$30.00
 (Fees do not apply to Residential Neighborhood Block Parties)

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

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

SPECIAL USE APPLICATION 500.00

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

MOBILE FOOD VENDOR LICENSE APPLICATION 300.00

Annual License 50.00

Annual License with Fire Inspection 175.00

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

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

RESOLUTION NO. _____

RESOLUTION TO APPROVE
GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY
FY2024 BUDGET

WHEREAS:

1. The Grand Valley Regional Biosolids Authority (“GVRBA”) is an authority jointly formed by the City of Wyoming and the City of Grand Rapids pursuant to Act 233 of the Public Acts of Michigan of 1955, as amended.
2. The Articles of Incorporation of GVRBA require that its annual budgets and amendments thereto be approved by Wyoming and Grand Rapids.
3. The City’s required contribution to the GVRBA 2024 fiscal year budget is \$5,515,771.
4. Wyoming desires to approve GVRBA’s 2024 fiscal year budget which has been approved and recommended by the Board of Directors of GVRBA.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the Grand Valley Regional Biosolids Authority budget for fiscal year 2024 in the total amount of \$12,332,446.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
GVRBA FY24 Proposed Budget

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

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 20th, 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	Projected and Historical Dry Ton Production Information						
2				FY2024			
3				Proposed Budget	FY2024 Actual Solids		
4					5/10/2023		
5	Dry Tons Produced - (undigested)						
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	Dry Tons Disposed - (processed by GVRBA)						
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	Partner Percentage Calculation of Debt Service and Administration						
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	Partner Percentage Calculation of Operations and Maintenance						
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	O&M Expenses						
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	Cash Balance, Debt, O&M, Obligations						
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	Revenue						
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						

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE
2024 STREET AND UTILITY CAPITAL
IMPROVEMENT PROGRAM

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the 2024 Street and Utility Capital Improvement Program.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report: 2024 Street and Utility Capital Improvement Program

Resolution No. _____

STAFF REPORT

Date: May 11, 2023
Subject: FY24 CIP Streets & Utilities
From: Myron Erickson, P.E. Director of Public Works
Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended City Council approve the attached street and utility capital improvement programs for FY2024.

COMMUNITY, SAFETY, STEWARDSHIP:

Capital improvement programs serve community, safety, and stewardship by identifying our capital improvement priorities and funding sources for upcoming years. The information is subject to public input and reflects Wyoming's commitment to a sustainable and just community.

DISCUSSION:

The City Charter requires us to hold a public meeting annually to present capital improvement plans. A budget overview was presented to City Council at their March 13, 2023 work session. A public presentation on capital improvement planning for the coming few years was held the following day, Tuesday, March 14. Russ Henckel, Assistant Director of PW, presented details on our capital improvement plans as we plan to do them in the following construction seasons (i.e., this is not fiscal year budget information).

2023	Streets	\$5.1M Wyoming* <u>\$8.0M Fed/State</u> \$13.1M Streets
	Utilities	\$3.0M Water

*Note: includes \$3.0M in COW resurfacing

2024	Streets	\$5.2M Wyoming* <u>\$1.3M Fed/State</u> \$6.5M Streets
	*Note: includes \$4.5M in COW resurfacing	
	Utilities	\$3.0M Water

2025	Streets	\$5.7M Wyoming* <u>\$1.8M Fed/State</u> \$7.5M Streets
	*Note: includes \$5.0M in COW resurfacing	
	Utilities	\$4.8M Water

In addition, we also reviewed the following utility plant capital improvement projects at the budget presentation to Council on March 13th. As a reminder, these project amounts are budgeted for FY24:

Drinking Water Plant: \$2.1M comprising Hook tank refurbishment, filter renovation, roof replacement, Gezon HVAC upgrades, and other small items.

Clean Water Plant: \$1.5M comprising lab equipment, building improvements, a digester feasibility study, blower replacement design, and other small items.

05/15/23
DDA/NH

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2023-2024 BUDGET FOR THE WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval.
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2023-2024.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on May 15, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

DDA Budget Worksheet

Resolution No. _____

STAFF REPORT

Date: May 10, 2023
Subject: Wyoming Downtown Development Authority 2023-2024 Annual Budget
From: Nicole Hofert, Director Community and Economic Development
Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended City Council approve the proposed 2023-2024 annual budget for the Wyoming Downtown Development Authority (DDA).

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Wyoming DDA convened on April 11, 2023 and passed the budget that is being proposed to Council. The majority of the DDA's expenses are focused on maintenance and landscaping throughout the corridor. Funds are also being set aside for light post replacement, holiday decorations, supplies and materials.

The DDA anticipates a fund balance at the end of the fiscal year. This will be added to its existing reserves, which have been slowly growing over time. It is the hope of the DDA that it will be able to use these funds for more substantial projects related to property development and other projects throughout the corridor; for example, for placemaking activities related to the City Center project.

BUDGET IMPACT:

Revenue:

- Estimated revenue includes \$50,000 from Property Taxes, \$145,000 from Personal Property Tax Reimbursement, and \$4,000 from interest on investments; for a total of \$198,000.00.

Expenses:

- **Staff: \$25,000** - The DDA will fund \$25,000 of the Director's salary.
- **Administrative Fee:** Fees paid by non-General Fund Departments for general government, building overhead, mailing etc. The DDA has been unable to fund this since 2013.
- **Supplies: \$200** is budgeted for other services. Office and event supplies.
- **Professional Services, Legal: \$1,000** is budgeted to provide any specialized legal services relating to TIF district.
- **Marketing: \$1,000** is budgeted to provide any necessary marketing services or materials for the District.
- **Travel, Training: \$1,500** - Covers part of the cost of one national marketing event; alternatively, local or regional staff training for retail/commercial development topics.
- **Printing and Advertising: \$500** – This will cover the required publishing of the annual report in the newspaper and flyers needed for recruitment of memberships.
- **Other Services: \$1,000** – Covers brownfield payments and other expenses that might arise.
- **Corridor Property Maintenance: \$18,000** for installation, removal and storage of holiday decorations, repairs to the irrigation system or decorative sidewalks.
- **Corridor Landscape Maintenance: \$28,000** (same) Annual maintenance of lawns and plantings in the ROW in the DDA.
- **Projects: \$5,000** has been budgeted for potential project costs in the District.
- **Wyoming Gives Back: \$3,500** - Supplies, marketing, advertising, and sound equipment.
- **Holiday Lights: \$5,000** to replace holiday rope lights that no longer work on light poles.
- **Pedestrian Lighting: \$10,000.** Plan continued inspection and repair of light fixtures, power outlets for holiday lighting; replacements as needed due to damage.
- **City Center Project: \$125,000.** To develop and maintain the area around the bridge over 28th Street.

City of Wyoming, Michigan

Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Amended Budget	2023 Actual Amount thru 4/10/23	2024 Department Requested
Fund: 995 - Downtown Development Authority							
REVENUES							
<i>Taxes 401 - Taxes</i>							
402.000	Property Taxes Property Taxes	155,363.5400	177,212.6300	3,500.2800	42,000.0000	56,701.0000	50,000.0000
441.000	Property Tax PPT Reimbursement-LCSA	0.0000	0.0000	143,908.9900	145,000.0000	149,101.8300	145,000.0000
<i>Account Classification Total: Taxes 401 - Taxes</i>		\$155,363.54	\$177,212.63	\$147,409.27	\$187,000.00	\$205,802.83	\$195,000.00
<i>Int & Rent 664 - Interest and Rentals</i>							
664.000	Interest on Investments Interest on Investments	6,347.7200	5,779.2500	2,171.6200	3,000.0000	5,114.6000	3,000.0000
<i>Account Classification Total: Int & Rent 664 - Interest and Rentals</i>		\$6,347.72	\$5,779.25	\$2,171.62	\$3,000.00	\$5,114.60	\$3,000.00
<i>Other Rev 671 - Other Revenues</i>							
688.000	Miscellaneous Income Miscellaneous Income	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<i>Account Classification Total: Other Rev 671 - Other Revenues</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REVENUES Total		\$161,711.26	\$182,991.88	\$149,580.89	\$190,000.00	\$210,917.43	\$198,000.00
EXPENSES							
Department: 000 - General Government							
Activity: 72800 - Economic Development							
<i>Cont 700 - Contingency</i>							
700.000	Contingency Contingency	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<i>Account Classification Total: Cont 700 - Contingency</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Sup 726 - Supplies</i>							
727.000	Office Supplies Office Supplies	0.0000	0.0000	27.6000	200.0000	0.0000	200.0000
<i>Account Classification Total: Sup 726 - Supplies</i>		\$0.00	\$0.00	\$27.60	\$200.00	\$0.00	\$200.00
<i>Other 800 - Other Services and Charges</i>							
801.000	Professional Services Professional Services	0.0000	0.0000	0.0000	0.0000	8,755.0000	1,000.0000
801.009	Professional Services Marketing/Web Site	0.0000	0.0000	0.0000	1,000.0000	0.0000	1,000.0000
801.021	Professional Services Legal Special Counsel	0.0000	0.0000	0.0000	1,000.0000	0.0000	1,000.0000
802.000	Administrative Fee Administrative Fee	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
810.000	Contract Labor Contract Labor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
860.000	Travel and Training Travel and Training	0.0000	0.0000	0.0000	1,500.0000	0.0000	1,500.0000
900.000	Printing & Advertising Printing & Advertising	0.0000	0.0000	0.0000	0.0000	0.0000	500.0000
930.000	Repairs and Maintenance Repairs and Maintenance	10,147.9600	7,596.3400	8,011.4400	18,000.0000	475.9700	18,000.0000
932.000	Payment Property Maintenance	25,777.2000	26,966.0000	16,853.7500	28,000.0000	17,450.0000	28,000.0000
956.000	Other Services Other Services	730.7000	853.0600	336.2500	1,000.0000	0.0000	1,000.0000
967.000	Project Costs Project Costs	35.6800	0.0000	0.0000	0.0000	0.0000	5,000.0000
967.100	Project Costs Acquisitions/Gap Financing	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
967.110	Project Costs Banners/Holiday	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
967.120	Project Costs Business Development	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
967.130	Project Costs Christmas Decorations	0.0000	0.0000	501.8200	5,000.0000	0.0000	5,000.0000
967.140	Project Costs Metro Cruise	2,500.0000	2,500.0000	0.0000	2,500.0000	0.0000	0.0000
967.141	Project Costs Wyoming Gives Back	2,438.4800	2,005.0700	1,052.8500	3,500.0000	2,598.3300	3,500.0000
967.150	Project Costs Networking/Educational Events	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
967.160	Project Costs Pedestrian Lighting	0.0000	0.0000	0.0000	10,000.0000	0.0000	10,000.0000
967.165	Project Costs Mast Arm Signal	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
967.170	Project Costs Realtor Services	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
967.180	Project Costs Street Trees	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	Project City Center	0.0000	0.0000	0.0000	0.0000	0.0000	125,000.0000
<i>Account Classification Total: Other 800 - Other Services and Charges</i>		\$41,630.02	\$39,920.47	\$26,756.11	\$71,500.00	\$29,279.30	\$200,500.00
<i>Debt 990 - Debt Service</i>							
991.000	Bond Payments Bond Payments	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
995.000	Interest on Bonds Interest on Bonds	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
<i>Account Classification Total: Debt 990 - Debt Service</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Tran Out 999 - Transfers Out</i>							

City of Wyoming, Michigan

Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Actual Amount	2023 Amended Budget	2023 Actual Amount thru 4/10/23	2024 Department Requested
999.101	Transfers General Fund	24,999.9600	25,000.0000	25,000.0000	25,000.0000	25,000.0000	25,000.0000
	<i>Account Classification Total: Tran Out 999 - Transfers Out</i>	\$24,999.96	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	Activity Total: 72800 - Economic Development	\$66,629.98	\$64,920.47	\$51,783.71	\$96,700.00	\$54,279.30	\$225,700.00
	Department Total: 000 - General Government	\$66,629.98	\$64,920.47	\$51,783.71	\$96,700.00	\$54,279.30	\$225,700.00
	EXPENSES Total	\$66,629.98	\$64,920.47	\$51,783.71	\$96,700.00	\$54,279.30	\$225,700.00
Fund REVENUE	Total: 995 - Downtown Development Authority	\$161,711.26	\$182,991.88	\$149,580.89	\$190,000.00	\$210,917.43	\$198,000.00
Fund EXPENSE	Total: 995 - Downtown Development Authority	\$66,629.98	\$64,920.47	\$51,783.71	\$96,700.00	\$54,279.30	\$225,700.00
	Fund Total: 995 - Downtown Development Authority	\$95,081.28	\$118,071.41	\$97,797.18	\$93,300.00	\$156,638.13	(\$27,700.00)
	REVENUE GRAND Totals:	\$161,711.26	\$182,991.88	\$149,580.89	\$190,000.00	\$210,917.43	\$198,000.00
	EXPENSE GRAND Totals:	\$66,629.98	\$64,920.47	\$51,783.71	\$96,700.00	\$54,279.30	\$225,700.00
	Grand Totals:	\$95,081.28	\$118,071.41	\$97,797.18	\$93,300.00	\$156,638.13	(\$27,700.00)

05/15/2023

Human Resources/EVG

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN EMPLOYMENT CONTRACT BETWEEN THE
WYOMING FIRE FIGHTERS ASSOCIATION AND THE CITY OF WYOMING AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN

WHEREAS:

1. The Employment Contract between the Wyoming Fire Fighters Association and the City of Wyoming effective July 1, 2023, through June 30, 2026, was approved by the Wyoming Fire Fighters Association.
2. It is recommended City Council approve the Contract.

NOW THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming approves the Employment Contract between the Wyoming Fire Fighters Association and the City of Wyoming effective July 1, 2023, through June 30, 2026.
2. The City Council for the City of Wyoming authorizes the Mayor and City Clerk to sign the Employment Contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Settlement agreement

Union ratification notice

Resolution No. _____

**TENTATIVE SETTLEMENT AGREEMENT
CITY OF WYOMING AND THE WYOMING FIREFIGHTERS ASSOCIATION**

All changes are subject to ratification by the Wyoming Firefighters Association and approval by City Council.

Date: May 1, 2023

Bold red font indicates proposed language, strikeouts indicate removal, and regular font is current language with no proposed changes.

1. Article 2 Rights of the Employer List of Rights

To restructure or reorganize in any manner necessary to implement or modify a Public Safety Department, ~~up to and including full consolidation and cross-training as to police, fire and/or medical response services.~~

2. Article 6, Section 3. Unscheduled Overtime.

Any overtime opportunities ~~not scheduled at least 48 hours in advance of when the overtime opportunity is to commence~~ shall first be offered to eligible bargaining unit employees in accordance with Department policy. All non-bargaining unit employees filling in for bargaining unit employees shall at a minimum possess Firefighter II certification and be licensed as a Medical First Responder.

3. Article 6, Section 6 – Compensatory Time.

Subject to discretionary approval by the Director of Police and Fire Services and subject further to scheduling if such approval is granted, any employee earning overtime may be granted compensatory time off at one and one-half times for all hours worked provided such election must be made immediately after earning the overtime. **December 31 shall be designated as the cutoff date for logging compensatory time for each year. Any suppression employee having more than ninety six (96) hours of compensatory time or any non-suppression employee having more than eighty (80) hours of compensatory time as of said date, shall be paid at the current straight time rate for those hours over ninety six (96) or eighty (80) respectively, no later than January 31.**

4. Article 6, Section 8. Call Outs. ~~When an employee is called out for work other than during his regularly scheduled shift, such an employee shall receive a minimum of two hours of overtime pay.~~

An employee called to work on an assignment at any time not contiguous with a scheduled work shift shall be credited with three (3) hours at the overtime rate or with the actual hours worked at the overtime rate, whichever is greater. If such time is contiguous with a scheduled shift, the employee shall be paid at the overtime rate for only the actual hours worked. The employee shall be released from duty upon completion of such assignment.

5. Article 6, Section 9. Daily Acting Assignment.

If a fire suppression employee is assigned to a “daily acting assignment” in a higher classified position for one (1) hour or longer pursuant to authorization from the ~~Fire Chief~~ **Director** or designee, such employee shall be paid a “daily acting assignment” hourly rate differential of ~~5% above the employee’s current base rate of pay,~~ beginning on the date and hour, commencing such work assignment **as follows:**

- 5% above the employee’s current base rate of pay **for one rank above the employee’s current rank,**
- **7.5% above the employee’s current base rate of pay for two ranks above the employee’s current rank,**
- **10% above the employee’s current base rate of pay for three ranks above the employee’s current rank.**

These changes shall go into effect no later than 30 days after the ratification of the contract by both the union and the City but no earlier than August 1, 2023.

No daily acting assignment shall exceed 30 days unless the Director of Police and Fire Services and the City Manager authorize the extension.

Daily acting assignments, for the purpose of balancing manpower, will first be determined based on the most recent **current** promotional list. In the absence of a promotional list, certification and seniority will be determining factors when deciding who will fill in at a higher classified position.

6. Article 8, Section 4. Shift Draw Procedure

Seniority shall be the principle determining factor in an employee’s choice of which shift he/she will work within each classification. Shift draw ~~will~~ **shall** ~~be the last Monday in November~~ **completed during the month of November no later than the last day of November,** provided the Association notifies the Employer of its desire to bid. Results of the draw process will be posted no later than December 10 and will take effect at the start of the first full twenty-eight (28) day cycle of the new year. An employee must be present at the draw when his/her name comes up according to seniority and classification, or leave a list of his/her preferences. If an employee is not there for the draw or has not indicated a preference, the Association will draw for him/her. Shift draw assignments shall remain in effect until the next shift draw takes effect, or unless agreed upon by the Director of Police and Fire Services and the Association to a shorter time due to vacancies or other circumstances. The Director of Police and Fire Services shall maintain the right to assign employees to shifts and stations which are in the best interests of the Employer. The Association shall have the right to grieve the reasonableness of the Director of Police and Fire Services' decision. Nothing in this provision shall prevent the Association and Employer from mutually agreeing to a different procedure.

7. Article 10, Section 5, B, 1. Medical Certifications and Medical Examinations.

The Employer may at any reasonable time require an employee to be examined by a qualified medical physician or psychologist, which may include but is not limited to the following conditions:

1. Annually to certify that the employee is capable of working in accordance with NFPA standards. **The employer will continue to follow NFPA Standard 1582 and effective with the 2024 physicals will add Hemocrit stool test, C-reactive protein test, and cardiovascular stress test provided through the City's occupational health services provider.**

8. Article 16 Vacations.

Section 1, D. Vacation Entitlement

~~Employees with a vacation accrual on December 31, 2015 of over two years entitlement shall forfeit such time over two years. After being credited for vacation in January 2016, employees will receive a one-time payment for vacation balance in excess of two (2) years entitlement. After the initial one-time payout, The maximum vacation accrual is two~~ **three (23)** years entitlement.

Section 1, add new subsection E.

Between July 1 and July 15 of each fiscal year, an employee may convert one vacation day to a floating holiday to be used during that fiscal year.

Section 2. Vacation Schedules. The Employer shall specify when vacations shall be taken, but shall consider seniority and preferences. Employees shall submit their preferences in writing to the Director of Police and Fire Services by ~~February~~ **January** 1 of each year. The Director of Police and Fire Services shall approve or disapprove such schedules within two weeks thereafter, but may change vacation schedules upon 30 days written notice providing such change is necessary for the health, welfare or safety of the Employer or its citizens.

9. Article 17 Holidays, Section 2. Overtime – Holiday Pay.

When ~~an~~ **a suppression employee's regular schedule falls on a holiday, the employee works on a holiday,** and the work shift begins on said holiday, the employee shall be paid at one and one-half times the regular rate for that entire shift. **When a suppression employee's regular schedule does not fall on a holiday and the employee works overtime on a holiday, the employee shall be paid at two times the regular rate for hours worked on a holiday.**

Non-suppression employees shall celebrate holidays and take time off according to the same schedule as City Hall employees and shall be paid on the basis of their regular work day. Non-suppression employees shall receive one and one-half times the regular rate for hours worked on a holiday.

10. Article 18 Insurance and Disability Income Plan, Section 1 – Health – Change as shown below:

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

- A. The benefits provided under the Employer's sponsored plan, which shall be at least those in effect July 1, 2019 **2023**.
- ~~B. The co-pays shall be as follows: the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member's primary care physician in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room visit (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year). (HOUSEKEEPING – Renumber after striking out letter B.)~~
- C. Effective July 1, 2021, the office visit co-pay shall be \$25. Co-pays for using a specialist shall be \$40 (unless the specialist is the member's primary care physician, in which case it shall be \$25), \$50 for using an urgent care facility, \$150 for using a hospital emergency room visit (waived if admitted), and \$125 for imaging services (maximum three imaging co-pays per year).
- D. Effective July 1, 2019 the prescription co-pay shall be \$10 for generic drugs, \$40 for preferred name-brand drugs, and \$70 for non-preferred name-brand drugs. **Effective September 1, 2023, the prescription co-pay shall be \$10 for generic drugs, \$50 for preferred name brand drugs, and \$80 for non-preferred name brand drugs.**
- E. Effective July 1, 2019, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$100 per prescription per fill. **Effective September 1, 2023, the prescription co-pay for specialty drugs shall be 20% of the cost with a maximum of \$125 per prescription per fill.**
- F. Effective July 1, 2019, the prescription drug coverage shall change from an open formulary to a closed formulary.
- G. Article 18 Insurance and Disability Income Plan, Section 6. Dental and Vision
The Employer shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the Employer's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, 2019 **2023**.

11. Article 19 Wages.

Wage increases shall be as follows:

- ~~July 1, 2019: 2.25%~~
- ~~July 1, 2020: 2.25%~~
- ~~July 1, 2021: 2.00%~~
- ~~July 1, 2022: 2.00%~~
- **July 1, 2023: 4.50%**
- **July 1, 2024: 4.00%**

- **July 1, 2025: 3.00%**

All wage increases shall be at the top step of the pay range, maintaining the differential between each step of the pay range.

Whenever a designated employee is performing duties of a Field Training Firefighter **within the formal field training program**, the employee shall be paid an additional one dollar (\$1.00) per hour **at 5% above their normal hourly rate**.

12. Article 20, Section 3. Food Allowance.

A suppression employee shall be given a food allowance of ~~\$800.00~~ **\$1,200** per year (paid quarterly). The food allowance shall be paid by the 15th of the month in January, April, July, and October for the previous quarter. Food allowance shall be prorated if the employee works less than 50% of the previous quarter excluding time taken for vacation and floating holidays. **Proration for other leave time shall be in accordance with the attached memorandum dated June 7, 2021.**

Add June 7, 2021 memorandum to back of contract.

13. Article 29 Terms of Contract and Effective Dates, Section 1. Term.

The term of this Contract shall be **three** ~~four~~ years commencing July 1, **2023**,~~2019~~ and terminating at midnight on June 30, **2026**~~2023~~.

14. Updates to Classification and Salary Schedules

- Adjust the classification and salary schedules to remove steps A through D for all ranks above firefighter.
- Adjust the classification and salary schedule – Sub “A” pay rates: REMOVE
~~The employer may require new hires to progress through three steps before reaching the “A” Step. The rates of pay for the three steps shall be 85% of “A” Step, 90% of “A” Step, and 95% of “A” Step, respectively.~~
- The 4.5% wage increase effective July 1, 2023, will be calculated on the hourly rates based on the following revised classification and salary schedule. Wage adjustments will be effective at the start of shift on July 1, 2023.

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	\$23.45	\$28.81	\$58,531.20	\$71,909.76
30120	Firefighter - 24 Hour	F05	\$23.45	\$28.81	\$61,468.79	\$75,500.00
30110	Fire Equipment Operator	F10	\$28.85	\$30.14	\$75,598.46	\$79,000.00
30140	Fire Lieutenant	F15	\$31.10	\$32.43	\$81,498.43	\$85,000.00
30130	Fire Inspector	F27	\$39.33	\$40.87	\$81,802.65	\$85,000.00
30150	Fire Marshal	F29	\$42.89	\$44.23	\$89,218.39	\$92,000.00
30100	Fire Captain (Non-Suppression)	F28(NS)	\$41.64	\$43.27	\$86,606.66	\$90,000.00
30105	Fire Captain (Suppression)	F28(S)	\$33.06	\$34.34	\$86,630.73	\$90,000.00
30160	Fire Battalion Chief (NS)	F30(NS)	\$43.39	\$45.19	\$90,255.86	\$94,000.00
30160	Fire Battalion Chief (S)	F30(S)	\$34.44	\$35.87	\$90,255.86	\$94,000.00

	A	B	C	D	E	F
Firefighter	\$ 23.45	\$ 24.42	\$ 25.43	\$ 26.51	\$ 27.59	\$ 28.81
Equipment Operator	n/a	n/a	n/a	n/a	\$ 28.85	\$ 30.14
Lieutenant	n/a	n/a	n/a	n/a	\$ 31.10	\$ 32.43
Fire Inspector	n/a	n/a	n/a	n/a	\$ 39.33	\$ 40.87
Fire Marshal	n/a	n/a	n/a	n/a	\$ 42.89	\$ 44.23
Captain (S)	n/a	n/a	n/a	n/a	\$ 33.06	\$ 34.34
Captain (NS)	n/a	n/a	n/a	n/a	\$ 41.64	\$ 43.27
Battalion Chief (NS)	n/a	n/a	n/a	n/a	\$ 43.39	\$ 45.19
Battalion Chief (S)	n/a	n/a	n/a	n/a	\$ 34.44	\$ 35.87

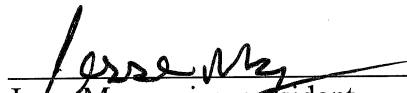
15. Housekeeping

Article 12 – Update references for subsections. Numbered incorrectly.


Article 16, Section 5 – Add word “vacation” to the title

Article 23 – Remove reference to Retiree Life Insurance from title – no longer applicable.

Memorandum of Understanding Re: Battalion Chief – Remove with understanding that position may be if filled as suppression will follow suppression benefits and if filled as non-suppression will follow non-suppression benefits.


 Jesse May, union president

5-1-23
 Date


 Kim Oostindie, director of human resources

05/01/2023
 Date

Vande Griend, Emily

Subject: FW: Local 2758 Contract

From: Wyoming Firefighters <wyoing2758@gmail.com>

Sent: Thursday, May 4, 2023 12:48 PM

To: Oostindie, Kim <Kim.Oostindie@wyomingmi.gov>

Subject: Local 2758 Contract

External Email - Think Before You Click

Kim,

Local 2758 voted today 5/4/23 to approve the proposed contract with the City of Wyoming. Thanks for coming to the table and discussing different items. We appreciate your commitment to the union and firefighters of the city with a good working relationship.

Thanks Jesse May President

--

Wyoming Local #2758

Jesse May - President

Jason Richardson - Vice President

Brandon Travis - Secretary/Treasurer

RESOLUTION NO. _____

RESOLUTION TO CONFIRM SPECIAL ASSESSMENT ROLL #23-816 FOR ANNUAL
MAINTENANCE COSTS FOR ROGER B CHAFFEE MEMORIAL BLVD MEDIANS

WHEREAS:

1. In 1969, Kent County incorporated the Kent Industrial Association of Property Owners (the **Association**) the members of which were owners of the parcels within the Kent Industrial Center Plat and the Kent Industrial Center Plat No. 2 (the **Plats**).
2. The Association's articles of incorporation provided for a governmental unit to specially assess apportioned maintenance costs for medians in Roger B. Chaffee Memorial Blvd. to the owners of parcels in the Plats as an alternative to the Association's billing and collection of those costs.
3. The Association requested that the city specially assess the apportioned maintenance costs as provided in its articles of incorporation.
4. The City Assessor prepared proposed Special Assessment Roll #23-816, a copy of which is attached as Exhibit A, to specially assess annual Roger B. Chaffee Memorial Blvd median maintenance costs for 5 years totaling \$102,500.65 in 2023 and \$102,004.65 in subsequent years to be apportioned using the following formula:
For each parcel fronting on Roger B. Chaffee Drive to a depth from the front lot line of 400 feet – 3 units per acre, and
For other property in the Plats – 1 unit per acre,
Showing assessable costs of \$165.00 per unit.
5. Earlier in this meeting, the City Council held a public hearing on proposed Special Assessment Roll #23-816, notice of which was given by mail and publication in accordance with applicable law and as directed by the City Council in Resolution No. 27681 adopted May 1, 2023, and considered all comments made at the public hearing or submitted in writing before its end.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Special Assessment Roll #23-816 is confirmed and shall be transmitted to the City Treasurer for billing and collection.
2. The amounts specially assessed shall be billed in one annual installment on the Summer 2023 through 2027 real property tax bills for each parcel so that the single payment will be due and payable on August 31, 2023 and each August 31 thereafter to and including August 31, 2027 and, after each August 31, will bear interest and penalties in the same manner and at the same rates and amounts as for late payment of real property taxes.
3. All resolution and parts of resolutions in conflict with this resolution are rescinded to the extent of any such conflict.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this Resolution was adopted by the Wyoming, Michigan City Council at a regular meeting held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Exhibit A – Special Assessment Roll #23-816

Resolution No. _____

STAFF REPORT

Date: May 8, 2023
Subject: Kent Industrial Center Special Assessment Roll #23-816 Public Hearing & Confirmation
From: Jennifer Stowell, City Manager's Office
Scott Smith, City Attorney
Meeting Date: May 15, 2023 City Council Meeting

RECOMMENDATIONS:

Adopt the Resolution Confirming Special Assessment Roll #23-816 for Annual Maintenance Costs for Roger B Chaffee Memorial Blvd Medians.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is advanced by providing for the maintenance of special amenities in segments of the community, such as the medians in Roger B. Chaffee Memorial Blvd. in a manner consistent with what is has historically been billed and collected by the Kent Industrial Center Association of Property Owners (the “Association”).

Safety – The medians enhance traffic safety, especially with the volume of truck traffic in the Kent Industrial Center.

Stewardship – Those specially benefitting from the maintenance of the medians as declared in plat requirements for each parcel in the Kent Industrial Center Plats should pay for maintenance costs in accordance with the apportionment formula provided in those documents.

BUDGET IMPACT:

The special assessments will be budget neutral, especially with the costs of providing the special assessment notices being included in the assessed amount.

DISCUSSION:

What is now Roger B. Chaffee Memorial Blvd. was once the main runway for Kent County's airport that operated from 1919 until the mid-1960's. Beginning in 1966, Kent County platted that property as two Kent Industrial Center Plats. Soil was placed over parts of the runway to form the medians in Roger B. Chaffee Memorial Drive. At some points, holes were excavated and/or drilled in the runway under those islands for planting trees. An irrigation system was installed, and grass and other vegetation was planted. Annual median maintenance is labor intensive because the original irrigation system requires manually turning valves on and off and that system is beyond its anticipated useful life so replacement will be needed.

A recorded amendment to the covenants and restrictions covering Kent Industrial Center and Kent Industrial Center No. 2 requires payments by owners of property within the plats to pay costs determined by the Association's board of directors “to be necessary for the maintenance of landscaped buffer strips, medians, and entrances” allocated by a formula based on the number of units assigned each parcel. Therefore, the recorded records give all persons buying property in the plats notice of this obligation. Those recorded plat documents and the Association's articles of incorporation and bylaws, enable Association leaders to ask the city to specially assess the maintenance costs and they have done so.

The City Council established the special assessment district at its May 1, 2023 meeting. At that same meeting it accepted a proposed special assessment roll prepared by the City Assessor and scheduled a public hearing on that proposed special assessment roll for its May 15, 2023 meeting. After considering any comments made at or submitted in writing before the end of that public hearing, the Council will consider a resolution to confirm that special assessment roll.

May 15, 2023

2023 Kent Industrial Center Special Assessment Roll # 23-816

Parcel Number	Parcel Street Address	Owner Name & Mailing Address	Number of Assessable Units	Rate per Assessable Unit	Special Assessment	City Noticing Charges	Total
41-18-18-326-001	200 32ND ST SE	RJMJ ENTERPRISES LLC 3025 100TH ST SW BYRON CENTER MI 49315	1.31	\$165.00	\$216.15	\$4.00	\$220.15
41-18-18-326-010	3370 JEFFERSON AVE SE 3380	VERHOFF HOLDINGS LLC 3370 JEFFERSON AVE SE WYOMING MI 49548	1.38	\$165.00	\$227.70	\$4.00	\$231.70
41-18-18-326-012	3420 JEFFERSON AVE SE	2002 GONZALEZ FAMILY TRUST 15257 E PROCTOR AVENUE CITY OF INDUSTRY CA 91745	1.38	\$165.00	\$227.70	\$4.00	\$231.70
41-18-18-326-016	3540 JEFFERSON AVE SE	NORTHTOWN CENTER INC 2920 FULLER AVE NE GRAND RAPIDS MI 49505	0.69	\$165.00	\$113.85	\$4.00	\$117.85
41-18-18-326-017	3560 JEFFERSON AVE SE	JND WAREHOUSE LLC 1252 JAKARTA BYRON CENTER MI 49315	1.37	\$165.00	\$226.05	\$4.00	\$230.05
41-18-18-326-018	201 36TH ST SE	WEST MICHIGAN CREDIT UNION 201 36TH ST SE WYOMING MI 49548	1.72	\$165.00	\$283.80	\$4.00	\$287.80
41-18-18-326-022	357 36TH ST SE	MING-YEN PROPERTY LLC 357 36TH ST SE WYOMING MI 49548	2.11	\$165.00	\$348.15	\$4.00	\$352.15
41-18-18-326-023	230 32ND ST SE	GANO ENTERPRISES,LLC 230 32ND ST SE WYOMING MI 49548	0.69	\$165.00	\$113.85	\$4.00	\$117.85
41-18-18-326-024	240 32ND ST SE	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	0.70	\$165.00	\$115.50	\$4.00	\$119.50

41-18-18-326-028	3303 LOUSMA DR SE	GOODALE FAMILY LLC 3281 ROGER B CHAFFEE SE WYOMING MI 49548	3.39	\$165.00	\$559.35	\$4.00	\$563.35
41-18-18-326-029	3313 LOUSMA DR SE	FD LAKE PROPERTIES LLC 3313 LOUSMA DR SE WYOMING MI 49548	1.07	\$165.00	\$176.55	\$4.00	\$180.55
41-18-18-326-030	3323 LOUSMA DR SE	3584 BATH ROAD LLC 2180 COMMONS PKWY OKEMOS MI 48864	1.11	\$165.00	\$183.15	\$4.00	\$187.15
41-18-18-326-032	3343 LOUSMA DR SE	FRAMES UNLIMITED 3343 LOUSMA DR SE WYOMING MI 49548	1.37	\$165.00	\$226.05	\$4.00	\$230.05
41-18-18-326-033	3353 LOUSMA DR SE	3353 LOUSMA DR LLC 23409 INDUSTRIAL PARK CT FARMINGTON HILLS MI 48335	1.37	\$165.00	\$226.05	\$4.00	\$230.05
41-18-18-326-034	3403 LOUSMA DR SE	FISK REEDS RE LLC 3403 LOUSMA DR SE WYOMING MI 49548	1.38	\$165.00	\$227.70	\$4.00	\$231.70
41-18-18-326-035	3413 LOUSMA DR SE	CADILLAC NEW LMTD PRTNRSH %CADILLAC COFFEE CO 7221 INNOVATIVE BLVD FORT WAYNE IN 46818	1.38	\$165.00	\$227.70	\$4.00	\$231.70
41-18-18-326-036	3423 LOUSMA DR SE	3423 LOUSMA LCC 3423 LOUSMA DR SE WYOMING MI 49548	1.50	\$165.00	\$247.50	\$4.00	\$251.50
41-18-18-326-039	3513 LOUSMA DR SE	345-32ND STREET LLC 2225 RADCLIFF CIR SE GRAND RAPIDS MI 49546	1.82	\$165.00	\$300.30	\$4.00	\$304.30
41-18-18-326-041	3522 LOUSMA DR SE	TIGHT LINE LLC 3522 LOUSMA DR SE WYOMING MI 49548	3.70	\$165.00	\$610.50	\$4.00	\$614.50

41-18-18-326-042	3422 LOUSMA DR SE	INSURANCE RESOURCE GROUP BRAD POGGI 1553 FALCONCREST DR NE GRAND RAPIDS MI 49525	1.61	\$165.00	\$265.65	\$4.00	\$269.65
41-18-18-326-043	3412 LOUSMA DR SE	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	1.58	\$165.00	\$260.70	\$4.00	\$264.70
41-18-18-326-044	3417 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	1.59	\$165.00	\$262.35	\$4.00	\$266.35
41-18-18-326-045	3322 LOUSMA DR SE	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	1.40	\$165.00	\$231.00	\$4.00	\$235.00
41-18-18-326-046	3312 LOUSMA DR SE	OAK STREET INVESTMENT GRADE NET LEASE FUND SERIES 2021-1 LLC OAK STREET REAL ESTATE CAPITAL LLC 30 N LA SALLE ST STE 4140 CHICAGO IL 60602	1.35	\$165.00	\$222.75	\$4.00	\$226.75
41-18-18-326-047	3363 ROGER B CHAFFEE SE	GSI GRAND RAPIDS LLC 6805 MORRISON BLVD STE 250 CHARLOTTE NC 28211	5.64	\$165.00	\$930.60	\$4.00	\$934.60
41-18-18-326-048	3413 ROGER B CHAFFEE SE	KENT COMMERCE CENTER INC 3417 ROGER B CHAFFEE SE WYOMING MI 49548	10.23	\$165.00	\$1,687.95	\$4.00	\$1,691.95
41-18-18-326-049	3300 JEFFERSON AVE SE	COFFMAN LIVING TRUST, RICHARD & N 4500 7 MILE RD NE BELMONT MI 49306	2.77	\$165.00	\$457.05	\$4.00	\$461.05
41-18-18-326-054	3520 JEFFERSON AVE SE	QJ PROPERTIES LLC C/O JAMAL QAMOUN 3520 JEFFERSON AVE SE WYOMING MI 49548	1.37	\$165.00	\$226.05	\$4.00	\$230.05

41-18-18-326-055	3433 LOUSMA DR SE	G & K SERVICES CO CINTAS UNIFORM SERVICES 3433 LOUSMA DR SE WYOMING MI 49548	2.44	\$165.00	\$402.60	\$4.00	\$406.60
41-18-18-326-056	3503 LOUSMA DR SE	GOODALE FAMILY LLC 3281 ROGER B CHAFFEE SE WYOMING MI 49548	1.81	\$165.00	\$298.65	\$4.00	\$302.65
41-18-18-326-060	3400 JEFFERSON AVE SE	BLACK'S ENTERPRISES LLC 3400 JEFFERSON AVE SE WYOMING MI 49548	0.59	\$165.00	\$97.35	\$4.00	\$101.35
41-18-18-326-061	3410 JEFFERSON AVE SE	WIKOFF COLOR CORP OF S.C. 1886 MERRETT FORT MILL SC 29715	0.79	\$165.00	\$130.35	\$4.00	\$134.35
41-18-18-326-063	250 32ND ST SE	VANKOEVERING FAMILY LLC 330 32ND STREET SE WYOMING MI 49548	1.38	\$165.00	\$227.70	\$4.00	\$231.70
41-18-18-326-064	330 32ND ST SE	VAN KOEVERING FAMILY LIM 330 32ND ST SE WYOMING MI 49548	2.75	\$165.00	\$453.75	\$4.00	\$457.75
41-18-18-326-065	3331 LOUSMA DR SE	ROOTED INVESTMENTS LLC 3331 LOUSMA DR SE WYOMING MI 49548	1.04	\$165.00	\$171.60	\$4.00	\$175.60
41-18-18-326-066	3333 LOUSMA DR SE	ZIMDAR PROPERTIES INC 3343 LOUSMA DR SE WYOMING MI 49548	1.03	\$165.00	\$169.95	\$4.00	\$173.95
41-18-18-326-068	3281 ROGER B CHAFFEE SE	GOODALE FAMILY LLC 3281 ROGER B CHAFFEE SE WYOMING MI 49548	17.92	\$165.00	\$2,956.80	\$4.00	\$2,960.80
41-18-18-326-069	3480 JEFFERSON AVE SE	PB & JB PROPERTIES LLC 3480 JEFFERSON AVE SE WYOMING MI 49548	2.06	\$165.00	\$339.90	\$4.00	\$343.90

41-18-18-326-070	255 36TH ST SE	255 36TH ST LLC 260 36TH ST SE GRAND RAPIDS MI 49548	4.15	\$165.00	\$684.75	\$4.00	\$688.75
41-18-18-390-001	3523 LOUSMA DR SE	AIRTECH PROPERIES I LLC 3523 LOUSMA DR SE WYOMING MI 49548	1.62	\$165.00	\$267.30	\$4.00	\$271.30
41-18-18-390-002	3525 LOUSMA DR SE	BROWNING PROPERTIES LLC PO BOX 3081 LISLE IL 60532-8081	1.62	\$165.00	\$267.30	\$4.00	\$271.30
41-18-18-390-003	3529 LOUSMA DR SE	CSA PROPERTY HOLDINGS LLC 3529 LOUSMA DR SE WYOMING MI 49548	0.97	\$165.00	\$160.05	\$4.00	\$164.05
41-18-18-451-003	405 36TH ST SE 425	H & M LEASING LLC 425 36TH ST SE WYOMING MI 49548	1.44	\$165.00	\$237.60	\$4.00	\$241.60
41-18-18-451-005	507 36TH ST SE	GREEN CANE PROPERTY LLC PO BOX 6673 GRAND RAPIDS MI 49516	5.01	\$165.00	\$826.65	\$4.00	\$830.65
41-18-18-451-006	459 36TH ST SE	TNT KALAMAZOO ENTERPRISES LLC PO BOX 541 OSHTEMO MI 49077	0.90	\$165.00	\$148.50	\$4.00	\$152.50
41-18-18-451-007	475 36TH ST SE	CORE GRAND RAPIDS OWNER LLC CORE REALTY HOLDINGS MANAGEMENT INC 1600 DOVE STREET STE 450 NEWPORT BEACH CA 92660	0.89	\$165.00	\$146.85	\$4.00	\$150.85
41-18-18-451-009	3535 ROGER B CHAFFEE SE	CORE GRAND RAPIDS OWNER LLC CORE REALTY HOLDINGS MANAGEMENT INC 1600 DOVE STREET STE 450 NEWPORT BEACH CA 92660	7.37	\$165.00	\$1,216.05	\$4.00	\$1,220.05
41-18-18-451-011	3457 ROGER B CHAFFEE SE	ROGER B HOLDINGS LLC 3457 ROGER B CHAFFEE MEMORIAL DR SE WYOMING MI 49548	14.51	\$165.00	\$2,394.15	\$4.00	\$2,398.15

41-18-18-451-012	3513 ROGER B CHAFFEE SE	JFH PROPERTIES LLC 260 36TH ST SE GRAND RAPIDS MI 49548	5.43	\$165.00	\$895.95	\$4.00	\$899.95
41-18-18-476-006	3516 ROGER B CHAFFEE SE 3594	BLUEWATER CORPORATE CENTER LLC 53 MIRY BROOK RD DANBURY CT 06810	19.02	\$165.00	\$3,138.30	\$4.00	\$3,142.30
41-18-18-476-007	551 36TH ST SE	SUSAN SIPHRON TRUST NAI WEST MICHIGAN 100 GRANDVILLE AVE SW SUITE 100 GRAND RAPIDS MI 49503	4.08	\$165.00	\$673.20	\$4.00	\$677.20
41-18-18-476-008	609 36TH ST SE	BAPTIST MID-MISSIONS 609 36TH ST SE GRAND RAPIDS MI 49508	1.37	\$165.00	\$226.05	\$4.00	\$230.05
41-18-18-476-012	799 36TH ST SE	CONSUMERS ENERGY EP10-PROPERTY TAX ONE ENERGY PLAZA JACKSON MI 49201-2357	1.24	\$165.00	\$204.60	\$4.00	\$208.60
41-18-18-476-013	3400 ROGER B CHAFFEE SE	STEPHENS PIPE & STEEL LLC 3400 ROGER B CHAFFEE SE WYOMING MI 49548	20.59	\$165.00	\$3,397.35	\$4.00	\$3,401.35
41-18-18-476-014	3470 ROGER B CHAFFEE SE	TIC INVESTORS CHAFFEE LLC 1600 DOVE ST STE 450 NEWPORT BEACH CA 92660	17.50	\$165.00	\$2,887.50	\$4.00	\$2,891.50
41-18-18-476-015	755 36TH ST SE	HOPE NETWORK WEST MICHIGAN ACCTS PAYABLE DEPT PO BOX 890 GRAND RAPIDS MI 49518	6.42	\$165.00	\$1,059.30	\$4.00	\$1,063.30
41-18-18-476-019	795 36TH ST SE	HOPE NETWORK WEST MICHIGAN ACCTS PAYABLE DEPT PO BOX 890 GRAND RAPIDS MI 49518	2.79	\$165.00	\$460.35	\$4.00	\$464.35
41-18-18-476-020	775 36TH ST SE 781	HOPE NETWORK WEST MICHIGAN ACCTS PAYABLE DEPT PO BOX 890 GRAND RAPIDS MI 49518	3.32	\$165.00	\$547.80	\$4.00	\$551.80

41-18-18-476-021	653 36TH ST SE	MORRISON INDUSTRIAL EQUIP MOR-VALUE PARTS PO BOX 1803 GRAND RAPIDS MI 49501	1.34	\$165.00	\$221.10	\$4.00	\$225.10
41-18-18-476-022	701 36TH ST SE	701 36TH STREET LLC MOR-VALUE PARTS PO BOX 1803 GRAND RAPIDS MI 49501	1.86	\$165.00	\$306.90	\$4.00	\$310.90
41-18-18-476-024	400 32ND ST SE	EKKLENS REAL ESTATE LLC & PENNING PENNING REAL ESTATE LLC 400 32ND ST SE WYOMING MI 49548	5.13	\$165.00	\$846.45	\$4.00	\$850.45
41-18-18-476-025	3300 ROGER B CHAFFEE SE	KEEBLER COMPANY RYAN LLC 311 S WACKER DR STE 4800 CHICAGO IL 60606	27.56	\$165.00	\$4,547.40	\$4.00	\$4,551.40
41-18-19-126-011	370 36TH ST SE	MARTIN NANCY J 47 PORTER HILLS DR SE GRAND RAPIDS MI 49546	1.33	\$165.00	\$219.45	\$4.00	\$223.45
41-18-19-126-012	400 36TH ST SE	FIDLER ENTERPRISES LLC 73 SUMMERWYN DR SE CALEDONIA MI 49316	1.36	\$165.00	\$224.40	\$4.00	\$228.40
41-18-19-126-013	3680 HAGEN DR SE	TEAM RENTAL LLC PO BOX 9381 WYOMING MI 49509	2.04	\$165.00	\$336.60	\$4.00	\$340.60
41-18-19-126-014	3720 HAGEN DR SE	GRAND RAPIDS INVESTMENTS LLC 3720 HAGEN DR SE WYOMING MI 49548	1.55	\$165.00	\$255.75	\$4.00	\$259.75
41-18-19-126-015	3770 HAGEN DR SE	PJR VENTURES LLC STE 204 273 MONTGOMERY AVE BALA CYNWYD PA 19004	3.23	\$165.00	\$532.95	\$4.00	\$536.95
41-18-19-126-043	3714 JEFFERSON AVE SE	KENNEDY'S STORAGE DELIVERY LLC 5750 CLAY AVE SW WYOMING MI 49548	1.03	\$165.00	\$169.95	\$4.00	\$173.95

41-18-19-126-044	3760 JEFFERSON AVE SE	BLAKELY DANIEL B & ROBERT C WILDE TRUST 13891 STEPHENS DR WARREN MI 48089	1.72	\$165.00	\$283.80	\$4.00	\$287.80
41-18-19-126-051	3685 HAGEN DR SE 3687	WOLFPACK PROPERTIES LLC 1975 WALDORF ST NW STE C GRAND RAPIDS MI 49544	1.04	\$165.00	\$171.60	\$4.00	\$175.60
41-18-19-126-052	260 36TH ST SE	260-JFH LLC PO BOX 2246 GRAND RAPIDS MI 49501	5.65	\$165.00	\$932.25	\$4.00	\$936.25
41-18-19-126-055	3650 JEFFERSON AVE SE	LUTZ ALICIA A 4737 22ND STREET DORR MI 49323	0.88	\$165.00	\$145.20	\$4.00	\$149.20
41-18-19-126-057	3670 JEFFERSON AVE SE	CHILDS KATIE 3670 JEFFERSON AVE SE WYOMING MI 49548	0.92	\$165.00	\$151.80	\$4.00	\$155.80
41-18-19-126-058	3690 JEFFERSON AVE SE	HAYSEED PARTNERS LLC 3690 JEFFERSON AVE SE WYOMING MI 49548	0.92	\$165.00	\$151.80	\$4.00	\$155.80
41-18-19-126-059	3721 HAGEN DR SE	BENTELER AUTOMOTIVE CORPORATIOI C/O ACCOUNTING DEPT 3721 HAGEN DR SE WYOMING MI 49548	15.30	\$165.00	\$2,524.50	\$4.00	\$2,528.50
41-18-19-126-060	290 36TH ST SE	260-JFH LLC 260 36TH ST SE GRAND RAPIDS MI 49548	0.70	\$165.00	\$115.50	\$4.00	\$119.50
41-18-19-126-061	300 36TH ST SE 0320	WDM PROPERTIES LLC 300 36TH ST SE WYOMING MI 49548	1.43	\$165.00	\$235.95	\$4.00	\$239.95
41-18-19-201-002	3707 ROGER B CHAFFEE SE	AMASH ATTALLAH & MARIE 3707 ROGER B CHAFFEE SE WYOMING MI 49548	11.38	\$165.00	\$1,877.70	\$4.00	\$1,881.70

41-18-19-201-003	3741 ROGER B CHAFFEE SE	JFH PROPERTIES LLC 260 36TH ST SE GRAND RAPIDS MI 49548	11.57	\$165.00	\$1,909.05	\$4.00	\$1,913.05
41-18-19-201-007	3903 ROGER B CHAFFEE SE	3903 ROGER B CHAFFEE LLC 3903 ROGER B CHAFFEE SE WYOMING MI 49548	11.03	\$165.00	\$1,819.95	\$4.00	\$1,823.95
41-18-19-201-010	440 36TH ST SE	STEINDLER & BECK LLC 440 36TH ST SE WYOMING MI 49548	2.64	\$165.00	\$435.60	\$4.00	\$439.60
41-18-19-201-012	3685 ROGER B CHAFFEE SE	STEINDLER & BECK LLC 440 36TH STREET SE WYOMING MI 49548	2.97	\$165.00	\$490.05	\$4.00	\$494.05
41-18-19-201-014	3803 ROGER B CHAFFEE SE	W W GRAINGER INC PARADIGM TAX GROUP PO BOX 800729 DALLAS TX 75380	7.94	\$165.00	\$1,310.10	\$4.00	\$1,314.10
41-18-19-201-015	3829 ROGER B CHAFFEE SE	3829 ROGER B CHAFFEE LLC 3859 ROGER B CHAFFEE WYOMING MI 49548	5.99	\$165.00	\$988.35	\$4.00	\$992.35
41-18-19-201-016	3859 ROGER B CHAFFEE SE	3859 ROGER B CHAFFEE LLC 3859 ROBER B CHAFFEE SE GRAND RAPIDS MI 49548	8.13	\$165.00	\$1,341.45	\$4.00	\$1,345.45
41-18-19-201-017	420 36TH ST SE	MANUAL BEAR LLC 420 36TH ST SE WYOMING MI 49548	1.73	\$165.00	\$285.45	\$4.00	\$289.45
41-18-19-201-018	424 36TH ST SE	AMASH ATTALLAH & MARIE 3707 ROGER B CHAFFEE MEM BLVD GRAND RAPIDS MI 49548	1.47	\$165.00	\$242.55	\$4.00	\$246.55
41-18-19-201-019	3961 ROGER B CHAFFEE SE	3691 RBC LLC 4100 W PIERSON RD FLINT MI 48504	5.53	\$165.00	\$912.45	\$4.00	\$916.45

41-18-19-201-020	3993 ROGER B CHAFFEE SE	3993 ROGER CHAFFEE LLC GRAND PROPERTY MGMT LLC 100 GRANDVILLE AVE SW STE 110 GRAND RAPIDS MI 49503	5.57	\$165.00	\$919.05	\$4.00	\$923.05
41-18-19-204-002	3660 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC 2619 MILLER ROAD KALAMAZOO MI 49001	5.04	\$165.00	\$831.60	\$4.00	\$835.60
41-18-19-204-005	3750 ROGER B CHAFFEE SE	KEEBLER COMPANY RYAN LLC 311 S WACKER DR STE 4800 CHICAGO IL 60606	12.38	\$165.00	\$2,042.70	\$4.00	\$2,046.70
41-18-19-204-006	3810 ROGER B CHAFFEE SE	DISTRIBUTION PROPERTIES II LLC 4433 STAFFORD AVE SW WYOMING MI 49548	12.41	\$165.00	\$2,047.65	\$4.00	\$2,051.65
41-18-19-204-012	3910 ROGER B CHAFFEE SE	ABIATHAR MANAGEMENT LLC 1550 EAST BELTLINE AVE SE STE 150 GRAND RAPIDS MI 49506	8.41	\$165.00	\$1,387.65	\$4.00	\$1,391.65
41-18-19-204-015	3860 ROGER B CHAFFEE SE	RBC REALTY LLC ALLIED MECHANICAL INC PO BOX 2587 KALAMAZOO MI 49003	8.48	\$165.00	\$1,399.20	\$4.00	\$1,403.20
41-18-19-204-016	3870 ROGER B CHAFFEE SE	MICHIGAN POSTAL HOLDINGS LLC 75 COLUMBIA AVE CEDARHURST NY 11516	6.99	\$165.00	\$1,153.35	\$4.00	\$1,157.35
41-18-19-204-019	550 36TH ST SE	550 36TH ST SE LLC 1715 TRADITIONAL DRIVE COMMERCE CHARTER TWP MI 48382	2.61	\$165.00	\$430.65	\$4.00	\$434.65
41-18-19-204-020	574 36TH ST SE	PAINTERS SUPPLY AND EQUIPMENT CC 25195 BREST RD TAYLOR MI 48180	0.83	\$165.00	\$136.95	\$4.00	\$140.95
41-18-19-204-021	3970 ROGER B CHAFFEE SE 4010	SUSPA INC 3970 ROGER B CHAFFEE BLVD WYOMING MI 49548	23.36	\$165.00	\$3,854.40	\$4.00	\$3,858.40

41-18-19-204-022	3710 ROGER B CHAFFEE SE	SCHUPAN HOLDINGS-WYOMING LLC 2619 MILLER ROAD KALAMAZOO MI 49001	9.72	\$165.00	\$1,603.80	\$4.00	\$1,607.80
41-18-19-204-023	650 36TH ST SE	500 GRANDVILLE LLC 650 36TH ST SE WYOMING MI 49548	7.76	\$165.00	\$1,280.40	\$4.00	\$1,284.40
41-18-19-226-010	700 36TH ST SE	FORTIER PROPERTIES LLC 4441 CANTERWOOD DR NE ADA MI 49301	1.20	\$165.00	\$198.00	\$4.00	\$202.00
41-18-19-226-015	3627 LINDEN AVE SE	CHRISTIANSEN FUNERAL HOME & CREMATION CENTER PLLC 511 SOUTH FRANKLIN ST GREENVILLE MI 48838	0.82	\$165.00	\$135.30	\$4.00	\$139.30
41-18-19-226-016	3631 LINDEN AVE SE	MICHIGAN CREMATION COMPANY 3631 LINDEN AVE SE WYOMING MI 49548	0.38	\$165.00	\$62.70	\$4.00	\$66.70
41-18-19-403-004	4203 ROGER B CHAFFEE SE	JLAN LLC 2295 EIGHT MILE ROAD NW GRAND RAPIDS MI 49544	13.61	\$165.00	\$2,245.65	\$4.00	\$2,249.65
41-18-19-403-005	4245 ROGER B CHAFFEE SE	CHAFFEE INDUSTRIAL LLC ATTN DENNIS R HOPPE PO BOX 526 CANNONSBURG MI 49317	13.86	\$165.00	\$2,286.90	\$4.00	\$2,290.90
41-18-19-403-008	509 44TH ST SE	QUICK TIME 44TH LLC 3793 WILLIAMSON AVE NE GRAND RAPIDS MI 49525	3.75	\$165.00	\$618.75	\$4.00	\$622.75
41-18-19-403-009	4005 ROGER B CHAFFEE SE	C & Z INVESTMENTS I LLC 4005 ROGER B CHAFFEE SE WYOMING MI 49548	8.50	\$165.00	\$1,402.50	\$4.00	\$1,406.50
41-18-19-403-011	4309 ROGER B CHAFFEE SE	SROA 4309 ROGER B CHAFFEE MI LLC 324 DATURA ST SUITE 338 WEST PALM BEACH FL 33401	11.50	\$165.00	\$1,897.50	\$4.00	\$1,901.50

41-18-19-403-012	485 44TH ST SE	ELLIOT MCKONE LLC 1955 FOREST SHORES DR SE GRAND RAPIDS MI 49546	5.25	\$165.00	\$866.25	\$4.00	\$870.25
41-18-19-403-013	4037 ROGER B CHAFFEE SE	POTTER DISTRIBUTING INC 4037 ROGER B CHAFFEE SE WYOMING MI 49548	8.46	\$165.00	\$1,395.90	\$4.00	\$1,399.90
41-18-19-403-015	4101 ROGER B CHAFFEE SE	BOUMA CORPORATION, THE 4101 ROGER B CHAFFEE SE WYOMING MI 49548	7.66	\$165.00	\$1,263.90	\$4.00	\$1,267.90
41-18-19-403-016	4131 ROGER B CHAFFEE SE	4131 PROPERTY LLC 4131 ROGER B CHAFFEE SE WYOMING MI 49548	7.72	\$165.00	\$1,273.80	\$4.00	\$1,277.80
41-18-19-403-017	4181 ROGER B CHAFFEE SE	DEVROU LIMITED LLC 4181 ROGER B CHAFFEE BLVD WYOMING MI 49548	7.50	\$165.00	\$1,237.50	\$4.00	\$1,241.50
41-18-19-406-007	4398 ROGER B CHAFFEE SE	LS MANAGEMENT GROUP LLC 50 COLEMAN ST SE GRAND RAPIDS MI 49548	4.71	\$165.00	\$777.15	\$4.00	\$781.15
41-18-19-406-010	4220 ROGER B CHAFFEE SE	BOUMA GROUP INC 4101 ROGER B CHAFFEE SE WYOMING MI 49548	8.51	\$165.00	\$1,404.15	\$4.00	\$1,408.15
41-18-19-406-011	4240 ROGER B CHAFFEE SE	4240 ROGER B LLC STE 2B 4519 CASCADE RD SE GRAND RAPIDS MI 49546	8.76	\$165.00	\$1,445.40	\$4.00	\$1,449.40
41-18-19-406-012	4200 ROGER B CHAFFEE SE	GOTTLIEB INVESTMENT CO JELD-WEN TAX DEPT 2645 SILVER CRESCENT DR CHARLOTTE NC 28273	21.62	\$165.00	\$3,567.30	\$4.00	\$3,571.30
41-18-19-406-014	4050 ROGER B CHAFFEE SE	4050 ROGER B CHAFFEE MEMORIAL BLVD SE LLC 3890 BUCHANAN AVE SW GRAND RAPIDS MI 49548	7.58	\$165.00	\$1,250.70	\$4.00	\$1,254.70

41-18-19-406-015	4080 ROGER B CHAFFEE SE	JEFRIK PROPERTIES LLC 4080 ROGER B CHAFFEE SE WYOMING MI 49548	7.07	\$165.00	\$1,166.55	\$4.00	\$1,170.55
41-18-19-406-016	4350 ROGER B CHAFFEE SE	BELROSE REAL ESTATE LLC 4350 ROGER B CHAFFEE SE WYOMING MI 49548	3.06	\$165.00	\$504.90	\$4.00	\$508.90
41-18-19-406-017	4310 ROGER B CHAFFEE SE	THE HOME CITY ICE COMPANY PO BOX 111116 CINCINNATI OH 45211	5.99	\$165.00	\$988.35	\$4.00	\$992.35
41-18-19-451-019	441 44TH ST SE	44 MADISON LLC 24 FULTONWOOD DR SE GRAND RAPIDS MI 49503	1.17	\$165.00	\$193.05	\$4.00	\$197.05
41-18-19-451-024	451 44TH ST SE	44 MADISON LLC 24 FULTONWOOD DR SE GRAND RAPIDS MI 49503	0.23	\$165.00	\$37.95	\$4.00	\$41.95
41-18-19-451-025	463 44TH ST SE	44 MADISON LLC 24 FULTONWOOD DR SE GRAND RAPIDS MI 49503	1.34	\$165.00	\$221.10	\$4.00	\$225.10
TOTALS			<u>618.21</u>	\$165.00	<u>\$102,004.65</u>	<u>\$496.00</u>	<u>\$102,500.65</u>

RESOLUTION NO. _____

RESOLUTION TO ADOPT A FINAL PROJECT PLANNING DOCUMENT FOR
WATER SYSTEM IMPROVEMENTS AND DESIGNATE AN AUTHORIZED
PROJECT REPRESENTATIVE

WHEREAS:

1. The City of Wyoming recognizes the need to make improvements to its existing drinking water system.
2. The City of Wyoming authorized Prein&Newhof to prepare a Project Planning Document, which recommends the construction of Improvements to the Existing Water Transmission System and Surge Suppression System.
3. The Project Planning Document was presented at a Public Hearing held on May 8, 2023 and all public comments have been considered and addressed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Wyoming formally adopts said Project Planning Document and agrees to implement the selected alternative to construct the first phase of the third transmission main with surge suppression tanks located at the Water Treatment Plant.
2. The Director of Public Works, a position currently held by Myron Erickson, P.E., is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Planning Document as the first step in applying to the State of Michigan for a Drinking Water State Revolving Fund Loan to assist in the implementation of the selected alternative.

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 May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Project Planning Document

Resolution No. _____

STAFF REPORT

Date: 10 May 2023

Subject: Third Transmission Main SRF Financing Project Planning Document

From: Myron Erickson, PE, Director of Public Works

Meeting Date: 15 May 2023

Recommendation

It is recommended that City Council formally adopt the Project Planning Document that has been prepared for the City of Wyoming's application for Drinking Water State Revolving Fund financing and concur with the designation of the Director of Public Works as authorized representative for all activities associated with this project.

Community, Safety, Stewardship:

A fully functional and well-maintained water treatment plant serves community by ensuring ample water supply, promotes safety by providing for potability and fire protection, and represents good stewardship of the City's resources by preventing untimely failures and shutdowns.

Discussion:

The City's planned third transmission main is estimated to cost \$83.9M and includes the transmission main itself and a surge suppression system. The City has prepared a Project Planning Document (PPD) which constitutes our application for Drinking Water State Revolving Fund (DWSRF) financing for this project. The DWSRF offers very attractive rates compared to the open market, which has the potential to save the City millions of dollars over the life of the financing. The PPD was publicly noticed, and a public meeting was held on May 8, 2023. The next step is to submit the application for DWSRF financing by June 1, 2023, which requires Council's approval as described in the attached Resolution.

Budget Impact:

There is no budget impact with this action.

Project Planning Document

Drinking Water System Improvements

DWSRF Project No. TBD

Prepared for
City of Wyoming

April 2023

2230302

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1 EXECUTIVE SUMMARY

1.1 Project Background

This Project Planning Document (PPD) is prepared on behalf of the City of Wyoming, Kent County, Michigan, for the purpose of obtaining a Drinking Water State Revolving Fund (DWSRF) loan from the State of Michigan for the construction of improvements to the City of Wyoming's drinking water system. The applicant is the City of Wyoming (hereinafter the "City").

The City owned and operated water system is a large regional water system focused on providing reliable service to many wholesale customer communities as well as a direct retail service area in the City limits. The City takes pride in its compliance record, with no health-based violations issued in at least the past five years.

The Donald K Shine Water Treatment Plant (WTP) is located at 16700 New Holland Street and is a conventional surface water treatment plant with source water from Lake Michigan. Finished drinking water is supplied by ten high service pumps at the WTP to customers throughout Ottawa and Kent Counties through two large parallel pipes, termed the transmission system. The existing transmission system begins at the WTP and ends 26 miles east at the Gezon Pumping Station.

The transmission system delivers finished drinking water to five wholesale customer water systems in Ottawa County, accounting for approximately 45% of the average day demands in 2022. The City of Wyoming has maintained a collaborative agreement with Ottawa County since 1964, with the latest amendment included in Appendix A. The agreement ensures an established level of service is made available to the Ottawa County service area. The agreement establishes beneficial ownership for both the City of Wyoming and Ottawa County in the water system and has resulted in joint planning and financing of large capital projects. In this way, the water system is truly regionalized and has a demonstrated history of shared resources for managerial and financial capacity. In addition, the joint beneficial ownership of source, treatment, and transmission assets constitutes a sharing of technical capacity.

The three remaining wholesale customers are located in Kent County, accounting for approximately 27% of the average day demands in 2022. Finally, the retail service area within the City of Wyoming located in Kent County accounted for approximately 29% of the 2022 average day demands.

The WTP is designed to treat at least 120 MGD, however the high service pumps and transmission system have been identified as limiting the water system's ability to deliver finished water. EGLE re-rated the WTP to 104 MGD during the 2017 sanitary survey, citing the limitations of the high service pumps and transmission system. The need for additional transmission capacity was also noted in the 2021 EGLE sanitary survey. This need for capacity as cited by EGLE is addressed by the proposed projects.

The existing transmission system pipes have experienced several failures in recent history, as noted in Figure 4. Transmission main breaks often result in lengthy repairs that are costly and create a major disruption in the level of service. The need for additional redundancy and reliability is also addressed by the proposed projects.

The magnitude of pressures and forces in large transmission mains require careful planning and design. A recent study has indicated the potential for pressure transients, or hydraulic surges, in the transmission system that would increase risk of pipeline failure. The need for adequate surge suppression is also addressed by the proposed projects.

The primary focus of the PPD is to present projects to improve the hydraulic limitations of the transmission system, increase transmission system redundancy and reliability, and mitigate the potential for pressure transients in the transmission system. These needs have also been acknowledged by the City by incorporating the proposed projects into the City's updates to the 2023 Capital Improvement Plan (CIP).

The City is pursuing DWSRF funding for these projects yet acknowledges the possible need for additional funding sources due to the significant project cost. A portion of the cost will also be shared by Ottawa County based on beneficial ownership agreements. Completion of the proposed projects will help ensure the following:

- Maintain compliance by ensuring peak demands are met and redundancy provided,
- Strengthen the regionalization efforts to share managerial and financial capacity,
- Sharing of Financial Capacity resources by funding through multiple agencies,
- Sharing of Technical Capacity through resource sharing (transmission system),
- Implementation of projects identified in the CIP.

1.2 Selected Alternatives Overview

1.2.1 Third Transmission Main – Phase One

A third transmission main is identified as the selected alternative for improving the hydraulic capacity and reliability of the transmission system. The significant cost associated with large pipeline projects requires a phased design and construction approach. Phase one of the third transmission main project will be approximately 11 miles of 60-inch steel pipeline. The pipeline will start at the WTP and connect to existing transmission mains just west of 96th Avenue. The third pipeline will reduce operating pressures in a segment of the transmission system that experiences the highest pressures from high service pumping. It will also increase the reliability of this segment of transmission system where pipe failures are most frequent. The project includes interconnecting all three transmission mains at the eastern limit of the project, as well as relocating 2,400 feet of existing 54-inch transmission main just east of the WTP.

1.2.2 Surge Suppression Tanks

Construction of surge suppression tanks at the WTP is identified as the selected alternative to reliably mitigate the risk of pressure surges in the transmission system. Pressurized surge tanks are proposed to be constructed at the WTP site to be located near the high service pumps. Preliminary design is for five hydropneumatic tanks each with a volume of 35,000 gallons, along with three air compressors to be located at the WTP site. These tanks are specifically designed to mitigate the pressure transients caused by an emergency shutdown of high service pumps.

2 PROJECT AREA

2.1 Study Area Characteristics

2.1.1 Delineation of Study Area

The focused study area of this PPD is defined as the WTP site and those portions of Ottawa County that contain the transmission system. This includes portions of Park, Port Sheldon, Olive, and Holland Townships. A Project Overview Map is included in Figure 2, and more detailed project maps are included in Figures 3A, 3B, 3C, and 5.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY
CLERK TO SIGN A MULTI-PARTY AGREEMENT TO SERVE CERTAIN
WYOMING PARCELS WITH UTILITY SERVICES

WHEREAS:

1. The City of Wyoming, in cooperation with the Township of Byron, Gaines Charter Township, and Penske Truck Leasing Company, L.P. (“Penske”), proposes to enter into an agreement to serve certain parcels with public water and sewer service.
2. There is an existing water main located in the 60th Street SW right-of-way that is owned and operated by the Byron Gaines Utility Authority.
3. Penske proposes constructing and installing a sanitary sewer main in the 60th Street SW right-of-way.
4. An Agreement to Serve Wyoming Parcels with Utility Services between the four parties, a copy of which is attached as Exhibit A (the “Agreement”), establishes the rights and obligations for each party.
5. The anticipated cost for Wyoming’s share of construction, based upon the engineer’s estimate, is approximately \$74,719, which can be financed out of the Water Fund Account No. 591-441-57300-972.573 after a budget amendment.
6. Wyoming will realize offsetting revenues from a special assessment at time(s) of connection of \$65,599.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Agreement is approved and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Exhibit A - Agreement

Resolution No. _____

STAFF REPORT

Date: May 2, 2023

Subject: 60th 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 15, 2023

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 60th 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:

60th Street west of Clyde Park Avenue is a borderline street with Byron Township; parcels north of 60th 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 60th Street. Penske Truck Leasing (Penske) is currently building a new facility on the south side of 60th Street (see blue parcel on following area map). Penske is connecting to the existing watermain in 60th Street and also needs to construct a new sanitary sewer main in 60th 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 60th Street and avoid constructing independent water and sewer mains. The City does not have water or sewer in this area of 60th 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 60th Street and extend sanitary sewer laterals to the property boundaries of City residents living along 60th 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 28th St SW, Wyoming, MI 49509 (**Wyoming**).

RECITALS

- A. Penske intends to develop property Penske owns at 1150 60th 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 60th Street, SW is the jurisdictional boundary line between Wyoming and Byron.
- F. There is an existing BGWS water main located in the 60th 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 60th Street, SW right-of-way between a connection to an existing sanitary sewer main owned by Wyoming located at the intersection of 60th 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 60th 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 60th 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 60th 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 th St SW	41-17-35-476-011
855 60 th St SW	41-17-35-476-012
901 60 th St SW	41-17-35-476-006
945 60 th St SW	41-17-35-476-005
975 60 th St SW	41-17-35-476-004
987 60 th St SW	41-17-35-476-003
1007 60 th St SW	41-17-35-451-010
1033 60 th St SW	41-17-35-451-009
1055 60 th St SW	41-17-35-451-006
1087 60 th 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 60th 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

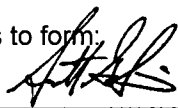
Date signed: _____, 2023

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 APPROVING AND AUTHORIZING SIGNING, PAYMENTS FOR, AND RECORDING OF 3RD TRANSMISSION MAIN PROJECT EASEMENTS

WHEREAS:

1. To fulfill a state mandate the city is constructing a third water transmission main from its water treatment plant in Park Township, Ottawa County to facilities in the city.
2. To construct that transmission main, the city needs to acquire easements where the transmission main cannot be installed in public rights-of-way.
3. Land Matters, the city’s contracted right-of-way agent, has negotiated two initial water transmission main and temporary construction easements on two parcels on Van Buren Street.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The proposed water transmission main and temporary constructions easements for parcel numbers 70-12-27-400-004 and 70-12-27-400-005 along Van Buren Street are approved and accepted. The Mayor and City Clerk are authorized and directed to sign the documents in the spaces provided on them.
2. City staff and Land Matters are authorized and directed to take all actions to pursuant to those documents, including paying the owners of each parcel \$4,495.00 (a total of \$8990.00) and recording the easements.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on May 15, 2023.

Date signed: May 16, 2023

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Easements

Resolution No. _____

STAFF REPORT

Date: May 10, 2023
Subject: New Holland Water Main Easements
From: Scott Smith, City Attorney
Meeting Date: May 15, 2023 City Council Meeting

RECOMMENDATIONS:

Adopt Resolution Approving and Authorizing Signing, Payments for, and Recording of 3rd Transmission Main Project Easements.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Construction of a third water transmission main will ensure continued adequacy of the public water supply for city customers over the next decades.

Safety – Safe, assured public water supply is essential for public health, fire suppression and response, and other needs.

Stewardship – Acquisition of needed third transmission main easements requires payment of just compensation to owners of affected property.

BUDGET IMPACT:

The proposed payments are covered in the estimated project costs and will be paid from the water fund.

DISCUSSION:

As we have previously discussed, the state is requiring the city to construct a third water transmission main from the city's water treatment plant in Ottawa County. When possible, the 60-inch diameter main will be placed in public rights-of-way. When that is not possible, the city must acquire easements.

These easements are being obtained from owners of property along Van Buren Street. They will be paid amounts negotiated by Land Matters, the city's right-of-way agents, using market data they accumulated.



MEMORANDUM

TO: City of Wyoming – Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: April 19, 2023
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line – 98th Alignment

On behalf of the City of Wyoming, a Water Transmission Main Easement and Temporary Construction Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-12-27-400-004

James & Pamela VanderZwaag
6136 120th Avenue
Holland, MI 49424

\$3,966.20 – Easement
528.80 – Temp Permit
\$4,495.00 – Total

Enclosed is the signed Water Transmission Main Easement, Temporary Construction Easement and completed W-9 form. Please make payment directly to the above property owner at the above address and send a copy of the payment check to us for our files.

Please have the City Attorney sign and return both documents to us so that we may properly record the Easements with the Ottawa County Register of Deeds. We will forward a copy to the property owner and the original to you upon recording.

If you have any questions, please give me a call. Thank you!

DP/bvk

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-12-27-400-004

The Grantor, **James VanderZwaag and Pamela VanderZwaag, Trustees of the James and Pamela VanderZwaag Trust u/a/d April 12, 2017**, whose address is 6136 120th Ave., Holland, MI 49424

in exchange for the consideration of **Five Hundred Twenty Eight Dollars and Eighty Cents (\$528.80)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Temporary Easement Area** for the purposes of constructing, installing, and inspecting an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. This easement is subject to the following:

1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor (except as otherwise provided in 3.B), to the condition existing immediately before that work. If work occurs at the end of a construction season, restoration will occur when weather conditions are such that it is more likely to be reasonably successful.
2. If crops are damaged due to City work in the Temporary Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.
3. City's rights under this temporary easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
4. This easement shall terminate when the construction, installation and inspection of the water transmission main is completed and Grantor's property, including the Temporary Easement Area is restored.
5. This temporary easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Temporary Easement Area is located.
6. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council.

[Signed on next page.]

DATED: April 18, 2023

Approved as a form:

[Signature]
Scott G. Smith, City Attorney

GRANTOR:

James and Pamela VanderZwaag Trust u/a/d April 12, 2017

James VanderZwaag Trustee
By: James VanderZwaag, Trustee

Pamela VanderZwaag trustee
By: Pamela VanderZwaag, Trustee

STATE OF MICHIGAN)
COUNTY OF Ottawa)ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 18th day of April 2023 by James VanderZwaag and Pamela VanderZwaag, Trustees of the James and Pamela VanderZwaag Trust u/a/d April 12, 2017.

DEBORAH S. POEDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec 25, 2028
Acting in the County of Ottawa

[Signature]
Deborah S. Poeder Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12/25/28
Acting in the County of Ottawa

[Signed on next page.]

CITY OF WYOMING:

By: Kent VanderWood, Mayor

By: Kelli A. VandenBerg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this _____ day of _____, 20____, by Kent VanderWood, Mayor of the City of Wyoming, and Kelli A. VandenBerg, City Clerk of the City of Wyoming.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

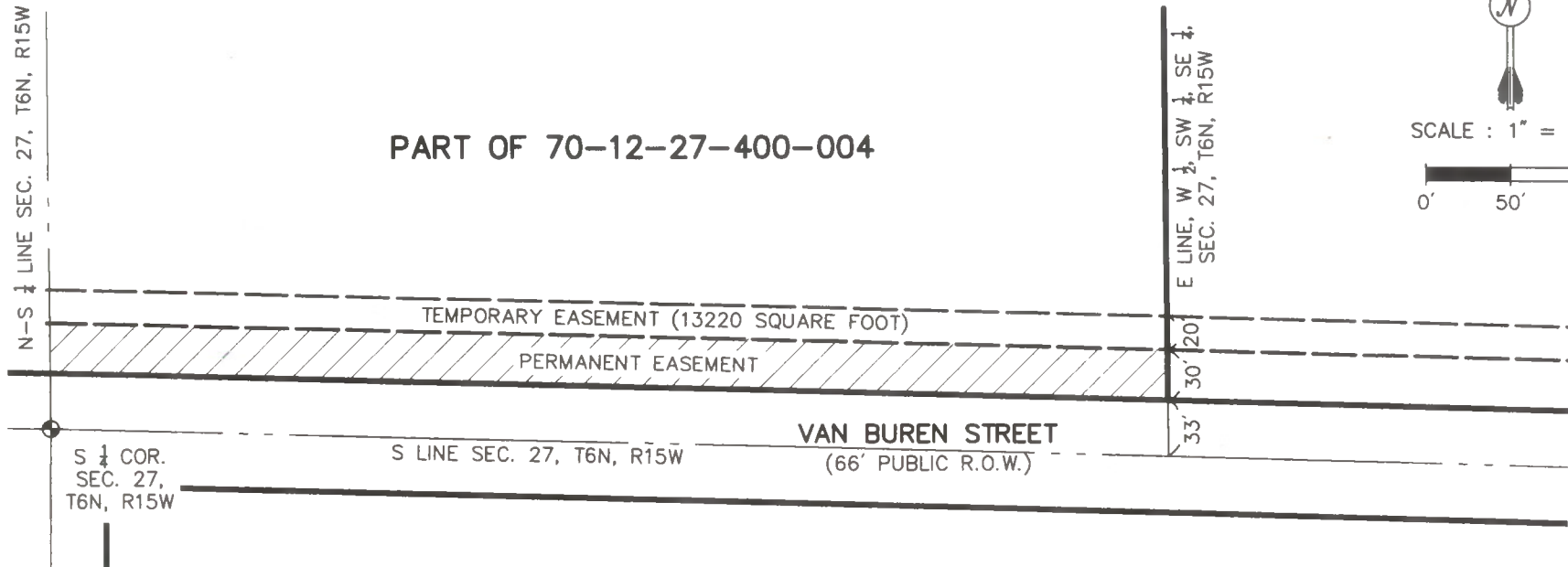
When recorded, return to:
Kelli A. VandenBerg
Wyoming City Clerk
1155 28th St., SW, PO Box 905
Wyoming, MI 49509

EASEMENT SKETCH

70-12-27-400-004
EXHIBIT "A"



SCALE : 1" = 100'



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

EASEMENT DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 30.00 FEET OF THE SOUTH 63.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION. (19831 SQUARE FEET)

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
CITY OF WYOMING
PUBLIC WORKS ADMIN
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 36
TOWN 6 NORTH, RANGE 16 WEST
PORT SHELDON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 09/12/2022
Project No. 2180630

PAGE
1 OF 1

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-12-27-400-004

The Grantor, **James VanderZwaag and Pamela VanderZwaag, Trustees of the James and Pamela VanderZwaag Trust u/a/d April 12, 2017**, whose address is 6136 120th Ave., Holland, MI 49424

in exchange for the consideration of **Three Thousand Nine Hundred Sixty Six Dollars and Twenty Cents (\$3,966.20)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to any water transmission main improvements located above ground as described/depicted on Exhibit A.
 - B. The Easement Area may be improved by landscaping, paving for driveways, walkways, or parking areas, and by installing fences. Other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. Alternatively, at City's option, City may pay Grantor for the reasonable cost to seed lawns and to replace shrubs and trees with nursery stock. Fences will be removed without expense to Grantor and restored, in City's sole discretion, by City's contractor without expense to Grantor or City will reimburse Grantor for the cost to restore the fence. If Grantor locates them for City before work begins, underground irrigation or

electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.

4. Farm crops may be planted and livestock may graze in the Easement Area. However, fruit trees, grape vines, or other orchard or vineyard plants that depend on perennial growth shall not be planted in the Easement Area after the date of this easement. If crops are damaged due to City work in the Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.
5. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
6. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.
7. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.
8. This easement may be modified only in writing with the approval of the Wyoming City Council.

DATED: _____

Approved as a form:



Scott G. Smith, City Attorney

[Signed on next page.]

GRANTOR:

James and Pamela VanderZwaag Trust u/a/d April 12, 2017

James VanderZwaag Trustee
By: James VanderZwaag, Trustee

Pamela VanderZwaag, Trustee
By: Pamela VanderZwaag, Trustee

STATE OF MICHIGAN)
COUNTY OF Ottawa)ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 18th day of April 2023 by **James VanderZwaag and Pamela VanderZwaag, Trustees of the James and Pamela VanderZwaag Trust u/a/d April 12, 2017**

Deborah S. Poeder
Deborah S. Poeder Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12/25/28
Acting in the County of Ottawa

DEBORAH S. POEDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec 25, 2028
Acting in the County of Ottawa

[Signed on next page.]

CITY OF WYOMING:

By: Kent VanderWood, Mayor

By: Kelli A. Vandenberg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this _____ day of _____, 20____, by Kent VanderWood, Mayor of the City of Wyoming, and Kelli A. Vandenberg, City Clerk of the City of Wyoming.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

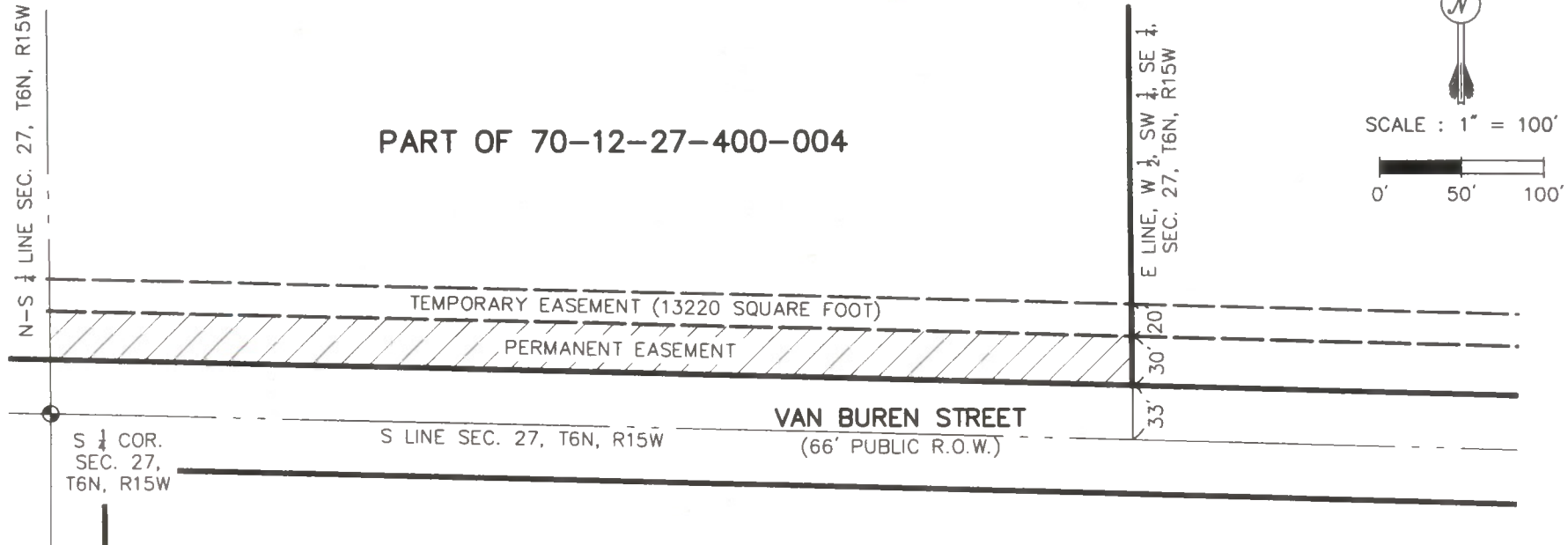
Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St., SW, PO Box 905
Wyoming, MI 49509

EASEMENT SKETCH

70-12-27-400-004

EXHIBIT "A"



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

EASEMENT DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 30.00 FEET OF THE SOUTH 63.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION. (19831 SQUARE FEET)

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CLIENT:
CITY OF WYOMING
PUBLIC WORKS ADMIN
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 36
TOWN 6 NORTH, RANGE 16 WEST
PORT SHELDON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 09/12/2022
Project No. 2180630

PAGE
1 OF 1



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: May 3, 2023
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

On behalf of the City of Wyoming, a Water Transmission Main Easement and Temporary Construction Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-12-27-400-005

Bill & Marsha Schreur Rev. Family Trust	\$ 3,966.20 - Easement
10355 Holiday Drive	<u>528.80</u> - Temp Permit
Zeeland, MI 49464	\$ 4,495.00 - Total

Enclosed is the signed Water Transmission Main Easement, Temporary Construction Easement and completed W-9 form. Please make payment directly William Schreur at the above address and send a copy of the payment check to us for our files.

Please have the City Attorney sign and return both documents to us so that we may properly record the Easements with the Ottawa County Register of Deeds. We will forward a copy to the property owner and the original to you upon recording.

If you have any questions, please give me a call. Thank you!

DP/kjj

Land Matters Inc.

488 Kinney Avenue NW, Grand Rapids, Michigan 49534
Phone: 616.791.9805 Fax: 616.791.9815 www.landmatters.com

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-12-27-400-005

The Grantor, **William Schreur and Marsha Faye Schreur, Independent Co-Trustees of the Bill and Marsha Schreur Revocable Family Trust u/a/d September 17, 2013**, whose address is 10355 Holiday Dr., Zeeland, MI 49464

in exchange for the consideration of **Three Thousand Nine Hundred Sixty Six Dollars and Twenty Cents (\$3,966.20)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to any water transmission main improvements located above ground as described/depicted on Exhibit A.
 - B. The Easement Area may be improved by landscaping, paving for driveways, walkways, or parking areas, and by installing fences. Other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. Alternatively, at City's option, City may pay Grantor for the reasonable cost to seed lawns and to replace shrubs and trees with nursery stock. Fences will be removed without expense to Grantor and restored, in City's sole discretion,

by City's contractor without expense to Grantor or City will reimburse Grantor for the cost to restore the fence. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.

4. Farm crops may be planted and livestock may graze in the Easement Area. However, fruit trees, grape vines, or other orchard or vineyard plants that depend on perennial growth shall not be planted in the Easement Area after the date of this easement. If crops are damaged due to City work in the Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.

5. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.

6. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

7. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

8. This easement may be modified only in writing with the approval of the Wyoming City Council.

DATED: 5/2/2023

Approved as a form:



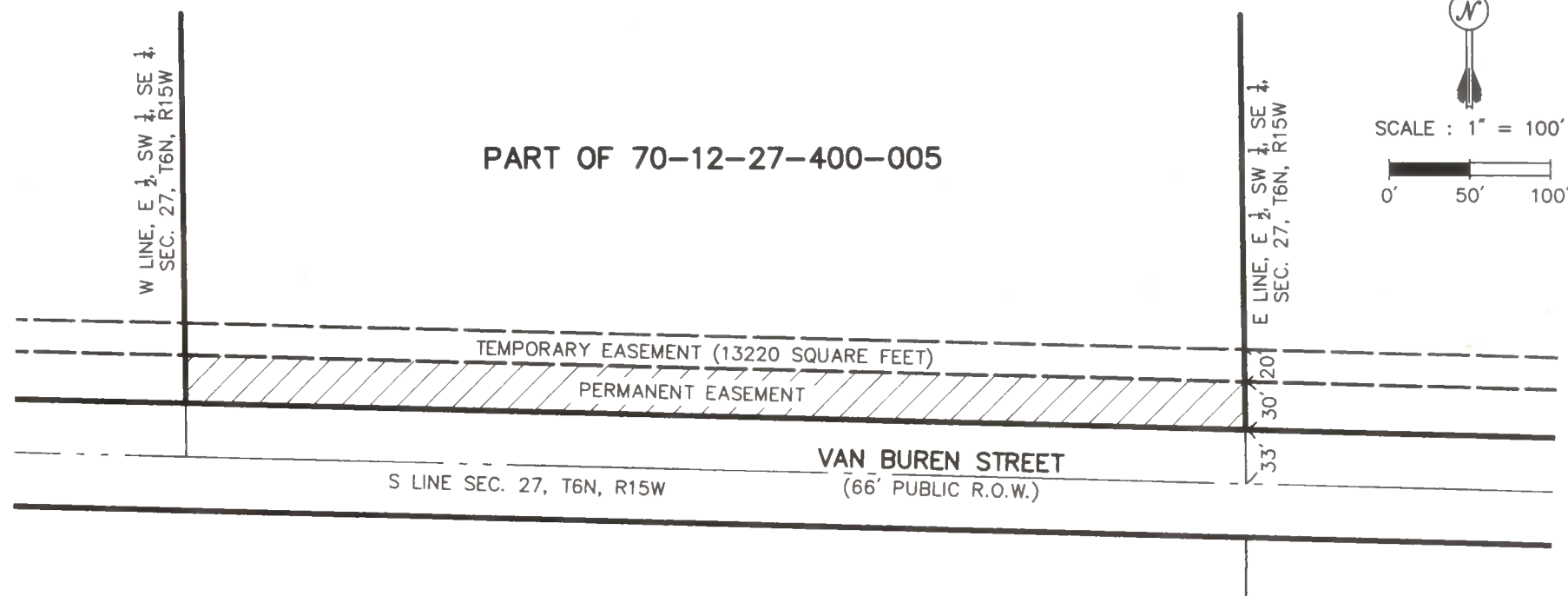
Scott G. Smith, City Attorney

[Signed on next page.]

EASEMENT SKETCH

70-12-27-400-005

EXHIBIT "A"



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

EASEMENT DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 30.00 FEET OF THE SOUTH 63.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION. (19831 SQUARE FEET)

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CLIENT:
CITY OF WYOMING
PUBLIC WORKS ADMIN
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 36
TOWN 6 NORTH, RANGE 16 WEST
PORT SHELDON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 09/12/2022
Project No. 2180630

PAGE
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-12-27-400-005

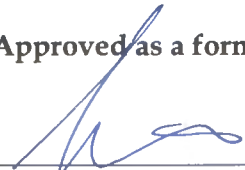
The Grantor, **William Schreur and Marsha Faye Schreur, Independent Co-Trustees of the Bill and Marsha Schreur Revocable Family Trust u/a/d September 17, 2013**, whose address is 10355 Holiday Dr., Zeeland, MI 49464

in exchange for the consideration of **Five Hundred Twenty Eight Dollars and Eighty Cents (\$528.80)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Temporary Easement Area** for the purposes of constructing, installing, and inspecting an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. This easement is subject to the following:

1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor (except as otherwise provided in 3.B), to the condition existing immediately before that work. If work occurs at the end of a construction season, restoration will occur when weather conditions are such that it is more likely to be reasonably successful.
2. If crops are damaged due to City work in the Temporary Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.
3. City's rights under this temporary easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
4. This easement shall terminate when the construction, installation and inspection of the water transmission main is completed and Grantor's property, including the Temporary Easement Area is restored.
5. This temporary easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Temporary Easement Area is located.
6. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council.

[Signed on next page.]

DATED: 5/2/2023

Approved as a form:


Scott G. Smith, City Attorney

GRANTOR:
Bill and Marsha Schreur Revocable Family Trust u/a/d September 17, 2013



William Schreur, Independent Co-Trustee




Marsha Faye Schreur, Independent Co-Trustee

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in OTTAWA County, Michigan on this 2nd day of MAY 2023, by William Schreur and Marsha Faye Schreur, Independent Co-Trustees of the Bill and Marsha Schreur Revocable Family Trust u/a/d September 17, 2013.

THOMAS A. PALARZ
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires 07/22/2027
Acting in the County of OTTAWA



Thomas A. PALARZ Notary Public
State of Michigan, County of OTTAWA
My Commission Expires: 7/22/2027
Acting in the County of OTTAWA

[Signed on next page.]

CITY OF WYOMING:

By: Kent VanderWood, Mayor

By: Kelli A. VandenBerg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this _____ day of _____, 20____, by Kent VanderWood, Mayor of the City of Wyoming, and Kelli A. VandenBerg, City Clerk of the City of Wyoming.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

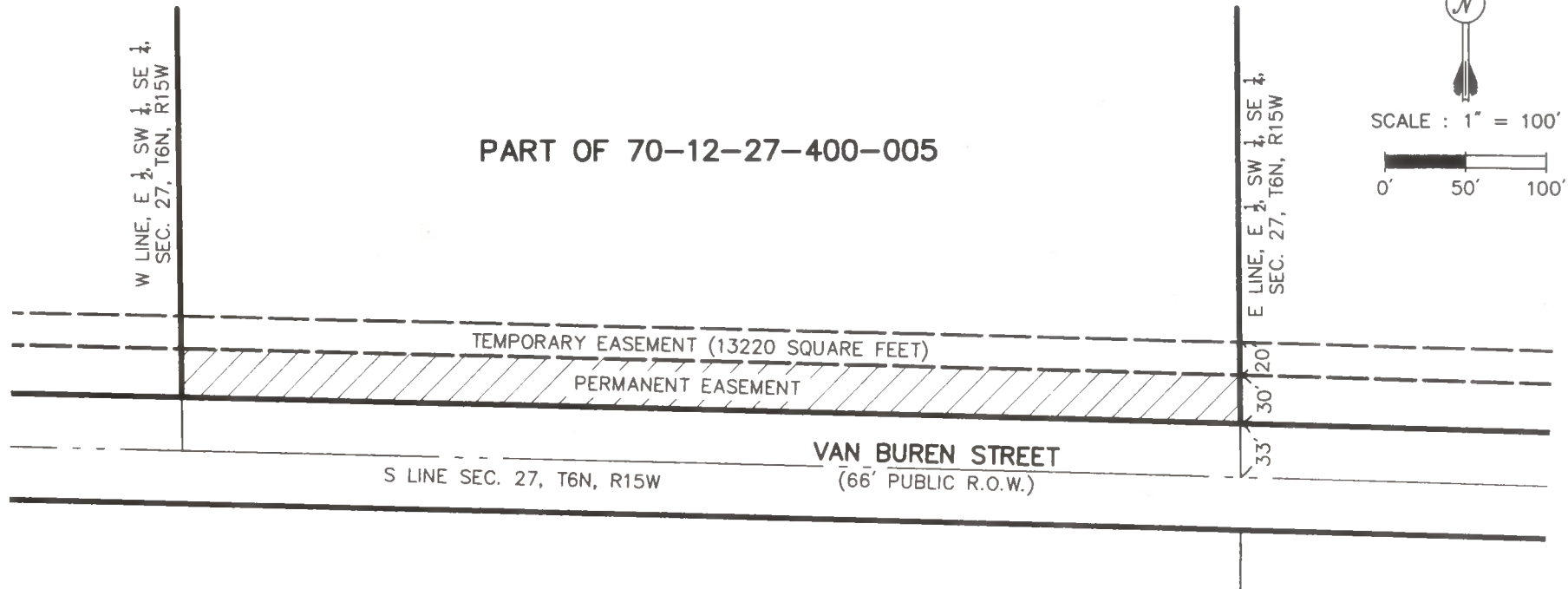
Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. VandenBerg
Wyoming City Clerk
1155 28th St., SW, PO Box 905
Wyoming, MI 49509

EASEMENT SKETCH

70-12-27-400-005

EXHIBIT "A"



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.

EASEMENT DESCRIPTION

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CLIENT:
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PUBLIC WORKS ADMIN
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 36
TOWN 6 NORTH, RANGE 16 WEST
PORT SHELDON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 09/12/2022
Project No. 2180630

PAGE
1 OF 1

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN
THE 2ND AMENDMENT TO A TRAIL DESIGN CONTRACT WITH PROGRESSIVE AE

WHEREAS:

1. The city has contracted with Progressive AE for design and other professional engineering services needed for its city center project.
2. Additional professional engineering services are needed to provide engineering services needed to add a HAWK signal for the trail crossing of DeHoop Ave SW.
3. Progressive AE, Inc. provided a proposal for those additional services.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 2nd Amendment to the Trail Design Contract with Progressive AE, Inc is approved and the Mayor and City Clerk are authorized and directed to sign it on the city's behalf. All City officers and employees are authorized and directed to take all actions needed to implement that contract according to its terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: May 10, 2023
Subjects: Second Amendment to Trail Design Contact
From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney
Meeting Date: May 15, 2023

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the Second Amendment to Trail Design contract with Progressive AE.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved by the new trails and HAWK signal to safely connect users to neighborhoods and amenities.

Safety – HAWK signals provide enhanced safety at mid-block crossings.

Stewardship – Making the pedestrian/bicycling bridge and trail projects “shovel-ready” by completing the design work enhances opportunities to attract federal and state funding and is also a key to using ARPA funds within the deadlines for their use.

BUDGET IMPACT:

A benefit-cost analysis shows this city investment will significantly enhance the tax base in the city center area. Monies for this work are available in the City’s capital project fund for the City Center project.

DISCUSSION:

A key component to the city center project is the connection over 28th Street SW and additional segments of trails that will make the city center a hub for pedestrians and cyclists. This connection will enable pedestrians and cyclists to safely cross 28th Street SW, to access key community amenities (*e.g.*, Pinery Park, the WSC, city hall/justice center complex, KDL branch, Grace Christian University, and police building), retailers and service providers, restaurants, neighborhoods, churches, and other places on both sides of 28th Street SW. The trails will connect to various West Michigan trails providing access to Byron Center, Kentwood, Millennium Park, downtown Grand Rapids, and, ultimately, to the lakeshore.

To help facilitate the safe crossing of DeHoop Avenue the City intends to place a high-intensity activated crosswalk (HAWK) traffic signal on the proposed trail crossing on DeHoop Ave SW north of 28th St SW signal at the mid-block location where the trail under the Consumer’s Energy lines will occur. This trail will connect Pinery Park to Grace Christian University.

Total cost of this amendment is \$9,355.

CITY OF
Wyoming
MICHIGAN

2ND AMENDMENT TO TRAIL DESIGN CONTRACT
PROGRESSIVE AE, INC.

This 2nd Amendment to Trail Design Contract (**2nd Amendment**) is made as of as of May 16, 2023 (**Effective Date**) and amends for a second time the Trail Design Contract dated as of June 21, 2022 between the City of Wyoming (**City**) and Progressive AE, Inc. (**Professional**).

RECITALS

A. City wishes to add additional engineering and design services to place a high-intensity activated crosswalk (**HAWK**) traffic signal on the propose trail crossing on DeHoop Ave SW north or 28th St SW (the **Added Services**).

B. Professional submitted a proposal for that work, a copy of which is attached as Exhibit A (**Proposal**):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this 2nd Amendment, including the compensation stated in the proposal, the parties agree:

1. Professional will perform the Added Services for the compensations stated in the Proposal to be invoiced at Professional's current Schedule of Invoice Rates attached as a part of the Proposal.

2. All other terms of the Trail Design Contract remain in full effect. The parties note that Professional's "Standard Agreement Provisions for Professional Services" are intentionally omitted and are not a part of this Contract because many of them are included in the Trail Design Contract.

City and Professional have signed this 2nd Amendment as of the Effective Date.

City of Wyoming

Progressive AE, Inc.

By: _____
Kent Vanderwood, Mayor

By: _____
Daniel W. Westenburg PE, LEED AP, Senior Civil Engineer

By: _____
Kelli A. Vandenberg, City Clerk

By: _____
William W. Culhane RA, CDT, LEED AP
Director of Project Delivery, Principal

Date signed: May __, 2023

Approved as to form:

Date signed: May __, 2023

Scott G. Smith, City Attorney

March 15, 2023

Nicole Hofert
Director of Community and Economic Development
City of Wyoming
1155 28th Street SW, P.O. Box 905
Wyoming, MI 49509-0905

Re: Proposal for HAWK Traffic Signal Design for Trail Crossing at DeHoop Avenue

Dear Ms. Hofert,

Progressive AE, Inc. (Progressive AE) is pleased to present this proposal for engineering services for traffic engineering and signal design for a new High-Intensity Activated Crosswalk (HAWK) traffic signal at the proposed trail crossing of DeHoop Avenue, north of 28th Street. Following is our understanding of the project, our scope of services, clarifications, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

The proposed HAWK signal would be located approximately 1400-feet north of the signalized intersection of Dehoop Avenue and 28th Street SW to serve the safe pedestrian crossing of the non-motorized trail. The estimated construction cost of the HAWK signal, depending on whether the strain poles are wood or steel, is \$100,000 (one hundred thousand dollars) to \$130,000 (one hundred thirty thousand dollars). It is currently understood that this signal would be fully funded for construction by the City of Wyoming (City) and the City would be the maintaining agency for the signal.

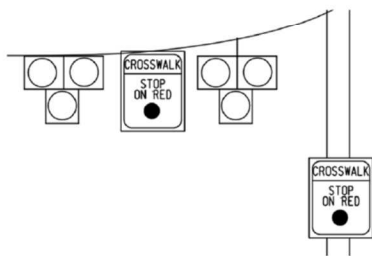


Figure 1 – Location of HAWK traffic signal on DeHoop Avenue.

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

SCOPE OF BASIC SERVICES

Based upon the above project understanding, Progressive AE will provide the following scope of services.

Task 1: Geotechnical Investigation

We recommend that a soil boring to a depth of 25-feet be taken on one of the sides of DeHoop Avenue. The soil boring will be taken to confirm foundation design for this strain pole. We will plan to have a geotechnical sub-consultant perform this work.

**The cost for Geotechnical Investigation is estimated to be \$3,000
(three thousand dollars)**

Task 2: Preliminary and Final Design

Progressive AE will prepare documents as necessary to submit preliminary design and final design packages for the City and Consumers Energy to review. The preliminary and final design includes an on-site field investigation, detailed design and construction plans, cost estimates, special provisions, and supplemental specifications. All designs are to comply with current Michigan Department of Transportation (MDOT) and City signal standards.

Progressive AE's quality control standards for traffic signal design are based on current MDOT Standard Specifications for Construction (2020), Traffic Signal Design Guides, Operational Guidelines, Signal Statewide Special Details, and Special Provisions as well as ADA compliance for accessible ramp and sidewalk design and AASHTO standards. Progressive AE will prepare cost estimates for the scope of work using Michigan Engineer's Resource Library (MERL) and MDOT 2020. Pay Items and average unit prices that are recent and current based regional data. An on-site kickoff meeting with the City will be completed as a pre-design meeting to confirm the understanding of the traffic signal design appurtenances required to be designed at the intersection.

**The cost for Preliminary and Final Design is estimated to be \$6,355
(six thousand three hundred fifty-five)**

CLARIFICATIONS

Steel or Wood Strain Poles

Depending on the traffic signal contractor selected to perform this work and the steel strain pole fabricator selected by the contractor to provide signal poles; the fabrication time of the steel strain poles, after approved shop drawings are returned to the contractor, could take up to 24 to 26-weeks to complete. Some variability in the schedule should be expected for material procurement and weather constraints. If all wood strain poles are to be included and no steel strain poles are desired for this signal, it will remove this long lead item from consideration for this project and simplify the design and construction.

The scope of this project does not include bidding or construction oversight. These services can be included if desired through a change in services request.

SCHEDULE

Once authorized, design would begin in April 2023, construction set of drawings for the HAWK signal would be ready for bidding by July 1, 2023, and could be constructed shortly thereafter.

PROFESSIONAL COMPENSATION

Based upon the above-identified scope of services, Progressive AE proposes professional compensation to complete this work as a stipulated sum for an amount totaling \$9,355 (nine thousand three hundred fifty-five dollars). Reimbursable expenses are included in the stipulated sum. Progressive AE will provide additional services upon written request, on an hourly basis to be billed in accordance with the attached Schedule of Invoice Rates. Professional fees and reimbursable expenses will be invoiced according to the terms as outlined within the attached Standard Agreement Provisions.

Progressive AE has prepared this proposal for the City of Wyoming and request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

Schedule of Invoice Rates - 2023

Hourly Staff Charges

Class 10 Personnel:	Directors, Principals	\$265/hour
Class 9 Personnel:	Practice Leader, Project Principal, Senior Construction Leader, Senior Project Manager	\$215/hour
Class 8 Personnel:	Senior Architect, Senior Construction Administrator, Senior Engineer, Senior Healthcare Planner, Senior Project Manager	\$190/hour
Class 7 Personnel:	Construction Superintendent, Senior Project Manager, Senior Architect, Senior Designer, Senior Engineer	\$170/hour
Class 6 Personnel:	Construction Superintendent, Engineer II, Project Manager II, Senior Designer, Senior Technician, Senior Interior Designer	\$145/hour
Class 5 Personnel:	Architect II, Engineer I, Preconstruction Coordinator/Estimator, Project Manager I, Scientific Operations Specialist	\$130/hour
Class 4 Personnel:	Architect I, Architectural Designer, Construction Project Manager, Construction Superintendent, Graduate Engineer, Interior Designer II, GIS Technician, Planner I, Technician II, Water Resource Specialist	\$110/hour
Class 3 Personnel:	Associate Planner, Construction Observer, Executive Assistant, Field Scientist, Graduate Architect, Technician I	\$ 90/hour
Class 2 Personnel:	Graduate Interior Designer, Project Assistant	\$ 80/hour
Class 1 Personnel:	Interns	\$ 60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 65.5¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

January 12, 2023

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
 Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER ONE AND
CHANGE ORDER NUMBER TWO FOR THE GEZON, IDEAL, JACKSON,
KELLOGGSVILLE, AND PRAIRIE PARKS SECURITY CAMERA SYSTEM PROJECT

WHEREAS:

1. On December 19, 2022, City Council adopted Resolution number 27565 awarding the bid for the purchase and installation of security camera systems at Gezon, Ideal, Jackson, Kelloggsville, and Prairie Parks to Knight Watch in the total amount of \$123,493.18.
2. As detailed in the attached staff report, it is recommended City Council accept change order number one for the Prairie Park conduit trenching in the total estimated amount of \$8,149.49.
3. It is also recommended City Council accept change order number two for the Ideal Park conduit trenching in the total estimated amount of \$9,615.76.
4. There are sufficient funds in the project contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves change order number one in the total estimated amount of \$8,149.49.
2. The City Council approves change order number two in the total estimated amount of \$9,615.76.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Change Orders

Resolution No. _____

STAFF REPORT

Date: May 3, 2023
Subject: Security Camera System Installation Change Orders
From: Krashawn Martin, Director of Parks and Recreation
CC: Paul Gerndt, Director of Information Technology
Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended the City Council concur with two change orders for the security camera system installation jointly by the Parks and Recreation and Information Technology Departments at the Ideal and Prairie Park locations.

COMMUNITY, SAFETY, STEWARDSHIP:

Well-maintained and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. Security cameras help to preserve the integrity of facility by reducing vandalism and assist in public safety investigative needs when necessary.

DISCUSSION:

On December 19, 2022, City Council approved Resolution number 27565 to accept proposals from Knight Watch for the purchase and installation of security camera systems at Gezon, Ideal, Jackson, Kelloggsville, and Prairie Parks. The installations are progressing at each location and there are two changes orders to address additional labor incurred to install underground conduit. The change orders include:

- Change Order Proposal #EST012811 – Prairie Park conduit trenching, \$8,149.49.
- Change Order Proposal #EST012812 – Ideal Park conduit trenching, \$9,615.76.

BUDGET IMPACT:

The total cost of the two change orders is \$17,765.25 There are sufficient funds in the project's contingency, so no budget amendment is necessary.



Proposal# EST012811

Proposal Date: 4/27/2023

Customer: CITY OF WYOMING
Project: Prairie Park Camera System Conduit
Work Site: CO
2250 PRAIRIE PARK PKWY SW
WYOMING, MI 49519

Prepared By: Logan Ball
Bill To: CITY OF WYOMING
1155 28TH ST SW
WYOMING, MI 49509

Dear Todd,

Here is the quote for the additional labor incurred by the underground conduit that was previously thought to be existing was in fact direct burial cable.

Sub Contractor scope
Install (3) underground pull boxes - (1) at the building and (1) at each pole.
Trench from building out to both poles.
Install 3/4" PVC conduit to each pole and new 1.25" conduing into the building.

Installing the cat6 is part of the previous approved quote.

Sub's assumptions and clarifications
UG utilities will be traced before trenching each park to make sure we don't hit anything.
Trencher cost included in each price.
Equipment is a few weeks out scheduling wise from time of approval.
All trench will be backfilled and have new grass seed applied by sub

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 30 days.
- Payment due within 30 days of invoice.
- Progressive billing will apply to project beginning at parts order.
- Installation to occur during normal busines hours 8AM-5PM Monday - Thursday and excludes holidays. Late spring/early summer install dates based on a mutually agreed schedule when the snow is melted.
- No UPS back up is included.
- No cable certification is included.
- All existing underground conduit assumed to be in good usable condition with pull boxes in the ground. Any issues with the use of existing conduit can ensue additional charges if repair or replacement of the conduit is needed at an park.
- Existing power will be utilized for the head end devices.
- Existing system downtime is inevitable during switch over to Avigilon. Knight Watch will keep this downtime to a minimum because we know security coverage at the parks is of high importance.
- PoE rated Lighting protection included in the base Shareco Communications cost for each used cable installed. None priced for spare cables.
- Grounding of the LP included. Proper grounding location assumed to be in NVR room.
- No lift rental is included.

Quantity	Description	Unit Price	Extended Price
1.00	Sub Contractor Labor Services - Shareco	\$8,047.47	\$8,047.47
1.00	Project Management	\$102.02	\$102.02
0.00	Installation	\$112.82	\$0.00
0.00	Programming	\$132.87	\$0.00



Sincerely,

Logan Ball

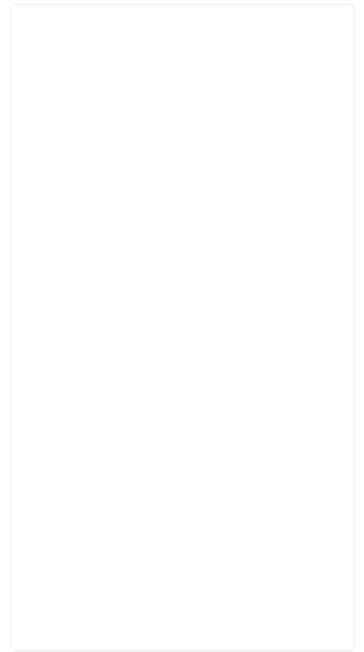
Subtotal	\$8,149.49
Tax	\$0.00
Total	\$8,149.49

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____







Proposal# EST012812

Proposal Date: 4/27/2023

Customer: CITY OF WYOMING
Project: Ideal Park Camera System Phase 2
Work Site: conduit CO
5843 CRIPPEN AVE SW
GRAND RAPIDS, MI 49548

Prepared By: Logan Ball
Bill To: CITY OF WYOMING
1155 28TH ST SW
WYOMING, MI 49509

Dear Todd,

Here is the quote for the additional labor incurred by the underground conduit that was previously thought to be existing was in fact direct burial cable.

Sub contractor Scope:

Install (2) underground pull boxes- (1) at the building and (1) at the close pole. (1) existing at far pole.

Trench from building out to both poles.

Install 3/4" PVC conduit to each pole and utilize existing 1.25" conduit in the building, extend to new pull box.

Use asphalt patch to repair trench through the walkway.

Install cat 6 cabling into new conduit (covered in previous quote)

Sub's assumptions

UG utilities will be traced before trenching each park to make sure we don't hit anything.

Trencher cost included in each price.

Equipment is a few weeks out scheduling wise from time of approval.

All trench will be backfilled and have new grass seed applied by sub

Please let me know if you have any questions.

Disclosures:

-Proposal valid for 30 days.

-Payment due within 30 days of invoice.

-Progressive billing will apply to project beginning at parts order.

-Installation to occur during normal business hours 8AM-5PM Monday - Thursday and excludes holidays. Late spring/early summer install dates based on a mutually agreed schedule when the snow is melted.

-No UPS back up is included.

-No cable certification is included.

Quantity	Description	Unit Price	Extended Price
1.00	Sub Contractor Labor Services - Shareco	\$9,513.74	\$9,513.74
1.00	Project Management	\$102.02	\$102.02
0.00	Installation	\$114.78	\$0.00
0.00	Programming	\$135.18	\$0.00



Sincerely,

Logan Ball

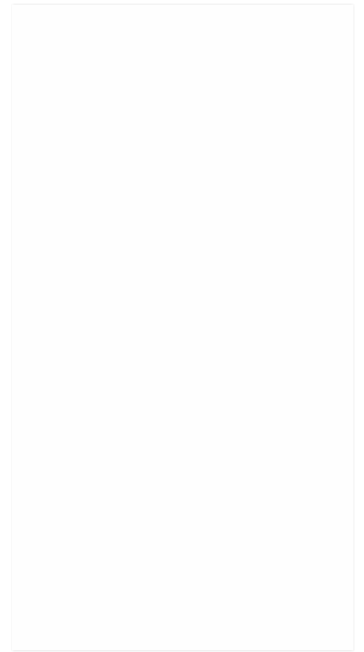
Subtotal	\$9,615.76
Tax	\$0.00
Total	\$9,615.76

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____





RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A CONTRACT FOR YOUTH SOCCER PROGRAM
SERVICES WITH MICHIGAN POWER FUTBOL ACADEMY (MPFA)

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council enter into a contract with Michigan Power Futbol Academy (MPFA) to provide youth soccer program services.
2. Payment to MPFA for the fall and spring season is not expected to exceed \$7,000 for either season.
3. Funds are budgeted in account number 208-752-76100-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes entering into a contract with Michigan Power Futbol Academy (MPFA).
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: May 1, 2023
Subject: Youth Soccer Services Contract
From: Lynn Clarke, Recreation Supervisor
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended that the City Council authorize the contract for Youth Soccer program services to Michigan Power Futbol Academy (MPFA) for the City of Wyoming Parks and Recreation Department.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Parks and Recreation Department is committed to providing recreational programs that enrich the quality of life for residents. Youth recreation programming provides opportunities for health and wellness and social and emotional development. Through the program, young residents begin forming and understanding community, learn the tenets of good sportsmanship, learn to play the game safely and grow in their training in a learning environment through friendly competition.

DISCUSSION:

The City of Wyoming Parks and Recreation Department has offered youth soccer programs for residents since 1999 serving youth ages 4 to 12 years old. The program has continued to grow each year and in fiscal year 2023 they served 553 youth.

Around 2018 the City of Wyoming Parks and Recreation Department began working with Michigan Power Futbol Academy (MPFA) to provide training services to volunteer coaches and youth referees for the program. Partnering with a local organization with expertise in the field, provides key training to build confidence and quality among volunteer coaches, referees, and participants.

MPFA has proven to be a successful partner in the youth soccer program and positions the department to continue to grow in impacting youth in Wyoming through athletics.

BUDGET IMPACT:

Payment to MPFA for the fall and spring season will not exceed \$7000 for either season. The soccer training programs, summer league and Smart Start will be on an 80/20 split so payment will depend on enrollment. Funds are budgeted for program services in account number 208-752-76100-956.000.

Attachment:
Contract

PARKS & RECREATION SERVICES CONTRACT

This Parks and Recreation Services Contract is made as of March 2, 2023 between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (“**City**”), and Michigan Power Futbol Academy, a Michigan nonprofit corporation of 1971 East Beltline NE, Suite 106-PMB #203, Grand Rapids, MI 49525 (“**Contractor**”).

RECITALS

A. The City, as part of a myriad athletic and recreational opportunities it provides City residents, sponsors a youth soccer league program at City parks and the City wishes to provide education and training for its youth soccer coaches and referees, and secure program assistance where appropriate for its youth soccer programming, as further described in subsection 1.A (“**Contractor Services**”).

B. Contractor’s purpose is to act as the city representative and develop young people into healthy, skilled, hardworking athletes, through various and detailed professional administrative and overall program operational duties as contracted.

TERMS AND CONDITIONS

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

1. Contractor’s Services.

A. Contractor will provide, for Fiscal Year 2024:

1. A minimum of two coaches clinics to align with the fall (1 clinic) and spring (1 clinic) seasons.
2. A minimum of two referee clinics to align with the fall (1 clinic) and spring (1 clinic) seasons.
3. Contractor will provide training support to volunteer coaches, referees, paid instructors and players in City youth soccer programs.
4. Contractor will provide onsite staff to oversee practices, games, and programs. The oversight will include making sure players, coaches and fans are following rules and showing good sportsmanship.
5. Contractor will hire and assign referees as appropriate.
6. Contractor will hire, train, and run all personnel for Soccer Training programs and camps.
7. Contractor will communicate scheduling needs to the City with as much notice as possible.

B. User must have a written first aid plan, written concussion protocol, train User’s coaches and officials regarding basic first aid and the concussion protocol, and provide its coaches and officials basic first aid supplies, and certify to City that it has done so as follows:

1. User must train User’s coaches and officials and educate youth athletes and their parents/guardians regarding concussions and their consequences; address suspected youth sports concussions as a result of athletic event participation; and maintain all necessary forms and records as required by applicable Michigan laws, rules and regulations. User and User’s coaches, officials and other participants must adhere to all laws, rules and regulations regarding concussions. User shall provide concussion protocol statements to the City upon request.
2. User must provide basic first aid supplies and train User’s coaches and officials in basic first aid and first aid procedures to address basic injuries of participants.

2. City Obligations.

- A. City will work with Contractor to establish minimum and maximum participation for each program
- B. City will take registrations for all soccer programs.
- C. City will purchase all t-shirts for players and coaches and sort by team for fall and spring league seasons.
- D. City will place participants on teams and match volunteers to coach for fall and spring league seasons.
- E. City will provide equipment for each team as well as league games.

F. City will have final authority of a participant(s) registration and maintaining eligibility of participant(s) to remain enrolled within the program. Requests by the contractor for participant removal from the program for cause, including violations for inappropriate player conduct, violation of league rules, or similar concerns will be entertained and reasonably upheld.

G. City will pay Contractor up to \$7000 for the fall league season.

H. City will pay Contractor up to \$7000 for the spring league season.

I. City will pay contractor 80% of registrations for all programs outside of the fall and spring league registrations.

J. City will provide fields, facilities and some equipment as agreed between City's Parks and Recreation Department and Contractor. City cannot make all City fields, facilities and equipment risk free. City is not representing it has minimized or will minimize risks of using City fields, facilities or equipment. Among other risks of using City fields, facilities and equipment is a risk of personal injury, property damage, or contagion exposure or infection. Contractor, for itself and its personnel, agrees use of City fields, facilities or equipment is at Contractor's own risk.

3. Qualifications and Performance. Contractor and its personnel have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications Contractor represented to City staff. The Classes require the experience, expertise, skill, reputation and personalities of Contractor's personnel. Therefore, no other individual, group or entity shall be engaged to perform with or instead of Contractor without City's prior written consent.

4. Independent Contractor.

Contractor is an independent contractor. Contractor and Contractor's directors, officers, employees and agents are not and shall not be represented to be City employees. Accordingly, Contractor is solely responsible for paying any compensation due Contractor's officers, directors, employees, contractors and agents. City will not provide any liability or other insurance coverage for Contractor. Contractor is solely responsible for any such coverage Contractor is required to have or may wish to have. City will not carry insurance covering Contractor for any injuries or property damage Contractor may suffer or experience in Contractor's performance under this Contract.

5. Nondiscrimination and Respect.

City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex (as defined in 5.A.), height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well),

Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

G. Contractor and its officers, directors, employees, volunteers, and agents will comply with the remaining provisions of this Contract.

H. Contractor will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

I. Neither Contractor nor its directors, officers, or employees: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public transaction or contract; violating federal or state antitrust statutes, or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with any of the offenses enumerated in this certification; or (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

J. Contractor is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

K. Contractor is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

L. Contractor and its directors, officers and employees, have not engaged in and shall not engage in: (i) holding or acquiring an interest conflicting with this Contract; (ii) an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to influence or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, except Contractor's employees and agents, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, a city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City before signing this Contract. Contractor will immediately notify the City of any violation of these standards.

M. Contractor guarantees the use of software, records or other intellectual property used to perform Contractor's services will not infringe any copyright, patent, trademark or other intellectual property rights.

N. Because City is a public entity that receives funds from other governmental agencies, it must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract for at least 6 years after completion of this Contract and will, upon City's request, allow inspection, auditing and copying of all retained records.

O. Contractor will require that program participants comply with all pertinent City rules and regulations and such other rules and regulations as City and Contractor agree upon; including without limitation that any music Contractor providing services under this Contract must be licensed by the American Society of Composer, Authors and Publishers (ASCAP) or Broadcast Music Incorporated (BMI).

P. Contractor, and its personnel providing direct service per this Contract authorize City to obtain a criminal conviction history from the appropriate law enforcement agencies, if City determines it necessary to do so. Contractor will furnish necessary identification (i.e. Driver's License and Social Security Card) and other information for such an investigation.

6. Risk Allocation.

A. Contractor will hold City and City's council members, officers, employees and volunteers harmless from any injuries or property damage Contractor, including Contractor's officers, employees and agents may suffer in Contractor's performance under this Contract. Contractor will hold City and City's council members, officers, employees and volunteers harmless from, indemnify them for and defend them against any claims, demands, lawsuits, administrative proceedings, judgments, awards, or other obligations to pay any amounts due to either (i) Contractor's breach of this Contract or (ii) the intentional wrongful acts, recklessness, carelessness, or gross negligence of Contractor, including Contractor's members, officers, employees, and agents.

B. Contractor has and will maintain general liability insurance covering Contractor and Contractor's directors, officers and employees for all acts, omissions and statements related to the performance of Contractor's services under this Contract. Upon the City's request, Contractor will provide City copies of certificates of insurance, policies, and endorsements.

7. Term and Termination. This Contract shall be in effect until June 30, 2024. However, either party may terminate this Contract upon 60 days' prior written notice to the other party.

8. General Provisions.

A. This is the entire Contract between the parties as to its subject matter. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are an integral part of this Contract.

B. This Contract was made in Kent County, Michigan and the rights and obligations of the parties under this Contract shall be governed by, and construed and interpreted in accordance with, Michigan law.

C. To the extent permitted by law, the jurisdiction and venue for any action brought under this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

D. Media releases (including promotional literature and commercial advertisements) pertaining to this Contract or the Clinics shall not be made without the prior written approval of City and only in accordance with the written terms provided in that approval.

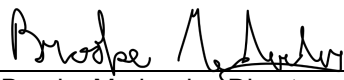
E. No individuals or entities other than the parties are intended to be beneficiaries of this Contract.

Authorized representatives of the parties have signed this Contract as of the date first written above.

CITY OF WYOMING

Michigan Power Futbol Association

By: _____
Kent Vanderwood, Mayor

By:  _____
Brooke Medvecky, Director of Operations

Date signed: _____, 2023

Date signed: 04-18, 2023

By: _____

Kelli A. Vandenberg, Clerk

Approved as to form:



Heather Chapman, Assistant City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
HOT RUBBER CRACK SEALER AND MATERIAL FOR CONCRETE JOINT REPAIR

WHEREAS:

1. As detailed on the attached staff report, it is recommended the City authorize the purchase of hot rubber crack sealer and material for concrete joint repair from ERSCO Construction Supply using the Kent County Road Commission bid.
2. It is estimated the City will spend approximately \$35,000 through December 31, 2023.
3. Funds are budgeted in account numbers 202-441-46300-775.000 and 203-441-46300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of hot rubber crack sealer and material for concrete joint repair from ERSCO Construction Supply using the Kent County Road Commission bid.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
 Staff Report
 Contract
 Tabulation Sheet

Resolution No. _____

STAFF REPORT

Date: April 26, 2023

Subject: Bid Award – Hot Rubber Crack Sealer & Material for Concrete Joint Repair

From: Jay VanDyke, Assistant Director of Public Works - Maintenance

Date of Meeting: May 15, 2023

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of crack sealing products from ERSCO Construction Supply utilizing the Kent County Road Commission bid for Hot Rubber Crack Sealer & Material for Concrete Joint Repair as noted on the attached contract for calendar year 2023. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Public Works Department staff perform crack sealing using a hot pour rubber compound on roads less than three years old as a preventative maintenance technique. Addressing cracks in their development infancy is a far more cost-effective option as opposed to waiting until the cracks develop into larger gaps or potholes.

DISCUSSION:

On April 12, 2022, bids were received by the Kent County Road Commission for Hot Rubber Crack Sealer and Material for Concrete Joint Repair. ERSCO Construction Supply, located across the street from the Public Works building, provided the lowest bid price for the products specified. ERSCO Construction Supply has agreed to extend the 2022 bid pricing to the Kent County Road Commission and to the City for 2023.

Staff expect to use approximately \$35,000 worth of crack sealing material this calendar year.

BUDGET IMPACT:

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

ATTACHMENTS:

ERSCO Construction Supply Contract
KCRC Bid Tabulation



CITY OF
Wyoming
MICHIGAN

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

"Effective Date" means May 16, 2023.

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

"Proposal" means the Supplier's proposal attached as Exhibit B and includes Kent County, Michigan specifications on which Supplier's proposal is based.

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

"Supplier" means Investors Supply, LLC, a Michigan limited liability company, d/b/a ERSCO Construction Supply, with a local address of 2739 Burlingame Ave SW, Wyoming, MI 49509.

TERMS AND CONDITIONS

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

1. Supplier will supply the items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows: NONE.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

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

City of Wyoming

ERSCO Construction Supply

By: _____
Kent Vanderwood, Mayor

By: Nicholas J. Scalabrino
Nicholas J. Scalabrino, Sales Representative

Date signed: 4-25, 2023

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: May 15, 2023

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. Applicability. Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.

2. Legal Compliance. Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

3. Qualifications. Supplier represents and promises that:

A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.

B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that suppliers or others engage in for or on behalf of City. Accordingly:

A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity,

impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency Plan comply with this requirement.

D. Supplier must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

F. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

5. Ethical Standards. Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

6. Intellectual Property. Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.

7. Quality. Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.

8. Taxes. City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.

9. Manufacturer Information/Warranties. Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer

for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. Records. City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this contract.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

Exhibit B
Proposal

Specifications for Bid #22-MNT-05:
Hot Rubber Crack Sealer & Material for Concrete Joint Repair

Bid Form for Bid #22-MNT-05:
Hot Rubber Crack Sealer & Material for Concrete Joint Repair

*Meadows 3405: F.O.B. your site Delivered KCRC site
Cost per pound \$.57 \$.58

*Crafco Type 2:
Cost per pound \$ _____ \$ _____

*Alternate Product: _____
Cost per pound \$ _____ \$ _____

* Indicate the number of units and weight per skid: 36 # units @ 1,980 lbs/skid

Concrete Joint Repair Material:

Fiber-Cut 1" x 9" x 12" \$ _____ Lft
Dowel-Epoxy 1 1/4" x 18" \$ _____ Ea
Hot Rod-Cut 1-1/4" (400') \$ _____ Lft
Mesh 6 x 12 14/6 6'0" x 11' \$ _____ Sq Yd

Minimum quantity of skids to be stocked at your location at any given time _____

Delivery time from your supplier ARO to your site 4 Days to KCRC site 5 Days

Cash Discounts will be allowed for prompt payment as follows: 0 % cash discount if paid within 30 days from delivery and acceptance of goods or completion of service. (See Item Cash Discounts under General Specifications, C3)

Company Name Esco Construction Supply
Company Address 2739 Burlingame Ave. SW
Wyoming, NE 68199
Telephone Number 616-531-7050 Fax# 616-531-2420
Email Address Nick@escosupply.com
Authorized Signature and Title Nick Scalabino
written
Nick Scalabino
typed/printed
Date 4-25-2023
Federal Employer ID# or SS # F 27-1994207



**Kent County
Road Commission**

Bid Tabulation

Bid #22-MNT-05: Hot Rubber Crack Sealer & Material for Concrete Joint Repair

Contract Term: December 31st, 2022, w/ One-Year Renewal Option

Bidder	Ersco Construction Supply	Sherwin Industries
Picked Up/Delivered	Meadow 3405 \$.57 / \$.58	Crafco #34244 \$.5775 / \$.6348
Units / Weight Per Skid	36 Units / 1,980 lbs	75 Units / 2,250 lbs
Alternate Product	N/B	Crafco #34221 \$.5726 / \$.6299
Concrete Joint Repair Material		
Fiber-Cut 1" x 9" x 12", Lft	\$1.40	N/B
Dowel-Epoxy 1 1/4" x 18", Each	\$5.25	N/B
Hot Rod-Cut 1-1/4" (400'), Lft	\$0.37	N/B
Mesh 6 x 12 14/6 6'0" x 11', Sq Yd	\$14.10	N/B

2022 Price Reflects a 33% Increase from the 2021 Bid for Hot Rubber

STAFF RECOMMENDS FOR THE BOARD TO AWARD THE BID TO ALL BIDDERS

**Bid Letting Date: 04/05/2022
Anticipated Award Date: 04/12/2022**

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF A PORTABLE DISTRACTED/DRUNK DRIVING SIMULATOR

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a portable distracted/drunk driving simulator from Century Geophysical, LLC, DBA Simulator Systems International in the total amount of \$14,427.27.
2. General Motors has provided a donation to the Greater Wyoming Community Resource Alliance for the purchase and a budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a portable distracted/drunk driving simulator in the total amount of \$14,427.27.
2. The City Council authorizes the Mayor and City Clerk to sign an agreement in a form acceptable to the City Attorney.
3. The City Council approves the attached budget amendment.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Budget Amendment
- Staff Report
- Quote/Letter
- Agreement

STAFF REPORT

Date: May 4, 2023
Subject: Distracted Driving Simulator
From: Captain Eric Wiler
Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended City Council authorize \$14,427.27 for the Department of Public Safety—Police to purchase a portable distracted / drunk driving simulator to be used to educate young drivers on the dangers of distracted and impaired driving.

COMMUNITY, SAFETY, STEWARDSHIP:

The Department of Public Safety is committed to enhancing the safety of our roadways for our community. It has been a department goal to reduce the number of fatal crashes that occur in our City each year. For several years, the Department of Public Safety has partnered with General Motors (GM) to increase traffic safety. Through generous donations from GM in past years, the Department of Public Safety has purchased speed radar signs, radar, and laser speed measurement devices, and distracted driving seminars conducted at area schools. This year, GM has donated \$25,000 for traffic safety programs and education. If approved, the purchase of the simulator will be done with these donated funds.

DISCUSSION:

The Centers for Disease Control (CDC) estimates that approximately 3,000 people die each year in crashes involving distracted drivers and approximately 11,000 people die each year in alcohol-impaired driving crashes. Among distracted driving crashes, a higher percentage of drivers between the ages of 15-20 were distracted than those drivers over the age of 21. A survey conducted by the CDC found that 4 in 10 high school drivers reported that they had texted and/or emailed while driving at least once in the previous 30 days. Another CDC study showed that 5% of high school students surveyed reported that they drove after drinking alcohol within the previous 30 days.

Utilizing the Simulator Systems International Ultra Cockpit Driving Simulator, along with providing educational material to young drivers and pre-teens, will increase traffic safety in our community. The Ultra Cockpit Driving Simulator provides realistic driving conditions and scenarios in a safe environment (no moving vehicles or equipment). Two handled devices are used between the instructor and driver whereby the instructor can send text messages, emails, etc. to the driver during the simulation. The simulator can also be programmed to simulate impaired driving in conjunction with goggles worn by the driver.

The simulator will be used during school and community events such as National Night Out, Metro Cruise, Concerts in the Park, Police in the Parks, and the Metro High School Police Academy. The use of a portable distracted / drunk driving simulator at schools and community events will be a first of its kind in the Metro Grand Rapids area.

The simulator is portable in that it has wheels to be moved around. The location hosting the simulation only needs to supply power. The size of the simulator requires it to be transported in a trailer and a canopy is needed to protect the equipment and driver during outdoor events.

Although there are other driving simulators available, the Simulator Systems International Ultra Cockpit Driving Simulator has a specialized traffic safety training package, and their factory-trained technicians are the only authorized service agents for the proprietary software and hardware components of the system. Additionally, the Ultra Cockpit Driving Simulator is the only one that is portable and provides two handheld devices for the student and instructor. The instructor's smartphone includes a custom texting application that sends pre-written texts to the driver automatically or on-demand at the tap of a button. The driver's phone also includes a proprietary texting application to send replies to the instructor. A sole source letter is attached to this report for further information. The cost of the simulator is \$14,427.27.

In addition to the simulator, this project would also use the donated funds from GM to purchase a trailer, a canopy to cover the simulator during outdoor events, and educational material. The cost of these items is below the threshold required for council approval and will follow City purchasing procedures. Two quotes were received for the enclosed utility trailer needed to transport the simulator. Summit Pointe Sales provided a quote for \$7,450.00 for a 7'x12' trailer and Grandville Trailer provide a quote for \$7,241.90. The Department will purchase the Summit Pointe Sales trailer as it has an undercoated frame to inhibit rust, has aluminum wheels instead of steel, and has 12" of added height as opposed to 6" of added height of the other trailer.

A quote was also received from Image Builders Marketing, Inc. for a canopy to protect the simulator when used during outdoor events such as National Night Out and Metro Cruise. The Department of Public has previously used Image Builders Marketing, Inc. for other products and has found them to be a reputable company. The quote is for a 10'x10' canopy with a full back wall and two half-side walls, which would include custom artwork of the Department's logo on the top and all the walls. The quote for the canopy, including the artwork design, is \$1,745.00

BUDGET IMPACT:

Simulator	\$14,427.27
Trailer	\$7,450.00
Canopy	\$1,745.00
Educational Material	\$1,380.73

A budget amendment is required to transfer funds from the police income/donations account (101.675.023) to the police – miscellaneous capital outlay account (#101-305-31500-973.153) and the police – other services account (#101-305-31500-956.000).

Thank you for your consideration.

Enclosures:
Quote
Letter
Budget Amendment

CITY OF
Wyoming
MICHIGAN

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

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: Century Geophysical, LLC DBA: Simulator Systems International

A LLC
[Name of contracting entity]
[State and type of entity, e.g., corporation, limited liability company, etc.]
1223 S. 71st East Ave.
[Contractor's street address]
Tulsa, OK 74112
[Contractor's city, state & zip]

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

Effective Date means: May 9, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

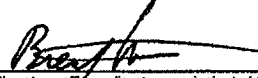
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing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

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

City of Wyoming

Company

By: _____
Kent Vanderwood, Mayor


By: 
[Signature of officer, director or principal of Contractor]
Brent Witte - CFO
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: May 9, 2023

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. Permits and Inspections. Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. Grant Compliance. Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. Qualifications. Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (SAM) list and be in good standing.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race,

color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

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

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

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

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

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

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

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

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

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

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

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

<p>COMMERCIAL GENERAL LIABILITY Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>

<p>AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.</p>

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

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

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

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

B.W.

EXHIBIT B

Please see attached.



Date: 5/3/2023

1223 S. 71st East Ave.
Tulsa, OK 74112

BILL TO:

72-WYDEPU
Wyoming Department of Public Safety
2300 DeHoop Ave SW

Wyoming, MI, 49509
USA

SHIP TO:

72-WYDEPU
Wyoming Department of Public Safety
2300 DeHoop Ave SW

Wyoming, MI, 49509
USA

CONTACT: Eric Wiler

Phone: 616-530-7566

Email: eric.wiler@wyomingmi.gov

CUSTOMER P.O.	SHIP VIA	SHIPPING TERMS	PAYMENT TERMS IN US DOLLARS		
	Ground	FOB TULSA	Net 30		

P/N	Description	Ordered	Price	Amount
72-000400	Ultra Cockpit Driving Simulator System	1	\$ 12,527.27	\$ 12,527.27
72-V6	Version 6 Software with Scoring/Grading	1	Included	Included

Optional Items				
72-005300	CarSim Stationary Bundle	1	\$ 900.00	\$ 900.00
---			\$ -	
---			\$ -	
72-5000	DDS Distracted Driving System inc. (2) Android Phones, DDS auto texting software	1	included	Included
---			\$ -	
---			\$ -	
72-000404	Caster Bundle	1	Included	Included
---			\$ -	
---			\$ -	
---			\$ -	

- NOTES:** 1. Quote valid 30 days. Delivery 45 - 60 days ARO.
 2. Per SSI's Terms and Conditions
 3. All Prices in USA Dollars

CUSTOM LOGOS requested for Sides of Sim- Customer has sent artwork

Net Order	\$	13,427.27
Less Customer Discount	\$	-
Subtotal	\$	13,427.27
Shipping/handling.to 49509	\$	1,000.00
Setup Assistance Via Web or Phone		Included
Web Based Training Included		Included
Total Price	\$	14,427.27

Phil Ingram-North American Sales Manager
Office-(918)250-4500x125 Cell-(918)636-7824

New Ultra SPECIFICATIONS

Hardware Specifications:

Dell computer with hi-resolution graphics capability / three wide-view (3) Monitors / Sound Bar	included
Multi-function, Logitech G-920 force-feedback steering wheel and steel foot pedal controls	included
Automatic transmission mode	included
Gated 5-speed manual transmission with "Quick Change" from auto to manual mode	Optional
Working simulated windshield wipers, high and low beam headlights, turn signals, horn	included
Seat belt & parking brake controls, headlights and hazard lights control switches	included
Metal Cockpit chassis, computer storage compartment, adjustable seat, retractable seat belt	included
(1) Instructor USAB keyboard and USAB mouse (per order)	included

Software Specifications

Windows Professional operating system	included
Version 6 Software with Scoring/Grading	included
Fully Interactive driving environment with high resolution, fully textured 3-D imaging of scenes	included
Driving exercises - 39 fully interactive training simulation / assessment programs	included
200+ driving scenarios / exercises - crash avoidance, adverse weather conditions, night driving, DUI, etc.	included
Unlimited driving in the city, expressway, test track, and driving range, etc., smart interactive traffic	included
Crash avoidance, adverse weather conditions, night driving, traffic density, DUI scenarios	included
"Quick-Check" left / right blind spot testing with adjustable virtual rear and driver's side mirrors	included

Warranty and Service:

Dell Computer / Monitor 3-Year on-site service performed by Dell certified technicians	included
1 year limited warranty on the Simulator chassis	included

Training & Support:

Web-based operations training and system setup	included
Email tech support & Toll-free telephone tech support (1 year)	included

SIMULATOR SYSTEMS INTL

1223 S. 71ST EAST AVE.

TULSA, OK 74112



5/3/2023

2300 DeHoop Ave SW
Wyoming, MI 49509

Dear Wyoming Department of Public Safety,

This letter serves to certify that Simulator Systems International, (SSI) is the exclusive developer and manufacturer and distributor of the **Simulator Systems Ultra Driving Simulator and Software**. In addition, SSI's **factory-trained technicians are the only authorized service agents for the proprietary software and hardware components of the system**, including our specialized traffic safety training package.

Our system features a number of industry-leading features including:

- Lightweight but strong .200" thick Aluminum Chassis construction
- Optional Locking Casters for easy movement and transportation
- 39 lessons with over 200 driving scenarios and exercises
- Configurable weather conditions within our vast city and country virtual environments
- Configurable traffic density in our city/expressway virtual environment
- 8-lane expressways City streets with two, four, and six-lane roads, Rural and mountain roads
- Adverse driving conditions
- Unlimited practice driving on the expressway, city, test track, and driving range
- The ability to change the type of simulated vehicle (compact, sedan, SUV, van), including front and rear-wheel drive.
- The ability to modify the tire wear, and the weight in the vehicle, as well as modify the powertrain, and simulate both automatic and 5-speed manual transmissions.
- The ability to turn on / off ESC (electronic stability control), ABS (anti-lock braking system), and TCS (traction control system).
- **Distracted Driving System** that includes actual smartphones for both the instructor and student
- The instructor's smartphone includes a custom texting application that sends pre-written texts to the driver automatically or on-demand at the tap of a button. The driver's phone also includes a **proprietary texting application** to send replies back to the instructor.
- No cell phone plan is needed, all communications run through the simulator

We thank you for selecting Simulator Systems International and an additional simulator for your training program. If you have any questions or need additional information, please feel free to contact me.

A handwritten signature in blue ink, appearing to read 'Phil Ingram'.

Phil Ingram - MSIS
North American Sales Manager
Simulator Systems Intl.
(918)250-4500 x125 Office
(918)636-7824 Mobile

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE OF NETWORK SERVERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of network servers from Sentinel Technologies, Inc. in the total estimated amount of \$69,507.00.
2. Funds are budgeted in account number 101-258-25800-984.017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of network servicers from Sentinel Technologies.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: May 8, 2023
Subject: Recommendation to Authorize Purchase of Network Servers
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended that the City Council authorize acceptance of a quote for the purchase of network servers in the amount of \$69,507.00 from Sentinel Technologies.

COMMUNITY, SAFETY, STEWARDSHIP:

By maintaining a program of scheduled routine replacement of information technology assets, the City reduces the risk of loss due to hardware failure, or reduced protection of information resources.

DISCUSSION:

Three servers hosting the virtual computing environment at City Hall have reached the end of their planned service life of six years, as of April 2023. Staff recommends replacement of the three servers to maintain performance, functionality and stability.

The Information Technology Department has engaged with Sentinel Technologies, a trusted vendor and authorized MHEC (Midwest Higher Education Cooperative) reseller, to establish an appropriate configuration of replacement servers. Sentinel Technologies has provided the attached quote totaling \$69,507.00 which is \$52,735.86 below the MHEC Contract pricing. Therefore, it is recommended that City Council waive the requirement to bid and authorize the purchase of the quoted items from Sentinel Technologies. The State of Michigan is a member of the compact (MHEC-12152020).

Installation of the new items will be performed by City Staff.

BUDGET IMPACT:

Adequate funding was planned in the fiscal 2023 budget:

101-258-25800-984.017 - General Fund, Information Technology, Capital Outlay

CITY OF
Wyoming
MICHIGAN

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

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means:

Sentinel Technologies, Inc.
[Name of contracting entity]
A Illinois Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2550 Warrenville Road
[Contractor's street address]
Downers Grove, IL 60515
[Contractor's city, state & zip]

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

Effective Date means: May 9, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Company

By: Mike Guy
[Signature officer, director or principal of Contractor]
VP of Sales

Mike Guy

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

May 9, 2023

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (SAM) list and be in good standing.
 - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

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

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

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

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

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

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

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

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

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

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

<p>COMMERCIAL GENERAL LIABILITY Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>

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<p>WORKERS' DISABILITY COMPENSATION Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.</p>

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

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EXHIBIT B



**City of Wyoming
Meyer
Budgetary**

Presented By:
Corey Doll
Team Lead, Sales
Sentinel Technologies, Inc.
(616) 365-5508
cdoll@sentinel.com

Architect:
Garry Snyder
Solutions Architect
Sentinel Technologies, Inc.
(616) 365-5520
gsnyder@sentinel.com

Hardware and Software

		Extended Price
HPE DL380G10	\$	69,507.00
Hardware and Software Total	\$	69,507.00

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	69,507.00
Project Total	\$	69,507.00

Estimated Shipping \$ -

***Quote is valid until 06/03/2023** *Plus applicable tax, shipping & handling*

*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.



HPE DL380G10					
Part Description	Qty	Unit Price	Subtotal	Unit Price	Unit Price
HPE DL380 Gen10 8SFF NC CTO Svr	3	\$ 1,161.00	\$ 3,483.00	\$	1,582.64
HPE DL380 G10 CTO Mod-X 8SFF WO NIC	3	\$ -	\$ -		
Intel Xeon-Gold 6242R (3.1GHz/20-core/205W) FIO Processor	3	\$ 2,973.00	\$ 8,919.00	\$	4,052.23
Intel Xeon-Gold 6242R (3.1GHz/20-core/205W) Processor	3	\$ 3,468.00	\$ 10,404.00	\$	4,052.23
Factory integrated	3	\$ -	\$ -		
HPE 32GB 2Rx4 PC4-2933Y-R Smart Kit	48	\$ 402.00	\$ 19,296.00	\$	1,208.88
Factory Integrated	48	\$ -	\$ -		
HPE Smart Array E208e-p SR Gen10 Ctrlr	3	\$ 1,011.00	\$ 3,033.00	\$	1,994.36
Factory Integrated	3	\$ -	\$ -		
HPE 10GbE 2p SFP+ QL41401 Adptr	3	\$ 613.00	\$ 1,839.00	\$	797.16
Factory Integrated	3	\$ -	\$ -		
HPE NS204i-p Gen10+ Boot Ctrlr	3	\$ 683.00	\$ 2,049.00	\$	1,346.85
Factory Integrated	3	\$ -	\$ -		
HPE 10GbE 2p FLR-SFP+ X710 Adptr	3	\$ 707.00	\$ 2,121.00	\$	919.07
Factory Integrated	3	\$ -	\$ -		
HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	6	\$ 281.00	\$ 1,686.00	\$	382.52
Factory Integrated	6	\$ -	\$ -		
HPE iLO Adv 1-svr Lic 3yr Support	3	\$ 222.00	\$ 666.00	\$	342.37
Factory Integrated	3	\$ -	\$ -		
HPE 2U CMA for Easy Install Rail Kit	3	\$ 54.00	\$ 162.00	\$	80.30
Factory Integrated	3	\$ -	\$ -		
HPE 2U SFF Easy Install Rail Kit	3	\$ 64.00	\$ 192.00	\$	95.63
Factory Integrated	3	\$ -	\$ -		
HPE 5Y Tech Care Essential SVC	3	\$ -	\$ -		
HPE DL38x Gen10 Support	3	\$ 5,025.00	\$ 15,075.00	NA	
HPE iLO Advanced Non Blade Support	3	\$ 30.00	\$ 90.00	NA	
HPE Ext 2.0m MiniSAS HD to MiniSAS Cbl	6	\$ 82.00	\$ 492.00	\$	161.33
		\$ -	\$ -		
Hardware and Software Sub-Total:				\$	69,507.00

RESOLUTION NO. _____

RESOLUTION TO APPROVE RENEWALS OF SOFTWARE LICENSES,
HARDWARE MAINTENANCE CONTRACTS, AND SOFTWARE MAINTENANCE
AND SUPPORT CONTRACTS

WHEREAS:

1. The city's computers, printers, cell phones, radios, security and fire alarm system components, data and cloud systems, law enforcement and fire equipment, utility monitoring and control systems, credit card processing, electronic fund transfers, and myriad other devices, equipment, and systems that depend on electronic hardware and software, there are repeated needs to renew software licenses, hardware maintenance contracts and software maintenance and support contracts.
2. Some provider renewals are within the city manager's purchasing authority but accumulated renewals with that provider exceed the city manager's purchasing authority and other renewals are individually large enough to require City Council approval.
3. Most of the renewals are required if the devices, equipment, and systems are to remain operational.
4. Annual review by the City Council provides that the City Council is aware of the extent and cost of such renewals, provides the City Council with opportunity to exercise some oversight, and provides accountability to the public.

NOW, THEREFORE, BE IT RESOLVED:

1. The renewals of the software licenses, hardware maintenance contracts and software maintenance and support contracts listed on the attached Exhibit A are approved and the city manager is authorized and directed to sign them on behalf of the City following the city attorney's review and approval in the amounts listed with the total amount not to exceed \$ 1,123,791.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Exhibit A – Detailed List of Hardware and Software Licenses and Maintenance and Support Contracts

Resolution No. _____

STAFF REPORT

Date: May 10, 2023
Subject: Software Renewal Authorization
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 15, 2023

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:

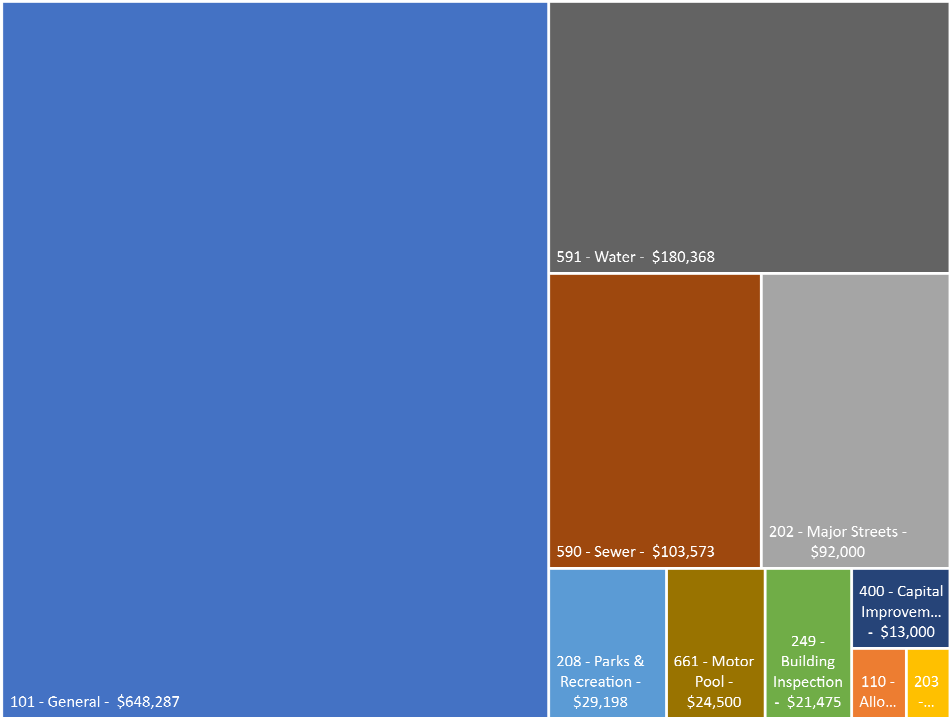
<u>Fund</u>	<u>806.000 Software Services</u>	<u>930.000 Repairs & Maintenance</u>	<u>956.000 Other Services</u>	<u>Total</u>
101 - General	\$ 432,457	\$ 72,925	\$ 142,905	\$ 648,287
110 - Allocation			6,340	6,340
202 - Major Streets	35,550		56,450	92,000
203 - Local Streets			5,050	5,050
208 - Parks & 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
Total	\$ 826,521	\$ 74,925	\$ 222,345	\$ 1,123,791

<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 Michigan - 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/ Lucity	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

Fund	806.000 Software Services	930.000 Repairs & Maintenance	956.000 Other Services	Total
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
Total	826,521	74,925	222,345	1,123,791

Computer Hardware and Software Maintenance and License Agreements
Fiscal 2024 Budget



05/15/23

Purchasing/LAJ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF A WATCHGUARD FIREWALL

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a Watchguard Firewall for the Water Treatment Plant from CDW-G using the State of Michigan (MiDEAL) extended purchasing program and SYNEX GSA Schedule (SLED) contracts in the total estimated amount of \$9,728.39.
2. Funds are budgeted in account number 591-591-55300-740.200.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a Watchguard Firewall from CDW-G using the State of Michigan (MiDEAL) and SYNEX GSA Schedule (SLED) contract pricing.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: May 8, 2023

Subject: Recommendation to Authorize Purchase of a Watchguard Firewall for Water Treatment Plant SCADA network

From: Paul Gerndt, Director of Information Technology

Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended that the City Council authorize acceptance of a quote from CDW-G for the purchase of a Watchguard Firewall for the Water Treatment Plant in the amount of \$9,728.39.

COMMUNITY, SAFETY, STEWARDSHIP:

Isolating process control systems (PCS) from non-PCS functions is a Cyber Security best practice as outlined by the US Department of Homeland Security (DHS), National Institute of Standards and Technology (NIST), and American Water Works Association (AWWA). Effective separation of PCS from other city functions helps protect the city's critical utility infrastructure from breach or intrusion that could risk the health and safety of the community.

DISCUSSION:

In response to the cybersecurity best practice guidance outlined by the DHS, NIST, and the AWWA, the IT Department in conjunction with WTP staff has begun the process of implementing a Zero-Trust network security architecture. The next phase of implementing this architecture requires the installation of a additional firewall unit to provide physical separation of the PCS/SCADA system from the broader City network.

The Information Technology Department received a price quote, in the amount of \$9,728.39, from CDW-G under the MiDEAL and Synnex GSA Schedule (SLED) contracts to receive the best pricing. Using this contract satisfies charter section 2-257 - cooperative purchasing plans.

BUDGET IMPACT:

Adequate funding is available in the 2023 budget in account 591-591-55300-740.200, Water Fund, Pumping and Treatment, Operating Supplies Computer Equipment.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

LISA SONDAY,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CBDCZ9	5/3/2023	WTP SCADA FIREWALL	443676	\$9,728.39

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
WatchGuard Firebox M590 - security appliance - with 3 years Basic Security	1	6744813	\$9,728.39	\$9,728.39
Mfg. Part#: WGM59000703 Contract: SYNnex GSA SCHEDULE (SLED) (47QTCA19D00MM)				

SUBTOTAL	\$9,728.39
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$9,728.39

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF WYOMING ACCTS PAYABLE PO BOX 905 WYOMING, MI 49509-0905 Phone: 165307229 Payment Terms:	Shipping Address: CITY OF WYOMING ATTN:LISA SONDAY 1155 28TH ST SW WYOMING, MI 49509-2895 Phone: 165307229 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Parks and Recreation Five Year Master Plan	Fleis & VandenBrink	\$37,400.00
Wyoming Senior Center HVAC Replacements	Peerbolt's, Inc.	\$31,615.00

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 15, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: May 3, 2023

Subject: Parks and Recreation Five Year Master Plan Bid Award

From: Krashawn Martin, Director of Parks and Recreation

Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended City Council accept a proposal from Fleis & VandenBrink for consulting services for a Parks and Recreation Five-Year Master Plan for a fee not to exceed \$37,400.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Parks and Recreation Department is committed to providing park, leisure and recreational opportunities that improve the lives of Wyoming residents. Quality parks and recreational programs directly impact property values, community aesthetics and the economic vitality of the city.

The Parks and Recreation Five-Year Master Plan provides a roadmap for ensuring just and fair quantity, proximity and connections to quality parks and green space, recreation facilities, and programs throughout the community now and into the future. The plan once implemented will create a system-wide approach to develop goals, policies, guidelines, and prioritize strategies based on current and future funding scenarios.

DISCUSSION:

On Tuesday, April 11, 2023, the city received three (3) bids for consulting services to complete a Parks and Recreation Five-Year Master Plan. Invitations to bid were sent to 35 prospective bidders and downloaded by 29.

The City of Wyoming Parks and Recreation Department sought proposals from qualified consulting firms to provide services to develop a Parks and Recreation Five-Year Master Plan. The plan creates a roadmap for ensuring just and fair quantity, proximity and connections to quality parks and green space, recreation facilities and programs throughout the community now and into the future. The plan sets a system-wide approach to develop goals, policies and guidelines and prioritize strategies based on current and future funding scenarios. The plan will be completed in accordance with Michigan Department of Natural Resources (DNR) guidance documents and the completed plan is required for the department to seek grant funding.

In reviewing bid submittals for the Parks and Recreation Five-Year Master Plan, the Fleis & VandenBrink bid came in as the low bidder. They demonstrated that they understood our community and experience completing five-year master plans that meet DNR requirements. They also were able to provide samples and positive references of work completed around the state.

The award of this RFP will bring the department back to DNR compliance as our current plan has expired. The new plan will allow us to seek future grant funding through the state for key park projects.

TABULATION:

Company	Cost for Services (not to exceed)
Fleis & VandenBrink	\$37,400
MCSA	\$39,520
McKenna	\$88,000

BUDGET IMPACT:

Funds are budgeted in account number 207-752-75200-801.006.

Attachment(s):
Contract

STAFF REPORT

Date: May 3, 2023

Subject: WSC HVAC Replacement

From: Chad Boprie, Recreation Programmer II

CC: Krashawn Martin, Director of Parks and Recreation
Lynn Clarke, Recreation Supervisor

Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended that the City Council authorize the purchase and installation of 2 replacement rooftop HVAC units at the Wyoming Senior Center (WSC) in the amount of \$31,615.00 per the lowest bid by Peerbolt's, Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

Well-maintained park and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. The City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for residents.

DISCUSSION:

On Tuesday, April 18, 2023, the City received five (5) bids for WSC HVAC replacement. 155 invitations to bid were sent directly to companies and downloaded by 24 prospective bidders. One from Peerbolt's Inc. for \$31,615.00, one from Franklin Holwerda Mechanical for \$38,800.00.00, one from Lamphear Service Company for \$39,430.00, one from Mall City Mechanical for \$48,750.00, and from B&V Mechanical for \$76,900.00. It is recommended the bid be awarded to the lowest bidder, Peerbolt's, Inc. in the amount of \$31,615.00. Peerbolt's, Inc. has previously performed acceptable HVAC replacement and repair work at the Wyoming Senior Center.

In 2021, a Facility Conditions Assessment was completed, and it recommended we replace the Senior Center RTU-6 due to the unit not operating properly and RTU-3 due to it approaching the end of its life cycle. RTU-3 was originally installed in 2005, the HVAC unit is 18 years old and with its age it's at great risk for mechanical failure and costly repairs.

TABULATION:

Bidder	Total Bid Price	Notes
Peerbolt's Inc. Mechanical Contractors	\$31,615.00	Quoted 7.5-ton and 10-ton Carrier brand replacement units
Franklin Holwerda Company	\$38,800.00	Quoted 7.5-ton and 10-ton Carrier brand replacement units
Lamphear Service Company	\$39,430.00	Quoted 7.5-ton Trane unit and 10-ton Carrier units
Mall City Mechanical	\$48,750.00	Quoted 7.5-ton and 10-ton York brand replacement units
B & V Mechanical, Inc	\$76,900.00	Quoted 7.5-ton and 10-ton Trane brand replacement units

BUDGET IMPACT:

Funds are budgeted in account number 208-752-758.00-975.225. Project will take place in fiscal 2024.

Attachment(s):
Contract

WYOMING SENIOR CENTER HVAC REPLACEMENT CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Wyoming Senior Center HVAC Replacement** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of April 18, 2023 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Peerbolt's Inc.
LEGAL NAME OF COMPANY

Corporation
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

400 E Washington Ave
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Zeeland MI 49464
STREET ADDRESS CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

- Contractor will provide the materials and services in accordance with the Contract Documents.
- City will pay the Contractor in accordance with the Contract Documents.
- This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming
By: Kent Vanderwood, Mayor

By: Kelli A. VandenBerg, City Clerk

Date signed: _____

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

Contractor
By: [Signature]
Signature for Contractor

Tom Baillargeon / Sales + Business Admin
Printed Name & Title of Person Signing

Date signed: 5/4/23

