

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 20, 2024, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Matt Yonker, 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 6, 2024 Regular Meeting and the May 13, 2024 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.

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

- a) Presentations
- b) Proclamations

11) Petitions and Communications

- a) Petitions
- b) Communications

12) Reports from City Officers

- a) From City Council
- b) From City Manager
 - 24-12 Acceptance of City Center Sanitary Sewer Easements

13) Budget Amendments

- a) Budget Amendment No. 51 – To Appropriate an Additional \$150,000 of Budgetary Authority to Provide the Necessary Funds for the Acquisition of Easements and Legal Fees Associated with Construction of the Third Water Transmission Main

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 Date for a Public Hearing on the Application and Implementation of the Michigan Shared Streets and Spaces Grant (June 3, 2024 at 7:01 p.m.)
- b) Of Appreciation to Aaron Thelenwood for His Service as a Member of the Community Development Committee for the City of Wyoming
- c) Of Appreciation to Thomas DeGennaro for His Service as a Member of the Historical Commission for the City of Wyoming

15) Resolutions

- d) Adopting Fiscal Year 2024-25 Wyoming City Budget and Property Tax Levy to be Known as the City's 2024-25 General Appropriations Act
- e) To Amend a Portion of the City of Wyoming Fee Schedule
- f) To Approve the Grand Valley Regional Biosolids Authority FY2025 Budget
- g) To Approve the 2024-2029 Capital Improvement Plan
- h) To Approve the 2024-2025 Budget for the Wyoming Downtown Development Authority

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

- i) Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement Documents
- j) To Approve Final Payment to the Michigan Department of Transportation for the Construction of a Non-Motorized Trail and the Reconstruction of Plaster Creek Boulevard from Division Avenue to Buchanan Avenue (Budget Amendment No. 52)
- k) To Accept a Proposal for an Environmental Site Assessment at Fisher Avenue and to Authorize the Mayor and City Clerk to Execute the Contract
- l) To Accept a Proposal for Replacement of an Irrigation System on Clyde Park Avenue SW
- m) To Accept an Amendment for the Water System Reliability Study and Asset Management Plan
- n) To Accept a Proposal for Cleaning and Disinfecting Services
- o) To Approve Payment of Annual Fees for Renewal of Computer Hardware and Software License and Maintenance Agreements
- p) For Award of Bid
 - 1. Gezon Pump Station HVAC Improvements

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

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

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

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

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

May 20, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-12

Subject: Acceptance of City Center Sanitary Sewer Easements

Councilmembers:

We continue to acquire easements needed for the City Center project. I recommend City Council's approval of the following easements:

Grantor: James & Susan Charron
Easement: Sanitary Sewer Easement
Parcel #: 41-17-11-377-008
Address: 2740 Hook Ave SW

Grantor: Cindy & Steve Libby
Sanitary Sewer Easement
Parcel #: 41-17-11-377-007
Address: 2728 Hook Ave SW

Grantor: Scott & Sandra Wellman
Easement: Sanitary Sewer Easement
Parcel #: 41-17-11-377-009
Address: 2742 Hook Ave SW

Grantor: Scott & Sandra Wellman
Sanitary Sewer Easement
Parcel #: 41-17-11-377-010
Address: 2744 Hook Ave SW

I recommend the City Council approve the attached easements prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easements

SANITARY SEWER EASEMENT

2744 Hook Ave.

Grantor, Scott W. Wellman and Sandra K. Wellman, as Co-Trustees of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust, U/A dated January 22, 2020, whose address is 5460 Brattleboro SE, Kentwood, MI 49508, **grantor**, for the consideration of \$1.00, the receipt and adequacy of which is acknowledged, grants and conveys to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509 (**City**) a permanent easement in, on, over, and under the following described real property as depicted as the cross-hatched area on the attached **Exhibit A (Easement Area)** for constructing, installing, repairing, maintaining, replacing, improving, operating, and using a sanitary sewer main and related appurtenances such as manholes.

A 20' wide permanent easement of 1100.00 square feet more or less over the following property:


Part of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at a point on the North line of 28th Street, said point located South 89 degrees 40 minutes 00 seconds East 1590.02 feet along the South line of said Section 11 and North 02 degrees 18 minutes 12 seconds West 40.68 feet from the Southwest corner of said Section 11; thence continuing North 02 degrees 18 minutes 12 seconds West 289.68 feet; to the Point of Beginning of this Easement, thence continuing North 02 degrees 18 minutes 12 seconds West 55.05 feet; thence South 89 degrees 42 minutes 52 seconds East 20.00 feet; thence South 02 degrees 18 minutes 12 seconds East 55.05 feet; thence North 89 degrees 42 minutes 52 seconds West 20.00 feet to the Point of Beginning. Parcel No. 41-17-11-377-010.

This easement is subject to:

1. Grantor may use the Easement Area and may landscape it and pave it for driveways and walkways. However, no buildings or other structures may be constructed in the Easement Area.
2. Except for urgent or emergency situations, City will give reasonable notice to Grantor before working within the Easement Area. After any work is completed the Easement Area and any other disturbed areas of Grantor's property will be restored, without expense to Grantor, to a condition reasonably like its condition before that work.
3. 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. City may assign this easement to any successor of City.
4. This easement shall run with land as a perpetual easement. It is binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor identified above and all other owners of the property upon with the Easement Area is located.

[Signed on next page.]


Scott W. Wellman and Sandra K. Wellman, as
Co-Trustees of the Scott W. Wellman and
Sandra K. Wellman Revocable Living Trust



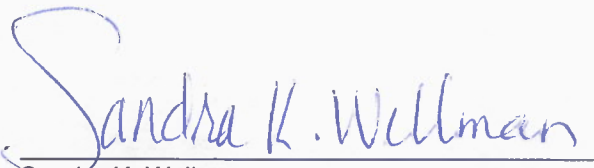
Scott W. Wellman

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on
May 9, 2024, by Scott W. Wellman as Co-Trustee of the
Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.




Isis M. Jones, Notary Public
Kent County, _____
Acting in Kent County, MI
My commission expires: 10-13-2024



Sandra K. Wellman

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on
May 13, 2024, by Sandra K. Wellman, as Co-Trustee of the
Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.



Jill Beltman, Notary Public
Kent County, _____
Acting in Kent County, MI
My commission expires: 06/13/2029

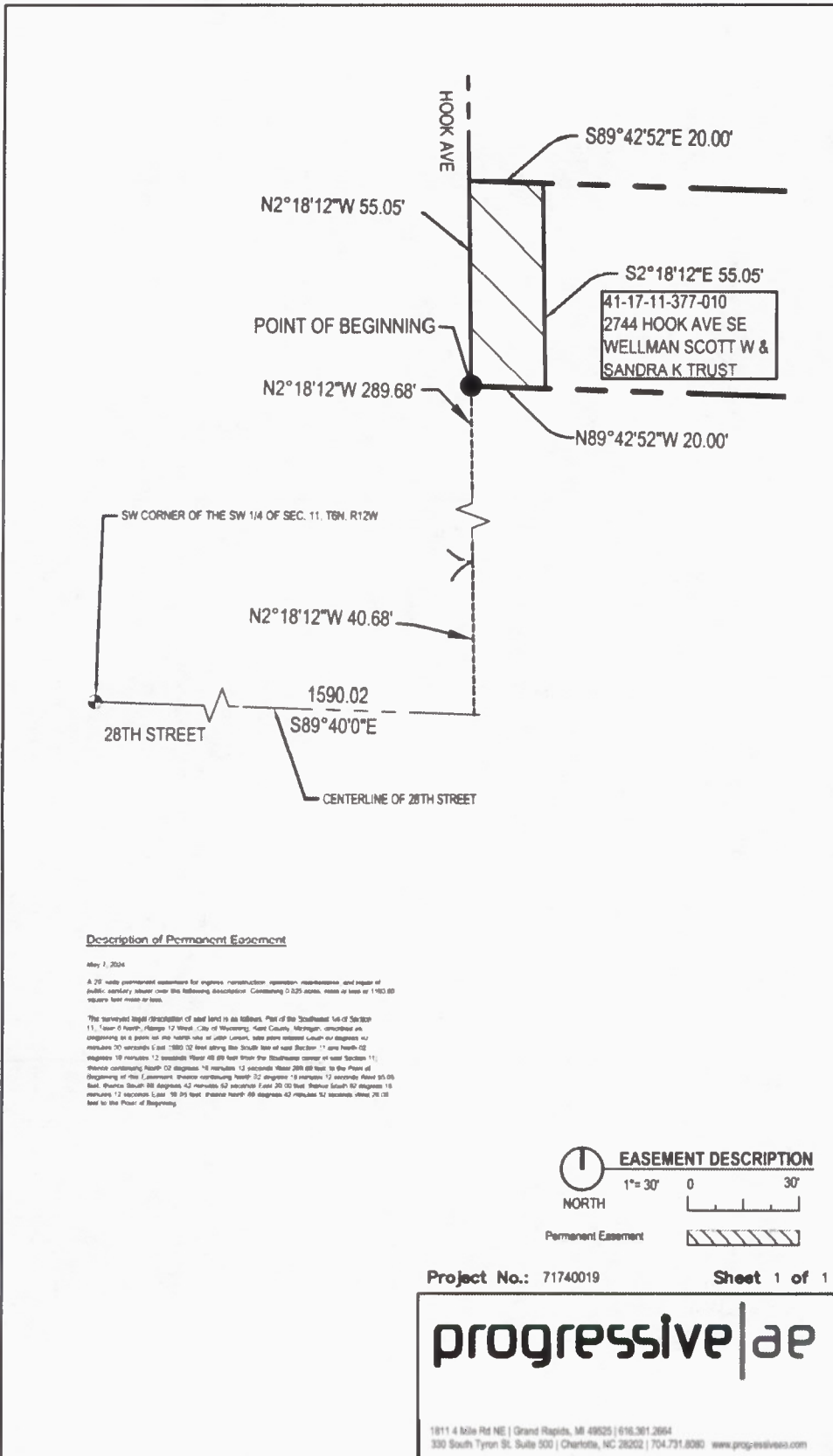
Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

Drafted by:
Scott Smith, City Attorney
Wyoming Justice Center
2650 DeHoop Ave SW
Wyoming, MI 49509

Legal Description prepared by:
Progressive AE
1811 4 Mile Rd 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
EASEMENT AREA DEPICTION/DESCRIPTION**



5/17/2014 10:27 AM CIVIL GROUP: ZULIJ P:\174001903\WP\C3\DISCIPLINE\C\SURVEY\Utility Easements\Map\ACESMT-HOOK-SAN-PRIVATE-2744-HOOK.dwg

SANITARY SEWER EASEMENT

2442 Hook Ave.

Grantor, Scott W. Wellman and Sandra K. Wellman, as Co-Trustees of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust, U/A dated January 22, 2020, whose address is 5460 Brattleboro SE, Kentwood, MI 49508, **grantor**, for the consideration of \$1.00, the receipt and adequacy of which is acknowledged, grants and conveys to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509 (**City**) a permanent easement in, on, over, and under the following described real property as depicted as the cross-hatched area on the attached **Exhibit A (Easement Area)** for constructing, installing, repairing, maintaining, replacing, improving, operating, and using a sanitary sewer main and related appurtenances such as manholes.

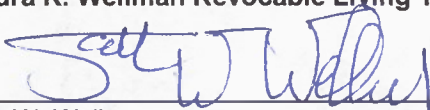
A 20' wide permanent easement of 1101.73 square feet more or less over the following property:
Part of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at a point on the North line of 28th Street, said point located South 89 degrees 40 minutes 00 seconds East 1590.02 feet along the South line of said Section 11 and North 02 degrees 18 minutes 12 seconds West 40.68 feet from the Southwest corner of said Section 11; thence continuing North 02 degrees 18 minutes 12 seconds West 344.74 feet; to the Point of Beginning of this Easement, thence continuing North 02 degrees 18 minutes 12 seconds West 55.05 feet; thence South 89 degrees 42 minutes 52 seconds East 20.00 feet; thence South 02 degrees 18 minutes 12 seconds East 55.05 feet; thence North 89 degrees 42 minutes 52 seconds West 20.00 feet to the Point of Beginning. Parcel No. 41-17-11-377-009.

This easement is subject to:

1. Grantor may use the Easement Area and may landscape it and pave it for driveways and walkways. However, no buildings or other structures may be constructed in the Easement Area.
2. Except for urgent or emergency situations, City will give reasonable notice to Grantor before working within the Easement Area. After any work is completed the Easement Area and any other disturbed areas of Grantor's property will be restored, without expense to Grantor, to a condition reasonably like its condition before that work.
3. 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. City may assign this easement to any successor of City.
4. This easement shall run with land as a perpetual easement. It is binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor identified above and all other owners of the property upon with the Easement Area is located.

[Signed on next page.]

Scott W. Wellman and Sandra K. Wellman, as
Co-Trustees of the Scott W. Wellman and
Sandra K. Wellman Revocable Living Trust



Scott W. Wellman



Sandra K. Wellman

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on
May 9, 2024, by Scott W. Wellman as Co-Trustee of the
Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.

Isis M. Jones
Isis M. Jones, Notary Public

Kent County, _____

Acting in Kent County, MI

My commission expires: 10.13.2024

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on
May 13, 2024, by Sandra K. Wellman, as Co-Trustee of the
Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.

Jill Beltman
Jill Beltman, Notary Public

Kent County, _____

Acting in Kent County, MI

My commission expires: 06/13/2029

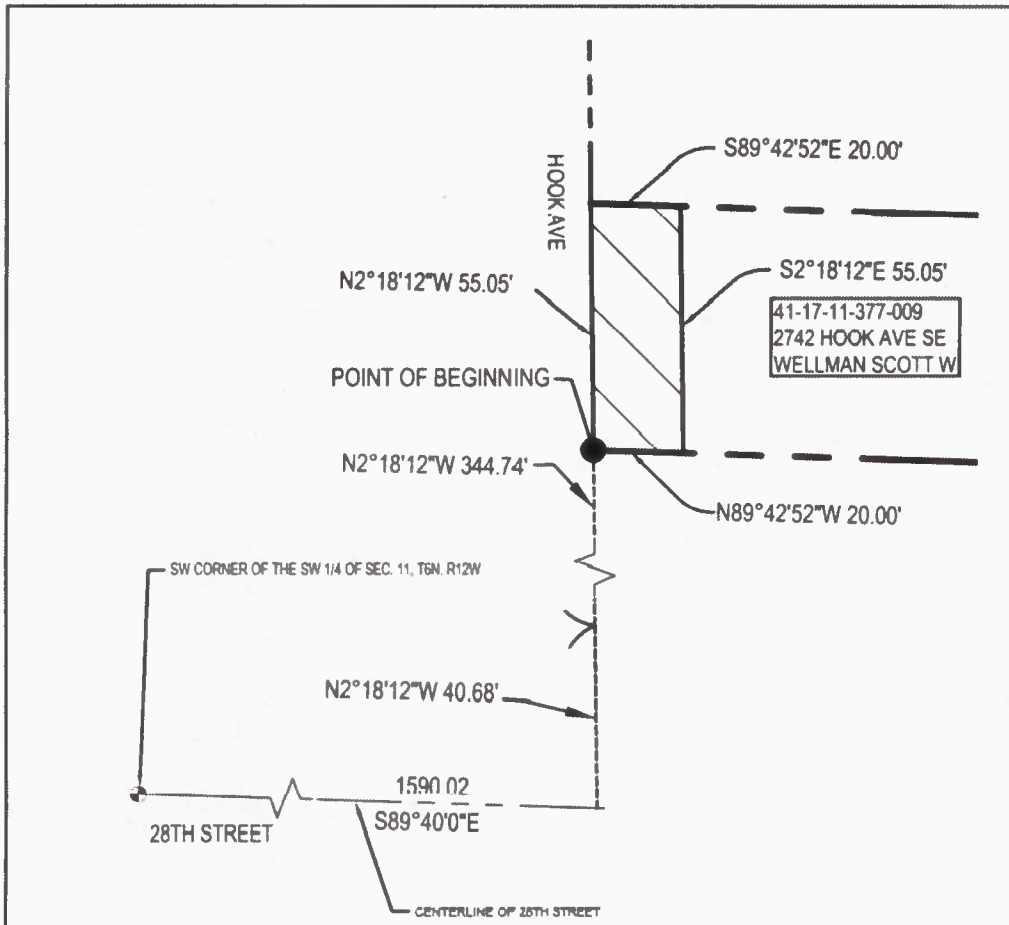
Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

Drafted by:
Scott Smith, City Attorney
Wyoming Justice Center
2650 DeHoop Ave SW
Wyoming, MI 49509

Legal Description prepared by:
Progressive AE
1811 4 Mile Rd 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
EASEMENT AREA DEPICTION/DESCRIPTION**

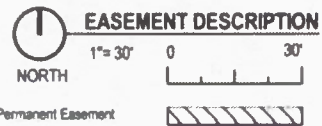


Description of Permanent Easement

May 7, 2004

A 75' wide permanent easement for engine, construction operation, maintenance and repair of public sanitary sewer over the following description: Containing 0.028 acres, more or less at 1"=100' P.S. relative to the street of Hook Ave.

The surveyed legal description of said land is as follows: Part of the Southwest 1/4 of Section 11, T4N, R12W, S89°42'52" E 20.00' from the Point of Beginning, thence South 18°12' W 55.05' to the Point of Beginning, thence North 89°42'52" W 20.00' to the Point of Beginning, thence North 18°12' W 344.74' to the Point of Beginning, thence North 18°12' W 40.68' to the Point of Beginning, thence South 89°40'0" E 1590.02' to the Point of Beginning, thence North 89°42'52" W 20.00' to the Point of Beginning.



Project No.: 71740019 Sheet 1 of 1



1811 4 1/2 Mile Rd NE | Grand Rapids, IA 49625 | 616.361.2664
330 South Tryon St, Suite 500 | Charlotte, NC 28202 | 704.731.8080 www.progressiveae.com

5/7/2004 9:02:23 AM CIVIL GROUP ZUPUJ
 P:\17140019\03 WPC3 DISCIPLINE\CA SURVEY\Utility Easements Hook\CESMT-HOOK-SAN-PRIVATE-2742-HOOK.dwg

SANITARY SEWER EASEMENT

2728 Hook Ave.

Grantor Cindy Libby and Steve Libby, wife and husband, of 2728 Hook Ave SW, Wyoming, MI 49509, in exchange for the consideration of \$1.00, 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 following described real property as depicted as the cross-hatched area on the attached **Exhibit A (Easement Area)** for constructing, installing, repairing, maintaining, replacing, improving, operating, and using a sanitary sewer main and related appurtenances such as manholes.

A 20' wide easement of 1500.00 square feet more or less over the following property:

Part of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at a point on the North line of 28th Street, said point located South 89 degrees 40 minutes 00 seconds East 1590.02 feet along the South line of said Section 11 and North 02 degrees 18 minutes 12 seconds West 40.68 feet from the Southwest corner of said Section 11; thence continuing North 02 degrees 18 minutes 12 seconds West 509.91 feet; to the Point of Beginning of this Easement, thence continuing North 02 degrees 18 minutes 12 seconds West 75.00 feet; thence South 89 degrees 42 minutes 52 seconds East 20.00 feet; thence South 02 degrees 18 minutes 12 seconds East 75.00 feet; thence North 89 degrees 42 minutes 52 seconds West 20.00 feet to the Point of Beginning. Parcel No. 41-17-11-377-007.

This easement is subject to:

1. Grantor may use the Easement Area and may landscape it and pave it for driveways and walkways. However, no buildings or other structures may be constructed in the Easement Area.
2. Except for urgent or emergency situations, City will give reasonable notice to Grantor before working within the Easement Area. After any work is completed the Easement Area and any other disturbed areas of Grantor's property will be restored, without expense to Grantor, to a condition reasonably like its condition before that work.
3. 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. City may assign this easement to any successor of City.
4. This easement shall run with land as a perpetual easement. It is binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor identified above and all other owners of the property upon with the Easement Area is located.

[Signed on next page.]

Cindy Libby



STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on May 1,
2024, by Cindy Libby and Steve Libby.

Steve Libby


CHRISTINE MCMAHON, Notary Public

KENT County, Michigan
Acting in Kent County, Michigan

My commission expires: 9/29/28

CHRISTINE MCMAHON NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF KENT My Commission Expires September 29, 2028 Acting in the County of _____

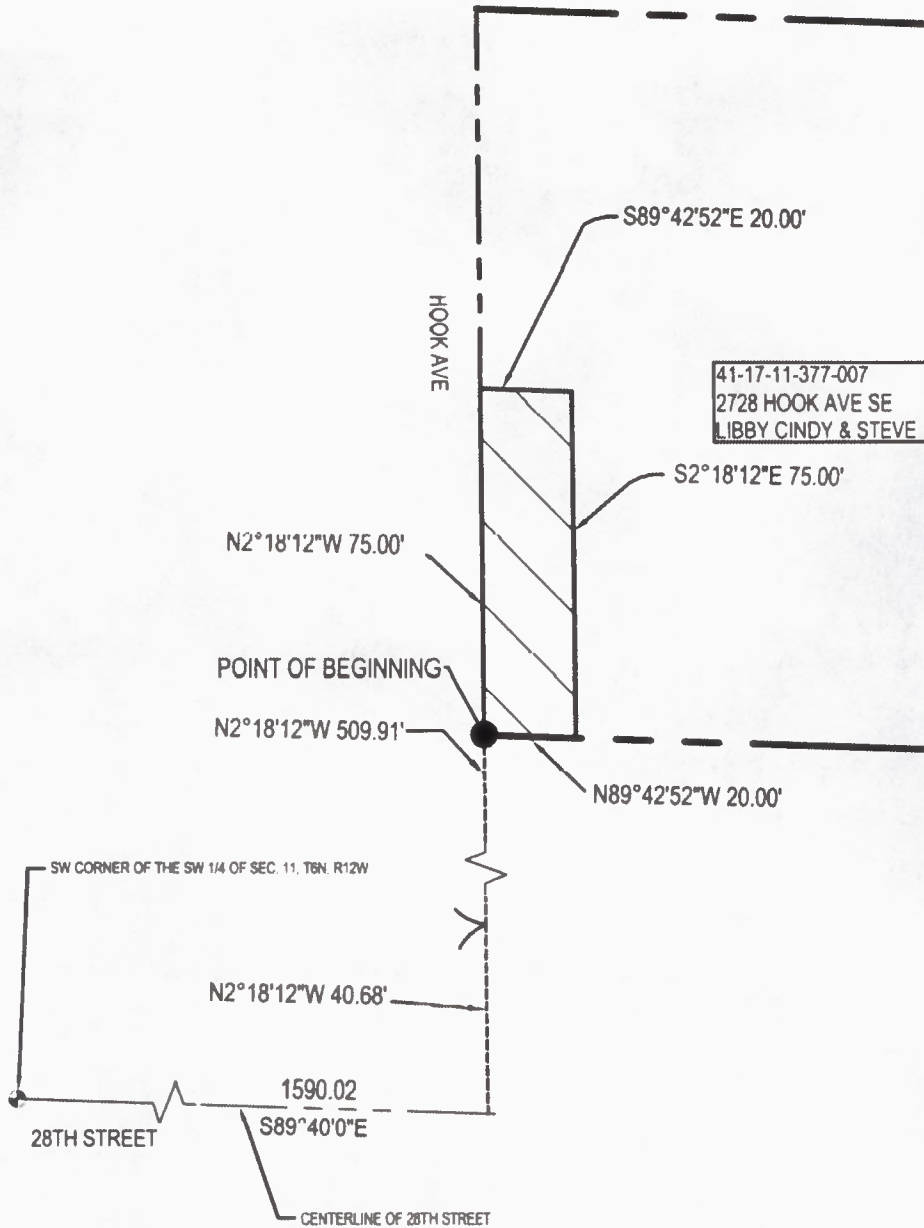
Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a)

Drafted by:
Scott Smith, City Attorney
Wyoming Justice Center
2650 DeHoop Ave SW
Wyoming, MI 49509

Legal Description prepared by:
Progressive AE
1811 4 Mile Rd 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
EASEMENT AREA DEPICTION/DESCRIPTION**

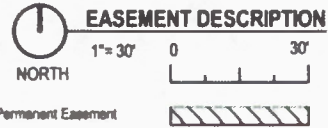


Description of Permanent Easement

May 4, 2024

A 27' wide permanent easement for ingress, egress, installation, operation, maintenance and repair of public utility conduits over the following description: Containing 0.03 acres, more or less to 1509.02 square feet more or less.

The exact legal description of said land is as follows: Part of the Southeast 1/4 of Section 11, T46N R12W, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as beginning at a point on the north line of 28th Street, said point located South 03 degrees 00 minutes 09 seconds East 1509.02 feet, along the South line of said Section 11 and North 02 degrees 18 minutes 12 seconds West 40.68 feet from the Southeast corner of said Section 11, thence continuing North 02 degrees 18 minutes 12 seconds West 808.81 feet to the Point of Beginning of this Easement thence continuing North 02 degrees 18 minutes 12 seconds West 73.02 feet, thence North 89 degrees 42 minutes 52 seconds East 20.00 feet, thence North 89 degrees 42 minutes 52 seconds West 20.00 feet to the Point of Beginning.



Project No.: 71740019 Sheet 1 of 1



1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616.361.2664
330 South Tyler St, Suite 900 | Charlotte, NC 28202 | 704.731.8060 www.progressive|ae.com

5/7/2024 8:31:20 AM CIVIL GROUP: ZJHLJ P:\171740019\03 WPC\3 DISCIPLINE\CAD\SURVEY\Ordinary Easements Hook\CESM1-HOOK-SAN-PRIVATE-2728 HOOK.dwg

SANITARY SEWER EASEMENT

2740 Hook Ave.

Grantor James W. Lalonde and Susan J. Charron, husband and wife, of 2740 Hook Ave SW, Wyoming, MI 49509, in exchange for the consideration of \$1.00, 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 following described real property as depicted as the cross-hatched area on the attached **Exhibit A (Easement Area)** for constructing, installing, repairing, maintaining, replacing, improving, operating, and using a sanitary sewer main and related appurtenances such as manholes.

A 20' wide easement of 2200.00 square feet more or less over the following property:

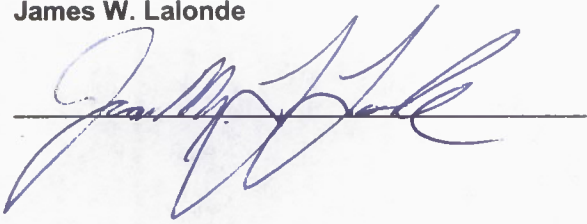
Part of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at a point on the North line of 28th Street, said point located South 89 degrees 40 minutes 00 seconds East 1590.02 feet along the South line of said Section 11 and North 02 degrees 18 minutes 12 seconds West 40.68 feet from the Southwest corner of said Section 11; thence continuing North 02 degrees 18 minutes 12 seconds West 399.80 feet; to the Point of Beginning of this Easement, thence continuing North 02 degrees 18 minutes 12 seconds West 110.11 feet; thence South 89 degrees 42 minutes 52 seconds East 20.00 feet; thence South 02 degrees 18 minutes 12 seconds East 110.11 feet; thence North 89 degrees 42 minutes 52 seconds West 20.00 feet to the Point of Beginning. Parcel No. 41-17-11-377-008.

This easement is subject to:

1. Grantor may use the Easement Area and may landscape it and pave it for driveways and walkways. However, no buildings or other structures may be constructed in the Easement Area.
2. Except for urgent or emergency situations, City will give reasonable notice to Grantor before working within the Easement Area. After any work is completed the Easement Area and any other disturbed areas of Grantor's property will be restored, without expense to Grantor, to a condition reasonably like its condition before that work.
3. 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. City may assign this easement to any successor of City.
4. This easement shall run with land as a perpetual easement. It is binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor identified above and all other owners of the property upon with the Easement Area is located.

[Signed on next page.]

James W. Lalonde



STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on May 7, 2024, by James W. Lalonde.


Rhonda L. Galligan
Rhonda L. Galligan, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: 11-21-2028

Susan J. Charron



STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on May 7, 2024, by James W. Lalonde.


CHRISTINE MCMAHON, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: 9/29/28

CHRISTINE MCMAHON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires September 29, 2028
Acting in the County of Kent

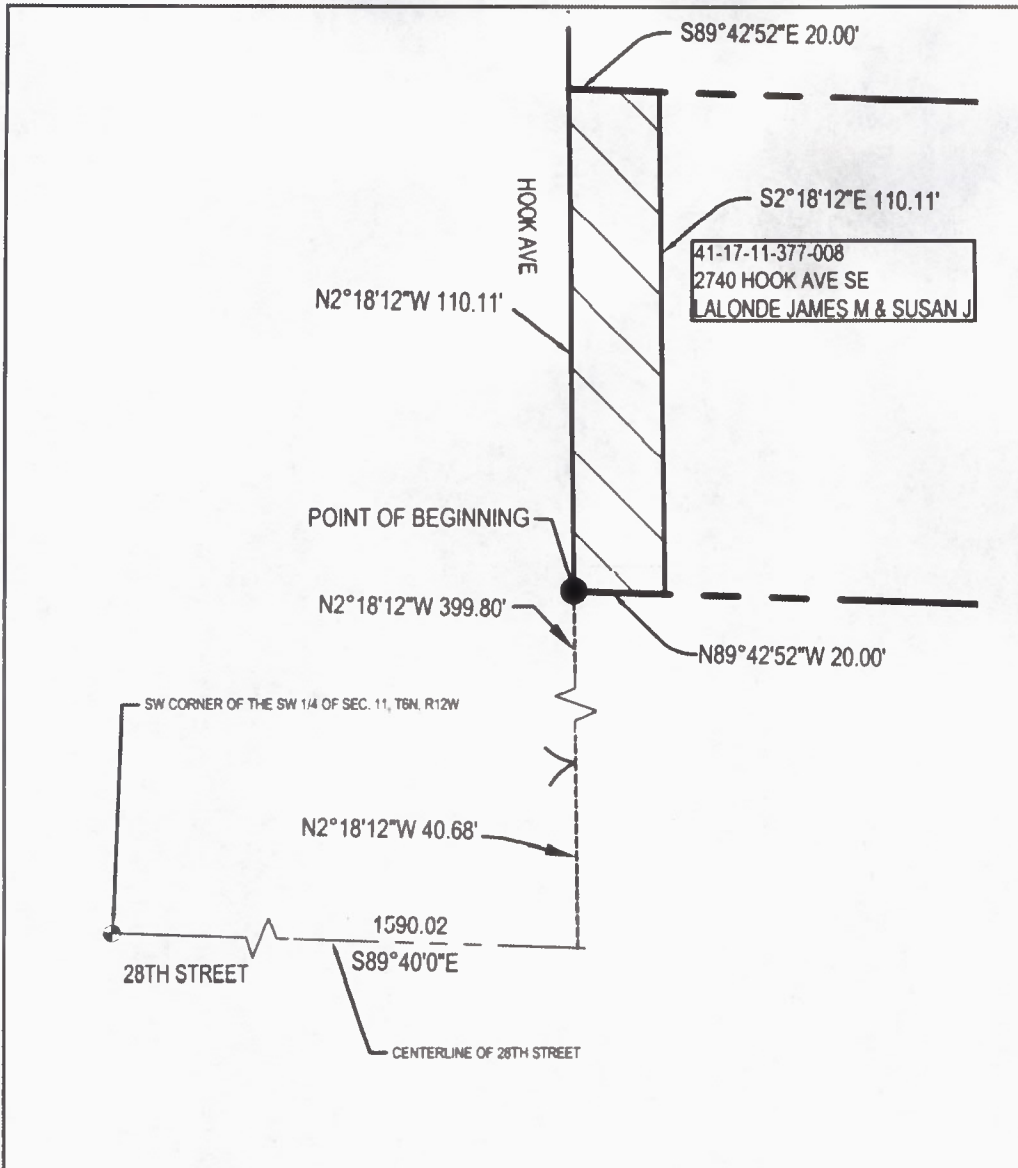
Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

Drafted by:
Scott Smith, City Attorney
Wyoming Justice Center
2650 DeHoop Ave SW
Wyoming, MI 49509

Legal Description prepared by:
Progressive AE
1811 4 Mile Rd 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
EASEMENT AREA DEPICTION/DESCRIPTION**



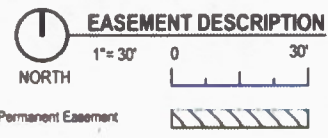
41-17-11-377-008
2740 HOOK AVE SE
LALONDE JAMES M & SUSAN J

Description of Permanent Easement

May 6, 2024

A 20' wide permanent easement for ingress, construction, operation, maintenance, and repair of public utilities herein over the following described Parceling of 20' wide strip of 2076.00 square feet more or less.

The surveyed legal description of said tract is as follows: Part of the Southeast 1/4 of Section 11, T46N R12W, City of Wyoming, Grant County, Madison, described as Beginning at a point on the North line of 28th Street, said point located South 89 degrees 40 minutes 00 seconds East 1590.02 feet along the South line of said Section 11 and North 02 degrees 18 minutes 12 seconds West 45.68 feet from the Southeast corner of said Section 11, thence continuing North 82 degrees 18 minutes 12 seconds West 389.80 feet, to the Point of Beginning of this Easement, thence continuing North 02 degrees 18 minutes 12 seconds West 110.11 feet, thence South 89 degrees 42 minutes 52 seconds East 20.00 feet, thence South 02 degrees 18 minutes 12 seconds East 110.11 feet, thence North 89 degrees 42 minutes 52 seconds West 20.00 feet to the Point of Beginning.



Project No.: 71740019 Sheet 1 of 1

progressive|ae

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330 South Tyrin St, Suite 500 | Charlotte, NC 28202 | 704.791.8090 www.progressiveae.com

5/7/2024 8:21:25 AM CIVIL GROUP ZULUJ P:\17140019\03 WPC3 DISCIPLINE\ASURVEYS\Utility Easements Hook\CESM-T-HOOK-SUN-PRIVATE-2740 HOOK.dwg

STAFF REPORT

Date: 5/14/24
Subject: Budget Amendment - Easements
From: Jaime Fleming, Water Treatment Plant Superintendent
CC: Myron Erickson, Director of Public Works
Date of Meeting: 5/20/24

RECOMMENDATION:

It is recommended the City Council approve a budget amendment for the Water Treatment Plant capital outlay account in the amount of \$150,000 to cover costs related to the acquisition of easements for the third transmission main project.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Improve city infrastructure and reliability.
 - OBJECTIVE 1 – Complete third transmission main.

DISCUSSION:

A budget amendment is needed to cover the costs related to the remaining easements for the construction of the third transmission main. The total amount of \$150,000 includes the easement amounts for Great Lakes Partners, Inc and J&S Farms, LLC, and the small number of outstanding easements for other properties. The total also includes the estimated attorney's fees related to easement acquisition authorized under Resolution 27999 adopted March 18, 2024.

BUDGET IMPACT:

This budget amendment is necessary to ensure sufficient funds are available in the Water Treatment Plant capital outlay account 591-591-57300-986.444.

RESOLUTION NO. _____

RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE
APPLICATION AND IMPLEMENTATION OF THE MICHIGAN SHARED
STREETS AND SPACES GRANT

WHEREAS:

1. The City of Wyoming is an incorporated municipality of the State of Michigan and therefore an eligible applicant to apply for the one-time appropriation of Shared Streets and Spaces Grant (SSSG) funding through the Michigan Department of Transportation.
2. A City Council public hearing is a requirement prior to acceptance of the grant application.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming does hereby set the date of June 3, 2024, at 7:01 p.m. for a public hearing on the Shared Streets and Spaces Grant project.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: May 7, 2024
To: Nicole Hofert, Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Subject: Michigan Shared Streets and Spaces Grant
From: Paul Smith, Assistant Director of Community & Economic Development

RECOMMENDATION

It is recommended that City Council hold a public hearing to accept comment on the proposed HAWK signal to facilitate the City Center Trail crossing of DeHoop Avenue. This public hearing is a requirement for the Michigan Shared Streets and Spaces Grant.

ALIGNMENT WITH STRATEGIC PLAN

Community and Economic Development staff are requesting that City Council hold a public hearing for a grant application to fund a HAWK signal at the City Center Trail crossing of DeHoop Avenue. This request aligns with all three pillars. As a project to facilitate a trail connecting to a public park, it aligns with the Community pillar and would enhance quality of life for Wyoming residents; as a project to install a traffic signal at a mid-block pedestrian crossing, it would enhance pedestrian safety and aligns with the Safety pillar; and, as a grant application request, this request would reduce the cost to Wyoming residents and aligns with the Stewardship pillar. This request also aligns with Goal 2 "Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life" and, specifically, with Objective 1 to "Complete City Center public improvements."

DISCUSSION

Grant Description

The Michigan Department of Transportation (MDOT) has a one-time appropriation of \$3.5 million for the "Shared Streets and Spaces" grant to support "quick-build" projects with the purpose of making communities more walkable and bikeable. This grant offers up to \$200,000 per project for each project and has no local match requirement.

Project Details

The City Center Trail crosses DeHoop Avenue just north of 28th Street. This mid-block crossing occurs on a hill and requires a HAWK (High Intensity Activated Crosswalk) signal to facilitate safe pedestrian crossings, especially in the morning and evening hours where limited light affects visibility. The City Center budget includes \$150,000 for this piece of equipment and its installation.

Local Requirements

Local government applicants must complete an online application that details information about the applying organizational, designated contact, project specifications, project site, project budget, project timelines, alignment with state goals, and documentation of public engagement. There is not a requirement that applicants set aside matching funds, so the entire project cost can be grant funded. However, the local government is required to hold a public hearing for community members to comment on the project.

BUDGET IMPACT

The City Center project budget includes \$150,000 for this equipment and its installation. With no local match requirement, the budget impact is a savings of up to \$150,000.

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO AARON THELENWOOD FOR HIS SERVICE
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. Aaron Thelenwood has served faithfully and effectively as a member of the Community Development Committee since September 8, 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Aaron Thelenwood for his dedicated service as a member of the Community Development Committee.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO THOMAS DEGENNARO FOR HIS SERVICE
AS A MEMBER OF THE HISTORICAL COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Thomas DeGennaro has served faithfully and effectively as a member of the Historical Commission since August 16, 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Thomas DeGennaro for his dedicated service as a member of the Historical Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION ADOPTING FISCAL YEAR 2024-25 WYOMING CITY
BUDGET AND PROPERTY TAX LEVY TO BE KNOWN AS THE
CITY'S 2024-25 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 2024-25 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 act 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 6, 2024 meeting.
4. Section 8.4 of the Charter requires the City Council to adopt the budget for the next fiscal year by a resolution adopted not later than its second meeting in May of each year, section 16 of the UBA act requires the City Council to pass a general appropriations act, and both the City Charter and the UBA act require appropriations of funds to meet budgeted expenditures using estimated revenues and fund balances and to levy *ad valorem* property taxes for the next fiscal year by establishing the millage rates.
5. As shown in the following table, the City Manager proposed that for FY25 *ad valorem* property taxes be levied at rates that, after adjustment by the “Headlee Amendment” millage reduction fraction of 0.9920 are slightly higher or slightly lower than the rates that would be levied if the separate 0.9439 base tax rate fraction (the oft-called “truth in taxation factor”) was applied:

Authority & Purpose	FY 2024 Levy	BTRF Applied	Tax Rate Differential	Proposed Tax Levy FY 2025
City Charter §9.1				
General Operations	4.7206	4.4558	0.2270	4.6828
Capital Projects	1.4960	1.4121	0.0839	1.4960
Parks & Recreation	1.4442	1.3632	0.0694	1.4326
Public Safety	1.2056	1.1380	0.0579	1.1959
Police Services	1.2034	1.1359	0.0578	1.1937
Fire Services	0.7219	0.6814	0.0347	0.7161
Library Building/Parks Capital	0.3561	0.3361	0.0171	0.3532
Sidewalks	0.1926	0.1818	0.0092	0.1910
Fire, Law Enforcement and First Responders	1.5000	1.4158	0.0722	1.4880
Subtotals	12.8404	12.1201	0.6292	12.7493
1917 PA 298				
Yard Waste	0.4000	0.3775	0.0225	0.4000
TOTALS	13.2404	12.4976	0.6517	13.1493

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 Funds Summary" and "Annual Budget by Account Classification", 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, 2025.
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	4.6828
Capital Projects	1.4960
Parks & Recreation	1.4326
Public Safety	1.1959
Police Services	1.1937
Fire Services	0.7161
Library Operations/ Park Capital	0.3532
Sidewalks	0.1910
Fire, Law Enforcement and First Responders	1.4880
Charter millage rate total	12.7493
State Law	
Yard Waste	0.4000
TOTAL MILLAGE	13.1493

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 20, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

All Funds Summary

Annual Budget by Account Classification

Resolution No. _____

All Funds Summary

Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance

Fiscal Year 2025

	Estimated Beginning Fund Balance	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund	\$ 21,558,419	\$ 32,561,514	\$ 36,167,567	\$ (3,606,053)	\$ 17,952,367
Major Streets	4,380,766	8,109,500	7,816,286	293,214	4,673,980
Local Streets	2,275,787	3,610,000	5,642,825	(2,032,825)	242,962
Public Safety Fund	133,881	36,962,295	35,921,367	1,040,928	1,174,809
Fire Millage	80,535	2,195,674	2,276,209	(80,535)	-
Police Millage	1,391,084	3,686,405	5,077,489	(1,391,084)	-
Parks & Recreation	2,652,479	5,036,277	4,755,167	281,110	2,933,589
Sidewalk Snow Removal	401,696	616,703	504,928	111,775	513,471
First Responders Millage	275,416	4,570,710	4,846,126	(275,416)	-
Solid Waste Disposal	1,352,364	1,302,779	1,170,559	132,220	1,484,584
Building Inspections	3,151,462	3,033,704	2,664,035	369,669	3,521,131
Community Dev. Block Grant	-	625,875	625,875	-	-
Indigent Defense	54,146	-	-	-	54,146
Drug Law Enforcement	38,741	-	30,000	(30,000)	8,741
Opioid Settlement	99,794	-	-	-	99,794
Federal Grants Fund	-	-	-	-	-
Capital Improvement	3,851,483	5,463,381	5,290,951	172,430	4,023,913
Library Maintenance/Parks Capital	1,182,958	1,234,338	1,395,542	(161,204)	1,021,754
City Center	6,582,634	112,000	6,694,634	(6,582,634)	-
Capital Projects Revolving	3,560,525	1,785,080	1,509,168	275,912	3,836,437
Sewer-Bonds and Interest Fund	-	3,831,998	3,831,998	-	-
Sewer-Construction Fund	-	-	-	-	-
Sewer-Reserves Fund	2,099,802	-	-	-	2,099,802
Sewer Operations*	13,068,191	28,111,024	27,214,197	896,827	13,965,018
Sewer Total	15,167,993	31,943,022	31,046,195	896,827	16,064,820
Water-Bonds and Interest Fund	-	5,771,988	5,771,988	-	-
Water-Construction Fund	-	86,120,000	86,120,000	-	-
Water-Reserves Fund	1,700,261	2,744,359	-	2,744,359	4,444,620
Water Operations*	19,380,671	30,615,884	40,115,775	(9,499,891)	9,880,780
Water Total	21,080,932	125,252,231	132,007,763	(6,755,532)	14,325,400
Motor Pool*	2,053,553	9,397,393	9,119,252	278,141	2,331,694
Motor Pool Depreciation Reserve*	3,081,895	6,828,013	1,109,875	5,718,138	8,800,033
Motor Pool Total	5,135,448	16,225,406	10,229,127	5,996,279	11,131,727
Subtotal	\$ 94,408,543	\$ 284,326,894	\$ 295,671,813	\$ (11,344,919)	\$ 83,063,625
Less Transfers Between Funds		(54,347,182)	(54,347,182)		
Less Admin Fee Between Funds		(4,411,583)	(4,175,091)		
Total Revenue and Expenditures		\$ 225,568,129	\$ 237,149,540		

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

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
101 General Fund				
Revenue				
Taxes	\$ 14,728,471	\$ 14,791,151	\$ 15,083,948	\$ 16,060,404
Licenses and Permits	933,854	933,854	853,000	815,000
Federal Grants	318,000	584,175	487,941	-
State Grants	9,390,638	9,874,651	9,782,507	9,402,752
Contributions from Local Units	309,024	309,024	425,124	8,338
Charges for Service	4,881,515	4,881,515	4,882,444	4,428,576
Fines and Forfeitures	1,000,000	1,000,000	1,200,000	1,200,000
Interest and Rentals	374,080	374,080	679,080	557,844
Other Revenues	101,500	110,500	94,081	63,600
Other Financing Sources	12,730,662	12,730,662	12,730,662	25,000
Revenue Totals	44,767,744	45,589,612	46,218,787	32,561,514
Expenditures				
Personnel Services	31,758,741	31,963,949	31,594,326	9,023,462
Supplies	1,108,741	1,171,237	1,126,715	415,210
Other Services and Charges	9,000,851	9,448,522	8,142,903	4,404,360
Capital Outlay	1,661,500	2,077,758	1,895,794	124,535
Transfers Out	507,304	507,304	507,217	22,200,000
Expenditure Totals	44,037,137	45,168,770	43,266,955	36,167,567
Fund Total	730,607	420,842	2,951,832	(3,606,053)
Fund Balance, Beginning	18,606,587	18,606,587	18,606,587	21,558,419
Fund Balance, Ending	\$ 19,337,195	\$ 19,027,430	\$ 21,558,419	\$ 17,952,367

Prior to FY25, police and fire operations were accounted for in the General Fund. Beginning in FY25, revenue and expenditures related to police and fire are accounted for in the Public Safety Fund.

Expenditure detail by program - See Next Page

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
General Fund				
Expenditure detail by program				
10100-City Council	\$ 132,247	\$ 132,247	\$ 119,513	\$ 147,737
10300-City Council - Communication	415,600	415,600	403,200	134,700
13600-District Court	1,817,333	1,818,333	1,838,783	1,906,985
13610-District Court - Building	324,332	350,150	339,188	262,780
15100-District Court - Probation	268,422	585,097	585,097	266,031
17200-City Manager	1,940,128	1,940,128	1,863,124	959,468
78009-Wyoming Tree Commission	-	-	-	11,725
20100-Finance - Accounting	1,045,376	1,082,897	1,042,324	1,481,437
25300-Finance - Treasurer	445,559	445,559	370,470	370,866
73200-Finance - Cable TV Commission	407,498	407,498	370,000	430,000
20900-Assessor	853,936	853,936	857,585	928,458
24700-Assessor - Board of Review	8,725	8,725	3,390	4,455
21000-Attorney - Legal Services	693,978	693,978	658,291	754,613
19100-City Clerk - Election	300,527	300,527	207,970	345,836
21500-City Clerk	616,632	616,632	595,010	791,390
22600-Human Resources	-	-	-	1,006,468
24800-Purchasing - Central Services	73,430	73,430	72,510	-
26500-Purchasing - City Hall	1,190	1,190	1,185	936
25800-Information Technology	2,172,814	2,235,025	2,120,470	2,164,315
26700-Facilities Maintenance	402,255	402,255	375,432	422,986
30500-Police - Administration Services	1,553,725	1,545,791	1,339,138	-
30610-Police - Building	458,341	447,341	409,640	-
30700-Police - Records Management	453,581	455,456	453,998	-
31000-Police - Detective Bureau	3,090,393	3,093,293	3,149,832	-
31200-Police - Forensic Science Unit	784,327	794,327	782,338	-
31500-Police - Patrol	12,843,140	13,057,009	12,893,210	-
31504-Police - OHSP - OWI	-	-	-	-
31506-Police - OHSP - Strategic Traffic Enf	-	230,234	230,236	-
31600-Police - Crossing Guard	98,100	144,960	144,000	-
31700-Police - Senior Volunteer	-	-	-	-
32000-Police - Training	160,300	232,300	190,000	-
32100-Police - ACT 302 Training Funds	10,000	20,538	10,876	-
32500-Police - Communications/Dispatch	812,990	812,990	813,713	-
33400-Police - Jail	200,050	200,050	180,000	-
33700-Fire - Administration Services	885,656	898,656	848,967	-
33800-Fire - Buildings	424,868	408,768	188,571	-
33900-Fire - Fighting	7,737,248	7,858,914	7,515,187	-
33901-Fire - Dual Empl. Reserves	74,906	75,406	33,810	-
33902-Fire - Fighting - Paid on Call	71,954	71,954	-	-
34100-Fire - Prevention	371,084	371,084	371,832	-
42600-Fire - Civil Defense	8,850	8,850	9,542	-
40000-Planning	640,448	640,448	544,527	616,546
41000-Zoning Board of Appeals	30,005	30,005	37,177	32,950
72800-Economic Development	32,375	32,375	32,135	144,512
44100-Public Works - Administration	89,000	89,000	7,425	9,000
44612-Public Works - Kentwood Hwys/St	1,154	1,154	-	1,112
44613-Public Works - Other Govt/Agencies	2,306	2,306	-	2,224
44800-Public Works - Street Lighting	775,050	775,050	750,042	770,036
75300-Community Outreach Programs	-	-	-	-
99900-Transfers	507,304	507,304	507,217	22,200,000
	<u>\$ 44,037,137</u>	<u>\$ 45,168,770</u>	<u>\$ 43,266,955</u>	<u>\$ 36,167,567</u>

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
202 Major Streets Fund				
Revenue				
Licenses and Permits	\$ 340,000	\$ 340,000	\$ 325,000	\$ 330,000
Federal Grants	-	-	-	-
State Grants	7,413,000	7,413,000	7,450,000	7,533,000
Charges for Service	25,000	25,000	40,000	30,000
Interest and Rentals	72,000	72,000	172,000	139,000
Other Revenues	66,000	66,000	62,500	77,500
Other Financing Sources	-	-	-	-
Revenue Totals	7,916,000	7,916,000	8,049,500	8,109,500
Expenditures				
Personnel Services	1,333,750	1,333,750	1,286,130	1,411,289
Supplies	529,380	529,380	499,950	537,900
Other Services and Charges	1,729,877	1,814,877	1,740,506	2,041,397
Capital Outlay	5,809,000	8,075,334	8,074,234	2,825,700
Transfers Out	-	143,000	143,000	1,000,000
Expenditure Totals	9,402,007	11,896,341	11,743,820	7,816,286
Fund Total	(1,486,007)	(3,980,341)	(3,694,320)	293,214
Fund Balance, Beginning	8,075,086	8,075,086	8,075,086	4,380,766
Fund Balance, Ending	\$ 6,589,078	\$ 4,094,744	\$ 4,380,766	\$ 4,673,980
Expenditure detail by program				
46300-Street Maintenance	\$ 7,318,524	\$ 9,669,858	\$ 9,580,306	\$ 4,476,581
47400-Traffic Services	1,045,067	1,045,067	1,038,489	1,146,739
47800-Winter Maintenance	738,567	738,567	679,176	770,962
48300-Street Administration	299,849	299,849	302,849	422,004
48400-Transfers to Local Streets	-	143,000	143,000	1,000,000
Totals	\$ 9,402,007	\$ 11,896,341	\$ 11,743,820	\$ 7,816,286

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
203 Local Streets Fund				
Revenue				
Licenses and Permits	\$ 30,000	\$ 30,000	\$ 25,000	\$ 25,000
Federal Grants	-	-	-	-
State Grants	2,471,000	2,471,000	2,400,000	2,511,000
Taxes	15,650	15,650	1,800	-
Charges for Service	20,000	20,000	30,000	25,000
Interest and Rentals	15,700	15,700	47,000	39,000
Other Revenues	11,500	79,147	17,755	10,000
Other Financing Sources	-	143,000	143,000	1,000,000
Revenue Totals	2,563,850	2,774,497	2,664,555	3,610,000
Expenditures				
Personnel Services	788,481	788,481	731,990	822,331
Supplies	204,850	204,850	171,900	206,850
Other Services and Charges	1,133,638	1,133,638	1,052,931	1,273,644
Capital Outlay	9,000	1,406,661	1,405,561	3,340,000
Expenditure Totals	2,135,969	3,533,630	3,362,382	5,642,825
Fund Total	427,881	(759,133)	(697,827)	(2,032,825)
Fund Balance, Beginning	2,973,614	2,973,614	2,973,614	2,275,787
Fund Balance, Ending	\$ 3,401,495	\$ 2,214,481	\$ 2,275,787	\$ 242,962
Expenditure detail by program				
46300-Street Maintenance	\$ 1,029,481	\$ 2,427,142	\$ 2,354,258	\$ 4,494,637
47400-Traffic Services	308,890	308,890	297,634	314,819
47800-Winter Maintenance	622,478	622,478	535,370	647,345
48300-Street Administration	175,120	175,120	175,120	186,024
	\$ 2,135,969	\$ 3,533,630	\$ 3,362,382	\$ 5,642,825

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
205 Public Safety Fund				
Revenue				
Taxes	\$ 3,350,191	\$ 3,350,191	\$ 3,406,221	\$ 3,641,609
Licenses and Permits	-	-	-	-
Federal Grants	-	-	-	-
State Grants	-	-	-	220,770
Contributions from Local Units	-	-	-	312,092
Charges for Service	-	-	-	31,000
Fines and Forfeitures	-	-	-	-
Interest and Rentals	5,000	5,000	40,000	45,000
Other Revenues	-	-	-	12,000
Other Financing Sources	-	-	-	32,699,824
Revenue Totals	3,355,191	3,355,191	3,446,221	36,962,295
Expenditures				
Personnel Services	-	-	-	24,142,237
Supplies	-	-	-	692,235
Other Services and Charges	-	-	-	9,217,893
Capital Outlay	-	-	-	1,869,002
Transfers Out	3,386,236	3,386,236	3,386,236	-
Expenditure Totals	3,386,236	3,386,236	3,386,236	35,921,367
Fund Total	(31,045)	(31,045)	59,985	1,040,928
Fund Balance, Beginning	73,896	73,896	73,896	133,881
Fund Balance, Ending	\$ 42,851	\$ 42,851	\$ 133,881	\$ 1,174,809

Prior to FY25, the Public Safety Fund was solely used to account for revenue from the voter-approved property tax millage which was then transferred to the General Fund for operations of Police and Fire. In FY25, police and fire operations were removed from the General Fund and included in the Public Safety Fund.

Expenditure detail by program

30500-Police - Administration Services	-	-	-	1,852,413
30610-Police - Building	-	-	-	856,996
30700-Police - Records Management	-	-	-	574,910
31000-Police - Detective Bureau	-	-	-	3,630,678
31200-Police - Forensic Science Unit	-	-	-	921,471
31500-Police - Patrol	-	-	-	13,121,391
31506-Police - OHSP - Strategic Traffic Enf	-	-	-	-
31600-Police - Crossing Guard	-	-	-	150,000
31700-Police - Senior Volunteer	-	-	-	-
32000-Police - Training	-	-	-	210,300
32100-Police - ACT 302 Training Funds	-	-	-	-
32500-Police - Communications/Dispatch	-	-	-	817,444
33400-Police - Jail	-	-	-	200,050
33700-Fire - Administration Services	-	-	-	1,040,644
33800-Fire - Buildings	-	-	-	1,206,310
33900-Fire - Fighting	-	-	-	10,904,532
33901-Fire - Dual Empl. Reserves	-	-	-	-
33902-Fire - Fighting - Paid on Call	-	-	-	-
34100-Fire - Prevention	-	-	-	424,393
42600-Fire - Civil Defense	-	-	-	9,836
	\$ -	\$ -	\$ -	\$ 35,921,367

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
206 Fire Fund				
Revenue				
Taxes	\$ 2,004,134	\$ 2,004,134	\$ 2,038,228	\$ 2,176,474
Interest and Rentals	3,000	3,000	24,000	19,200
Revenue Totals	2,007,134	2,007,134	2,062,228	2,195,674
Expenditures				
Transfers Out	2,037,925	2,037,925	2,037,925	2,276,209
Expenditure Totals	2,037,925	2,037,925	2,037,925	2,276,209
Fund Total	(30,791)	(30,791)	24,303	(80,535)
Fund Balance, Beginning	56,232	56,232	56,232	80,535
Fund Balance, Ending	\$ 25,441	\$ 25,441	\$ 80,535	\$ -

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
207 Police Fund				
Revenue				
Taxes	\$ 3,345,173	\$ 3,345,173	\$ 3,397,786	\$ 3,634,405
Interest and Rentals	20,000	20,000	65,000	52,000
Revenue Totals	3,365,173	3,365,173	3,462,786	3,686,405
Expenditures				
Transfers Out	3,293,201	3,293,201	3,293,201	5,077,489
Expenditure Totals	3,293,201	3,293,201	3,293,201	5,077,489
Fund Total	71,972	71,972	169,585	(1,391,084)
Fund Balance, Beginning	1,221,499	1,221,499	1,221,499	1,391,084
Fund Balance, Ending	\$ 1,293,471	\$ 1,293,471	\$ 1,391,084	\$ -

Prior to FY25, this fund consisted of reserves that were set aside to pay future annual payments on the 10 year contract with Axon for vehicle and body cameras. In FY25, police and fire operations were moved out of the General Fund into the Public Safety Fund. These reserves were also transferred to the Public Safety Fund in FY25.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
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208 Parks and Recreation Fund

Revenue				
Taxes	\$ 4,015,305	\$ 4,015,305	\$ 4,255,026	\$ 4,540,136
Federal Grants	-	81,951	82,472	-
State Grants	-	-	-	-
Contributions from Local Units	-	-	-	-
Charges for Service	376,711	376,711	276,903	333,773
Interest and Rentals	20,500	20,500	101,500	81,500
Other Revenues	121,668	121,668	37,507	80,868
Other Financing Sources	-	-	-	-
Revenue Totals	4,534,184	4,616,135	4,753,408	5,036,277
Expenditures				
Personnel Services	2,314,766	2,391,496	2,261,262	2,512,331
Supplies	152,173	152,173	150,863	173,165
Other Services and Charges	1,537,956	1,565,577	1,458,823	1,825,196
Capital Outlay	891,790	988,221	685,647	244,475
Expenditure Totals	4,896,685	5,097,467	4,556,595	4,755,167
Fund Total	(362,501)	(481,332)	196,813	281,110
Fund Balance, Beginning	2,455,666	2,455,666	2,455,666	2,652,479
Fund Balance, Ending	\$ 2,093,165	\$ 1,974,334	\$ 2,652,479	\$ 2,933,589

*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	\$ 159,375	\$ -	\$ 172,732
75200-Parks and Rec Administration	1,024,846	1,062,960	1,019,195	1,065,218
75600-Parks and Rec - Facilities	2,728,813	2,814,466	2,521,474	2,647,743
75800-Parks and Rec - Senior Center	482,919	492,593	454,720	475,038
76100-Recreation	500,732	490,499	483,632	394,436
76108-21st Century Cohort G	-	-	-	-
76112-21st Century Cohort K	-	-	-	-
76113-21st Century Cohort L-1	-	54,361	54,361	-
76114-21st Century Cohort L-2	-	23,213	23,213	-
	\$ 4,896,685	\$ 5,097,467	\$ 4,556,595	\$ 4,755,167

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
211 Sidewalk Fund				
Revenue				
Taxes	\$ 534,644	\$ 534,644	\$ 567,329	\$ 604,703
Interest and Rentals	3,700	3,700	15,000	12,000
Revenue Totals	538,344	538,344	582,329	616,703
Expenditures				
Other Services and Charges	491,653	491,653	489,653	504,928
Expenditure Totals	491,653	491,653	489,653	504,928
Fund Total	46,691	46,691	92,676	111,775
Fund Balance, Beginning	309,020	309,020	309,020	401,696
Fund Balance, Ending	\$ 355,711	\$ 355,711	\$ 401,696	\$ 513,471
Expenditure detail by program				
17500-Administration	\$ 44,653	\$ 44,653	\$ 44,653	\$ 44,928
44200-Snow Removal	447,000	447,000	445,000	460,000
44210-Sidewalk Repair	-	-	-	-
	\$ 491,653	\$ 491,653	\$ 489,653	\$ 504,928

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
213 First Responders Fund				
Revenue				
Taxes	\$ 3,988,300	\$ 3,988,300	\$ 4,213,716	\$ 4,530,710
Interest and Rentals	-	-	50,000	40,000
Revenue Totals	3,988,300	3,988,300	4,263,716	4,570,710
Expenditures				
Transfers Out	3,988,300	3,988,300	3,988,300	4,846,126
Expenditure Totals	3,988,300	3,988,300	3,988,300	4,846,126
Fund Total	-	-	275,416	(275,416)
Fund Balance, Beginning	-	-	-	275,416
Fund Balance, Ending	\$ -	\$ -	\$ 275,416	\$ -

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
230 Solid Waste Disposal Fund				
Revenue				
Taxes	\$ 1,111,832	\$ 1,111,832	\$ 1,168,704	\$ 1,265,779
Interest and Rentals	16,000	16,000	45,000	37,000
Other Revenues	65	65	-	-
Reimbursements	-	-	-	-
Revenue Totals	1,127,897	1,127,897	1,213,704	1,302,779
Expenditures				
Personnel Services	285,022	285,022	277,042	275,633
Supplies	6,000	6,000	3,850	6,000
Other Services and Charges	771,480	771,480	704,242	788,927
Capital Outlay	12,500	170,178	12,000	100,000
Expenditure Totals	1,075,002	1,232,680	997,134	1,170,559
Fund Total	52,895	(104,783)	216,570	132,220
Fund Balance, Beginning	1,135,794	1,135,794	1,135,794	1,352,364
Fund Balance, Ending	\$ 1,188,689	\$ 1,031,011	\$ 1,352,364	\$ 1,484,584

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
249 Building Inspections Fund				
Revenue				
Licenses and Permits	\$ 1,646,550	\$ 1,646,550	\$ 2,045,913	\$ 2,841,604
Federal Grants	-	-	-	-
Charges for Service	44,050	44,050	49,000	50,100
Fines and Forfeitures	14,400	14,400	11,000	14,000
Interest and Rentals	25,500	25,500	70,000	56,000
Other Financing Sources	64,000	64,000	64,000	64,000
Other Revenues	8,000	8,000	8,250	8,000
Revenue Totals	1,802,500	1,802,500	2,248,163	3,033,704
Expenditures				
Personnel Services	1,492,429	1,492,429	1,610,062	1,850,692
Supplies	15,158	15,158	15,158	32,502
Other Services and Charges	364,452	364,452	310,191	545,639
Capital Outlay	47,651	47,651	42,500	235,202
Expenditure Totals	1,919,690	1,919,690	1,977,911	2,664,035
Fund Total	(117,190)	(117,190)	270,252	369,669
Fund Balance, Beginning	2,881,210	2,881,210	2,881,210	3,151,462
Fund Balance, Ending	\$ 2,764,020	\$ 2,764,020	\$ 3,151,462	\$ 3,521,131
Expenditure detail by program				
37100-Permits	\$ 1,216,621	\$ 1,216,621	\$ 1,263,362	\$ 1,594,429
37210-Code Enforcement-Other	302,573	302,573	298,144	490,030
37220-Code Enforcement-CDBG Eligible	104,283	104,283	135,965	288,891
37300-Rental Program	284,923	284,923	280,440	290,685
72200-Zoning and Other Programs	11,290	11,290	-	-
	\$ 1,919,690	\$ 1,919,690	\$ 1,977,911	\$ 2,664,035

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
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256 Community Development Fund

Revenue				
Federal Grants	\$ 550,000	\$ 1,227,070	\$ 1,188,855	\$ 511,875
Interest and Rentals	-	-	6,000	6,000
Other Revenues	176,934	176,934	88,467	108,000
Other Financing Sources	-	-	-	-
Revenue Totals	726,934	1,404,004	1,283,322	625,875
Expenditures				
Personnel Services	174,510	174,510	147,437	110,792
Supplies	300	300	300	-
Other Services and Charges	344,579	843,279	828,028	387,359
Capital Outlay	207,496	385,866	307,557	127,724
Expenditure Totals	726,885	1,403,955	1,283,322	625,875
Fund Total	49	49	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	\$ 49	\$ 49	\$ -	\$ -

Expenditure detail by program				
17521-Administration 2021	\$ -	\$ -	\$ -	\$ -
17522-Administration 2022	-	-	-	-
17523-Administrative 2023	-	-	-	-
17524-Administrative 2024	145,378	145,378	105,587	-
17525-Administrative 2025	-	-	-	89,794
69120-Rehabilitation 2020	-	-	-	-
69121-Rehabilitation 2021	-	-	-	-
69122-Rehabilitation 2022	-	18,031	18,031	-
69123-Rehabilitation 2023	-	7,629	7,629	-
69124-Rehabilitation 2024	66,261	66,261	70,728	-
69125-Rehabilitation 2025	-	-	-	44,657
69219-CDBG Activities 2019	-	-	-	-
69220-CDBG Activities 2020	-	82,032	82,032	-
69221-CDBG Activities 2021	-	15,015	15,015	-
69222-CDBG Activities 2022	-	297,862	297,862	-
69223-CDBG Activities 2023	-	256,501	249,501	-
69224-CDBG Activities 2024	515,246	515,246	436,937	-
69225-CDBG Activities 2025	-	-	-	491,424
	\$ 726,885	\$ 1,403,955	\$ 1,283,322	\$ 625,875

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
260 Indigent Fund				
Revenue				
State Grants	\$ -	1,298,882	\$ 1,298,882	\$ -
Contributions from Local Units	-	48,606	48,606	-
Interest and Rentals	-	-	3,500	-
Other Financing Sources	7,304	7,304	7,217	-
Revenue Totals	7,304	1,354,792	1,358,205	-
Expenditures				
Personnel Services	-	164,984	165,012	-
Supplies	-	7,452	7,452	-
Other Services and Charges	-	1,182,269	1,182,271	-
Capital Outlay	-	-	-	-
Expenditure Totals	-	1,354,705	1,354,735	-
Fund Total	7,304	87	3,470	-
Fund Balance, Beginning	50,676	50,676	50,676	54,146
Fund Balance, Ending	\$ 57,980	\$ 50,763	\$ 54,146	\$ 54,146

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.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
265 Drug Law Enforcement Fund				
Revenue				
Fines and Forfeitures	\$ -	\$ -	\$ 24,672	\$ -
Interest and Rentals	-	-	329	-
Miscellaneous Income	-	-	-	-
Revenue Totals	-	-	25,001	-
Expenditures				
Capital Outlay	11,000	11,000	11,000	30,000
Transfers Out	-	-	-	-
Expenditure Totals	11,000	11,000	11,000	30,000
Fund Total	(11,000)	(11,000)	14,001	(30,000)
Fund Balance, Beginning	24,740	24,740	24,740	38,741
Fund Balance, Ending	\$ 13,740	\$ 13,740	\$ 38,741	\$ 8,741

The Drug Law Enforcement Fund was created pursuant to Public Act 135 of 1985. Revenue in this fund consists primarily of drug forfeitures which may be used solely for drug law enforcement according to provisions of the Act.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
284 Opioid Settlement Fund				
Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
Other Revenues	-	-	10,465	-
Revenue Totals	-	-	-	-
Expenditures				
Other Services and Charges	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Expenditure Totals	-	-	-	-
Fund Total	-	-	-	-
Fund Balance, Beginning	99,794	99,794	99,794	99,794
Fund Balance, Ending	\$ 99,794	\$ 99,794	\$ 99,794	\$ 99,794

The Opioid Settlement Fund accounts for expenditures and revenues of the national opioid settlements.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
285 Federal Grants Fund				
Revenue				
Federal Grants	\$ 6,000,000	\$ 8,335,715	\$ 8,335,715	\$ -
Revenue Totals	6,000,000	8,335,715	8,335,715	-
Expenditures				
Other Services and Charges	-	2,735,621	2,335,715	-
Capital Outlay	-	-	-	-
Transfers Out	6,000,000	6,000,000	6,000,000	-
Expenditure Totals	6,000,000	8,735,621	8,335,715	-
Fund Total	-	(399,906)	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	\$ -	\$ (399,906)	\$ -	\$ -

The Federal Grants Fund accounts for expenditures and revenues of various activities financed by restricted grants of the federal government.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
400 Capital Improvement Fund				
Revenue				
Taxes	\$ 4,158,164	\$ 4,158,164	\$ 4,405,169	\$ 4,735,381
Federal Grants	-	-	-	-
Contributions from Local Units	-	-	-	-
Charges for Service	100,000	100,000	-	-
Interest and Rentals	34,500	34,500	160,000	128,000
Other Revenues	-	-	-	600,000
Revenue Totals	4,292,664	4,292,664	4,565,169	5,463,381
Expenditures				
Personnel Services	728,434	728,434	731,472	937,226
Supplies	10,614	10,614	9,140	11,300
Other Services and Charges	356,196	388,196	375,076	387,325
Capital Outlay	2,180,000	4,381,091	4,379,100	3,955,100
Transfers Out	-	-	-	-
Expenditure Totals	3,275,244	5,508,335	5,494,788	5,290,951
Fund Total	1,017,420	(1,215,671)	(929,619)	172,430
Fund Balance, Beginning	4,781,102	4,781,102	4,781,102	3,851,483
Fund Balance, Ending	\$ 5,798,522	\$ 3,565,431	\$ 3,851,483	\$ 4,023,913
Expenditure detail by program				
17500-Administration	\$ 1,100,244	\$ 1,132,244	\$ 1,118,688	\$ 1,340,851
45200-Storm Water Construction	175,000	175,000	175,000	700,000
50200-Major Street Construction	-	-	-	-
50300-Local Street Construction	-	-	-	-
54400-Local Street Construction	-	-	-	-
57300-Capital Outlay Watermain	2,000,000	4,201,091	4,201,100	3,250,100
99900-Transfers	-	-	-	-
	\$ 3,275,244	\$ 5,508,335	\$ 5,494,788	\$ 5,290,951

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
401 Library Maintenance/Parks Capital Fund				
Revenue				
Taxes	\$ 989,413	\$ 989,413	\$ 1,049,105	\$ 1,119,284
Contributions from Local Units	82,054	82,054	82,054	82,054
Interest and Rentals	12,000	12,000	43,800	33,000
Other Revenues	-	-	50	-
Other Financing Sources	-	-	-	-
Revenue Totals	1,083,467	1,083,467	1,175,009	1,234,338
Expenditures				
Personnel Services	95,634	95,634	107,785	114,750
Supplies	22,600	27,600	18,250	39,300
Other Services and Charges	462,179	457,179	444,285	420,143
Capital Outlay	193,000	680,700	580,000	821,349
Expenditure Totals	773,413	1,261,113	1,150,320	1,395,542
Fund Total	310,054	(177,646)	24,689	(161,204)
Fund Balance, Beginning	1,158,269	1,158,269	1,158,269 *	1,182,958
Fund Balance, Ending	\$ 1,468,323	\$ 980,623	\$ 1,182,958	\$ 1,021,754
Expenditure detail by program				
17500-Administration	\$ 191,105	\$ 191,105	\$ 191,105	\$ 127,644
26700-Facility Maintenance	582,308	1,002,308	959,215	667,898
75600-Parks Facility Capital Outlay	-	67,700	-	600,000
	\$ 773,413	\$ 1,261,113	\$ 1,150,320	\$ 1,395,542

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
496 City Center Project				
Revenue				
Taxes	\$ -	\$ -	\$ -	\$ -
Contributions from Local Units	-	-	-	-
Interest and Rentals	-	-	140,000	112,000
Federal Grants	-	-	1,450,000	-
State Grants	-	20,000,000	20,000,000	-
Other Revenues	-	-	-	-
Other Financing Sources	6,000,000	6,000,000	6,000,000	-
Revenue Totals	6,000,000	26,000,000	27,590,000	112,000
Expenditures				
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services and Charges	-	-	-	-
Capital Outlay	11,930,050	30,158,091	30,158,091	6,694,634
Expenditure Totals	11,930,050	30,158,091	30,158,091	6,694,634
Fund Total	(5,930,050)	(4,158,091)	(2,568,091)	(6,582,634)
Fund Balance, Beginning	9,150,725	9,150,725	9,150,725	6,582,634
Fund Balance, Ending	\$ 3,220,675	\$ 4,992,634	\$ 6,582,634	\$ -
Expenditure detail by program				
90101-Bridges-Ph 1	\$ 5,482,800	\$ 6,529,000	\$ 6,529,000	\$ 800,000
90111-Planning-Ph 1	-	617,701	217,701	-
90121-Property-Ph 1	-	4,990	4,990	-
90131-Trails-Ph 1	6,447,250	6,416,218	6,416,218	-
90132-Trails-Ph2	-	3,356,500	3,756,500	-
90141-Utilities-Ph1	-	10,073,682	10,073,682	5,894,634
90151-Maintenance - Ph 1	-	-	-	-
90161-Streetscaping	-	3,160,000	3,160,000	-
	\$ 11,930,050	\$ 30,158,091	\$ 30,158,091	\$ 6,694,634

The City Center Fund accounts for major capital expenditures in the development of non-motorized infrastructure. Current resources consist of grant funding and contributions from the General Fund as authorized by City Council (from the City's ARPA funding).

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
800 Capital Projects Revolving Fund				
Revenue				
Taxes	\$ -	\$ -	\$ 950	\$ 1,105
Interest and Rentals	42,000	42,000	100,000	80,000
Other Financing Sources	500,000	500,000	500,000	1,700,000
Other Revenues	4,547	4,547	22,750	3,975
Revenue Totals	546,547	546,547	623,700	1,785,080
Expenditures				
Other Services and Charges	1,936	1,936	1,936	16,668
Capital Outlay	1,237,000	1,411,800	1,399,000	1,492,500
Transfers Out	-	-	-	-
Expenditure Totals	1,238,936	1,413,736	1,400,936	1,509,168
Fund Total	(692,389)	(867,189)	(777,236)	275,912
Fund Balance, Beginning	4,337,761	4,337,761	4,337,761	3,560,525
Fund Balance, Ending	\$ 3,645,372	\$ 3,470,572	\$ 3,560,525	\$ 3,836,437

The Capital Projects Revolving Fund accounts for capital expenditures related to the capital improvement plan for General Fund departments.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
570 Sewer-Bonds and Interest Fund				
Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ 3,831,998
Revenue Totals	-	-	-	3,831,998
Expenses				
Debt Service	-	-	-	3,831,998
Expenditure Totals	-	-	-	3,831,998
Fund Total	-	-	-	-
Net Position, Beginning	-	-	-	-
Net Position, Ending	\$ -	\$ -	\$ -	\$ -

This fund accounts for bond payments related to sewer debt service. Revenue consists of transfers from the Sewer Fund.

571 Sewer-Construction Fund

Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenses				
Transfers Out	-	-	-	-
Expenditure Totals	-	-	-	-
Fund Total	-	-	-	-
Net Position, Beginning	-	-	-	-
Net Position, Ending	\$ -	\$ -	\$ -	\$ -

This fund accounts for bond proceeds and the related construction activities.

575 Sewer-Reserves

Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenses				
Transfers Out	-	-	210,198	-
Expenditure Totals	-	-	210,198	-
Fund Total	-	-	(210,198)	-
Net Position, Beginning	2,310,000	2,310,000	2,310,000	2,099,802
Net Position, Ending	\$ 2,310,000	\$ 2,310,000	\$ 2,099,802	\$ 2,099,802

This fund accounts for the funds set aside to meet the debt service reserve requirements set by the bond covenants.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
590 Sewer Fund				
Revenue				
Taxes	\$ 5,427	\$ 5,427	\$ 2,227	\$ 1,325
Contributions from Local Units	409,760	409,760	409,760	409,760
Charges for Service	25,064,055	25,064,055	25,395,670	27,277,243
Fines and Forfeitures	140,000	140,000	151,850	40,000
Interest and Rentals	194,000	194,000	460,000	374,000
Other Revenues	30,000	30,000	42,735	8,696
Other Financing Sources	-	-	7,620,198	-
Revenue Totals	25,843,242	25,843,242	34,082,440	28,111,024
Expenses				
Personnel Services	4,401,103	4,401,103	4,133,338	4,545,703
Supplies	1,225,598	1,275,598	1,252,409	1,330,722
Other Services and Charges	13,702,010	14,478,103	14,367,373	14,339,774
Capital Outlay	2,694,000	8,796,405	13,024,750	3,166,000
Debt Service	3,275,757	3,275,757	3,275,757	-
Transfers Out	-	-	-	3,831,998
Expense Totals	25,298,468	32,226,966	36,053,627	27,214,197
Fund Total	544,774	(6,383,724)	(1,971,187)	896,827
Working Capital, Beginning	15,039,378	15,039,378	15,039,378	13,068,191
Working Capital, Ending*	\$ 15,584,152	\$ 8,655,654	\$ 13,068,191	\$ 13,965,018

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 funds related to debt service (Bond and Interest Fund, Construction Fund, Reserves Fund)

Expense detail by program

54100-Administration Services	\$ 2,040,375	\$ 2,091,743	\$ 2,091,743	\$ 2,077,224
54200-Transmission	1,916,973	2,031,548	1,734,650	1,904,861
54300-Treatment	10,727,973	11,381,373	11,452,053	11,692,875
54310-Treatment-Lab Services	776,392	776,392	781,470	815,502
54400-Capital Outlay	2,634,000	8,736,405	12,965,000	3,035,000
54700-Industrial Pretreatment	597,302	603,502	484,530	471,146
54800-GVRBA Operations-Land Appl	3,253,120	3,253,670	3,118,695	3,313,995
54801-GVRBA Operations-Pump House	76,576	76,576	56,511	71,597
92500-Revenue Bonds	3,275,757	3,275,757	3,368,975	-
99900-Transfers	-	-	-	3,831,998
	\$ 25,298,468	\$ 32,226,966	\$ 36,053,627	\$ 27,214,197

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
573 Water-Bonds and Interest Fund				
Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ 5,771,988
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,771,988</u>
Expenses				
Debt Service	-	-	-	5,771,988
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,771,988</u>
Fund Total	-	-	-	-
Net Position, Beginning	-	-	-	-
Net Position, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

This fund accounts for bond payments related to water debt service. Revenue consists of transfers from the Water Fund.

572 Water-Construction Fund

Revenue				
Other Revenues	\$ -	\$ -	\$ -	\$ 36,120,000
Other Financing Sources	-	-	-	50,000,000
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>86,120,000</u>
Expenses				
Capital Outlay	-	-	-	86,120,000
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>86,120,000</u>
Fund Total	-	-	-	-
Net Position, Beginning	-	-	-	-
Net Position, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

This fund accounts for construction projects associated with bond issuances. Current revenue includes bond proceeds and a contribution from Ottawa County for shared capital projects.

574 Water-Reserves

Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ 2,744,359
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,744,359</u>
Expenses				
Transfers Out	-	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-	2,744,359
Net Position, Beginning	<u>1,700,261</u>	<u>1,700,261</u>	<u>1,700,261</u>	<u>1,700,261</u>
Net Position, Ending	<u>\$ 1,700,261</u>	<u>\$ 1,700,261</u>	<u>\$ 1,700,261</u>	<u>\$ 4,444,620</u>

This fund accounts for the funds set aside to meet the debt service reserve requirements set by the bond covenants.

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
591 Water Fund				
Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
State Grants	-	-	-	-
Taxes	415	415	170	102
Charges for Service	25,419,500	25,419,500	27,489,755	27,465,500
Fines and Forfeitures	180,000	180,000	200,000	140,000
Interest and Rentals	335,000	335,000	580,500	486,000
Other Revenues	570,000	570,000	2,356,580	2,524,282
Other Financing Sources	-	-	-	-
Revenue Totals	26,504,915	26,504,915	30,627,005	30,615,884
Expenses				
Personnel Services	5,820,603	5,780,603	5,738,421	6,105,106
Supplies	2,483,689	2,513,721	2,361,172	2,514,640
Other Services and Charges	7,842,127	8,393,904	7,997,905	7,737,528
Capital Outlay	4,703,400	10,101,281	9,643,300	11,602,000
Debt Service	6,373,274	6,373,274	6,373,274	3,640,154
Transfers Out	-	-	-	8,516,347
Expense Totals	27,223,093	33,162,783	32,114,072	40,115,775
Fund Total	(718,178)	(6,657,868)	(1,487,067)	(9,499,891)
Working Capital, Beginning	20,867,738	20,867,738	20,867,738	19,380,671
Working Capital, Ending*	\$ 20,149,560	\$ 14,209,870	\$ 19,380,671	\$ 9,880,780

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 funds related to debt service (Bond and Interest Fund, Construction Fund, Reserves Fund)

Expense detail by program

55100-Administration	\$ 1,692,801	\$ 1,704,113	\$ 1,704,113	\$ 1,203,278
55300-Pumping and Treatment	8,104,279	8,322,619	8,253,895	8,660,131
55310-Pumping & Treatment-Lab Services	596,698	596,698	580,258	623,829
55800-T and D - Storage/E of Gezon	105,982	105,982	99,834	110,690
55900-T and D - Gezon Station	730,771	733,771	673,432	772,298
56100-T and D - Storage/W of Gezon	-	-	-	-
56200-T and D - Mains	1,591,735	1,881,315	1,696,115	1,526,023
56300-T and D - Pipeline to Gezon	155,435	155,435	153,378	183,060
56400-T and D - Pipeline Meters	77,119	77,119	64,798	79,432
56500-T and D - Meters	766,576	766,576	600,413	908,771
56600-T and D - Hydrants	127,181	127,181	127,349	129,350
56700-T and D - Services	1,522,850	1,542,427	1,486,716	1,530,311
56900-Customer Accounting	636,761	636,761	632,497	674,038
57000-Ottawa County	3,644,213	3,644,213	3,644,213	3,640,154
57300-Capital Outlay	4,703,400	10,101,281	9,643,300	11,517,000
57400-Installation of Service	38,231	38,231	24,700	41,063
92500-Revenue Bonds	2,729,061	2,729,061	2,729,061	-
99900-Transfers	-	-	-	8,516,347
	\$ 27,223,093	\$ 33,162,783	\$ 32,114,072	\$ 40,115,775

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
661 Motor Pool Fund				
Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
Charges for Service	30,000	30,000	25,000	30,000
Interest and Rentals	4,694,594	4,694,594	3,927,770	9,364,893
Other Revenues	1,500	1,500	2,500	2,500
Revenue Totals	4,726,094	4,726,094	3,955,270	9,397,393
Expenditures				
Personnel Services	667,303	667,303	630,538	739,509
Supplies	768,450	773,450	742,200	767,700
Other Services and Charges	976,116	1,259,116	1,024,491	1,038,029
Transfers Out	1,742,300	1,742,300	1,742,300	6,574,013
Expenditure Totals	4,154,169	4,442,169	4,139,529	9,119,252
Fund Total	571,925	283,925	(184,259)	278,141
Net Position, Beginning	2,237,812	2,237,812	2,237,812	2,053,553
Net Position, Ending	\$ 2,809,737	\$ 2,521,737	\$ 2,053,553	\$ 2,331,694
Expenditure detail by program				
58100-Administration Fee	\$ 206,698	\$ 206,698	\$ 206,698	\$ 226,992
58200-Equipment Operations	1,828,057	2,078,057	1,798,315	1,900,341
58300-Building	377,114	415,114	392,216	417,906
99900-Transfers	1,742,300	1,742,300	1,742,300	6,574,013
	\$ 4,154,169	\$ 4,442,169	\$ 4,139,529	\$ 9,119,252

Annual Budget by Account Classification

Summary

	2024 Adopted Budget	2024 Amended Budget	2024 Estimated Amount	2025 Final Budget
662 Motor Pool - Depreciation Res				
Revenue				
Grants	\$ -	\$ -	\$ -	\$ -
Interest and Rentals	48,000	48,000	130,000	104,000
Other Revenues	150,000	150,000	150,000	150,000
Other Financing Sources	1,742,300	1,742,300	1,742,300	6,574,013
Revenue Totals	1,940,300	1,940,300	2,022,300	6,828,013
Expenditures				
Capital Outlay	2,363,001	4,854,896	4,844,000	1,109,875
Expenditure Totals	2,363,001	4,854,896	4,844,000	1,109,875
Fund Total	(422,701)	(2,914,596)	(2,821,700)	5,718,138
Net Position, Beginning	5,903,595	5,903,595	5,903,595	3,081,895
Net Position, Ending	\$ 5,480,894	\$ 2,988,999	\$ 3,081,895	\$ 8,800,033

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 X - Utilities effective July 01, 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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Proposed Fee Schedule

Resolution No. _____

ALL CHANGES ARE IN BOLD

IV – ENGINEERING DEPARTMENT

Administrative Fees

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

General Engineering Fees

Fire Lines	
Based on Construction	4.00%
Minimum Fee	\$200.00

Testing and Chlorination of water mains

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

Subdivision Inspection

Based on Construction Cost	4.00%
Minimum Fee	\$200.00

Standard Special Assessment Rates

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

Street

Rural Improvement – Residential	\$56.30 lf	<u>57.90</u>
Full Improvement – Residential	\$90.80 lf	<u>93.50</u>
Full Improvement – Commercial	\$114.60 lf	<u>118.00</u>

Sanitary Sewer

Main – Residential	\$37.10 lf	<u>38.10</u>
Main – Commercial	\$54.40 lf	<u>56.00</u>

6 inch service	\$2,390.00 ea	<u>2,460.00</u>
8 inch service	\$3,520.00 ea	<u>3,620.00</u>

Watermain

Main – Residential	\$22.80 lf	<u>23.40</u>
Main – Commercial	\$27.30 lf	<u>28.10</u>

1 inch service	\$1,360.00 ea	<u>1,400.00</u>
1 ½ inch service	\$1,360.00 ea	<u>1,400.00</u>
2 inch service	\$1,600.00 ea	<u>1,640.00</u>
6 inch service	\$3,950.00 ea	<u>4,060.00</u>
8 inch service	\$4,810.00 ea	<u>4,950.00</u>

Storm Sewer		
12 inch lateral		\$1,370.00 ea <u>1,410.00</u>
15 inch lateral		\$1,550.00 ea <u>1,590.00</u>
18 inch lateral		\$1,810.00 ea <u>1,860.00</u>
Sidewalk		
4 inch - Residential	\$17.60 lf	<u>18.10</u>
6 inch – Commercial	\$24.60 lf	<u>25.30</u>
8 inch – Industrial	\$28.90 lf	<u>29.70</u>
Drive Approach		
Standard 4 inch – Residential	\$29.30 sy	<u>30.10</u>
Standard 6 inch – Commercial	\$41.80 sy	<u>43.00</u>
Standard 8 inch – Industrial	\$51.50 sy	<u>53.00</u>
Curb Return		\$2,800.00 ea <u>2,880.00</u>
Tapered Curb Return		\$5,020.00 ea <u>5,170.00</u>

Site Development Stormwater Fees (within Regional Detention areas)

Percent	Stormwater
<u>Impervious</u>	<u>Fee (\$/AC)</u>
5%	\$ 1,850.00 <u>2,040.00</u>
10%	2,010.00 <u>2,220.00</u>
15%	2,160.00 <u>2,380.00</u>
20%	2,330.00 <u>2,570.00</u>
25%	2,480.00 <u>2,730.00</u>
30%	2,640.00 <u>2,910.00</u>
35%	2,790.00 <u>3,070.00</u>
40%	2,950.00 <u>3,250.00</u>
45%	3,110.00 <u>3,430.00</u>
50%	3,260.00 <u>3,590.00</u>
55%	3,420.00 <u>3,770.00</u>
60%	3,580.00 <u>3,940.00</u>
65%	3,740.00 <u>4,120.00</u>
70%	3,890.00 <u>4,280.00</u>
75%	4,040.00 <u>4,450.00</u>
80%	4,210.00 <u>4,640.00</u>
85%	4,360.00 <u>4,800.00</u>
90%	4,520.00 <u>4,980.00</u>
95%	4,670.00 <u>5,140.00</u>
100%	4,840.00 <u>5,330.00</u>

Street Permits

Minimum Insurance Policy Requirements

Contact the Engineering Department for minimum coverage amounts

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	\$110.00
Asphalt	\$35.00
Reconstruction	\$35.00
Drive Removal (if performed separate from new Construction)	\$35.00
Landscaping Grades	\$70.00
Drive Grade Stakes (Only)	\$70.00
Reconstruct Curb and Gutter	\$35.00
Commercial Drive Approach Construction	
Flared	\$200.00
Radius	\$370.00
Tapered	
Based on Construction Cost	4%
Minimum Fee	\$200.00
Reconstruct Existing Drive	\$150.00
Drive Removal (Not Replaced)	\$50.00
Reconstruct Curb & Gutter (Less than 50 feet)	\$40.00
Reconstruct Curb and Gutter (50 feet or greater)	\$150.00
Sidewalk Construction	
New Construction	\$180.00
Reconstruction (Less than 50 feet)	\$35.00
Reconstruction (50 feet or greater)	\$150.00
ADA Ramps	\$180.00
Restaking	\$70.00
Lane Closure	\$100.00
Street Opening	\$500.00
Trenchless Road Crossing	\$175.00
Traffic Closure (Detour)	\$600.00
Parkway Opening	\$60.00
Storm Sewer	\$35.00
Utility connection	\$70.00
Resurfacing Pavements	
Asphalt	Actual Cost plus 25%
Concrete	Actual Cost plus 25%
All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)	

Miscellaneous

All work within the right-of-way not covered in the above fees	\$50.00
Sign return	
For return of each sign removed from public property	\$5.00
Portable Basketball Hoop (PBH) Return	
For return of each PBH removed from public property	\$25.00

Telecommunications Permit	
Right-of-Way Telecommunications Permit	\$500.00
Modified Right-of-Way Telecommunications Permit for DAS/Small Cell License	\$500.00
Wireless facility installation permit	\$220.00
Wireless facility and new utility pole installation permit	\$330.00
Wireless facility annual fee	\$22.00
Wireless facility on pole added after March 12, 2019	\$138.00

Note: The Wireless facility fees are set by others and change annually in March

ALL CHANGES ARE IN BOLD

VI - PARKS AND RECREATION

SOFTBALL

Lemery, Palmer, and Lamar Parks

	Day	Time	Resident	Non-Resident
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

Lamar Park Grandstand and Gezon Park

	Day	Time	Resident	Non-Resident
Practice	Mon-Fri	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

	Day	Time	Resident	Non-Resident
	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

Day	Time	Resident	Non-Resident
<i>All Days</i>	<i>1 hour block</i>	<i>Practice</i>	<i>45.00</i>
		<i>Games</i>	<i>50.00</i>
		<i>30.00</i>	<i>45.00</i>
		<i>50.00</i>	<i>50.00</i>

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
	Mon-Sun	1 hour block	\$ 15.00	\$ 22.50

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
	Mon-Sun	Half day	\$ 30.00	\$ 45.00
	Mon-Sun	Full day	60.00	90.00

SHELTERS**Pinery**

	Day	Time	Resident	Non-Resident
	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

Deposit

(Refundable)			\$ 75.00	\$ 75.00
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LODGES**Ideal**

	Day	Time	Resident	Non-Resident
	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
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PORTABLE STAGE

	Day	Time	Within Wyoming	
		(8 a.m. – 11 p.m.)		
Stage	Mon-Fri	Per day	\$ 300.00	
	Sat-Sun	Per day	325.00	
Extension panels	Mon-Fri	Per day	\$ 450.00	
	Sat-Sun	Per day	487.50	

Deposit

\$ 100.00

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	
Day	Time		Resident	Non-Resident	Technology Fee	Deposit
Mon-Sat	1 hour block		100.00	150.00	75.00	200.00

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

X - UTILITIES

These fees will be effective as of **July 01, 2024**

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 <u>\$0.500</u>
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	\$4.76 <u>\$4.800</u>
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	\$0.110 <u>\$0.210</u>
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	\$ 26.71	\$ 29.11
1 inch	54.77	59.70
1 1/2 inch	117.55	128.13
2 inch	181.71	198.06
3 inch	315.31	343.69
4 inch	589.22	642.25
6 inch	1,213.69	1,322.92
8 inch	2,042.90	2,226.76

Water commodity rate (in addition to Readiness to Serve Charge):
Quantity steps applicable rate, per 100 cubic feet: \$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	\$ 19.98	\$ 22.98
1 inch	34.87	40.10
1 1/2 inch	64.73	74.44
2 inch	94.52	108.70
3 inch	228.75	263.06
4 inch	377.91	434.60
6 inch	750.69	863.29
8 inch	1,123.51	1,292.04
12 inch	1,726.05	1,984.96

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: \$3.63

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
FY2025 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 2025 fiscal year budget is \$5,512,833.
4. Wyoming desires to approve GVRBA’s 2025 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 2025 in the total amount of \$12,493,825.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

GVRBA FY25 Proposed Budget

Resolution No. _____

STAFF REPORT

Date: May 2, 2024

Subject: Grand Valley Regional Biosolids Authority FY25 Budget Approval

From: Jon Burke, CWP Superintendent

CC: Myron Erickson, Director of Public Works

Date of Meeting: May 20, 2024

RECOMMENDATION:

It is recommended that the City Council approve the FY25 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. The total GVRBA proposed budget is \$12,493,825 with the Wyoming share being \$5,512,833.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship

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 February 20th, the GVRBA Board of Directors approved the FY25 budget and recommended subsequent approval by both communities.

The FY25 GVRBA budget includes an approximate 5% increase in landfill costs and a 6% decrease in polymer expense. There is only a 2% increase in the land application costs this year, however the cost of odor control chemicals and liquid lime slurry continue to rise. The budget also includes money to clean one of the biosolids storage tanks at the CWP as well as the primary sludge holding tank on the Grand Rapids side.

Per the Joint Biosolids Management Project Agreement, Wyoming's share of the FY25 GVRBA O&M budget is based on the final processed amount from the previous biosolids reporting year, which ended September 30, 2023. 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 FY25 budget will be 46.6% of the total O&M budget and 35.7% of the debt service budget, for a total of \$5,512,833. This is a decrease of \$2,937 from Wyoming's partner share of the GVRBA FY24 adopted budget.

In addition to the true-up at the end of FY24, the proposed FY25 includes a reduction in the fund balance which was credited to both partners based on the raw solids percentages. This calculation will be used in the future to maintain the required fund balance per the GVRBA Joint Operating Agreement, as well as the required debt service coverage ratio.

BUDGET IMPACT:

Wyoming's share of the FY25 GVRBA budget is \$5,512,833. The proposed 2025 Sewer Fund budget includes this amount (account 590-590-54300-921000).

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2024-2029 CAPITAL IMPROVEMENT PLAN

WHEREAS:

1. Pursuant to section 65 of the Michigan planning enabling act, 2008 PA 33, MCL 125.3865, and section 2-203 of the Code of Ordinances, City of Wyoming Michigan (“City Code”) requires the City Council to annually consider and adopt a capital improvement plan.
2. As provided in the City Code, the City Manager presented a proposed draft capital improvement plan that was then modified in accordance with City Council direction.
3. The capital improvement plan does not authorize any expenditures for any projects.
4. Projects listed in the capital improvement plan can be undertaken only after the City Council appropriates funds in the annual budget, approves contracts, and, if necessary, authorizes bonds or other financial arrangements.

NOW, THEREFORE, BE IT RESOLVED:

1. The 2024-2029 Capital Improvement Plan is approved.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

2024-2029 Capital Improvement Plan

CAPITAL IMPROVEMENT PLAN

2024-2029

FY	Category	Funding Source	Grant Funding	Project Description	Location	Amount
2024-2025	Building	Building Inspections		I-Plan Table	CED	17,432
	Building	Capital Revolving		Treasurers drive through	City Hall	500,000
	Building	Capital Revolving		Furniture for City Hall	City Hall	420,000
	Building	Capital Revolving		Veterans Memorial Wall	Veterans Memorial	125,000
	Building	Capital Revolving		Prisoner-Attorney meeting space remodel	District Court	100,000
	Building	Capital Revolving		Carpet for City Hall	City Hall	230,000
	Building	Capital Revolving		Miscellaneous requests under \$10K	Facilities-all	50,000
	Building	Capital Revolving		Interior lighting - council chambers	City Hall	25,000
	Building	Capital Revolving		Convert HR conference room to office	City Hall	15,000
	Building	Capital Revolving		East shipping doors	City Hall	10,000
	Building	Capital Revolving		East Door Replacement	District Court	10,000
	Building	Capital Revolving		Plumbing for Mother's Room	City Hall	5,000
	Building	Library Bldg/Parks Capital		6 Rooftop HVAC Units	Library	75,000
	Building	Library Bldg/Parks Capital		Boilers	Library	41,000
	Building	Library Bldg/Parks Capital		Furniture	Library	35,000
	Building	Library Bldg/Parks Capital		Community room doors	Library	30,000
	Building	Library Bldg/Parks Capital		Joint Sealant	Library	12,849
	Building	Library Bldg/Parks Capital		Chairs	Library	12,500
	Building	Library Bldg/Parks Capital		Flooring and staff entrance	Library	10,000
	Building	Library Bldg/Parks Capital		Exterior community room ground lights	Library	5,000
	Building	Motor Pool Reserves		Expansion/improvement plan (Phase 1)	Public Works	200,000
	Building	Motor Pool Reserves		Generators	Public Works	76,875
	Building	Parks		Drinking fountain replacements (Kville, Frog, Prairie)	Parks-multiple	34,275
	Building	Public Safety		Alerting System (all fire stations)	Fire Station-all	292,600
	Building	Public Safety		Parking lot replacement	Fire Station-Burton	146,341
	Building	Public Safety		Downstairs kitchen remodel, counters/cabinets	Police	100,000
	Building	Public Safety		Furniture (Detective Bureau work area)	Police	94,000
	Building	Public Safety		Building renovation	Fire Station-Burton	88,000
	Building	Public Safety		Parking lot replacement	Fire Station-Division	70,000
	Building	Public Safety		Security System Upgrades (all stations)	Fire Station-all	53,226
	Building	Public Safety		Flooring: carpet & base	Fire Station-36th	50,225
	Building	Public Safety		HVAC controls	Police	50,000
	Building	Public Safety		Furniture (Training Center-tables and chairs)	Fire Station-Gezon	37,000
	Building	Public Safety		Flooring: carpet & base	Fire Station-Gezon	29,213
	Building	Public Safety		Landscaping- Rear entry area	Police	25,000
	Building	Public Safety		Overhead doors	Police	25,000
	Building	Public Safety		Sealant	Police	21,892
	Building	Public Safety		Furniture- Beds for all fire stations	Fire Station-all	17,250
	Building	Public Safety		Furniture- Recliners for all fire stations	Fire Station-all	15,300
	Building	Public Safety		South doors- interior and exterior	Police	15,000
	Building	Public Safety		Furniture- Chairs and tables (Detective Bureau)	Police	12,500
	Building	Public Safety		Furniture- Chairs (Chief's Conference Room)	Police	12,000
	Building	Public Safety		Interior Lighting	Police	11,220
	Building	Public Safety		Lobby lighting	Police	10,000
	Building	Public Safety		Mortar (Tuckpoint), sealant, powerwashing	Police	10,000
	Building	Sewer		Parking lot phase 1 (gate loops)	Clean Water Plant	425,000
	Building	Sewer		Main Building Elevator Update	Clean Water Plant	275,000
	Building	Sewer		Headworks Roof Replacement & Lightning Protection	Clean Water Plant	250,000
	Building	Sewer		Office remodel - men's locker room	Clean Water Plant	125,000
	Building	Water		Generator Control Upgrade	Water Treatment Plant	200,000
	Equipment	Building Inspections		Modems for cars	CED	23,140
	Equipment	Building Inspections		Color plotter	CED	6,630
	Equipment	General Fund		IT: Backup Server Refresh	City Hall	50,000
	Equipment	General Fund		IT: City Hall MDF Switch Stack	City Hall	24,000
	Equipment	General Fund		IT: City Hall Data Center UPS Replacement	City Hall	18,000
	Equipment	General Fund		IT: City Hall 2nd Floor Switch Stack	City Hall	8,500
	Equipment	General Fund		Copy Machine Replacement (2nd floor)	City Hall	7,500
	Equipment	General Fund		Folder/insert machine	City Hall	5,535
	Equipment	Major Streets		Arrow board replacement (2)	Public Works	10,500
	Equipment	Motor Pool Reserves		PW-Concrete Saw	Motor Pool	38,000
	Equipment	Motor Pool Reserves		Parks-Mower	Motor Pool	16,000
	Equipment	Parks		John Deere Utility Gator (2)	Parks	20,200
	Equipment	Parks		Kiln replacement for pottery program	Parks-Senior Center	15,000
	Equipment	Parks		Security camera equipment	Parks	15,000
	Equipment	Public Safety		Annual Axon agreement for police cameras	Police	150,000
	Equipment	Public Safety		Portable Scanner (FSU and Accident reconstruction)	Police	65,069

CAPITAL IMPROVEMENT PLAN

2024-2029

FY	Category	Funding Source	Grant Funding	Project Description	Location	Amount
2024-2025	Equipment	Public Safety		Reality Based Training Simulator Upgrade	Police	50,000
	Equipment	Public Safety		Axon Body Cameras (5)	Police	16,666
	Equipment	Public Safety		Simunition Safety Equipment	Police	14,500
	Equipment	Public Safety		Dual Long Gun Mounts for Cruisers	Police	13,000
	Equipment	Public Safety		Bicycles for Tactical Bike Team (4)	Police	13,000
	Equipment	Public Safety		Cellebrite digital evidence analyzer	Police	11,000
	Equipment	Sewer		Analyzer for Mercury in Samples	Clean Water Plant	25,000
	Equipment	Sewer		Refrigerated sampler for wastewater monitoring	Clean Water Plant	6,000
	Equipment	Water		Incubator for Lab	Water Treatment Plant	12,000
	Infrastructure	Capital Improvement		Watermain replacements	Infrastructure	3,250,000
	Infrastructure	Capital Improvement		Storm Sewer Site 36	Infrastructure	600,000
	Infrastructure	Capital Improvement		Storm Sewer cost share agreement	Infrastructure	100,000
	Infrastructure	Capital Improvement		Miscellaneous right-of-way/property acquisition	Infrastructure	5,000
	Infrastructure	Local Streets		Wyoming Resurfacing Program	Infrastructure	3,340,000
		Major Streets				1,760,000
	Infrastructure	Major Streets		Burlingame Ave Reconstruction (Local Match)	Infrastructure	437,200
	Infrastructure	Major Streets		Byron Center Ave Reconstruction (Local Match)	Infrastructure	300,000
	Infrastructure	Major Streets		Bridge Maintenance	Infrastructure	100,000
	Infrastructure	Major Streets		Burton St Reconstruction (Clyde Park to Burlingame)	Infrastructure	100,000
	Infrastructure	Major Streets		Cleveland Ave Storm Sewer Pipe Lining	Infrastructure	18,000
	Infrastructure	Sewer		Advanced Metering Infrastructure (AMI), water meters	Infrastructure	550,000
	Infrastructure	Sewer		Collection System Sliplining/Replacement	Infrastructure	450,000
	Infrastructure	Water		Watermain replacements	Infrastructure	2,000,000
	Infrastructure	Water		Advanced Metering Infrastructure (AMI), water meters	Infrastructure	550,000
	Parks	Library Bldg/Parks Capital	Yes	Pinery Park Playground (Central)	Parks-Pinery	165,000
	Parks	Library Bldg/Parks Capital		Lemery Park pickleball court conversion	Parks-Lemery	125,000
	Parks	Library Bldg/Parks Capital		Jackson Park resurfacing and pickleball conversion	Parks-Jackson	125,000
	Parks	Library Bldg/Parks Capital		Parks sign replacements, with City rebranding	Parks-all	100,000
	Parks	Library Bldg/Parks Capital		Lamar Park Permanent Stage Design	Parks-Lamar	30,000
	Parks	Library Bldg/Parks Capital		Softball Scoreboards (2)	Parks	20,000
	Parks	Library Bldg/Parks Capital		Softball infield repair	Parks-Lamar	20,000
	Parks	Library Bldg/Parks Capital		Field Repairs Batters Box	Parks-multiple	15,000
	Parks	Parks		Lamar Park Tennis Court Resurfacing	Parks-Lamar	150,000
	Parks	Parks		Tree Planting	Parks-all	10,000
	Sewer	Sewer		Headworks improvement design	Clean Water Plant	450,000
	Sewer	Sewer		Lift Station Controller/Instrument Update	Clean Water Plant	150,000
	Sewer	Sewer		Primary Tank Rehabilitation Investigation	Clean Water Plant	150,000
	Sewer	Sewer		Digester Design	Clean Water Plant	50,000
	Vehicles	Building Inspections		(5) Vehicles- Blazers for inspectors and admin	CED	188,000
	Vehicles	Drug Forfeiture		Vehicles for MPACT Detectives (2 pre-owned)	Police	30,000
	Vehicles	Insurance Funds		Purchase car from other department	Motor Pool	10,000
	Vehicles	Motor Pool Reserves		PD-3 Durangos (Patrol)	Motor Pool	156,000
	Vehicles	Motor Pool Reserves		Engineering-Blazer (2)	Motor Pool	74,000
	Vehicles	Motor Pool Reserves		WTP-Blazer	Motor Pool	74,000
	Vehicles	Motor Pool Reserves		PD-Tahoe (Canine)	Motor Pool	72,000
	Vehicles	Motor Pool Reserves		PW-Ford F350 with dump bed	Motor Pool	60,000
	Vehicles	Motor Pool Reserves		PW-Van	Motor Pool	58,000
	Vehicles	Motor Pool Reserves		CWP-Ford F250 with plow	Motor Pool	56,000
	Vehicles	Motor Pool Reserves		PW-Ford F250	Motor Pool	45,000
	Vehicles	Motor Pool Reserves		Parks-Ford F150	Motor Pool	38,000
	Vehicles	Motor Pool Reserves		Engineering-Ford F150	Motor Pool	37,000
	Vehicles	Motor Pool Reserves		Inspections-Blazer	Motor Pool	37,000
	Vehicles	Motor Pool Reserves		PW-Blazer	Motor Pool	37,000
	Vehicles	Motor Pool Reserves		Vehicle price increase contingency (5% total)	Motor Pool	35,000
	Vehicles	Public Safety		Armored Response Vehicle	Police	350,000
						260,000
	Vehicles	Sewer		Combo unit jet flusher/hydro excavator	Public Works	195,000
		Water				100,000
		Solid Waste				100,000
		Major Streets				100,000
						655,000
	Water	Water		3rd Transmission Main	Water Treatment Plant	75,000,000
	Water	Water		Surge Supression System	Water Treatment Plant	9,000,000
	Water	Water		Treatment Process Filter Renovation	Water Treatment Plant	5,000,000
	Water	Water		Discharge Valve & Actuators(4) Phase II	Water Treatment Plant	1,800,000
	Water	Water		HVAC Upgrade at Gezon	Water Treatment Plant	1,000,000
	Water	Water		Study- High Service Pumps & Peak Hour Demand	Water Treatment Plant	300,000
	Water	Water		Roof Coating on Gezon Tank (10MG)	Water Treatment Plant	225,000

CAPITAL IMPROVEMENT PLAN

2024-2029

<u>FY</u>	<u>Category</u>	<u>Funding Source</u>	<u>Grant Funding</u>	<u>Project Description</u>	<u>Location</u>	<u>Amount</u>
2024-2025	Water	Water		Rebuild Low Service Pump 3	Water Treatment Plant	130,000
	Water	Water		Fence installation around Hook water tank	Water Treatment Plant	75,000
	Water	Water		IT: Virtual Machine Host for treatment process	Water Treatment Plant	70,000
	Water	Water		Hypochlorite Tank	Water Treatment Plant	30,000
	Water	Water		Backup server	Water Treatment Plant	15,000
Total FY25						114,912,137

2025-2026	Building	Capital Improvement		PW Building improvements	Public Works	1,000,000
	Building	Capital Revolving		Public Works Building renovations	Public Works	1,000,000
	Building	Capital Revolving		Interior Lighting	City Hall	315,188
	Building	Capital Revolving		Electrical Service / Distribution	District Court	230,625
	Building	Capital Revolving		Overhead & exterior doors	District Court	165,474
	Building	Capital Revolving		Lighting Control	City Hall	113,141
	Building	Capital Revolving		Generators	District Court	102,500
	Building	Capital Revolving		Security and office remodels (2nd floor)	City Hall	51,250
	Building	Capital Revolving		HVAC controls	City Hall	51,250
	Building	Capital Revolving		Furniture (Cubicles/Work Stations)	District Court	51,250
	Building	Capital Revolving		Landscaping	District Court	51,250
	Building	Capital Revolving		Boiler Replacement	District Court	51,250
	Building	Capital Revolving	TBD	Front entry modifications	District Court	25,625
	Building	Capital Revolving		Public Bathroom Refresh - 1st/2nd Floors	District Court	20,500
	Building	Library Bldg/Parks Capital		Interior Lighting	Library	188,062
	Building	Library Bldg/Parks Capital		Lighting Control	Library	84,856
	Building	Library Bldg/Parks Capital		Community room divider	Library	15,375
	Building	Library Bldg/Parks Capital		Furniture	Library	15,375
	Building	Library Bldg/Parks Capital		Snow Melt System	Library	12,924
	Building	Library Bldg/Parks Capital		Parking lot preventative maintenance	Library	10,769
	Building	Major Streets		PW Building Improvements	Public Works	3,000,000
	Building	Motor Pool Reserves		Expansion/upgrades	Public Works	10,000,000
	Building	Public Safety		Membrane Roof	Fire Station-Burton	125,997
	Building	Public Safety		2 Large Condensing Units	Police	124,455
	Building	Public Safety		Fire: Station 3 Renovation	Fire Station-Gezon	97,375
	Building	Public Safety		Overhead Doors	Fire Station-Burton	90,459
	Building	Public Safety		Membrane Roof	Fire Station-Division	89,382
	Building	Public Safety		2 Boilers	Police	84,050
	Building	Public Safety		Generators	Fire Station-Gezon	75,383
	Building	Public Safety		Generators	Fire Station-36th	75,383
	Building	Public Safety		Parking lot	Police-Pistol Range	73,544
	Building	Public Safety		Overhead Doors	Fire Station-Division	60,306
	Building	Public Safety		Generators	Fire Station-Burton	34,461
	Building	Public Safety		Generators	Fire Station-Division	34,461
	Building	Public Safety		Fire Alarm Systems	Fire Station-36th	32,307
	Building	Public Safety		Exterior Aluminum Doors	Fire Station-Burton	22,615
	Building	Public Safety		Exterior Hollow Metal Doors	Fire Station-Burton	22,615
	Building	Public Safety		Exterior Aluminum Doors	Fire Station-Division	22,615
	Building	Public Safety		Exterior Hollow Metal Doors	Fire Station-Division	22,077
	Building	Public Safety		Fire Alarm Systems	Fire Station-Burton	21,539
	Building	Public Safety		Fire Alarm Systems	Fire Station-Division	21,539
	Building	Public Safety		Fire Alarm Systems	Fire Station-Gezon	21,539
	Building	Public Safety		Security Systems	Fire Station-36th	21,539
	Building	Public Safety		Interior Lighting-storage garages	Police	21,013
	Building	Public Safety		Security Systems	Fire Station-Burton	16,153
	Building	Public Safety		Security Systems	Fire Station-Division	16,153
	Building	Public Safety		Security Systems	Fire Station-Gezon	16,153
	Building	Public Safety		Stairway painting	Police	12,813
	Building	Public Safety		Locker room painting	Police	12,813
	Building	Sewer		PW Building Improvements	Public Works	1,575,000
Building	Solid Waste		PW building improvements	Public Works	500,000	
Building	Water		PW Building Improvements	Public Works	3,150,000	
Building	Water		Maintenance Shop Project	Water Treatment Plant	1,050,000	
Equipment	General Fund		IT: Backup Cluster Solution Refresh	City Hall	94,500	
Equipment	General Fund		IT: Police Virtual Host Stack	City Hall	63,000	
Equipment	General Fund		IT: District Court Switch Stack	City Hall	12,600	
Equipment	Parks		Security Cameras at Battjes and Lamar Parks	Parks-multiple	21,000	
Equipment	Public Safety		Axon Body Cameras (5)	Police	6,239	
Equipment	Water		Spectrophotometer (Substance Identifier)	Water Treatment Plant	9,450	

CAPITAL IMPROVEMENT PLAN

2024-2029

<u>FY</u>	<u>Category</u>	<u>Funding Source</u>	<u>Grant Funding</u>	<u>Project Description</u>	<u>Location</u>	<u>Amount</u>
2025-2026	Infrastructure	Capital Improvement		Watermain replacements	Infrastructure	3,412,500
	Infrastructure	Capital Improvement		Miscellaneous right-of-way/property acquisition	Infrastructure	5,250
	Infrastructure	Major Streets		Wyoming Resurfacing Program	Infrastructure	2,100,000
	Infrastructure	Major Streets		Prairie Pkwy (Local Match)	Infrastructure	399,000
	Infrastructure	Major Streets		Bridge Maintenance	Infrastructure	105,000
	Infrastructure	Sewer		trunkline inspection	Infrastructure	787,500
	Infrastructure	Sewer		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Infrastructure	Sewer		Collection System Sliplining/Replacement	Infrastructure	525,000
	Infrastructure	Water		Watermains	Infrastructure	2,100,000
	Infrastructure	Water		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Parks	Library Bldg/Parks Capital	TBD	Lamar Park Central Playground	Parks-Lamar	315,000
	Parks	Library Bldg/Parks Capital		Lemery Park Restroom Replacement and Irrigation	Parks-Lemery	315,000
	Parks	Library Bldg/Parks Capital		Prairie Park Skate Park Redevelopment	Parks-Prairie	210,000
	Parks	Parks		Lemery Park Playground	Parks-Lemery	262,500
	Parks	Parks		Lamar Park Grandstand Caulking	Parks-Lamar	52,500
	Parks	Parks		Frog Hollow Retaining Wall Project	Parks-Frog Hollow	42,000
	Parks	Parks		Softball Scoreboards (3)	Parks-multiple	31,500
	Parks	Parks		Lamar Park South Softball Field Lighting	Parks-Lamar	26,250
	Parks	Parks		Tree Planting	Parks-all	10,500
	Sewer	Sewer		Headworks Building Improvements (sewage intake)	Clean Water Plant	4,935,000
	Sewer	Sewer		Lime Tank Mixer Replacement	Clean Water Plant	73,500
	Water	Water		High Service Pipe Gallery Coating Project	Water Treatment Plant	787,500
	Water	Water		Incline Plate Rehab	Water Treatment Plant	787,500
	Water	Water		Low Service Chiller Replacement	Water Treatment Plant	315,000
	Water	Water		Replace TP Check Valves	Water Treatment Plant	157,500
	Water	Water		Replace Server UPS Systems	Water Treatment Plant	84,000
Total FY26						43,301,692

2026-2027	Building	Capital Revolving		Public Works Building renovations	Public Works	1,000,000
	Building	Capital Revolving		Interior Lighting	District Court	275,954
	Building	Capital Revolving		Interior lighting - east side	City Hall	153,750
	Building	Capital Revolving		Elevator Replacement (Staff Elevator)	District Court	153,750
	Building	Capital Revolving		Air Handlers Units	District Court	121,420
	Building	Capital Revolving		Lighting Control	District Court	82,787
	Building	Capital Revolving		Exterior Lighting	District Court	55,192
	Building	Capital Revolving		Courtroom #1 Remodel	District Court	51,250
	Building	Motor Pool Reserves		4 Rooftop HVAC units	Public Works	55,192
	Building	Parks		Parking lot	Parks-Senior Center	452,563
	Building	Parks		Membrane Roof	Parks-Senior Center	139,633
	Building	Parks		3 rooftop HVAC units	Parks-Senior Center	24,963
	Building	Public Safety		Parking Lot	Police	276,750
	Building	Public Safety		2 Air Handler Units	Police	247,686
	Building	Public Safety		Membrane Roof	Fire Station-36th	202,550
	Building	Public Safety		Membrane Roof	Fire Station-Gezon	181,026
	Building	Public Safety		Overhead Doors	Fire Station-Gezon	92,721
	Building	Public Safety		Exterior Aluminum Doors	Fire Station-Gezon	88,305
	Building	Public Safety		Overhead Doors	Fire Station-36th	77,267
	Building	Public Safety		Exterior Aluminum Doors	Fire Station-36th	72,852
	Building	Public Safety		Exterior Hollow Metal Doors	Fire Station-36th	21,524
	Building	Public Safety		Shingles	Police	19,923
	Building	Public Safety		Classroom: Flooring-resilient tile & base	Fire Station-Gezon	16,250
	Building	Public Safety		Classroom: Clad Windows	Fire Station-Gezon	15,453
	Building	Public Safety		Aluminum entrances	Police-Pistol Range	15,077
	Building	Public Safety		Exterior Hollow Metal Doors	Fire Station-Gezon	14,902
	Building	Public Safety		Clad windows	Police-Pistol Range	9,154
	Building	Sewer		primary clarifiers upgrades	Clean Water Plant	2,100,000
	Building	Sewer		Effluent line connection/demolition/parking phase 2	Clean Water Plant	2,100,000
	Building	Water		Gezon Roof Replacement	Water Treatment Plant	183,750
	Building	Water		Security Fencing	Water Treatment Plant	157,500
	Building	Water		Replace Server Room A/C	Water Treatment Plant	52,500
	Equipment	General Fund		IT: Fire Stations Firewall Refresh	City Hall	10,500
	Equipment	General Fund		IT: City Council AV Switch Stack Refresh	City Hall	5,250
Equipment	Parks		Sound Equipment	Parks-all	52,500	
Equipment	Public Safety		Axon Body Cameras (5)	Police	6,488	
Equipment	Water		Autoclave (Sterilizer)	Water Treatment Plant	18,900	
Infrastructure	Capital Improvement		Watermain replacements	Infrastructure	3,412,500	

CAPITAL IMPROVEMENT PLAN

2024-2029

FY	Category	Funding Source	Grant Funding	Project Description	Location	Amount
2026-2027	Infrastructure	Capital Improvement		Miscellaneous right-of-way/property acquisition	Infrastructure	5,250
	Infrastructure	Major Streets		Wyoming Resurfacing Program	Infrastructure	4,620,000
	Infrastructure	Major Streets		Bridge Maintenance	Infrastructure	105,000
	Infrastructure	Sewer		Major trunk sewer rehab	Infrastructure	1,575,000
	Infrastructure	Sewer		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Infrastructure	Sewer		Collection System Sliplining/Replacement	Infrastructure	525,000
	Infrastructure	Water		Watermains	Infrastructure	2,625,000
	Infrastructure	Water		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Parks	Library Bldg/Parks Capital		Lamar Park Splashpad	Parks-Lamar	367,500
	Parks	Library Bldg/Parks Capital		Marquette Park Redevelopment	Library	307,500
	Parks	Library Bldg/Parks Capital		Lamar Park Basketball Court Resurface	Parks-Lamar	78,750
	Parks	Parks		Marquette Park Redevelopment	Parks-Marquette	525,000
	Parks	Parks		Tree Planting	Parks-all	10,500
	Sewer	Sewer		Digester	Clean Water Plant	52,500,000
	Water	Water		42" Yard Pipe Replacement	Water Treatment Plant	4,200,000
	Water	Water		Valve Replacement High Service Suction	Water Treatment Plant	525,000
	Water	Water		Storage Needs Assessment - Engineering & Design	Water Treatment Plant	525,000
	Total FY27					

2027-2028	Building	Capital Revolving		Public Works Building renovations	Public Works	1,000,000
	Building	Capital Revolving		Parking lot	City Hall	271,538
	Building	Capital Revolving		Elevator	City Hall	205,000
	Building	Capital Revolving		Interior lighting- west side	City Hall	102,500
	Building	Capital Revolving		Aluminum entrances	District Court	56,734
	Building	Library Bldg/Parks Capital		Electrical panel upgrades	Library	184,500
	Building	Library Bldg/Parks Capital		Community room carpet	Library	30,750
	Building	Motor Pool Reserves		Parking lot	Public Works	147,084
	Building	Motor Pool Reserves		Overhead doors	Public Works	46,646
	Building	Parks		Storefront and Entrances	Parks-Senior Center	256,250
	Building	Parks		WSC Outdoor Sign	Parks-Senior Center	31,500
	Building	Public Safety		Curtain Wall	Police	1,889,728
	Building	Public Safety		Membrane Roof	Police	468,569
	Building	Public Safety		Generators	Police	169,988
	Building	Public Safety		Security Systems	Police	110,382
	Building	Public Safety		Exterior Hollow Metal Doors	Police	75,805
	Building	Public Safety		Fire Alarm Systems	Police	71,748
	Building	Public Safety		Aluminum Entrance	Police	68,437
	Building	Public Safety		Overhead Doors	Police	65,056
	Building	Public Safety		Interior Lighting	Fire Station-36th	60,488
	Building	Public Safety		Interior Lighting	Fire Station-Gezon	45,854
	Building	Public Safety		Interior Lighting	Fire Station-Burton	24,390
	Building	Public Safety		Interior Lighting	Fire Station-Division	24,390
	Building	Public Safety		Exterior Lighting	Fire Station-Gezon	24,390
	Building	Public Safety		Exterior Lighting	Fire Station-Burton	19,512
	Building	Public Safety		Exterior Lighting	Fire Station-Division	19,512
	Building	Public Safety		Exterior Lighting	Fire Station-36th	19,512
	Building	Public Safety		Lighting Control	Fire Station-Burton	15,760
	Building	Public Safety		Lighting Control	Fire Station-Division	15,760
	Building	Public Safety		Lighting Control	Fire Station-Gezon	15,760
	Building	Public Safety		Lighting Control	Fire Station-36th	15,760
	Building	Public Safety		Elevators	Police	11,887
	Building	Public Safety		Classroom: Interior lighting	Fire Station-Gezon	11,708
	Building	Sewer		Second Phase of Electrical Upgrades	Clean Water Plant	1,575,000
	Building	Sewer		Elevator Update (Building B)	Clean Water Plant	288,750
	Building	Water		Third Plant Generator	Water Treatment Plant	3,150,000
	Building	Water		Generator Building Roof Replacement	Water Treatment Plant	315,000
	Equipment	General Fund		IT: Police Storage Array	City Hall	78,750
	Equipment	General Fund		IT: Police MDF Switch Stack	City Hall	25,200
	Equipment	General Fund		IT: Wi-Fi Infrastructure Refresh	City Hall	23,625
	Equipment	General Fund		IT: Police Data Center Switch Stack	City Hall	12,600
	Equipment	Public Safety		Axon Body Cameras (5)	Police	6,748
	Equipment	Sewer		Microwave Digestion System	Clean Water Plant	31,500
	Equipment	Sewer		Analytical Balance Weighing Equipment for Lab	Clean Water Plant	15,750
	Equipment	Water		Benchtop Turbidimeter for water quality analyzing	Water Treatment Plant	7,350
	Infrastructure	Capital Improvement		Watermain replacements	Infrastructure	3,412,500
	Infrastructure	Capital Improvement		Miscellaneous right-of-way/property acquisition	Infrastructure	5,250

CAPITAL IMPROVEMENT PLAN

2024-2029

FY	Category	Funding Source	Grant Funding	Project Description	Location	Amount
2027-2028	Infrastructure	Major Streets		Wyoming Resurfacing Program	Infrastructure	4,620,000
	Infrastructure	Major Streets		Bridge Maintenance	Infrastructure	105,000
	Infrastructure	Sewer		Major trunk sewer rehab	Infrastructure	1,575,000
	Infrastructure	Sewer		Major trunk sewer rehab	Infrastructure	1,575,000
	Infrastructure	Sewer		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Infrastructure	Sewer		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Infrastructure	Sewer		Collection System Sliplining/Replacement	Infrastructure	525,000
	Infrastructure	Sewer		Collection System Sliplining/Replacement	Infrastructure	525,000
	Infrastructure	Water		Watermains	Infrastructure	2,625,000
	Infrastructure	Water		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Parks	Library Bldg/Parks Capital		Lamar Park Ampitheater	Parks-Lamar	307,500
	Parks	Library Bldg/Parks Capital		Lamar Park Ampitheater Dev	Parks-Lamar	210,000
	Parks	Library Bldg/Parks Capital		Lamar Dugout Renovation	Parks-Lamar	31,500
	Parks	Parks		Lamar Park Parking Lot (North and East)	Parks-Lamar	315,000
	Parks	Parks		Tree Planting	Parks-all	10,500
	Water	Water		2.5 MG Steel Reservoir	Water Treatment Plant	2,100,000
	Water	Water		Valve Replacement High Service Suction	Water Treatment Plant	525,000
	Water	Water		Gezon Coating Project	Water Treatment Plant	525,000
	Water	Water		Rehab Gezon Bry Air	Water Treatment Plant	315,000
	Total FY28					

2028-2029	Building	Capital Revolving		Public Works Building renovations	Public Works	1,000,000
	Building	Capital Revolving		Interior lighting- 2nd floor	City Hall	153,750
	Building	Library Bldg/Parks Capital		Kitchen Renovation	Parks-Senior Center	153,750
	Building	Library Bldg/Parks Capital		Interior Lighting	Parks-Senior Center	51,250
	Building	Library Bldg/Parks Capital		Exterior Lighting	Parks-Senior Center	10,250
	Building	Motor Pool Reserves		Exterior Aluminum Doors	Public Works	27,833
	Building	Motor Pool Reserves		Aluminum Windows --> Storefront	Public Works	20,875
	Building	Parks		Parking Lot	Parks-Senior Center	410,000
	Building	Parks		Roof	Parks-Senior Center	205,000
	Equipment	General Fund		IT: City Hall VDI Host Stack Refresh	City Hall	78,750
	Equipment	Public Safety		Axon Body Cameras (5)	Police	7,018
	Equipment	Water		Analytical Balance Weighing Equipment for Lab	Water Treatment Plant	10,500
	Infrastructure	Capital Improvement		Watermain replacements	Infrastructure	3,675,000
	Infrastructure	Capital Improvement		Miscellaneous right-of-way/property acquisition	Infrastructure	5,250
	Infrastructure	Major Streets		Wyoming Resurfacing Program	Infrastructure	4,620,000
	Infrastructure	Major Streets		Bridge Maintenance	Infrastructure	105,000
	Infrastructure	Water		Watermains	Infrastructure	2,625,000
	Infrastructure	Water		Advanced Metering Infrastructure for Water Meters	Infrastructure	577,500
	Parks	Library Bldg/Parks Capital		Southlawn Splashpad	Parks-Southlawn	262,500
	Parks	Parks		Tree Planting	Parks-all	10,500
Water	Water		Low Service 2nd Intake	Water Treatment Plant	68,250,000	
Total FY29						82,259,726

05.20.24
CED/NH

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2024-2025 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 2024-2025.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2024-2025.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Budget Worksheet

DDA Resolution Approving the Budget

Resolution No. _____

STAFF REPORT

Date: May 8, 2024
To: John Shay, City Manager
CC: Jodi Yenchar, Director of Finance
Subject: DDA FY 25 Budget
From: Nicole Hofert, Director of Community & Economic Development

RECOMMENDATION

It is recommended that City Council approve the FY 25 DDA Budget.

DISCUSSION

At the April 9, 2024 DDA meeting the board reviewed and approved the proposed DDA FY25 budget and recommended the same to Council. Following are highlights of the budget:

- **Revenue:**
 - Estimated revenue is \$477,609.00

- **Expenses:**
 - Staff:
 - \$25,000 is budgeted to fund the Director's salary.
 - Supplies:
 - \$100 is budgeted for other services. Office and event supplies.
 - Professional Services, Legal:
 - \$1,000 is budgeted to provide any specialized legal services.
 - Marketing:
 - \$1,000 is budgeted to provide any necessary marketing services or materials for the District.
 - Travel, Training:
 - \$1,500 is budgeted to provide local or regional staff training for retail/commercial development topics.
 - Printing and Advertising
 - \$1,000 is budgeted to cover targeted mailers and flyers needed for recruitment of memberships and to advertise any planned DDA events.
 - Corridor Property Maintenance
 - \$20,000 is budgeted for installation, removal and storage of holiday decorations, repairs to the irrigation system or decorative sidewalks.
 - Corridor Landscape Maintenance
 - \$40,000 is budgeted for annual maintenance of lawns and plantings in the ROW in the DDA.
 - Projects
 - \$5,000 is budgeted for potential project costs in the District.
 - Holiday Lights
 - \$1,500 is budgeted to replace holiday rope lights that no longer work on light poles.

- Pedestrian Lighting
 - \$10,000 is budgeted for continued inspection and repair of light fixtures, power outlets for holiday lighting, replacements as needed due to damage.
- Networking/Educational Events
 - \$500 is budgeted for DDA hosted events.

City of Wyoming, Michigan

Budget Worksheet Report

Account Number	Account Description	2021 Actual Amount	2022 Actual Amount	2023 Actual Amount	2024 Amended Budget	2024 Actual Amount thru 4/1/24	2025 Department Requested
<i>Tran Out 999 - Transfers Out</i>							
999.101	Transfers General Fund	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
999.496	Transfers City Center Project Fund	0.00	0.00	0.00	0.00	0.00	0.00
<i>Account Classification Total: Tran Out 999 - Transfers Out</i>		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Activity Total: 72800 - Economic Development		\$64,920.47	\$169,173.82	\$65,038.24	\$225,700.00	\$47,850.07	\$227,600.00
Department Total: 000 - General Government		\$64,920.47	\$169,173.82	\$65,038.24	\$225,700.00	\$47,850.07	\$227,600.00
EXPENSES Total		\$64,920.47	\$169,173.82	\$65,038.24	\$225,700.00	\$47,850.07	\$227,600.00
Fund REVENUE	Total: 995 - Downtown Development Authority	\$182,991.88	\$178,148.89	\$268,471.27	\$198,000.00	\$351,060.05	\$477,609.00
Fund EXPENSE	Total: 995 - Downtown Development Authority	\$64,920.47	\$169,173.82	\$65,038.24	\$225,700.00	\$47,850.07	\$227,600.00
Fund Total:	995 - Downtown Development Authority	\$118,071.41	\$8,975.07	\$203,433.03	(\$27,700.00)	\$303,209.98	\$250,009.00
REVENUE GRAND Totals:		\$182,991.88	\$178,148.89	\$268,471.27	\$198,000.00	\$351,060.05	\$477,609.00
EXPENSE GRAND Totals:		\$64,920.47	\$169,173.82	\$65,038.24	\$225,700.00	\$47,850.07	\$227,600.00
Grand Totals:		\$118,071.41	\$8,975.07	\$203,433.03	(\$27,700.00)	\$303,209.98	\$250,009.00

RESOLUTION NO. 01-24

RESOLUTION TO RECOMMEND THE BUDGET FOR THE
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE FISCAL YEAR ENDING JUNE 30, 2025

WHEREAS:

1. Public Act 197 of the State of Michigan requires the Director of the Downtown Development Authority to submit a budget to the Board of the Downtown Development Authority, and
2. The budget has submitted for recommendation, and

NOW THEREEFORE, BE IT RESOLVED:

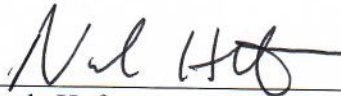
1. The budget attached hereto and made a part hereof by reference is hereby considered and recommended by the Board of the City of Wyoming Downtown Development Authority for adoption by the City Council of the City of Wyoming.

Moved by Board Member: Lynema

Seconded by Board Member: Morgan

Motion Carried: Yeas: 5 Nays: 0

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the April 9, 2024.



Nicole Hofert

Director of Community & Economic Development

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SIGNING, PAYMENT FOR, AND RECORDING OF 3RD TRANSMISSION MAIN PROJECT EASEMENT DOCUMENTS

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 including related facilities, the city needs to acquire permanent and/or temporary easements where the transmission main cannot be installed in public rights-of-way.
3. In some situations, construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, needs to address needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.
4. Land Matters, the city's contracted right-of-way agent, has negotiated the following water transmission main related easements:

<u>Parcel No.</u>	<u>Owner</u>	<u>Documents</u>	<u>Payment</u>
70-16-01-200-006	Great Lakes Partners, Inc.	Settlement Agreement for Crop Damages, Waiver, and Release	\$40,362.23
70-12-27-300-011	J&S Farms, LLC	Settlement Agreement for Crop Damages, Waiver, and Release	\$4,275.54
70-16-01-200-013	Great Lakes Partners, Inc.	Settlement Agreement for Crop Damages, Waiver, and Release	\$40,362.23
70-16-01-200-006	Great Lakes Partners, Inc.	Temporary Construction Easement	\$2,231.48
70-12-27-300-011	J&S Farms, LLC	Temporary Construction Easement	\$170.48
70-16-01-200-013	Great Lakes Partners, Inc.	Temporary Construction Easement	\$1,427.76
70-16-01-200-006	Great Lakes Partners, Inc.	Water Transmission Main Easement	\$10,343.80
70-12-27-300-011	J&S Farms, LLC	Water Transmission Main Easement	\$1,278.40
70-16-01-200-013	Great Lakes Partners, Inc.	Water Transmission Main Easement	\$11,180.80

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The listed permanent and temporary easements are approved and accepted and the Mayor and City Clerk are authorized and directed to sign them in the spaces provided on them.
2. The listed settlement agreements are approved and the Director of Public Works is authorized and directed to sign them in the spaces provided on them.
3. City officers and staff and Land Matters are authorized and directed to take all actions to pursuant to those documents, including paying the amounts stated above in the manner and to the persons provided in the documents.
4. 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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on May 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreements

Resolution No. _____

STAFF REPORT

Date: May 13, 2024
Subject: 3rd Transmission Main Project Easement documents
From: Scott G. Smith, City Attorney
Meeting Date: May 20, 2024

RECOMMENDATION:

It is recommended City Council adopt Resolution Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement Documents.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Improve city infrastructure and reliability.
 - OBJECTIVE 1 – Complete third transmission main.

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.

Construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, addressing needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.

The resolution approves and accepts the easements, approves the settlement agreements, authorizes and directs signing them as needed, authorizes payments of the negotiated amounts, and authorizes and directs recording of the easements.

BUDGET IMPACT:

The proposed payment is covered in the estimated project costs and will be paid from the water fund after a budget amendment is made.

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of May 21, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Great Lakes Partners, Inc., a Michigan corporation of 727 Sea Watch Road, Holland, MI 49424, as owner (**Owner**) of property on 4467 96th Avenue, Zeeland, MI 49464, PPN # 70-16-01-200-006 (**Property**).

RECITALS

- A. City owns and operates a public water treatment and distribution system comprised of a drinking water intake and treatment facility at 16700 New Holland St, Holland, MI 49424 (the **DWP**), hundreds of miles of distribution mains, pumps, elevated water tanks, valves, booster stations, and other facilities (the **System**) in accordance with applicable laws, rules, regulations, permits, licenses, industry standards, and other requirements and guidelines that serves over 250,000 water users in Kent, Ottawa and Allegan Counties.
- B. A state regulatory agency has required City to construct an additional transmission main from the DWP to the System facilities in Kent County necessitating the acquisition of easements in which to construct that transmission main, including an easement on the Property.
- C. Construction of the new water transmission main within an easement on the Property will involve extensive excavation within the easement area that will also result in crop damages.
- E. The parties are entering into this Agreement to ensure the needed easement is granted to City and issues of compensation paid to Owner for the easement and related construction damage are resolved in a mutually acceptable manner.

TERMS AND CONDITIONS

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

1. On or before May 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.
3. City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$40,362.23 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement.
4. Owner acknowledges such an amount is just compensation for the easement and City owes Owner no other payment or consideration related to the easement or the design, construction, and installation of the water transmission main within the easement.
5. This Agreement shall bind the parties and their successors and assigns.
6. This is the entire agreement between the parties as to its subject. Neither party is relying on representations or promises not included in this Agreement. This Agreement cannot be amended, modified, or altered except in writing signed by both parties.
7. This Agreement was made in and concerns property in Ottawa County, Michigan. It is to be interpreted and enforced pursuant to Michigan law.
8. By Resolution No. _____, adopted May 21, 2024, City Director of Public Works was authorized to sign this Agreement on City's behalf.

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

Supplement to Settlement Agreement

The City agrees to the following regarding the construction and restoration of the Owner's property.

Within the easement area, the Contractor must:

1. Remove and stockpile existing soils removed from the trench. The top 12" of existing topsoil material must be stockpiled separately from the remaining subsoils.
2. Backfill the trench above the pipe embedment with native materials compacted to a minimum 90% Modified Proctor Method.
3. Backfill the top 12" of the trench with the native topsoil.
4. Remove surplus material from the easement area or to a location approved by the property owner.
5. Restore the entire disturbed easement area to a friable condition.

CITY OF WYOMING

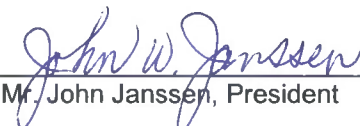
By: _____
Myron Erickson, Director, Public Works

Approved as to form:



Scott G. Smith, City Attorney

GREAT LAKES PARTNERS, INC.

By: 

Mr. John Janssen, President

27415:00001:200460887-2

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of May ²¹ 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and J&S Farms, LLC, a Michigan limited liability company of 727 Sea Watch Road, Holland, MI 49424, as owner (**Owner**) of property on Van Buren Steet, Holland, MI 49424, PPN # 70-12-27-300-011 (**Property**).

RECITALS

- A. City owns and operates a public water treatment and distribution system comprised of a drinking water intake and treatment facility at 16700 New Holland St, Holland, MI 49424 (the **DWP**), hundreds of miles of distribution mains, pumps, elevated water tanks, valves, booster stations, and other facilities (the **System**) in accordance with applicable laws, rules, regulations, permits, licenses, industry standards, and other requirements and guidelines that serves over 250,000 water users in Kent, Ottawa and Allegan Counties.
- B. A state regulatory agency has required City to construct an additional transmission main from the DWP to the System facilities in Kent County necessitating the acquisition of easements in which to construct that transmission main, including an easement on the Property.
- C. Construction of the new water transmission main within an easement on the Property will involve extensive excavation within the easement area that will also result in crop damages.
- E. The parties are entering into this Agreement to ensure the needed easement is granted to City and issues of compensation paid to Owner for the easement and related construction damage are resolved in a mutually acceptable manner.

TERMS AND CONDITIONS

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

1. On or before May 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.
3. City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$4,275.54 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement.
4. Owner acknowledges such an amount is just compensation for the easement and City owes Owner no other payment or consideration related to the easement or the design, construction, and installation of the water transmission main within the easement.
5. This Agreement shall bind the parties and their successors and assigns.
6. This is the entire agreement between the parties as to its subject. Neither party is relying on representations or promises not included in this Agreement. This Agreement cannot be amended, modified, or altered except in writing signed by both parties.
7. This Agreement was made in and concerns property in Ottawa County, Michigan. It is to be interpreted and enforced pursuant to Michigan law.
8. By Resolution No. _____, adopted May ²⁰ 2024, City Director of Public Works was authorized to sign this Agreement on City's behalf.

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

Supplement to Settlement Agreement

The City agrees to the following regarding the construction and restoration of the Owner's property.

Within the easement area, the Contractor must:

1. Remove and stockpile existing soils removed from the trench. The top 12" of existing topsoil material must be stockpiled separately from the remaining subsoils.
2. Backfill the trench above the pipe embedment with native materials compacted to a minimum 90% Modified Proctor Method.
3. Backfill the top 12" of the trench with the native topsoil.
4. Remove surplus material from the easement area or to a location approved by the property owner.
5. Restore the entire disturbed easement area to a friable condition.

CITY OF WYOMING

J&S FARMS, LLC

By: _____
Myron Erickson, Director, Public Works

By:  _____
Mr. John Janssen, Manager

Approved as to form:

 _____
Scott G. Smith, City Attorney

27415:00001:200460956-2

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of May ³¹, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Great Lakes Partners, Inc., a Michigan corporation of 727 Sea Watch Road, Holland, MI 49424, as owner (**Owner**) of property on 96th Avenue, Zeeland, MI 49464, PPN # 70-16-01-200-013 (**Property**).

RECITALS

- A. City owns and operates a public water treatment and distribution system comprised of a drinking water intake and treatment facility at 16700 New Holland St, Holland, MI 49424 (the **DWP**), hundreds of miles of distribution mains, pumps, elevated water tanks, valves, booster stations, and other facilities (the **System**) in accordance with applicable laws, rules, regulations, permits, licenses, industry standards, and other requirements and guidelines that serves over 250,000 water users in Kent, Ottawa and Allegan Counties.
- B. A state regulatory agency has required City to construct an additional transmission main from the DWP to the System facilities in Kent County necessitating the acquisition of easements in which to construct that transmission main, including an easement on the Property.
- C. Construction of the new water transmission main within an easement on the Property will involve extensive excavation within the easement area that will also result in crop damages.
- E. The parties are entering into this Agreement to ensure the needed easement is granted to City and issues of compensation paid to Owner for the easement and related construction damage are resolved in a mutually acceptable manner.

TERMS AND CONDITIONS

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

1. On or before May 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.
3. City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$40,362.23 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement.
4. Owner acknowledges such an amount is just compensation for the easement and City owes Owner no other payment or consideration related to the easement or the design, construction, and installation of the water transmission main within the easement.
5. This Agreement shall bind the parties and their successors and assigns.
6. This is the entire agreement between the parties as to its subject. Neither party is relying on representations or promises not included in this Agreement. This Agreement cannot be amended, modified, or altered except in writing signed by both parties.
7. This Agreement was made in and concerns property in Ottawa County, Michigan. It is to be interpreted and enforced pursuant to Michigan law.
8. By Resolution No. _____, adopted May ³¹, 2024, City Director of Public Works was authorized to sign this Agreement on City's behalf.

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

Supplement to Settlement Agreement

The City agrees to the following regarding the construction and restoration of the Owner's property.

Within the easement area, the Contractor must:

1. Remove and stockpile existing soils removed from the trench. The top 12" of existing topsoil material must be stockpiled separately from the remaining subsoils.
2. Backfill the trench above the pipe embedment with native materials compacted to a minimum 90% Modified Proctor Method.
3. Backfill the top 12" of the trench with the native topsoil.
4. Remove surplus material from the easement area or to a location approved by the property owner.
5. Restore the entire disturbed easement area to a friable condition.

CITY OF WYOMING

By: _____
Myron Erickson, Director, Public Works

GREAT LAKES PARTNERS, INC.

By: John W. Janssen
Mr. John Janssen, President

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

27415:00001:200460877-2

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-16-01-200-006

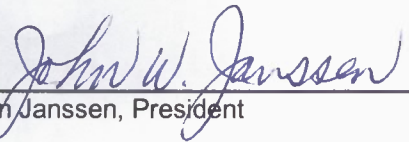
The Grantor, **Great Lakes Partners, Inc., a Michigan corporation**, whose address is 727 Sea Watch Rd., Holland, MI 49424 in exchange for the consideration of \$2,231.48, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property, which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, for the purposes of constructing, installing, and inspecting an underground water service transmission main 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, 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. The parties agree that if there is a breach or threatened breach of any of the provisions of this Easement, the remedies at law will be inadequate and the non-breaching party or parties shall be entitled to seek redress by court proceedings in the form of an injunction restraining the breaching party and/or providing for specific performance without any bond or other security being required. Nothing in this Easement shall be construed as preventing the non-breaching party or parties from pursuing any damages at law or in equity to which it may be entitled. The parties to this Easement expressly agree that all costs, including attorney fees (actual, not limited to statutory), expended to enforce the rights or obligations of the parties under this Easement shall be recoverable by the non-breaching party or parties.
6. 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.
7. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council.

DATED: _____, 2024


[Signed on next page.]

GRANTOR:
Great Lakes Partners, Inc., a Michigan corporation

By: 
John Janssen, President

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 2nd day of May 2024, by John Janssen, the President of **Great Lakes Partners, Inc., a Michigan corporation.**


RYAN E. LAMB
Notary Public, Allegan County, Michigan
Acting in Ottawa County
My Commission Expires: March 29, 2027
Acknowledged on: May 2, 2024

[Also signed on next page.]

EASEMENT SKETCH

70-16-01-200-006

EXHIBIT "A"

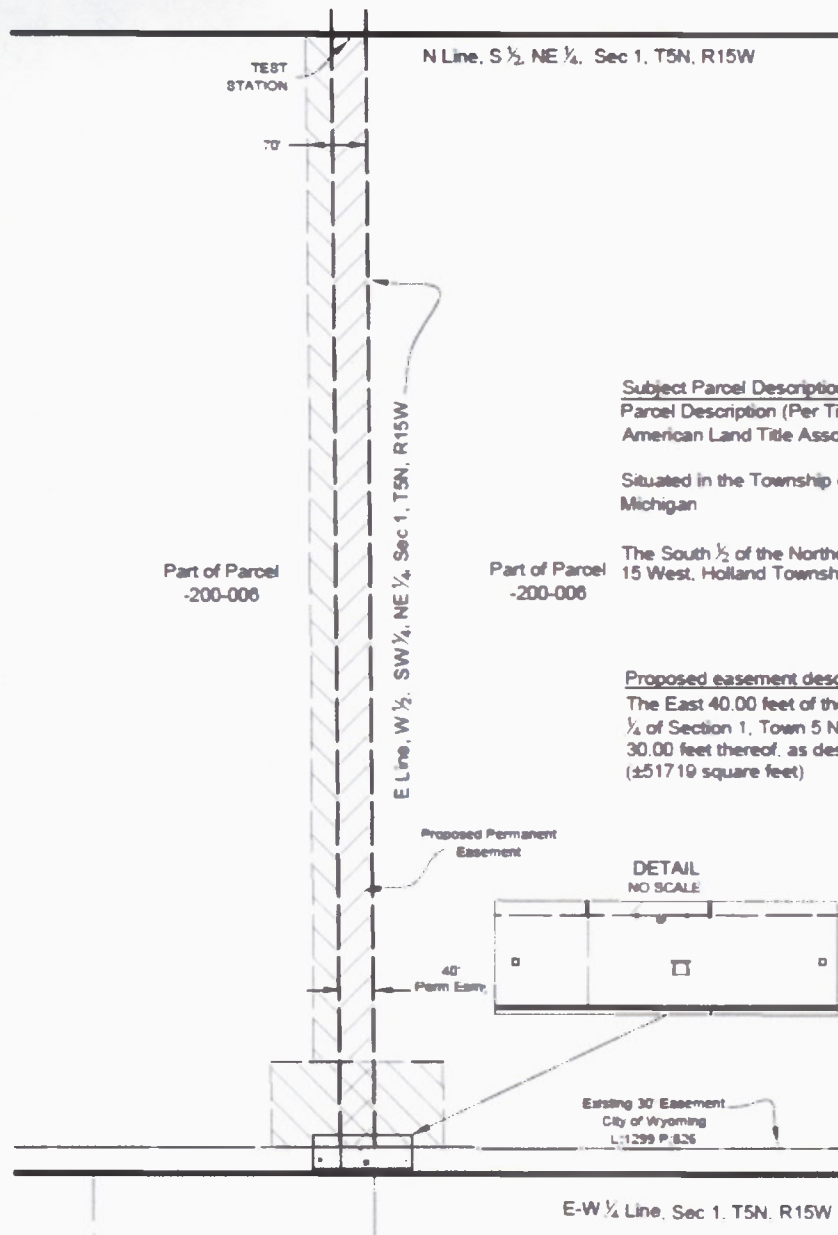


SCALE : 1" = 200'



Symbol Legend

- BLOWOFF
- TEST STATION
- VALVE
- BOLLARD



Subject Parcel Description:

Parcel Description (Per Title Commitment No. GR-162064 via American Land Title Association effective 9/17/2021):

Situated in the Township of Holland, County of Ottawa, State of Michigan

The South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan.

Proposed easement description:

The East 40.00 feet of the West 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West. Except the South 30.00 feet thereof, as described in Liber 1299, Page 826. (±51719 square feet)

Proposed temporary easement description:

The West 30.00 feet of the East 70.00 feet of the West 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West. Except the South 130.00 feet thereof. Also the North 100.00 feet of the South 130.00 feet of the East 120.00 feet of the West 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West. Also the North 100.00 feet of the south 130.00 feet of the West 80.00 feet of the East 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West (±55787 square feet)

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
Wyoming Treatment Plant
18700 New Holland St
Holland, MI 49424

LOCATED IN : SECTION 1
TOWN 05 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 04/12/2024
Project No. : 2180850

PAGE
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-12-27-300-011

The Grantor, **J & S Farms, LLC, a Michigan limited liability company**, whose address is 727 Sea Watch Road, Holland, MI 49424 in exchange for the consideration of **One Hundred Seventy Dollars and Forty Eight Cents (\$170.48)**, 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 which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, 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, 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.

DATED: _____, 2024


[Signed on next page.]

**GRANTOR:
J & S FARMS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY**

By: 
John Janssen, Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

This document was acknowledged before me in Ottawa County, Michigan on this 2nd day of May 2024, by John Janssen, Manager of **J & S Farms, LLC, a Michigan limited liability company.**


RYAN E. LAMB
Notary Public, Allegan County, Michigan
Acting in Ottawa County
My Commission Expires: March 29, 2027
Acknowledged on: May 2, 2024

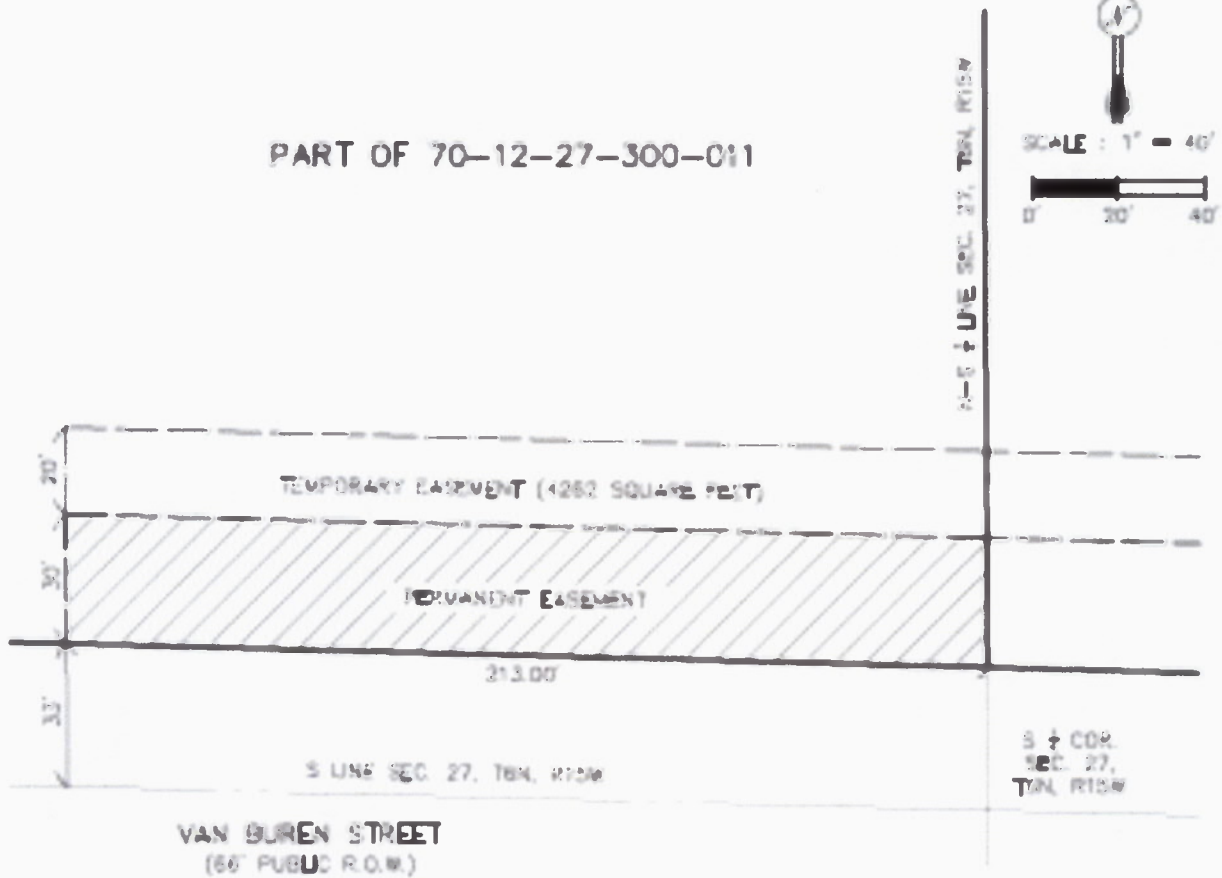
[Also signed on next page.]

EASEMENT SKETCH

70-12-27-300-011

EXHIBIT "A"

PART OF 70-12-27-300-011



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHWEST ¼ OF SECTION 27, T4N, R15W, CLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION, THENCE N85°34'10"W 784.72 FEET, THENCE N00°22'02"W 340.00 FEET, THENCE N85°34'10"W 357.97 FEET, THENCE N00°22'02"W 904.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION, THENCE S88°37'24"E 1322.38 FEET ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION, THENCE S00°22'48"E 1327.84 FEET ALONG THE NORTH-SOUTH ¼ LINE TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION

PART OF THE SOUTHWEST ¼ OF SECTION 27, T4N, R15W, CLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 30.00 FEET OF THE SOUTH 63.00 FEET OF THE EAST 213.00 FEET OF THE SOUTHWEST ¼ OF SAID SECTION. (6392 SQUARE FEET)

TEMPORARY EASEMENT DESCRIPTION

PART OF THE SOUTHWEST ¼ OF SECTION 27, T4N, R15W, CLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE NORTH 20.00 FEET OF THE SOUTH 63.00 FEET OF THE EAST 213.00 FEET OF THE SOUTHWEST ¼ OF SAID SECTION. (4262 SQUARE FEET)

Prein & Newhof

3355 Evergreen Drive NE
Grand Rapids, MI 49505
www.preinnewhof.com

T: (616) 361-0491
F: (616) 361-9186
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
PUBLIC WORKS ADMIN
2660 BURLINGAME AVE.
WYOMING, MI 49089

LOCATED IN: SECTION 27
TOWNSHIP NORTH, RANGE 15 WEST
CLIVE SHELTON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date: 04/15/2004
Project No. 2150830

PAGE
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-16-01-200-013

The Grantor, **Great Lakes Partners, Inc., a Michigan corporation**, whose address is 727 Sea Watch Rd., Holland, MI 49424 in exchange for the consideration of **One Thousand Four Hundred Twenty Seven Dollars and Seventy Six Cents (\$1,427.76)**, 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 which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, 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:

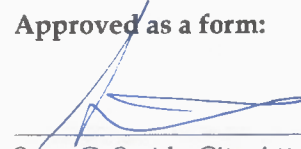
1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to the condition existing immediately before that work. If work occurs at the 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. The parties agree that if there is a breach or threatened breach of any of the provisions of this Easement, the remedies at law will be inadequate and the non-breaching party or parties shall be entitled to seek redress by court proceedings in the form of an injunction restraining the breaching party and/or providing for specific performance without any bond or other security being required. Nothing in this Easement shall be construed as preventing the non-breaching party or parties from pursuing any damages at law or in equity to which it may be entitled. The parties to this Easement expressly agree that all costs, including attorney fees (actual, not limited to statutory), expended to enforce the rights or obligations of the parties under this Easement shall be recoverable by the non-breaching party or parties.
6. 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.
7. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council.

DATED: _____, 2024

[Signed on next page.]

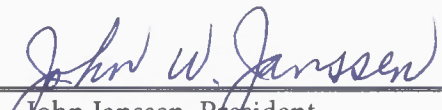
DATED: May 2, 2024

Approved as a form:



Scott G. Smith, City Attorney


GRANTOR:
Great Lakes Partners, Inc., a Michigan corporation

By: 

John Janssen, President

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

This document was acknowledged before me in Ottawa County, Michigan on this 2nd day of May 2024, by John Janssen, the President of Great Lakes Partners, Inc., a Michigan corporation.



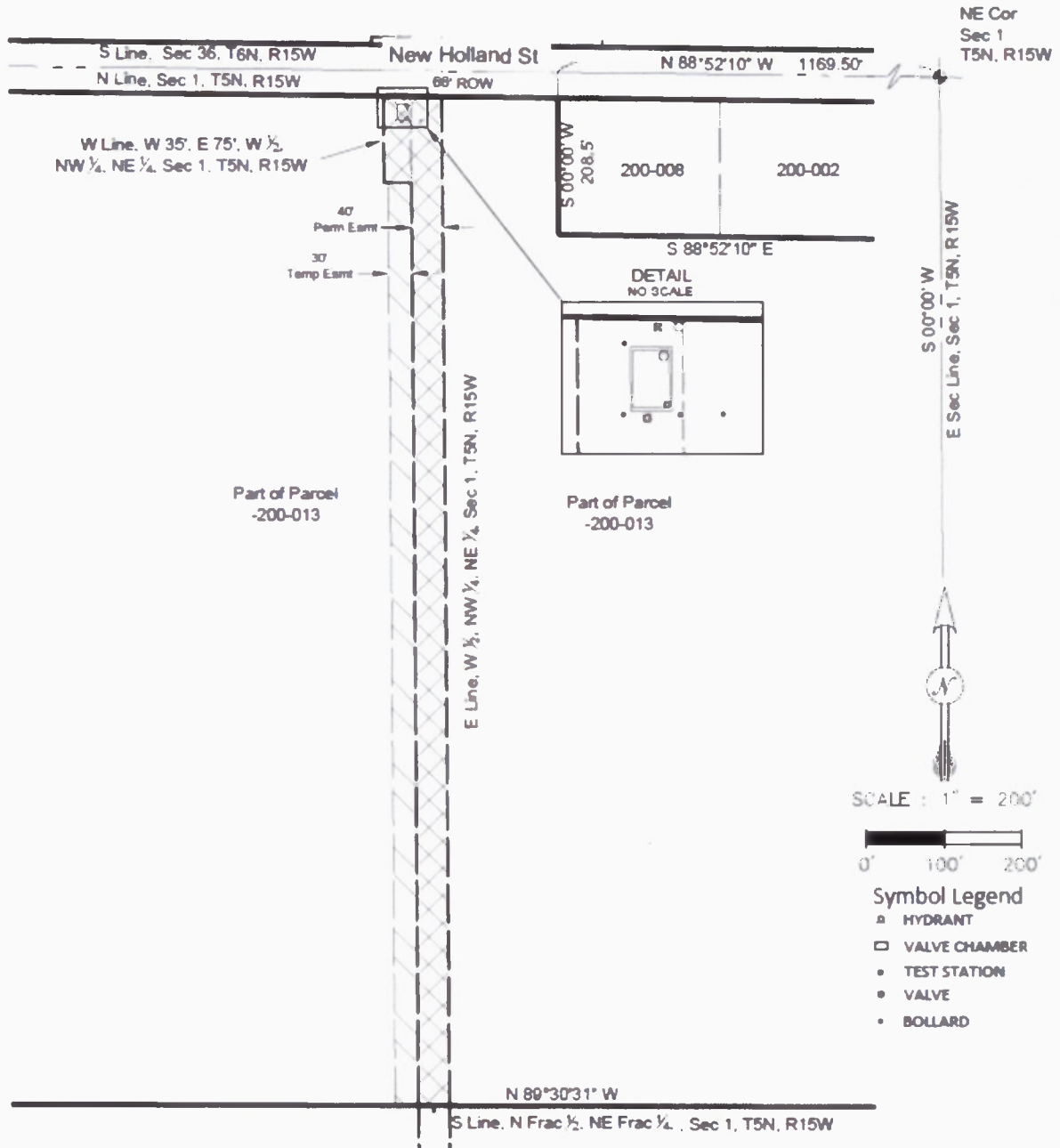
RYANE LAMB
Notary Public, Allegan County, Michigan
Acting in Ottawa County
My Commission Expires: March 29, 2027
Acknowledged on: May 2, 2024

[Signed on next page.]

EASEMENT SKETCH

70-16-01-200-013

EXHIBIT "A"



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
Wyoming Treatment Plant
16700 New Holland St
Holland, MI 49424

LOCATED IN : SECTION 1
TOWN 05 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 04/12/2024
Project No. 2180830

PAGE
1 OF 2

WATER TRANSMISSION MAIN EASEMENT
Parcel No. 70-16-01-200-006

The Grantor, **Great Lakes Partners, Inc., a Michigan corporation**, whose address is 727 Sea Watch Rd., Holland, MI 49424 in exchange for the consideration of \$10,343.80, 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 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. After the initial construction of the water transmission main is completed, 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. The parties agree that if there is a breach or threatened breach of any of the provisions of this Easement, the remedies at law will be inadequate and the non-breaching party or parties shall be entitled to seek redress by court proceedings in the form of an injunction restraining the breaching party and/or

providing for specific performance without any bond or other security being required. Nothing in this Easement shall be construed as preventing the non-breaching party or parties from pursuing any damages at law or in equity to which it may be entitled. The parties to this Easement expressly agree that all costs, including attorney fees (actual, not limited to statutory), expended to enforce the rights or obligations of the parties under this Easement shall be recoverable by the non-breaching party or parties.

7. 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.

8. 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.

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

DATED: May 2, 2024


GRANTOR:
Great Lakes Partners, Inc., a Michigan corporation

By: 

John Janssen, President

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

This document was acknowledged before me in Ottawa County, Michigan on this 2nd day of May 2024, by John Janssen, the President of Great Lakes Partners, Inc., a Michigan corporation.



RYANE LAMB
Notary Public, Allegan County, Michigan
Acting in Ottawa County
My Commission Expires: March 29, 2027
Acknowledged on: May 2, 2024

[Also signed on next page.]

EASEMENT SKETCH

70-16-01-200-006

EXHIBIT "A"

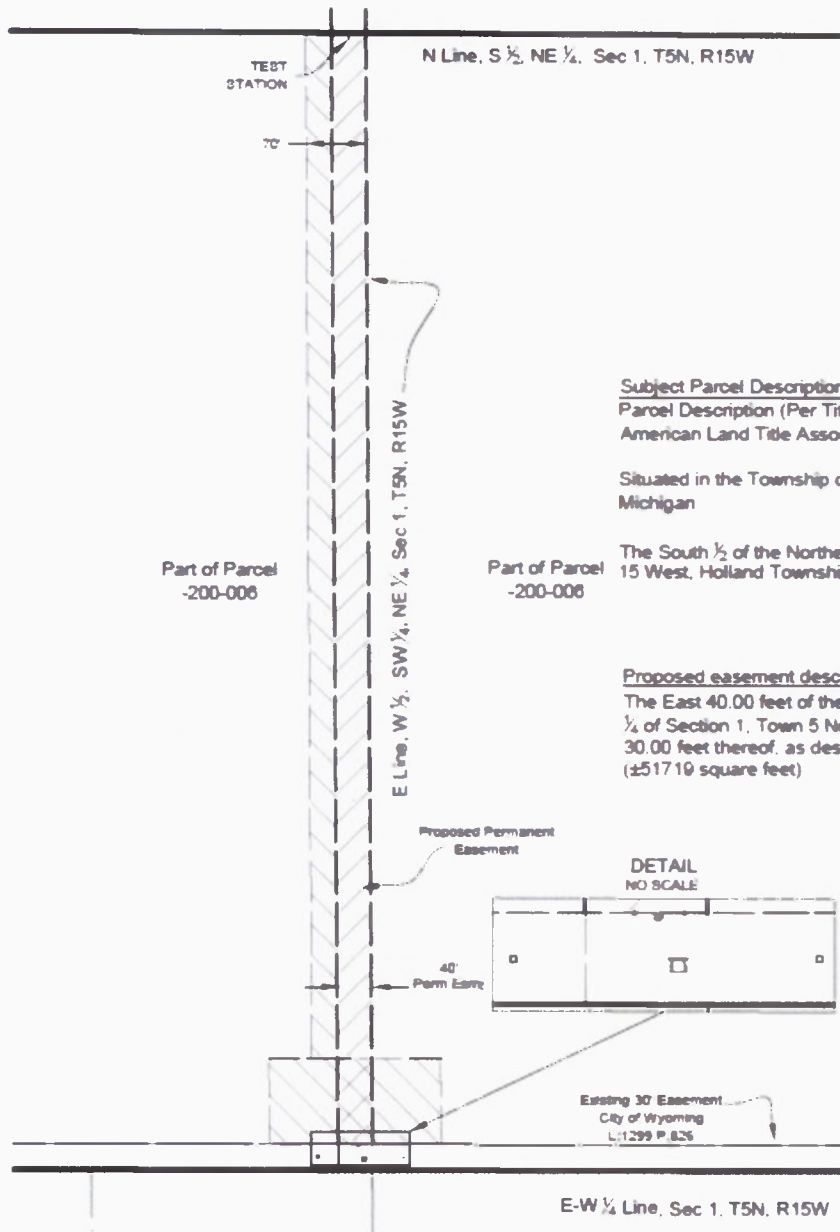


SCALE : 1" = 200'



Symbol Legend

- BLOWOFF
- TEST STATION
- VALVE
- BOLLARD



Subject Parcel Description:

Parcel Description (Per Title Commitment No. GR-162004 via American Land Title Association effective 9/17/2021):

Situated in the Township of Holland, County of Ottawa, State of Michigan

The South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan.

Proposed easement description:

The East 40.00 feet of the West 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West. Except the South 30.00 feet thereof, as described in Liber 1299, Page 820. (±51719 square feet)

Proposed temporary easement description:

The West 30.00 feet of the East 70.00 feet of the West 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West. Except the South 130.00 feet thereof. Also the North 100.00 feet of the South 130.00 feet of the East 120.00 feet of the West 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West. Also the North 100.00 feet of the south 130.00 feet of the West 80.00 feet of the East 1/2 of the South 1/2 of the Northeast 1/4 of Section 1, Town 5 North, Range 15 West (±55787 square feet)



Existing 30' Easement
City of Wyoming
L11299 P.825

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

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

t: (616) 364-8491
f: (616) 364-8655
info@preinnewhof.com

CLIENT:
City of Wyoming
Wyoming Treatment Plant
13700 New Holland St
Holland, MI 49424

LOCATED IN : SECTION 1
TOWN 05 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 04/12/2024
Project No. : 2180830

PAGE
1 OF 1

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-12-27-300-011

The Grantor, **J & S Farms, LLC, a Michigan limited liability company**, whose address is 727 Sea Watch Road, Holland, MI 49424 in exchange for the consideration of **One Thousand Two Hundred Seventy Eight Dollars and Forty Cents (\$1,278.40)**, 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. After the initial construction of the water transmission main is completed, 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. The parties agree that if there is a breach or threatened breach of any of the provisions of this Easement, the remedies at law will be inadequate and the non-breaching party or parties shall be entitled

to seek redress by court proceedings in the form of an injunction restraining the breaching party and/or providing for specific performance without any bond or other security being required. Nothing in this Easement shall be construed as preventing the non-breaching party or parties from pursuing any damages at law or in equity to which it may be entitled. The parties to this Easement expressly agree that all costs, including attorney fees (actual, not limited to statutory), expended to enforce the rights or obligations of the parties under this Easement shall be recoverable by the non-breaching party or parties.

7. 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.

8. 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.

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


DATED: May 2, 2024

GRANTOR:
J & S FARMS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

By: 
John Janssen, Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

This document was acknowledged before me in Ottawa County, Michigan on this 2nd day of May 2024, by John Janssen, Manager of **J & S Farms, LLC, a Michigan limited liability company.**


RYAN E. LAMB
Notary Public, Allegan County, Michigan
Acting in Ottawa County
My Commission Expires: March 29, 2027
Acknowledged on: May 2, 2024

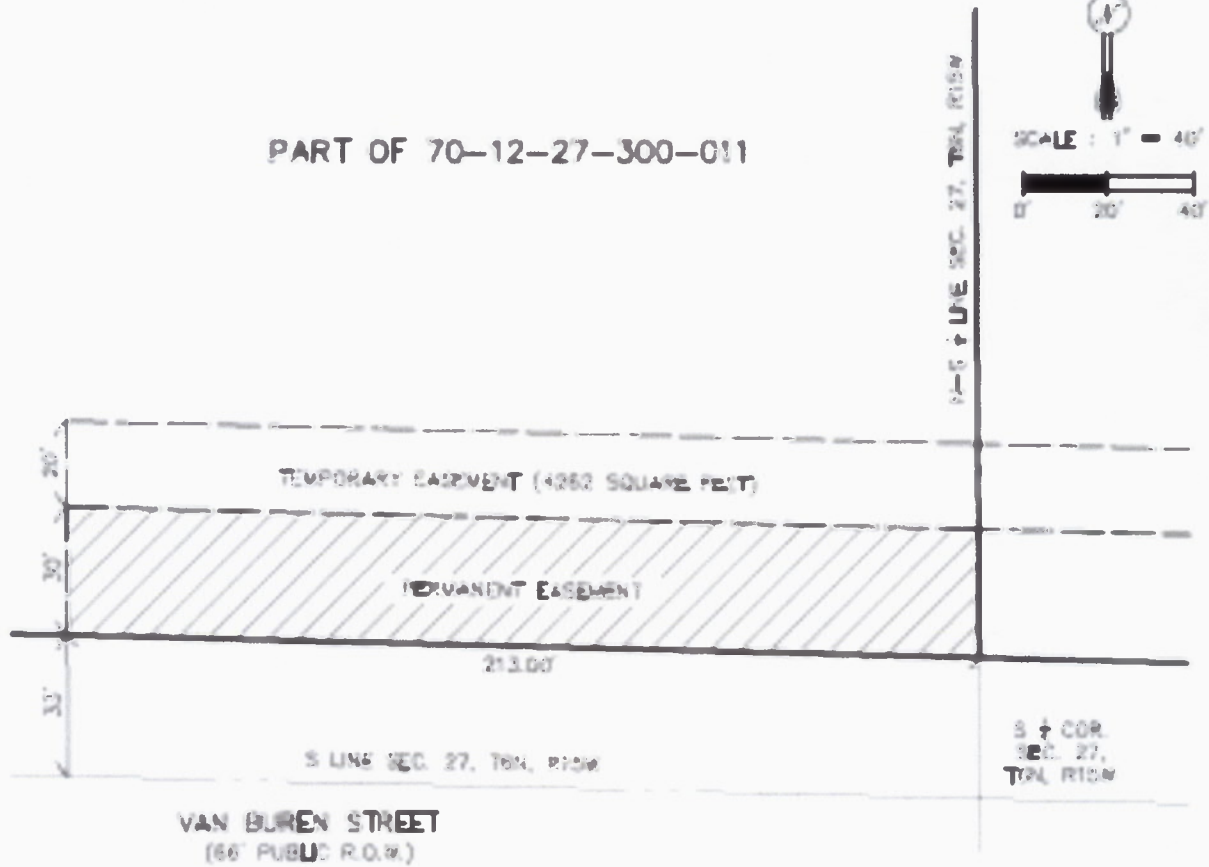
[Also signed on next page.]

EASEMENT SKETCH

70-12-27-300-011

EXHIBIT "A"

PART OF 70-12-27-300-011



SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHWEST 1/4 OF SECTION 27, T4N, R15W, CLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, (DESCRIBED AS: COMMENCING AT THE SOUTH 1/2 CORNER OF SAID SECTION, THENCE N88°34'10"W 764.72 FEET, THENCE N00°22'02"W 326.00 FEET, THENCE N87°34'10"W 187.67 FEET, THENCE N00°22'02"W 635.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, THENCE S88°37'24"E 1322.00 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, THENCE S00°27'48"E 1327.84 FEET ALONG THE NORTH-SOUTH 1/2 LINE TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 27, T4N, R15W, CLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, (DESCRIBED AS: THE NORTH 30.00 FEET OF THE SOUTH 63.00 FEET OF THE EAST 213.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION. (6392 SQUARE FEET)

TEMPORARY EASEMENT DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 27, T4N, R15W, CLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, (DESCRIBED AS: THE NORTH 20.00 FEET OF THE SOUTH 63.00 FEET OF THE EAST 213.00 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION. (4262 SQUARE FEET)

Prein & Newhof

3305 Evergreen Drive NE
Grand Rapids, MI 49505
www.preinnewhof.com

• (616) 364-0491
• (616) 364-0566
prein@preinnewhof.com

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

LOCATED IN : SECTION 27
TOWNSHIP 4 NORTH RANGE 15 WEST
CLIVE SHELTON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 04/15/2024
Project No. : 2122633

PAGE
1 OF 1

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-16-01-200-013

The Grantor, **Great Lakes Partners, Inc., a Michigan corporation**, whose address is 727 Sea Watch Rd., Holland, MI 49424, in exchange for the consideration of **Eleven Thousand One Hundred Eighty Dollars and Eighty Cents (\$11,180.80)**, 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 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. After the initial construction of the water transmission main is completed, 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. The parties agree that if there is a breach or threatened breach of any of the provisions of this Easement, the remedies at law will be inadequate and the non-breaching party or parties shall be entitled

to seek redress by court proceedings in the form of an injunction restraining the breaching party and/or providing for specific performance without any bond or other security being required. Nothing in this Easement shall be construed as preventing the non-breaching party or parties from pursuing any damages at law or in equity to which it may be entitled. The parties to this Easement expressly agree that all costs, including attorney fees (actual, not limited to statutory), expended to enforce the rights or obligations of the parties under this Easement shall be recoverable by the non-breaching party or parties.

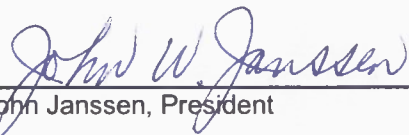
7. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

8. 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.

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

DATED: May 2, 2024


GRANTOR:
Great Lakes Partners, Inc., a Michigan corporation

By: 

John Janssen, President

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

This document was acknowledged before me in Ottawa County, Michigan on this 2nd day of May 2024, by John Janssen, the President of Great Lakes Partners, Inc., a Michigan corporation.



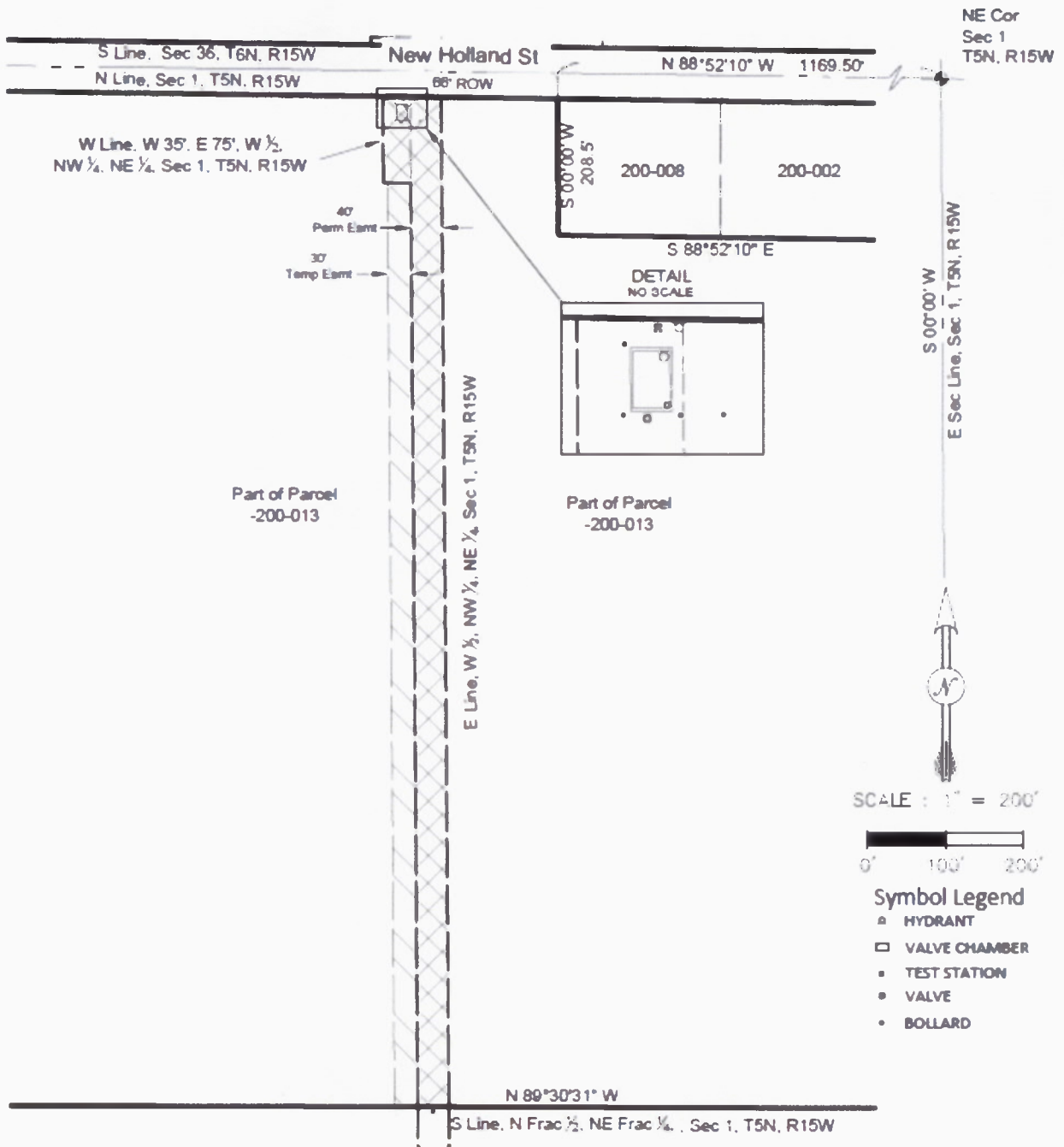
RYAN E. LAMB
Notary Public, Allegan County, Michigan
Acting in Ottawa County
My Commission Expires: March 29, 2027
Acknowledged on: May 2, 2024

[Also signed on next page.]

EASEMENT SKETCH

70-16-01-200-013

EXHIBIT "A"



Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

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

t. (616) 364-8491
f. (616) 364-9955
info@preinnewhof.com

CLIENT:
City of Wyoming
Wyoming Treatment Plant
16700 New Holland St
Holland, MI 49424

LOCATED IN : SECTION 1
TOWN 05 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN
Date : 04/12/2024
Project No. 2180530

PAGE
1 OF 2

EASEMENT SKETCH

70-16-01-200-013

EXHIBIT "A"

Subject Parcel Description:

Parcel Description (Per Title Commitment No. GR-162063 via American Land Title Association effective 9/17/2021):

Situated in the Township of Holland, County of Ottawa, State of Michigan

Part of the NE fractional 1/4 of Section 1, T5N, R15W, situate in the Township of Holland, County of Ottawa, State of Michigan, described as: Beginning at a point on the North line of said Section which is N 88 degrees 52' 10" W 1160.50 feet from the NE corner of said Section; thence S 00 degrees 00' W 208.5 feet parallel with the East line of said Section; thence S 88 degrees 52' 10" E 417.5 feet; thence S 00 degrees 00' W 284.0 feet; thence S 88 degrees 52' 10" E 310.0 feet; thence S 00 degrees 00' W 215.0 feet; thence S 88 degrees 52' 10" E 172.0 feet; S 00 degrees 00' W 53.50 feet; thence N 84 degrees 59' 18" E 270.98 feet to a point on the East line of said Section which is S 00 degrees 00' W 732.0 feet from the NE corner of said Section; thence S 00 degrees 00' W 378.72 feet; thence N 89 degrees 30' 31" W 208.0 feet parallel with the South line of the North fractional 1/2 of the NE fractional 1/4 of said Section; thence S 00 degrees 00' W 208.0 feet; thence N 89 degrees 30' 31" W 2416.44 feet along said South line; thence N 00 degrees 01' 20" E 1347.99 feet along the N-S 1/4 line of said Section; thence S 80 degrees 52' 00" E 1454.81 feet along the North line of said Section to the point of beginning.

EXCEPT:

Part of the North 1/2 of the Northeast 1/4 of Section 1, T5N, R15W, Township of Holland, County of Ottawa, State of Michigan described as beginning at the North 1/4 corner of Section 1 and proceeding thence N 89 degrees 31' 54" E 646.00 feet along the North line of Section 1; thence S 00 degrees 28' 06" E 1340.71 feet; thence S 88 degrees 53' 46" W 620.37 feet along the South line of the North 1/2 of the Northeast 1/4 of Section 1; thence N 01 degrees 33' 34" W 1347.84 feet along the North and South 1/4 line of Section 1 to the point of beginning.

Proposed permanent easement description:

The East 40.00 feet of the West 1/2 of the North Fractional 1/2 of the Northeast Fractional 1/4 of Section 1, Town 5 North, Range 15 West

Also:

The West 35.00 feet of the East 75.00 feet of the North 144.00 feet of the West 1/2 of the North Fractional 1/2 of the Northeast Fractional 1/4 of Section 1, Town 5 North, Range 15 West (±55904 square feet)

Proposed temporary easement description:

The West 30.00 feet of the East 70.00 feet of the West 1/2 of the North Fractional 1/2 of the Northeast Fractional 1/4 of Section 1, Town 5 North, Range 15 West

Except:

The West 35.00 feet of the East 75.00 feet of the North 144.00 feet of the West 1/2 of the North Fractional 1/2 of the Northeast Fractional 1/4 of Section 1, Town 5 North, Range 15 West (±35694 square feet)

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
Wyoming Treatment Plant
16700 New Holland St
Holland, MI 49424

LOCATED IN : SECTION 1
TOWN 05 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 04/12/2024
Project No. 2180830

PAGE
2 OF 2

RESOLUTION NO. _____

RESOLUTION TO APPROVE FINAL PAYMENT TO THE
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A
NON-MOTORIZED TRAIL AND THE RECONSTRUCTION OF
PLASTER CREEK BOULEVARD FROM DIVISION AVENUE TO BUCHANAN AVENUE

WHEREAS:

1. On June 6, 2022, Council authorized an agreement with the Michigan Department of Transportation (MDOT) for the construction of a non-motorized trail and reconstruction of Plaster Creek Boulevard from Division Avenue to Buchanan Avenue in the amount of \$873,300.
2. The project is now complete and MDOT has submitted the final accounting invoice for Wyoming's share of the project.
3. The Wyoming's share of the project exceeded the original estimate by \$65,057.55 of the \$1,258,300 project.
4. It is recommended that the City Council approve the final contract amount and approve the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the final payment to the Michigan Department of Transportation (MDOT) for the Plaster Creek Boulevard non-motorized trail construction and street reconstruction project from Division Avenue to Buchanan Avenue in excess of the original contract amount.
2. The City Council authorizes the final payment of \$244,843.19 (\$65,057.55 above the original estimate) per the terms of the City-State agreement approved on June 6, 2022.
3. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report

Resolution No. _____

STAFF REPORT

Date: May 14, 2024
Subject: Final Accounting Payment – Plaster Creek Boulevard Reconstruction Project
From: Russ Henckel, Assistant Director of Public Works - Engineering
CC: Myron Erickson, Director of Public Works
Meeting Date: May 20, 2024

RECOMMENDATION:

It is recommended City Council approve and authorize final payment to the Michigan Department of Transportation (MDOT) for construction of a non-motorized trail and reconstruction of Plaster Creek Boulevard from Division Avenue to Buchanan Avenue in the amount of \$244,843.19 (\$65,057.55 above the original estimate).

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community

DISCUSSION:

On June 6, 2022, the City of Wyoming approved an agreement with MDOT for the construction of a non-motorized trail and the reconstruction of Plaster Creek Boulevard from Division Avenue to Buchanan Avenue. The agreement outlined the rights and obligations for both MDOT and the City of Wyoming. Wyoming's share of the project based upon the engineer's estimate was approximately \$873,000 of the \$1,258,300 project. Wyoming reconstructed Plaster Creek Boulevard and MDOT assisted in the construction of the new non-motorized path from Division Avenue to Buchanan Avenue.

The project is now complete and MDOT has invoiced Wyoming for the final share of the project. The \$1,258,300 project exceeded the original estimated costs by \$65,057.55.

BUDGET IMPACT:

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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR AN ENVIRONMENTAL SITE
ASSESSMENT AT FISHER AVENUE AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On May 2, 2024, the City received one (1) proposal from Dixon Environmental Consulting for an environmental site assessment at Fisher Avenue south of 54th Street, where Engineering has been planning a road and utility construction project.
2. As detailed in the staff report, it is recommended the City Council accept the proposal from Dixon Environmental Consulting with a project cost estimate of \$11,495.
3. It is further recommended the City Council authorize \$5,000 for contingency.
4. Funds are available in the Capital Improvement Fund, Capital Outlay Storm Sewer Account No. 400-441-45200-972.452.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the proposal from Dixon Environmental Consulting for an estimated \$11,495.
2. The City Council authorizes \$5,000 for contingency.
3. The City Council authorizes the City Manager to approve and sign changes of scope that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Professional Services Agreement and Dixon Proposal

Resolution No. _____

STAFF REPORT

Date: May 14, 2024
Subject: Acceptance of Proposal for a Fisher Avenue Environmental Site Assessment
From: Grant Simons, Civil Engineer
CC: Myron Erickson, Director of Public Works
Meeting Date: May 20, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal from Dixon Environmental Consulting for an environmental site assessment at Fisher Avenue south of 54th Street with an estimated total cost of \$11,495, as well as approve a \$5,000 contingency for the site assessment due to the unknown and variable nature of legacy environmental contamination.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community

DISCUSSION:

Engineering is planning a project at Fisher Avenue to construct utilities and a paved road south of 54th Street. The existing road is gravel and requires frequent maintenance. Engineering plans to pave the road to prevent future maintenance, install storm sewer for drainage, and install watermain and sanitary sewer to service adjacent properties. Installation of utilities will require excavation and likely dewatering in the area.

Fisher Avenue south of 54th Street is near multiple industrial properties with known soil contamination, based on state records. However, it is unknown whether Fisher Avenue is also contaminated. An environmental site assessment would determine if the planned Fisher Avenue project area is contaminated, as well as provide guidance on due care practices that should be implemented to protect construction workers, the public, and the nearby environment from contamination during construction.

BUDGET IMPACT:

The estimated cost for this environmental site assessment is \$11,495. With a \$5,000 contingency, the site assessment could total to \$16,495. Sufficient funds are available in the Capital Improvement Fund, Capital Outlay Storm Sewer Account No. 400-441-45200-972.452

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT CITY OF WYOMING, MICHIGAN (OVER \$8,500) (No RFP)

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

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: May 21, 2024.

Professional means: Dixon Environmental Consulting, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1560 North Taylor Ave
[Professional's street address]
Grand Rapids, MI 49505
[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

5. This is the only agreement between the parties regarding City's engagement of Professional 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 Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

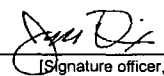
By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Dixon Environmental Consulting, Inc.

By: 

[Signature officer, director or principal of Professional]
James E. Dixon, P.E.
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: May 15, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Professional attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional, any subcontractor, and all their principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, 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. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Professional will use language assistance services in communications.

C. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

E. Professional 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.

5. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Professional or of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the RFP and Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the RFP and Proposal.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

10. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) City must retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

11. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

12. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

13. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

14. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or

property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

EXHIBIT B
PROPOSAL

May 2, 2024

Mr. Grant Simons
City of Wyoming
2660 Burlingame Avenue, SW
Wyoming, Michigan 49509



**RE: Proposal to Conduct Environmental Site Assessment of:
Proposed Fisher Avenue, SW Road and Sewer Improvement Project
5400-5600 Fisher Avenue, SW (Approximate Address Range)
Wyoming, Kent County, Michigan
DEC Project Number: 24-04-005b**

Dear Mr. Simons:

Dixon Environmental Consulting, Inc. (DEC) has prepared the following workplan proposal to conduct an intrusive Environmental Site Assessment (ESA) to characterize the soil and groundwater conditions at the above referenced project. This workplan was developed to further assess environmental conditions within an industrial district of Wyoming, Michigan. The data generated from this investigation will be used for the preliminary assessment of due care initiatives, including evaluating human exposure to impacted soil/groundwater and characterization of the groundwater in the event localized dewatering is necessary to support the installation of future utilities.

BACKGROUND INFORMATION

The proposed municipal roadway improvement project is located in an historical industrial service district. The property currently provides unimproved ingress/egress/overflow use to the adjoining transportation service, towing and salvage operation businesses. The eastern adjoining property is owned/operated by Norfolk Southern and serves as a main railroad trunkline to Grand Rapids. Buck Creek exists as the southern limits of the project and serves as an outfall for the storm water conveyance system proposed under the project. The City of Wyoming provided preliminary project plans for the roadway/utility improvements for consideration.

Based on the DEC's research of topographical diagrams and historical aerial photographs, imported fill material exists on the subject property, especially toward the southern limits of the project. The 1970 and 1976 aerial photographs provided evidence of filling, tracking and disturbances encroaching upon the Buck Creek on the southern limits. Imported urban fill material can be impacted with various polynuclear aromatic hydrocarbons (PNAs),

1560 North Taylor Avenue • Grand Rapids, Michigan 49505 • Tel:(616) 742-5511 • Fax:(616) 742-5522

volatile organic compounds (VOCs) and various metals. The filling activities appear to coincide mostly with the development of Merf's Towing property and further south.

The historical aerial photographs also support various auto salvaging operations and small dump areas existed on and around the Fisher Avenue project. Fisher Avenue appears to have served as a service access drive to the local industrial business for a long time and also for the adjoining railroad line. Various transportation service, towing and salvaging operations currently exist and adjoin the project location to the south and west. These types of industrial operations offer additional concern to support the soil characterization through PNAs, VOCs and analysis of the project area.

Regarding the groundwater, it would appear based on previous geotechnical soil borings that static groundwater elevation most likely will encroach trenching for proposed sanitary and (portions of) water main and storm sewers. Future localized dewatering to support the utility installation may be imminent. Similar to the soil, the groundwater could also be impacted with PNAs, VOCs, or metals relating to historical operations in the vicinity of the subject project. If the groundwater is impacted, the dewatering complications become more complex. It would appear that dewatering and discharging to the nearest municipal sanitary sewer system may be the best (and possibly only) reasonable solution, if significant dewatering is necessary.

SCOPE OF WORK

DEC has prepared the following scope of work to further assess and characterize the soil and groundwater conditions within the proposed project area. The tasks intend to identify whether the soil and/or groundwater is impacted with hazardous substances relating to historical industrial activities within the limits of the project and nearby and adjoining properties and process due care/dewatering objectives described above.

Prior to conducting sub-surface work at the subject property, DEC will contact Miss Dig System, Inc. (Miss Dig) and request utility locator staking for the subject site. The Miss Dig service contacts public utility providers and requests that the individual service provider identify and locate their active, public, underground utilities, including: natural gas, telephone, electric, water, municipal sanitary and municipal storm sewer systems. DEC will not be responsible for the cost of striking private service lines (not disclosed by the owner), mismarked or unmarked underground structures or utilities.

Task 1: Soil and Groundwater Sampling and Chemical Analysis

The ESA scope of work will include five soil borings to collect soil and/or groundwater samples. The borings will be placed in linear direction with the utilities (correlating to the City of Wyoming's stationing presented in the plans). The soil borings may be advanced

to a depth approximately 20 feet below grade level (or until groundwater is encountered) utilizing an earthprobe sampling device. Soil/groundwater samples will be collected from each of the borings. DEC will field screen the unsaturated soil samples collected during the soil boring process with a photoionization device (PID) to determine whether volatile organic compounds (VOCs) exist within the soil. Certain soil samples intended for VOCs chemical analysis will be collected via United States Environmental Protection Agency (EPA) Method 5035 collection procedures. Approximately five soil borings will be converted into temporary monitor wells for groundwater sampling. The static groundwater elevations will be measured from grade surface and recorded. Any groundwater samples will be extracted and collected in accordance with "low flow" sampling techniques as outlined in the MDEQ Remediation Division Operational Memorandum No. 2. DEC will also include an equipment blank for Quality Assurance/Quality Control purposes on the sampling date. The exact boring/sampling locations and intervals will be determined in the field based on observations.

The soil samples will be chemically analyzed for polynuclear aromatic hydrocarbons (PNAs) via the EPA Method 8270 (8270-Standard Parameter PNA List) and various metals including the Michigan 10 Metals [arsenic, barium, cadmium, chromium (total), copper, lead, mercury, selenium, silver and zinc] will be chemically analyzed in the soil. Certain soil samples may be chemically analyzed for VOCs via EPA Method 8260 (Standard VOCs List), if PID results support VOC impact during field observations. The groundwater samples will be chemically analyzed for PNAs, VOCs and cadmium, chromium and lead.

The soil/groundwater samples will be placed into the appropriate laboratory prepared sample containers. The sample containers will be placed into a chilled container for transport to an independent laboratory for chemical analysis. The sampling equipment will be decontaminated using a soapy rinseate and distilled rinse water between borings. New, powderless latex or nitrile gloves will be utilized to collect each individual sample. The samples will be submitted to Bio-Chem Laboratories, Inc. of Grand Rapids, Michigan under standard chain-of-custody procedures. DEC will request a standard seven-day turnaround for the chemical analysis. The cost of the ESA will be based on time and materials. DEC will remove the temporary monitor wells, backfill the borehole with soil cuttings and/or bentonite pellets and restore the surface to closely match original site conditions.

Task 2: ESA Summary Report

After the results of the chemical analysis are received, DEC will prepare a ESA Summary Report. The ESA Summary Report will include summation of the investigative field work and the chemical analysis data results presented in tabular form with comparison to various State of Michigan Cleanup and Screening Criteria. Soil Boring Logs/Well Construction Diagrams will also be included to present the lithology and hydrostatic water depth information. Low flow sampling data (groundwater) and photoionization device

screening (soil) will also be provided in the report. The data will be used to determine initially determine whether the site is contaminated and secondly whether the data exceeds human exposure criteria as defined under Part 201. In addition, the data will also be used to assess implications of dewatering. Conclusions and response options will also be presented in the report.

Additional details include the due care review of Rule 1003, where DEC will identify complete exposure pathways, provide concentrations of hazardous substances in the soil/groundwater, and provide a description of any necessary response activities to prevent exacerbation of contamination and to mitigate any unacceptable exposure to hazardous substances. DEC advises that records should be maintained for any response activities implemented that would not be evident through visual inspection. Under Rule 1013, DEC will also review whether any easement holders, utility franchise holders, public utilities, mineral right holders exist that may require notification. In addition, DEC will evaluate the applicability of Rule 1015 (Abandoned Containers Notice), Rule 1017 (Migrating Contamination Notice) and Rule 1019 (Fire and Explosion Hazards Notice).

SCHEDULE

Upon your acceptance of this proposal, DEC will commence with this proposal. The chemical analysis results will be provided to DEC approximately one week from the date of sampling. DEC anticipates that the report will be completed within three weeks of authorization to commence.

COST

DEC will provide the ESA services for the proposal in accordance with the 2024 Fee Schedule and the project cost estimate sheet attached to this letter.

ACCEPTANCE OF PROPOSAL

If this proposal is accepted, please sign and return to our office as authorization to commence. Your acceptance of this proposal indicates that the provisions of this proposal are understood, including payment to DEC upon receipt of the invoice, unless specifically arranged otherwise in writing.

DEC looks forward to assisting you with this project. Please contact us with any questions related to the project or this proposal.

Mr. Grant Simons
ESA Workplan Proposal
5400-5600 Fisher Avenue, SW
Wyoming, Michigan
May 2, 2024
Page 5 of 5

Sincerely,

DIXON ENVIRONMENTAL CONSULTING, INC.


James E. Dixon, P.E.
Principal Engineer

Attachments:

ESA Cost Estimate
2024 Dixon Environmental Consulting, Inc Fee Schedule for Services

Authorized Signature to Conduct this Workplan Proposal:

Signed: _____

Title: _____

Company: _____

Date: _____

**ATTACHMENTS:
PROJECT COST ESTIMATE
&
2024 FEE SCHEDULE**

**PROJECT COST ESTIMATE SUMMARY
ENVIRONMENTAL SITE ASSESSMENT
FISHER STREET, SW ROAD & UTILITY IMPROVEMENT PROJECT
5400-5600 FISHER STREET, SW
WYOMING, MICHIGAN
DEC PROJECT NUMBER: 24-04-005**

Task 1: Field Work - Soil/Groundwater Sampling and Chemical Analysis

Earthprobe Sampling Device + Mobilization (1 day)	\$2,700.00
Drilling, Sample Collection and Delivery - Field Scientists (12 hrs)	1,200.00
Field Setup and Management - Project Engineer (4 hrs)	480.00
Support Vehicle Charge + mileage (est.) (1 day)	100.00
Photoionization Device (1 day)	100.00
Low Flow Sampling Equipment (1 day)	300.00
Temporary Well Supplies, Restoration Materials	240.00
Sample Collection Charge (glassware, handling) (10 samples)	300.00
Chemical Analysis (10 total samples - Standard Turnaround)	
VOCs - EPA Method 8260 (VOCs Standard List) (7 samples)	1,120.00
PNAs - EPA Method 8270 (10 samples)	1,050.00
Michigan Ten Metals (5 soil samples)	900.00
Cd, Cr(tot), Pb (5 groundwater samples)	500.00
Equipment Blank - PNAs Analysis only (1 sample)	105.00

TASK 1 SUBTOTAL \$9,095.00

Task 2: ESA Summary Report

Project Scientist Summary Report (10 hrs)	1,200.00
ACAD Operator Boring Logs & Figures, Doc Prep & Output (6 hrs)	480.00
Principal Review/Project Management (4 hrs)	720.00

TASK 2 SUBTOTAL \$2,400.00

ESA PROJECT COST ESTIMATE (Task 1 & 2) \$11,495.00

**DIXON ENVIRONMENTAL CONSULTING, INC.
2024 SCHEDULE FOR FEES**

<u>Code</u>	<u>Professional Service</u>	<u>Unit Price</u>
90	Principal Engineer	\$180.00/hr
85	Associate Engineer/Geologist	\$120.00/hr
80	Project Engineer/Geologist	\$100.00/hr
70	Senior Field Engineer/Geologist	\$100.00/hr
60	Field Engineer/Geologist	\$90.00/hr
50	CAD Operator	\$75.00/hr
45	Senior Field Technician	\$75.00/hr
40	Technician	\$50.00/hr
35	Administrative Staff	\$35.00/hr
30	General Clerical	\$30.00/hr
	Project Related Expenses	Cost + 20%
*	Level C Protection add 50% to above unit rate.	
**	Level B Protection add 100% to above unit rate.	

<u>Code</u>	<u>Monitoring Equipment</u>	<u>Unit Price</u>
941	Photoionization Detector	\$100.00/day
942	LEL/O ₂ /CO ₂ Meter	\$60.00/day
943	Temp/Conductivity/pH/Dissolved O ₂ Meter	\$80.00/day
944	Dissolved Oxygen Meter	\$50.00/day
945	Water Level Tape Measure	\$50.00/day
946	Oil/water Interface Detector	\$50.00/day
947	Metal Pipe Locator	\$200.00/day
950	Low Flow Sampling Pump/Meters/Equipment	\$300.00/day
960	Metals Filter pump (with filter)	\$25.00/sample
961	Sampling Charge (glassware/PPE/decon equipment)	\$30.00/sample
970	Hand Auger and Extensions	\$50.00/day
971	Hammer Drill/Core Machine	\$125.00/day
980	Earthprobe Sampling Device	\$2,700/day
990	Support vehicle	\$80.00/day
991	Miles (over 30)	\$0.40/mile

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR REPLACEMENT
OF AN IRRIGATION SYSTEM ON CLYDE PARK AVENUE SW

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from WM Services Enterprises, Inc. dba Winchel Irrigation, LLC for replacement of the irrigation system on Clyde Park Avenue SW between Oakcrest Street SW and 44th Street SW in the total estimated amount of \$94,241.81.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from WM Services Enterprises, Inc. dba Winchel Irrigation, LLC. for replacement of the irrigation system on Clyde Park Avenue SW in the total estimated amount of \$94,241.81.
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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: May 8, 2024
Subject: Clyde Park Avenue Median Irrigation Replacement
From: Jay VanDyke, Assistant Director of Public Works - Maintenance
CC: Myron Erickson
Meeting Date: May 20, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor and City Clerk to execute the attached contract with WM Services Enterprises, Inc., d/b/a Winchel Irrigation, LLC., in the amount of \$94,241.81 for the replacement of the median irrigation system on Clyde Park Avenue SW between Oakcrest Street SW and 44th Street SW.

ALIGNMENT WITH STRATEGIC PLAN:

Pillar: Community

DISCUSSION:

On April 25, 2024, the Public Works Department, through a fair and competitive process, solicited quotes for the replacement of the irrigation system on Clyde Park Avenue SW between Oakcrest Street SW and 44th Street SW. The request was sent to eight irrigation contractors. Four quotes were received from the following contractors: Pro-Mow Landscape at \$99,670.00, Schepers Lawn Sprinkling at \$98,878.00, Grapids Irrigation at \$95,900.00, and WM Services Enterprises, Inc., d/b/a Winchel Irrigation, LLC with the lowest at \$94,241.81.

The current irrigation system, which feeds 14 medians, is at least 30 years old and is past its useful life. It has become increasingly difficult to repair and maintain. This work will be completed during the Clyde Park Avenue asphalt resurfacing project in an effort to minimize the inconvenience to the motoring public and residents.

BUDGET IMPACT:

Sufficient funds exist in the Major Street Maintenance Account: 202-441-46300-930.000

ATTACHMENTS:

Contract

CITY OF WYOMING

CITY STANDARD CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$8,500) (NO RFP)

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: WM Services Enterprises, Inc. d/b/a Winchel Irrigation, L.L.C. A.W.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
702 Chicago Dr
(Contractor's street address)
Jenison, MI 49428
(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 21, 2024. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods 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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. 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

Contractor: WM Services Enterprises, Inc. d/b/a
Winchel Irrigation, L.L.C.

By: _____
Kent Vanderwood, Mayor

By: Anthony Miller COMPANY SUPERVISOR
(Signature officer, director, or principal of Contractor)
Anthony MILLER COMPANY SUPERVISOR
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 5-14, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, 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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

**EXHIBIT B
PROPOSAL**



CONTRACT PROPOSAL
 616-534-0055
 2880 Remico Street SW
 Grandville, MI 49418



Proposal for the installation of an irrigation system located at the property of:

City of Wyoming Clyde park medians
 36th-44th st
 , MI

Scope of Work: Proposal includes fall winterization in the first season and spring start up the following season.

Material included:

QTY	Item Description	QTY	Item Description
22	1" Hunter Electric Valve	281	4" Spray Head w/Fixed Nozzle
230	4" Spray Head w/Rotary Nozzle	1	Pressure Regulating System
1	ICC2 Controller Metal	22	ICC2 EZ Decoder Module
953	Directional Bore	1050	Swing Pipe
6800	1" Poly Pipe	80	1 1/4" Poly Pipe
3800	2" PVC Pipe	533	System Fittings
1	Additional work		

Winchel Irrigation will warranty all labor and workmanship for a period of 1 year from the date of installation. Irrigation system controller, rotors, sprays, and automatic zone valve carry a 5 year manufacturer warranty against product defects. All other irrigation system components carry a 1 year warranty against product defects.

Winchel Irrigation will call Miss Dig to locate all public utilities; all private utilities are the responsibility of the home owner to mark including drain tiles and dog fences. Home owner is responsible for marking property lines.

The total Contract Proposal amount is: \$94,241.81

A 30% deposit will be required in the amount of: \$28,273
 Balance due upon completion of installation: \$65,969

Aug Winchel ^{AW} *A.M*
 Customer Signature _____ Date _____

Customer Signature _____ Date _____



CONTRACT PROPOSAL
616-534-0055
2880 Remico Street SW
Grandville, MI 49418



Winchel Irrigation or it's sub-contractors will call "Miss-Dig" before all work begins. Winchel Irrigation or it's sub-contractors are not responsible for all utilities not located by "Miss-Dig". These utilities included but not limited to gas line to grills, propane lines, underground or site lighting, drain tiles, Pool lines, security systems, satellite cable TV, septic systems, underground electric fencing or any other unmarked underground items. Winchel Irrigation or it's sub-contractors are not responsible for damage caused to utilities due to improper marking by "Miss-Dig".

Owner assumes responsibility for locating and marking all property boundaries. Additional labor and materials needed to move irrigation system components due to unknown or miss marked property boundaries are not part of this contract and will be invoiced additionally.

Some municipalities where this property resides may offer the opportunity to the owner to purchase a separate water meter from which an irrigation system may be connected. The owner is responsible for contacting local authorities to determine if this service is available and all cost associated with the permitting and plumbing for the separate meter installation.

All connections to city and municipal water source will be performed by a State of Michigan Licensed Plumber as a sub-contractor for Winchel Irrigation.

The installation of the irrigation system controller requires a 115v outlet for operation. If a convenient 115v electrical outlet is not available then an outlet will need to be added at an additional cost.

Existing turf areas will experience stress from the installation process. Owners should expect turf recovery within 2 to 4 weeks of the installation completion depending on site conditions prior to installations. Some ground settling may occur in work areas following installation. Winchel Irrigation cannot be responsible for the health of lawns and landscape due to over-under watering.

The materials and labor provided by Winchel Irrigation will have a one year unconditional guarantee against defects in material and workmanship. Additional manufacturer material warranties apply. Winchel Irrigation makes no other warranty, stated or implied.

Acceptance of Irrigation Proposal and Agreement I have read and understand the terms and conditions of this installation agreement. The proposal price and specifications are accepted. I authorize Winchel Irrigation and its sub-contractors to perform the work specified in this Proposal and Installation Agreement. I will provide payment as outlined in the Irrigation Proposal.

Initials _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AMENDMENT FOR THE
WATER SYSTEM RELIABILITY STUDY AND ASSET MANAGEMENT PLAN

WHEREAS:

1. On December 19, 2022, City Council adopted Resolution number 27571 awarding the bid for the water system reliability study and asset management plan to Prein & Newhof.
2. As detailed in the attached staff report, it is recommended City Council accept an amendment from Prein & Newhof for Geographical Informational System (GIS) work in an amount not to exceed \$35,000.
3. It is further recommended the City Council authorize a contingency in the amount of \$5,000 to allow for additional hardware and software difficulties.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an amendment from Prein & Newhof for the water system reliability study and asset management plan in the amount not to exceed \$35,000.
2. The City Council authorizes a \$5,000 contingency.
3. The City Council authorizes the Mayor and City Clerk to sign the amendment to the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
5. 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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: May 7, 2024
Subject: GIS Pipe Merging Project
From: Jay VanDyke, Assistant Director of Public Works - Maintenance
CC: Myron Erickson, Director of Public Works
Meeting Date: May 20, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor and City Clerk to amend the Water System Reliability Study and Asset Management Plan contract with Prein & Newhof for Geographical Informational System (GIS) work for an amount not to exceed \$35,000, with a \$5,000 contingency to allow for potential additional hardware and software difficulties.

ALIGNMENT WITH STRATEGIC PLAN:

Pillar: Safety, Community.

DISCUSSION:

The Water Reliability Study and Asset Management Plan that was recently completed by Prein & Newhof identified some improvements that should be made in our GIS system. The proposed work will merge active watermains and hydrant leads, reclassify mains as hydrant leads where applicable, add main lengths into the work order system as needed, snap mains correctly to fittings, and add in pressure district attributes as needed.

In the past, we have used engineering interns to complete this work. However, we have been unable to attract interns for the last two seasons and experience has shown that the quality of interns' work in this regard is not what is required. Once completed by P&N, this will improve the accuracy of our records and the effectiveness of our asset management plan now and into the future. This improves the safety of our workers and those of our contractors and provides another tool of responsiveness to the community.



BUDGET IMPACT:

Sufficient funds exist in the watermain other services account: 591-441-56200-956.000.

ATTACHMENTS:

Contract Amendment

CITY OF WYOMING

CONTRACT AMENDMENT

Prein & Newhof, Inc.

This Contract Amendment is to the Water System Reliability Study and Asset Management Plan contract made as of December 20, 2022 (Effective Date) between the City of Wyoming (City) and Prien & Newhof, Inc. (Professional)

RECITALS

- A. City wishes to add additional administration services for the Water Distribution System AMP – GIS Pipe Merging project. (Added Services).
- B. Professional submitted a proposal dated April 25, 2024, for the additional services, copy of which is attached as Exhibit A (Proposal);

TERMS AND CONDITIONS

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

- 1. Professional will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Professional Services Contract remain in full effect.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form:

Scott G. Smith, City Attorney

Prein & Newhof, Inc.

By: Brian G. Vilmont

[Signature officer, director or principal of Professional]
Brian Vilmont - Team Leader

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

Date signed: May 1, 2024

EXHIBIT A
PROPOSAL

April 25, 2024
Project No. 2230215

Mr. Jay VanDyke
City of Wyoming
2660 Burlingame Avenue SW
Wyoming, MI 49509

RE: Water Distribution System AMP - GIS Pipe Merging

Dear Jay:

We have completed two pilot tests for merging the distribution system pipes in GIS. The first test was hampered by unforeseen hardware and software issues so a second pilot test was performed using the newly available Lucity merge tool. The two pilot tests resulted in an average reduction of 40% in the number of GIS pipe segments.

In both pilot tests, the following actions were performed:

- Merging active mains and hydrant leads
- Reclassifying mains as hydrant leads where applicable
- Reversing the direction of mains as needed in GIS and Lucity to be able to perform a merge
- Adding main lengths into Lucity as needed to be able to perform a merge
- Correcting some mains not snapped correctly to fittings
- Adding in pressure district attributes as needed

Based on the production rate achieved during the pilots, we estimate approximately 150 hours of technical time to perform pipe merging on the remainder of the distribution system. We also propose to include time for project administration, coordination with REGIS, and a \$5,000 contingency allowance to be used only if we encounter additional hardware/software difficulties.

We propose a not-to-exceed project budget of \$35,000 to be billed on an hourly plus expense basis.

The work would be performed at the City offices as was done with the pilot projects. We propose to dedicate 2 days per week to this effort for a duration of 10 weeks. We will coordinate with you on the weekly production rates and any issues encountered which will require contingency expenditures.

Sincerely,

Prein&Newhof



BGV

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
CLEANING AND DISINFECTING SERVICES

WHEREAS:

1. On June 24, 2021, City Council approved Resolution number 27060 awarding a three-year contract to Paul Davis Restoration of West Michigan for cleaning and disinfecting services.
2. As detailed in the attached staff report, it is recommended City Council accept a proposal from Kincade Group LLC dba Paul Davis Restoration of West Michigan to extend the contract for an additional year at a 10% price increase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Kincade Group LLC dba Paul Davis Restoration of West Michigan for cleaning and disinfecting services.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: April 30, 2024

Subject: Extension of Contract for Cleaning and Disinfecting Services

From: Jennifer Brunsink, Administrative Specialist

CC: Myron Erickson, Director of Public Works

Meeting Date: May 20, 2024

RECOMMENDATION:

It is recommended the City Council accept a proposal from Paul Davis Restoration of West Michigan to extend the contract for Cleaning and Disinfecting Services for an additional year at a 10% price increase.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The services contracted with Paul Davis Restoration of West Michigan provide a safe way to resolve potentially hazardous situations involving unclean water. Offering these services immediately to Wyoming residents who experience water or sewer damage may reduce overall property damages and prevent potential litigation.

DISCUSSION:

The City of Wyoming has a generous customer service approach when residences are affected by water line breaks or sewer backups. The Water Line Break/Sewer Backup Policy extends a goodwill gesture to residents by offering the option to use the City's contracted vendor which assures a quick response in stressful situations and keeps costs contained.

On June 24, 2021, Council approved Resolution 27060 which awarded a three-year contract to Paul Davis Restoration for cleaning and disinfecting services. The bid submitted by Paul Davis in 2021 was the only one received after sending invitations to one hundred fifteen prospective bidders. The accepted bid included a price increase of 3% after year one but no additional increase after the second year.

Working with an efficient and knowledgeable company that is available twenty-four hours a day in emergency situations helps to reduce additional property damage and health risks. The contractor works with city staff and the resident to determine the extent of the damage, remove the water or sewage, dry the area, and inventory the loss. Considering Paul Davis Restoration has proven to be a reliable, responsive, and trustworthy vendor acting on behalf of the City, it is recommended that the proposal to extend the contract with a 10% increase be accepted.

Price increases based on services provided:

SERVICE PROVIDED	UNIT	CURRENT PRICE	10% INCREASE
SERVICE CALL (BUSINESS HOURS)	EACH	\$56.65	\$62.32
SERVICE CALL (AFTER HOURS)	EACH	\$137.42	\$151.16
EXTRACT WATER	SQ FT	\$0.70	\$0.77
CLEAN AND DISINFECT FLOORS/WALLS	SQ FT	\$0.83	\$0.91
MOLD & MILDEW TREATMENT	SQ FT	\$0.31	\$0.34
REMOVAL OF CARPET & PAD	SQ FT	\$0.55	\$0.61
REMOVAL OF FURNITURE & PERSONAL ITEMS	HOURS	\$39.08	\$42.99
DISPOSAL OF ITEMS	TONS	\$103.51	\$113.86
FURNISH & PLACE - AIR MOVERS	EACH/DAY	\$29.35	\$32.29
FURNISH & PLACE - LG DEHUMIDIFIERS	EACH/DAY	\$81.37	\$89.51
FURNISH & PLACE - SM DEHUMIDIFIERS	EACH/DAY	\$61.80	\$67.98
CLEAN & DISINFECT FURN, MISC PERS ITEMS	HOURS	\$39.08	\$42.99
CONTENT MANIPULATION	HOURS	\$39.08	\$42.99
MONITORING EQUIP FOR DRYING LEVELS	HOURS	\$39.08	\$42.99
INVENTORY & PHOTOS	HOURS	\$39.08	\$42.99
MISCELLANEOUS	HOURS	\$39.08	\$42.99

BUDGET IMPACT:

The annual fiscal year cost is expected to be approximately \$100,000 and will be paid based on unit prices as provided in the table of services. Funds are available in the sewer and water maintenance accounts 590-441-54200-930.000 and 591-441-56700-930.000.

CITY OF WYOMING

CITY STANDARD CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$8,500) (NO RFP)

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:

Kincade Group LLC dba - PDR of West MI

[Name of contracting entity]
 A **MI, LLC**

[State and type of entity, e.g., corporation, limited liability company, etc.]
6030 Clyde Park Ave SW

[Contractor's street address]
Byron Center MI 49315

[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: _____, 202_. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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 provided before beginning any Work.

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. 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

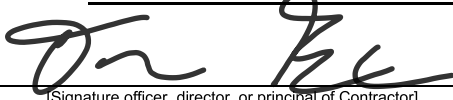
Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Contractor: **PDR of West MI**

By: 

[Signature officer, director, or principal of Contractor]
Travis Bymes

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

Date signed: **May, 7th**, 20**24**

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, 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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, 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., speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

**EXHIBIT B
PROPOSAL**

Paul Davis Restoration Pricing July 1, 2024 - June 30, 2025

SERVICE PROVIDED	UNIT	ESTIMATED UNITS	CURRENT PRICE	10% INCREASE
SERVICE CALL (BUSINESS HOURS)	EACH	50	\$56.65	\$62.32
SERVICE CALL (AFTER HOURS)	EACH	75	\$137.42	\$151.16
EXTRACT WATER	SQ FT	30,000	\$0.70	\$0.77
CLEAN AND DISINFECT FLOORS/WALLS	SQ FT	50,000	\$0.83	\$0.91
MOLD & MILDEW TREATMENT	SQ FT	50,000	\$0.31	\$0.34
REMOVAL OF CARPET & PAD	SQ FT	10,000	\$0.55	\$0.61
REMOVAL OF FURNITURE & PERSONAL ITEMS	HOURS	500	\$39.08	\$42.99
DISPOSAL OF ITEMS	TONS	20	\$103.51	\$113.86
FURNISH & PLACE - AIR MOVERS	EACH/DAY	300	\$29.35	\$32.29
FURNISH & PLACE - LG DEHUMIDIFIERS	EACH/DAY	300	\$81.37	\$89.51
FURNISH & PLACE - SM DEHUMIDIFIERS	EACH/DAY	300	\$61.80	\$67.98
CLEAN & DISINFECT FURN, MISC PERS ITEMS	HOURS	200	\$39.08	\$42.99
CONTENT MANIPULATION	HOURS	200	\$39.08	\$42.99
MONITORING EQUIP FOR DRYING LEVELS	HOURS	250	\$39.08	\$42.99
INVENTORY & PHOTOS	HOURS	250	\$39.08	\$42.99
MISCELLANEOUS	HOURS	100	\$39.08	\$42.99

RESOLUTION NO. _____

RESOLUTION TO APPROVE PAYMENT OF ANNUAL FEES FOR
RENEWAL OF COMPUTER HARDWARE AND
SOFTWARE LICENSE AND MAINTENANCE AGREEMENTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize payment of annual fees for renewal of computer hardware and software license and maintenance agreements listed on the attached Schedule of Computer Hardware and Software Maintenance and License Agreements in the total estimated amount of \$1,215,510.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of annual fees for renewal of computer hardware and software license and maintenance agreements in the total estimated amount of \$1,215,510.00.
2. The City Council authorizes the City Manager to sign the contracts and agreements following the City Attorney's review.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Schedule

Resolution No. _____

STAFF REPORT

Date: April 2, 2024
Subject: Software Renewal Authorization
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 20, 2024

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, often provides for technical support, 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, subject to payment of the providers' annual fees.

The fiscal 2025 budget for software services is over \$1.163 million. Some software as a service (SaaS) and similar systems are budgeted in accounts titled Other Services, and 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 \$1.392 million annually.

In accordance with city Charter and purchasing policy, city departments procure computer hardware and software maintenance and license agreements 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 obtain competitive quotes to ensure the city receives the best value for each agreement.

It is recommended that Council authorize the 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 2025 budget per the following fund 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	\$ 401,350	\$ 50,425	\$ 32,800	\$ 475,075
202 - Major Streets	40,268		20,100	60,368
203 - Local Streets	10,125		4,025	14,150
205 - Public Safety	268,931	22,500		291,431
208 - Parks & Recreation	19,306		22,800	42,106
230 - Solid Waste Disposal	5,067			5,067
249 - Building Inspection	26,039			26,039
256 - Comm. Development	5,432			5,432
400 - Capital Improvement	13,134			13,134
590 - Sewer	159,771	8,000		117,771
591 - Water	243,151	9,000		252,151
661 - Motor Pool	30,135			30,135
Total	\$ 1,222,709	\$ 89,925	\$ 79,725	\$ 1,392,859

Attachment:

Schedule of Computer Hardware and Software Maintenance and License Agreements

Schedule of Computer Hardware and Software Maintenance and License Agreements*

<u>Hardware / Software Name</u>	<u>Departments</u>	<u>Channel</u>	<u>FY2025 Budget</u>
Placer.AI	CED / Planning	Direct	\$ 32,000
Miller Consultations / Election Hardware Maintenance	Clerk	Direct	\$ 28,925
Tyler Technologies - New World ERP Suite	Enterprise	Direct	\$ 114,000
Zoom Accounts	Enterprise	Direct	\$ 8,000
Watchguard Security Suites	Enterprise	Reseller	\$ 25,000
VMWare	Enterprise	Reseller	\$ 17,000
VMWare Horizon (VDI)	Enterprise	Reseller	\$ 16,500
Veeam	Enterprise	Reseller	\$ 10,500
Cisco / Cisco SmartNet	Enterprise	Reseller	\$ 18,000
Databank / OnBase & Kofax Support	Enterprise	Reseller	\$ 36,500
BS&A - BS&A Software Suite	Enterprise	Direct	\$ 65,000
Microsoft M365 Suite	Enterprise	Reseller	\$ 145,000
Smarsh SMS Archiving	Enterprise / IT	Direct	\$ 23,000
Netwrix Auditor	Enterprise / IT	Reseller	\$ 9,500
US Signal - Backup as a Service	Enterprise / IT	Direct	\$ 14,000
Millennia / ITFusion - Mitel Phone Support	Enterprise / IT	Reseller	\$ 45,000
KnowBe4 Security Awareness Training	Enterprise / IT	Reseller	\$ 10,000
SAP Crystal Reports	Enterprise / IT	Reseller	\$ 8,500
Vermont Systems - RecTrac / MainTrac	Parks & Recreation	Direct	\$ 7,200
Core Technologies - CAM / TIMS / Talon	Public Safety	Direct	\$ 34,000
Flock Cameras	Public Safety	Direct	\$ 90,000
PowerDMS Inc - Power DMS / Power Engage	Public Safety	Direct	\$ 23,735
ImageTrend - Elite Fire Reporting	Public Safety	Direct	\$ 12,750
State of Michigan - AFIS	Public Safety	Direct	\$ 9,000
NetMotion	Public Safety	Reseller	\$ 7,500
Korterra	Public Works	Direct	\$ 6,800
AssetWorks - FleetFocus FA	Public Works / Motor Pool	Direct	\$ 24,500
Tritech Software Systems/ Lucity	Public Works / Utilities	Direct	\$ 78,500
Spatial Networks / Fulcrum	Public Works / Utilities	Direct	\$ 7,500
Bank-Up Check Processing System	Treasurer	Direct	\$ 15,600
Q-Mation / ThinManager	Utilities	Direct	\$ 50,000

*Significant items requiring Commission Approval

Schedule of Computer Hardware and Software Maintenance and License Agreements*

<u>Hardware / Software Name</u>	<u>Departments</u>	<u>Channel</u>	<u>FY2025 Budget</u>
Wonderware North / WonderWare (SCADA)	Utilities	Direct	\$ 57,000
TetraTech SCADA Support	Utilities	Direct	\$ 28,500
Aquatic Infomatics / WIMS	Utilities	Direct	\$ 18,000
Kendall Electric / Rockwell Automation (ControlLogix PLC)	Utilities	Direct	\$ 10,500
Aquatic Infomatics / Linko (3 years ending 6/30/26)	Utilities	Direct	\$ 24,000
Sensus AMI Solution	Utilities	Direct	\$ 34,000
Contingency (accommodate increase due to inflation)			\$ 50,000
			\$ 1,215,510

*Significant items requiring Commission Approval

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Gezon Pump Station HVAC Improvements	Century A&E Corporation	\$128,760.00

2. The City Council authorizes 5% contingency for the Gezon Pump Station HVAC Improvements.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

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 20, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

STAFF REPORT

Date: April 30, 2024

Subject: Engineering for Gezon Pump Station HVAC Improvements

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: May 20, 2024

RECOMMENDATION:

It is recommended the City Council award the bid as provided by Century A&E for the Engineering, Design, and Construction Oversight Services for Gezon Pump Station HVAC Improvements in the amount of \$128,760.00 plus an approximate 5% contingency for a total amount of \$135,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The existing HVAC systems at the Gezon pumping station are dilapidated and inefficient. Improving and modernizing these systems and their equipment will lower maintenance and energy costs and limit the deleterious effect humidity has on equipment and infrastructure. Stewardship of our assets, including the replacement of worn-out utility equipment, contributes to the efficiency of the plant process and prevents costly repairs that could potentially interrupt the day-to-day operations of the Gezon Pump Station.

DISCUSSION:

The Gezon Pump Station houses seven pumps, drawing from 20 million gallons of onsite drinking water storage to supply the City of Wyoming as well as wholesale customers Byron-Gaines and the City of Kentwood. Due to problematic and obsolete HVAC equipment, the existing HVAC systems at the Gezon Pump station were evaluated by Century A&E during an HVAC study for replacement recommendations and priority. The results included a list of ten HVAC areas ranked in priority for replacement based on age, performance, and critical nature.

Of the ten HVAC systems evaluated, almost all the equipment has exceeded its expected service life. The most critical equipment needing replacement is a 1964 Kewanee boiler that provides pump station heat, a 1965 Trane air handling unit that conditions the control room, and a 1994 Bry-Air dehumidifier that services the pipe gallery. In addition to the critical equipment and associated components, it is prudent the HVAC control system be updated for remote monitoring and control as the pump station is unmanned. Therefore, specifications were assembled for engineering, design, and construction oversight services for a Gezon Pump Station HVAC improvement project to address these areas of most need. The specifications were advertised on the City's website and a pre-bid meeting was held on Wednesday, March 13 with eight companies in attendance. On Tuesday, April 16, four bids were received, and they are as follows:

Bidding Firm	Bid Amount
Progressive AE, Inc.	\$58,292.50
Century A&E Corporation	\$128,760.00
Fishbeck	\$137,558.00
Donohue & Associates, Inc.	\$190,900.00

After utility staff review of the proposals, it is recommended that the bid be awarded to the 2nd low bidder, Century A&E, as the low bidder Progressive AE did not meet the bid specifications. Century A&E provided a thorough proposal, consistent with the bid specifications. They already have comprehensive knowledge and experience with the Gezon HVAC systems garnered during the Gezon HVAC study. A general summary of Century A&E's scope of work consists of the preparation of technical drawings and specifications, bidding and contract services, opinion of probable construction costs, submittal review, and oversight services during the construction phase.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant Capital Account #591-591-57300-986.444.



CITY OF
Wyoming
MICHIGAN

ENGINEERING AND DESIGN SERVICES FOR GEZON PUMP STATION HVAC IMPROVEMENTS PROJECT CONTRACT

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN

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 A&E Corporation

[Name of contracting entity]
Corporation
A _____
[State and type of entity, e.g., corporation, limited liability company, etc.]
277 Crahen Avenue NE

[Professional's street address]
Grand Rapids, MI 49525-3459

[Professional's city, state & zip]

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

Deliverables means the work products of Contractor's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: _____, 202_.

Proposal means Contractor's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A. S

Services or *Work* means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

5. This is the only agreement between the parties regarding City's engagement of Professional 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 Professional.

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

City of Wyoming

Contractor: Century A&E Corporation

By: _____
Kent Vanderwood, Mayor

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

Matthew A. Tipping, P.E., President

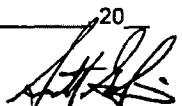
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: April 30, 2024

Date signed: _____²⁰

Approved as to form:



Scott G. Smith, City Attorney