

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, MAY 18, 2020, 7:00 P.M.**

**Notice of Electronic Meeting**

Due to Governor Whitmer’s Executive Order requiring nonessential personnel to stay at home, to avoid unneeded personal contact, and to otherwise minimize the spread of the COVID-19 virus during the pandemic, and in accordance with Executive Order 2020-75 allowing electronic meetings, the City of Wyoming City Council meeting on Monday, May 18, 2020, at 7:00 p.m., will be held electronically.

**Ways to Participate**

Participate via Zoom Meeting

The meeting will be conducted by telephone. Those wishing to participate in the meeting may join the Zoom meeting online or by phone.

Online

Visit at

<https://bit.ly/3bB25vj>

By Phone

Alternatively, those wishing to participate may call toll free.

1. Call 877-853-5257 or 888-475-4499
2. When prompted, enter meeting ID number 915 3945 8262 followed by the # key.

**Provide Public Comment**

- Email Comments – Email [CityCouncilComments@wyomingmi.gov](mailto:CityCouncilComments@wyomingmi.gov).
- By Phone – Call 616-228-6179 to leave a voice message up to 3 minutes in length by 5:00 p.m. on May 18, 2020.
- In Zoom Meeting – Follow the instructions above to join the Zoom meeting. Public comment will also be taken during certain times at the meeting.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Deb Kirgis, Resurrection Life Church
- 3) **Roll Call**
- 4) **Approval of Minutes**  
From the May 4, 2020 Regular Meeting
- 5) **Approval of Agenda**
- 6) **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. Please begin by providing your name and address. There is a 3 minute limit per person.*

**7:01 p.m.** To Receive Comment on the Proposed Amendments to the City of Wyoming Citizen Participation Plan

**7) 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. Please begin by providing your name and address. There is a 3 minute limit per person.*

**8) Presentations and Proclamations**

- a) Presentations
- b) Proclamations

**9) Petitions and Communications**

- a) Petitions
- b) Communications

**10) Reports from City Officers**

- a) From City Council
- b) From City Manager

**11) Consent Agenda**

**12) Resolutions**

- a) To Adopt Fiscal Year 2020-21 Wyoming City Budget and Property Tax Levy to be Known as the City's 2020-21 General Appropriations Act
- b) To Amend a Portion of the City of Wyoming Fee Schedule
- c) To Approve the 2021 Street and Utility Capital Improvement Program
- d) To Consider the City Manager's Performance
- e) To Amend the Community Development Block Grant Program Citizen Participation Plan for the City of Wyoming
- f) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of Grand Rapids

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

- g) To Approve Engagement of Mika Meyers PLC for Property Tax Appeal Legal Services
- h) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Resurfacing of Byron Center Avenue from 44<sup>th</sup> Street to M-6 Freeway (Budget Amendment No. 44)
- i) To Increase Spending Authorization with the Michigan Department of Transportation for the Widening of 54<sup>th</sup> Street from Haughey to US-131 (Budget Amendment No. 45)
- j) To Increase Spending Authorization with the Michigan Department of Transportation for the Interurban Trail Project
- k) To Accept a Proposal from Vredeveld Haefner LLC to Provide Internal Auditing and Financial Services and to Authorize the Mayor and City Clerk to Execute the Agreement
- l) To Accept a Proposal from Trojan Technologies to Provide Shop Drawings for UV Equipment and to Authorize the Mayor and City Clerk to Execute the Contract
- m) To Extend the Bid for Ballistic Vests
- n) For Award of Bid
  - 1. External Ballistic Vest Carriers and Equipment Pouches

**14) Ordinances**

**15) Informational Material**

**16) 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. There is a 3 minute limit per person.*

**17) Closed Session** (as necessary)

**18) Adjournment**

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

RESOLUTION TO ADOPT FISCAL YEAR 2020-21 WYOMING CITY BUDGET  
AND PROPERTY TAX LEVY TO BE KNOWN AS THE CITY'S 2020-21  
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 2019-20 fiscal year in accordance with those requirements.
2. Section 8.3 of the Charter and section 16 of the UBA Act require the City Council to hold a public hearing on the proposed budget and Section 16 of the UBA and 1963 (2<sup>nd</sup> Ex. Sess.) PA 43 require notice of that budget public hearing to be published in a certain form.
3. The City Council held public hearings on the proposed budget at its May 4, 2020 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 FY 21 *ad valorem* property taxes be levied at rates that, after adjustment by the "Headlee Amendment" millage reduction fraction of 0.9954, are slightly higher or slightly lower than the rates that would be levied if the separate 0.9769 base tax rate fraction (the oft-called "truth in taxation factor") was applied:

Authority & Purpose	FY 2020 Levy	BTRF Applied	Tax Rate Differential	Proposed Tax Levy FY 2021
City Charter §9.1				
General Operations	4.8571	4.7449	0.0898	4.8347
Fire Services	0.7430	0.7258	0.0136	0.7394
Police Services	1.2384	1.2098	0.0228	1.2326
Parks & Recreation	1.4860	1.4517	0.0274	1.4791
Sidewalks	0.1484	0.1450	0.0524	0.1974
Library Operations/ Park Capital	0.3665	0.3580	0.0068	0.3648
Capital Projects	1.5532	1.5173	-0.0213	1.4960
Public Safety	1.2383	1.2097	0.0251	1.2348
<b>Subtotals</b>	<b>11.6309</b>	<b>11.3622</b>	<b>0.2166</b>	<b>11.5788</b>
1917 PA 298				
Yard Waste	0.4000	0.3908	0.0092	0.4000
<b>TOTALS</b>	<b>12.0309</b>	<b>11.7530</b>	<b>0.2258</b>	<b>11.9788</b>

NOW, THEREFORE, BE IT RESOLVED:

1. As provided in Section 8.4 of the City Charter and in section 16 of the UBA Act, the budgets entitled, "All Fund – Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance Report" and "Annual Budget by Account Classification Report," copies of which

are attached and incorporated by reference, are adopted to be administered on an activity (department or component unit) level, as the estimated revenues and general appropriations of the City of Wyoming for the fiscal year ending June 30, 2021.

- The total mills of ad valorem property taxes to be levied and the purposes for which they are levied are as follows:

<b>Authority &amp; Purpose</b>	<b>Final Levy</b>
Charter	
General Operations	4.8347
Fire Services	0.7394
Police Services	1.2326
Parks & Recreation	1.4791
Sidewalks	0.1974
Library Operations/ Park Capital	0.3648
Capital Projects	1.4960
Public Safety	1.2348
<b>Charter millage rate total</b>	<b>11.5788</b>
State Law	
Yard Waste	0.4000
<b>TOTAL MILLAGE</b>	<b>11.9788</b>

- 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 the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular session held on May 18, 2020.

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

**ATTACHMENTS:**

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

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

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## STAFF REPORT

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Date: May 18, 2020

Subject: Fiscal Year 2021 Budget Changes

From: Kate Balfourt, Finance Director  
City of Wyoming Finance Department

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After the budget was published for the Public Hearing held on May 4, 2020, certain changes were made to that budget. Although these changes were discussed during the public hearing, the document on the website available for viewing did not reflect the changes, due to the timing of the posting. Following is a list of the changes made. The summaries provided within the budget being proposed for approval today reflect these changes.

- State grant revenues for the General Fund were reduced by \$281,523 to recognize the expected reduction in state shared revenue
- State grant revenues for the Major Streets Fund were reduced by \$600,000 to recognize the expected reduction in Act 51 funding
- Expenditures for the Major Streets Fund were reduced by \$2,800,000 due to the expected reduction in Act 51 funding for both FY 2020 and FY 2021
- State grant revenues for the Local Streets Fund were reduced by \$200,000 to recognize the expected reduction in Act 51 funding

Each of these changes are due to the anticipated impact of the COVID-19 pandemic.

The effect on the budget is as follows:

Fund	Net Surplus (Deficiency) as Originally Proposed	Net Change in Fund Balance or Working Capital Due to Change in Revenue and/or Expenditures	Net Surplus (Deficiency) after Change
General Fund	(\$1,995,946)	(\$281,523)	(\$2,277,469)
Major Streets Fund	(\$3,689,947)	\$2,200,000	(\$1,489,947)
Local Streets Fund	\$8,029	(\$200,000)	(\$191,971)

City of Wyoming  
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance  
Fiscal Year 2020 - 2021

	Estimated Beginning Fund Balance	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund	\$ 11,868,507	\$ 34,075,155	\$ 36,352,624	\$ (2,277,469)	\$ 9,591,038
Major Streets	2,269,607	6,895,000	8,384,947	(1,489,947)	779,660
Local Streets	445,939	2,035,000	2,226,971	(191,971)	253,968
Public Safety	67,574	2,844,625	2,844,625	-	67,574
Fire	2,476	1,679,171	1,679,171	-	2,476
Police	3,512	2,799,376	2,799,376	-	3,512
Parks & Recreation	377,229	3,997,124	3,916,302	80,822	458,051
Sidewalk Snow Removal	161,187	448,330	445,228	3,102	164,289
Solid Waste Disposal	648,672	917,430	1,046,972	(129,542)	519,130
Building Inspections	1,319,959	1,676,614	1,624,999	51,615	1,371,574
Community Dev. Block Grant	-	816,030	816,030	-	-
Indigent Defense	403	-	-	-	403
Drug Law Enforcement	50,444	-	44,000	(44,000)	6,444
Capital Improvement	921,278	3,397,230	3,058,917	338,313	1,259,591
Library Maintenance	1,426,699	885,920	734,406	151,514	1,578,213
Sewer Bond Reserve	3,465,483	-	-	-	3,465,483
Sewer Construction Reserve	1,036,381	100,000	1,000,000	(900,000)	136,381
Sewer*	13,649,905	20,922,000	23,243,095	(2,321,095)	11,328,810
Sewer Total	18,151,769	21,022,000	24,243,095	(3,221,095)	14,930,674
Water*	8,329,727	25,279,960	23,606,350	1,673,610	10,003,337
Water Construction Reserve	961,051	100,000	-	100,000	1,061,051
Water Bond Reserve	3,597,962	-	-	-	3,597,962
Water Total	12,888,740	25,379,960	23,606,350	1,773,610	14,662,350
Motor Pool*	2,411,386	3,967,072	3,812,977	154,095	2,565,481
Motor Pool Depreciation Reserve*	3,263,195	1,750,000	1,438,000	312,000	3,575,195
Motor Pool Total	5,674,581	5,717,072	5,250,977	466,095	6,140,676
Capital Projects Revolving	1,070,158	17,629	36,108	(18,479)	1,051,679
Total	<u>\$ 57,348,734</u>	<u>\$ 114,603,666</u>	<u>\$ 119,111,098</u>	<u>\$ (4,507,432)</u>	<u>\$ 52,841,302</u>
Less Transfers Between Funds		(9,898,172)	(9,898,172)		
Less Admin Fee Between Funds		(3,985,819)	(3,690,219)		
Grand Total Revenue and Expenditures		<u>100,719,675</u>	<u>105,522,707</u>		

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

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**  
**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 101 General Fund</b>				
Revenue				
Taxes	\$ 12,467,366	\$ 12,467,366	\$ 12,431,515	\$ 12,750,565
Licenses and Permits	1,050,000	1,050,000	1,067,000	1,023,000
Federal Grants	-	233,488	173,116	4,980
State Grants	7,376,848	7,473,172	6,977,943	6,901,089
Contributions from Local Units	283,680	463,680	404,940	278,358
Charges for Service	3,609,923	3,609,923	3,612,359	4,039,321
Fines and Forfeitures	1,700,000	1,700,000	1,400,000	1,500,000
Interest and Rentals	292,280	292,280	334,366	93,970
Other Revenues	134,300	178,210	157,610	135,700
Other Financing Sources	7,180,480	7,180,480	7,180,480	7,348,172
Revenue Totals	<u>34,094,877</u>	<u>34,648,599</u>	<u>33,739,329</u>	<u>34,075,155</u>
Expenditures				
Personnel Services	26,909,764	27,085,487	25,618,723	27,146,887
Supplies	623,751	652,987	623,881	672,438
Other Services and Charges	7,247,290	7,773,890	7,250,594	7,229,801
Capital Outlay	664,500	829,172	763,034	1,303,497
Transfers Out	-	7,161	7,161	-
Expenditure Totals	<u>35,445,305</u>	<u>36,348,697</u>	<u>34,263,393</u>	<u>36,352,624</u>
<b>Fund Total</b>	(1,350,428)	(1,700,098)	(524,064)	(2,277,469)
<b>Fund Balance, Beginning</b>	<u>12,392,571</u>	<u>12,392,571</u>	<u>12,392,571</u>	<u>11,868,507</u>
<b>Fund Balance, Ending</b>	<u>\$ 11,042,143</u>	<u>\$ 10,692,473</u>	<u>\$ 11,868,507</u>	<u>\$ 9,591,038</u>

Expenditure detail by program - See Next Page

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**  
**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Expenditure detail by program</b>				
10100-City Council	\$ 140,645	\$ 140,645	\$ 140,640	\$ 120,424
10300-City Council - Communication	37,900	72,100	47,100	59,000
13600-District Court	1,732,963	1,757,569	1,730,366	1,704,095
13610-District Court - Building	290,520	365,020	352,190	300,210
15100-District Court - Probation	403,020	708,288	574,871	413,599
17200-City Manager	1,549,470	1,549,470	1,399,070	1,540,386
20100-Finance - Accounting	990,210	990,210	871,735	922,887
25300-Finance - Treasurer	391,486	391,486	376,231	393,160
73200-Finance - Cable TV Commission	500,000	500,000	485,000	461,000
20900-Assessor	855,198	855,198	699,251	810,084
24700-Assessor - Board of Review	7,251	7,251	5,602	7,231
21000-Attorney - Legal Services	655,896	655,896	645,180	675,317
19100-City Clerk - Election	120,331	120,331	77,523	129,468
21500-City Clerk	575,924	575,924	534,060	571,303
24800-Purchasing - Central Services	108,766	108,766	108,511	108,511
26500-Purchasing - City Hall	1,230	1,230	1,222	2,450
25800-Information Technology	1,854,445	1,859,945	1,809,693	1,943,380
26700-Facilities Maintenance	447,887	461,210	436,165	373,816
30500-Police - Administration Services	1,506,008	1,544,390	1,500,603	1,435,072
30610-Police - Building	455,338	455,338	402,759	572,667
30700-Police - Records Management	383,347	383,347	347,531	409,853
31000-Police - Detective Bureau	2,837,812	2,837,812	2,781,261	2,844,279
31200-Police - Forensic Science Unit	705,423	707,531	699,274	787,453
31500-Police - Patrol	10,044,057	10,074,311	9,646,088	10,991,378
31506-Police - OHSP - Strategic Traffic	-	176,223	143,728	-
31600-Police - Crossing Guard	84,440	84,440	84,440	84,440
31700-Police - Senior Volunteer	11,150	7,633	3,090	-
32000-Police - Training	120,400	120,400	105,923	119,300
32100-Police - ACT 302 Training Funds	15,000	23,554	20,000	15,000
32500-Police - Communications/Dispatc	632,720	632,720	632,720	635,470
33400-Police - Jail	365,742	365,742	365,742	365,742
33700-Fire - Administration Services	460,397	460,397	434,973	483,559
33800-Fire - Buildings	550,033	571,704	570,404	286,323
33900-Fire - Fighting	4,508,910	4,519,815	4,485,998	4,844,538
33901-Fire - Dual Empl. Reserves	207,658	207,258	95,858	207,526
33902-Fire - Fighting - Paid on Call	161,663	161,263	80,515	159,897
34100-Fire - Prevention	283,396	284,196	196,657	290,699
42600-Fire - Civil Defense	8,325	8,325	8,325	8,365
40000-Planning	455,566	609,821	455,897	349,935
72800-Economic Development	20,000	20,000	20,000	20,000
44612-Public Works - Kentwood Hwys/€	1,580	1,580	-	1,575
44613-Public Works - Other Govt/Agenc	3,158	3,158	-	3,151
44800-Public Works - Street Lighting	950,040	950,040	870,036	890,080
75300-Community Outreach Programs	10,000	10,000	10,000	10,000
99900-Transfers Indigent Fund	-	7,161	7,161	-
	<u>\$ 35,445,305</u>	<u>\$ 36,348,698</u>	<u>\$ 34,263,393</u>	<u>\$ 36,352,624</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 110 Allocation Fund</b>				
Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenditures				
Personnel Services	163,853	163,853	142,944	138,792
Supplies	1,800	1,800	1,800	4,800
Other Services and Charges	10,844	10,844	10,917	11,209
Capital Outlay	-	-	-	-
Transfers Out	(176,497)	(176,497)	(155,661)	(154,801)
Expenditure Totals	-	-	-	-
<b>Fund Total</b>	-	-	-	-
<b>Fund Balance, Beginning</b>	-	-	-	-
<b>Fund Balance, Ending</b>	\$ -	\$ -	\$ -	\$ -
<b>Expenditure detail by program (before transfers out)</b>				
22800-HR/Risk Management	\$ -	\$ -	\$ -	\$ -
44100-Public Works - Administration	-	-	-	-
44700-Public Works - Engineering	-	-	-	-
	\$ -	\$ -	\$ -	\$ -

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 202 Major Streets Fund</b>				
<b>Revenue</b>				
Licenses and Permits	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000
Federal Grants	-	-	-	-
State Grants	6,700,000	6,700,000	6,240,000	6,560,000
Charges for Service	30,000	30,000	20,000	20,000
Interest and Rentals	30,000	30,000	46,000	5,000
Other Revenues	30,000	30,000	35,000	30,000
Transfers	-	-	-	-
Revenue Totals	<u>7,070,000</u>	<u>7,070,000</u>	<u>6,621,000</u>	<u>6,895,000</u>
<b>Expenditures</b>				
Personnel Services	1,417,284	1,417,284	1,365,660	1,384,107
Supplies	534,660	512,360	523,595	539,268
Other Services and Charges	1,704,026	1,741,326	1,624,720	1,761,572
Capital Outlay	4,770,000	2,503,982	3,000,000	4,700,000
Other Financing Sources	-	2,480,000	2,480,000	-
Expenditure Totals	<u>8,425,970</u>	<u>8,654,952</u>	<u>8,993,975</u>	<u>8,384,947</u>
<b>Fund Total</b>	(1,355,970)	(1,584,952)	(2,372,975)	(1,489,947)
<b>Fund Balance, Beginning</b>	<u>4,642,582</u>	<u>4,642,582</u>	<u>4,642,582</u>	<u>2,269,607</u>
<b>Fund Balance, Ending</b>	<u>\$ 3,286,611</u>	<u>\$ 3,057,629</u>	<u>\$ 2,269,607</u>	<u>\$ 779,660</u>
<b>Expenditure detail by program</b>				
46300-Street Maintenance	\$ 6,280,361	\$ 4,025,343	\$ 4,406,607	\$ 6,152,617
47400-Traffic Services	1,088,973	1,088,973	1,108,742	1,051,146
47800-Winter Maintenance	817,432	821,432	759,626	842,113
48300-Street Administration	239,204	239,204	239,000	339,071
48400-Transfers to Local Streets	-	2,480,000	2,480,000	-
	<u>\$ 8,425,970</u>	<u>\$ 8,654,952</u>	<u>\$ 8,993,975</u>	<u>\$ 8,384,947</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 203 Local Streets Fund</b>				
<b>Revenue</b>				
Licenses and Permits	\$ 25,000	\$ 25,000	\$ 20,000	\$ 20,000
Federal Grants	-	-	-	-
State Grants	2,000,000	2,000,000	1,840,000	1,980,000
Charges for Service	15,000	15,000	15,000	15,000
Interest and Rentals	5,000	5,000	11,000	5,000
Other Revenues	15,000	15,000	16,000	15,000
Other Financing Sources	-	2,480,000	2,480,000	-
Revenue Totals	<u>2,060,000</u>	<u>4,540,000</u>	<u>4,382,000</u>	<u>2,035,000</u>
<b>Expenditures</b>				
Personnel Services	880,834	880,834	818,762	911,539
Supplies	179,640	178,640	170,440	190,315
Other Services and Charges	969,827	985,827	907,253	1,125,117
Capital Outlay	-	2,616,239	2,260,000	-
Expenditure Totals	<u>2,030,301</u>	<u>4,661,540</u>	<u>4,156,455</u>	<u>2,226,971</u>
<b>Fund Total</b>	29,699	(121,540)	225,545	(191,971)
<b>Fund Balance, Beginning</b>	<u>220,394</u>	<u>220,394</u>	<u>220,394</u>	<u>445,939</u>
<b>Fund Balance, Ending</b>	<u>\$ 250,093</u>	<u>\$ 98,854</u>	<u>\$ 445,939</u>	<u>\$ 253,968</u>
<b>Expenditure detail by program</b>				
46300-Street Maintenance	\$ 889,327	\$ 3,520,566	\$ 3,128,723	\$ 958,425
47400-Traffic Services	360,939	360,939	364,402	361,394
47800-Winter Maintenance	673,888	673,888	557,330	643,079
48300-Street Administration	106,147	106,147	106,000	264,073
	<u>\$ 2,030,301</u>	<u>\$ 4,661,540</u>	<u>\$ 4,156,455</u>	<u>\$ 2,226,971</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 205 Public Safety Fund</b>				
Revenue				
Taxes	\$ 2,773,670	\$ 2,773,670	\$ 2,770,403	\$ 2,844,625
Interest and Rentals	13,500	13,500	4,000	-
Revenue Totals	<u>2,787,170</u>	<u>2,787,170</u>	<u>2,774,403</u>	<u>2,844,625</u>
Expenditures				
Transfers Out	<u>2,787,170</u>	<u>2,787,170</u>	<u>2,787,170</u>	<u>2,844,625</u>
Expenditure Totals	<u>2,787,170</u>	<u>2,787,170</u>	<u>2,787,170</u>	<u>2,844,625</u>
<b>Fund Total</b>	-	-	(12,767)	-
<b>Fund Balance, Beginning</b>	<u>80,341</u>	<u>80,341</u>	<u>80,341</u>	<u>67,574</u>
<b>Fund Balance, Ending</b>	<u>\$ 80,341</u>	<u>\$ 80,341</u>	<u>\$ 67,574</u>	<u>\$ 67,574</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 206 Fire Fund</b>				
Revenue				
Taxes	\$ 1,630,110	\$ 1,630,110	\$ 1,635,711	\$ 1,679,171
Interest and Rentals	<u>7,750</u>	<u>7,750</u>	<u>2,000</u>	<u>-</u>
Revenue Totals	<u>1,637,860</u>	<u>1,637,860</u>	<u>1,637,711</u>	<u>1,679,171</u>
Expenditures				
Transfers Out	<u>1,637,860</u>	<u>1,637,860</u>	<u>1,637,860</u>	<u>1,679,171</u>
Expenditure Totals	<u>1,637,860</u>	<u>1,637,860</u>	<u>1,637,860</u>	<u>1,679,171</u>
<b>Fund Total</b>	-	-	(149)	-
<b>Fund Balance, Beginning</b>	<u>2,625</u>	<u>2,625</u>	<u>2,625</u>	<u>2,476</u>
<b>Fund Balance, Ending</b>	<u>\$ 2,625</u>	<u>\$ 2,625</u>	<u>\$ 2,476</u>	<u>\$ 2,476</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 207 Police Fund</b>				
Revenue				
Taxes	\$ 2,717,550	\$ 2,717,550	\$ 2,726,207	\$ 2,799,376
Interest and Rentals	12,900	12,900	3,100	-
Revenue Totals	<u>2,730,450</u>	<u>2,730,450</u>	<u>2,729,307</u>	<u>2,799,376</u>
Expenditures				
Transfers Out	2,730,450	2,730,450	2,730,450	2,799,376
Expenditure Totals	<u>2,730,450</u>	<u>2,730,450</u>	<u>2,730,450</u>	<u>2,799,376</u>
<b>Fund Total</b>	-	-	(1,143)	-
<b>Fund Balance, Beginning</b>	<u>4,655</u>	<u>4,655</u>	<u>4,655</u>	<u>3,512</u>
<b>Fund Balance, Ending</b>	<u>\$ 4,655</u>	<u>\$ 4,655</u>	<u>\$ 3,512</u>	<u>\$ 3,512</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 208 Parks and Recreation Fund</b>				
Revenue				
Taxes	\$ 3,260,265	\$ 3,260,265	\$ 3,272,389	\$ 3,359,350
Federal Grants	205,070	1,456,475	1,455,400	213,699
State Grants	-	207,386	207,385	-
Contributions from Local Units	-	-	-	-
Charges for Service	319,207	326,207	261,360	313,730
Interest and Rentals	40,225	40,225	28,825	8,825
Other Revenues	131,260	148,116	102,215	101,520
Transfers	-	-	-	-
Revenue Totals	<u>3,956,027</u>	<u>5,438,674</u>	<u>5,327,574</u>	<u>3,997,124</u>
Expenditures				
Personnel Services	2,610,870	3,675,569	3,525,702	2,509,544
Supplies	125,022	238,074	234,012	122,488
Other Services and Charges	1,187,720	1,309,716	1,240,618	1,269,905
Capital Outlay	29,720	1,713,223	1,678,535	14,365
Expenditure Totals	<u>3,953,332</u>	<u>6,936,582</u>	<u>6,678,867</u>	<u>3,916,302</u>
<b>Fund Total</b>	2,695	(1,497,908)	(1,351,293)	80,822
<b>Fund Balance, Beginning</b>	<u>1,728,522</u>	<u>1,728,522</u>	<u>1,728,522</u>	<u>377,229</u>
<b>Fund Balance, Ending</b>	<u>\$ 1,731,217</u>	<u>\$ 230,614</u>	<u>\$ 377,229</u>	<u>\$ 458,051</u>
<b>Expenditure detail by program</b>				
75200-Parks and Rec Administration	\$ 770,337	\$ 787,407	\$ 740,030	\$ 804,808
75600-Parks and Rec - Facilities	1,947,594	3,633,039	3,539,409	1,957,141
75800-Parks and Rec - Senior Center	448,413	493,609	412,810	425,637
76100-Recreation	581,900	581,900	547,063	515,001
76110-21st Century Cohort I-1	29,301	56,032	55,420	-
76111-21st Century Cohort I-2	29,302	52,327	51,867	-
76112-21st Century Cohort K	146,485	536,411	536,411	89,758
76113-21st Century Cohort L-1	-	567,385	567,385	89,758
76114-21st Century Cohort L-2	-	228,472	228,472	34,199
	<u>\$ 3,953,332</u>	<u>\$ 6,936,582</u>	<u>\$ 6,678,867</u>	<u>\$ 3,916,302</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 211 Sidewalk Fund</b>				
Revenue				
Taxes	\$ 325,920	\$ 325,920	\$ 326,875	\$ 448,330
Interest and Rentals	6,900	6,900	6,000	-
Revenue Totals	<u>332,820</u>	<u>332,820</u>	<u>332,875</u>	<u>448,330</u>
Expenditures				
Personnel Services	43,119	43,119	20,766	-
Supplies	4,000	1,000	1,000	-
Other Services and Charges	399,632	472,632	466,525	445,228
Expenditure Totals	<u>446,751</u>	<u>516,751</u>	<u>488,291</u>	<u>445,228</u>
<b>Fund Total</b>	(113,931)	(183,931)	(155,416)	3,102
<b>Fund Balance, Beginning</b>	<u>316,603</u>	<u>316,603</u>	<u>316,603</u>	<u>161,187</u>
<b>Fund Balance, Ending</b>	<u>\$ 202,672</u>	<u>\$ 132,672</u>	<u>\$ 161,187</u>	<u>\$ 164,289</u>
<b>Expenditure detail by program</b>				
17500-Administration	\$ 26,560	\$ 26,560	\$ 27,000	\$ 39,228
44200-Snow Removal	330,000	400,000	395,000	406,000
44210-Sidewalk Repair	90,191	90,191	66,291	-
	<u>\$ 446,751</u>	<u>\$ 516,751</u>	<u>\$ 488,291</u>	<u>\$ 445,228</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 230 Solid Waste Disposal Fund</b>				
Revenue				
Taxes	\$ 887,665	\$ 887,665	\$ 891,610	\$ 912,430
Interest and Rentals	16,700	16,700	15,000	5,000
Reimbursements	-	-	120	-
Revenue Totals	<u>904,365</u>	<u>904,365</u>	<u>906,730</u>	<u>917,430</u>
Expenditures				
Personnel Services	312,813	312,813	287,659	289,567
Supplies	3,100	3,100	1,600	4,600
Other Services and Charges	621,383	621,383	546,071	602,805
Capital Outlay	50,000	50,000	35,000	150,000
Expenditure Totals	<u>987,296</u>	<u>987,296</u>	<u>870,330</u>	<u>1,046,972</u>
<b>Fund Total</b>	(82,931)	(82,931)	36,400	(129,542)
<b>Fund Balance, Beginning</b>	<u>612,272</u>	<u>612,272</u>	<u>612,272</u>	<u>648,672</u>
<b>Fund Balance, Ending</b>	<u>\$ 529,341</u>	<u>\$ 529,341</u>	<u>\$ 648,672</u>	<u>\$ 519,130</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 249 Building Inspection Fund</b>				
<b>Revenue</b>				
Licenses and Permits	\$ 1,454,941	\$ 1,454,941	\$ 1,614,026	\$ 1,518,764
Federal Grants	55,000	55,000	60,760	55,000
Charges for Service	62,510	62,510	76,500	72,850
Fines and Forfeitures	15,200	15,200	13,000	19,000
Interest and Rentals	5,000	5,000	14,500	-
Other Revenues	11,000	11,000	11,000	11,000
Revenue Totals	<u>1,603,651</u>	<u>1,603,651</u>	<u>1,789,786</u>	<u>1,676,614</u>
<b>Expenditures</b>				
Personnel Services	1,274,660	1,274,660	1,240,684	1,255,842
Supplies	14,293	14,293	10,676	17,890
Other Services and Charges	294,100	293,800	282,033	349,407
Capital Outlay	1,033	1,333	970	1,860
Expenditure Totals	<u>1,584,086</u>	<u>1,584,086</u>	<u>1,534,363</u>	<u>1,624,999</u>
<b>Fund Total</b>	19,565	19,565	255,423	51,615
<b>Fund Balance, Beginning</b>	<u>1,064,536</u>	<u>1,064,536</u>	<u>1,064,536</u>	<u>1,319,959</u>
<b>Fund Balance, Ending</b>	<u>\$ 1,084,101</u>	<u>\$ 1,084,101</u>	<u>\$ 1,319,959</u>	<u>\$ 1,371,574</u>
<b>Expenditure detail by program</b>				
37100-Permits	\$ 767,219	\$ 764,082	\$ 825,125	\$ 801,530
37210-Code Enforcement-Other	296,264	297,204	198,202	275,742
37220-Code Enforcement-CDBG Eligible	119,741	120,394	163,530	143,519
37300-Rental Program	275,516	277,060	237,680	267,911
72200-Zoning and Other Programs	125,346	125,346	109,826	136,297
	<u>\$ 1,584,086</u>	<u>\$ 1,584,086</u>	<u>\$ 1,534,363</u>	<u>\$ 1,624,999</u>

City of Wyoming, Michigan  
**Annual Budget by Account Classification**

Summary

	2020 Adopted Budget	2020 Amended Budget	2020 Estimated Amount	2021 Proposed
<b>Fund: 256 Community Development Fund</b>				
Revenue				
Federal Grants	\$ 641,707	\$ 692,657	\$ 576,419	\$ 695,030
Interest and Rentals	13,800	13,800	9,247	13,800
Other Revenues	107,200	107,200	107,100	107,200
Other Financing Sources	-	-	-	-
Revenue Totals	<u>762,707</u>	<u>813,657</u>	<u>692,766</u>	<u>816,030</u>
Expenditures				
Personnel Services	160,212	188,250	149,574	151,896
Supplies	640	640	600	840
Other Services and Charges	601,855	624,767	542,592	638,651
Capital Outlay	-	-	-	24,643
Expenditure Totals	<u>762,707</u>	<u>813,657</u>	<u>692,766</u>	<u>816,030</u>
<b>Fund Total</b>	-	-	-	-
<b>Fund Balance, Beginning</b>	-	-	-	-
<b>Fund Balance, Ending</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Expenditure detail by program</b>				
17520-Administration 2020	122,682	122,682	114,811	-
17521-Administration 2021	-	-	-	122,575
69119-Rehabilitation 2019	-	32,538	32,537	-
69120-Rehabilitation 2020	93,516	93,516	56,254	20,000
69121-Rehabilitation 2021	-	-	-	86,657
69219-CDBG Activities 2019	90,772	109,184	109,184	-
69220-CDBG Activities 2020	455,737	455,737	379,980	96,238
69221-CDBG Activities 2021	-	-	-	490,560
	<u>\$ 762,707</u>	<u>\$ 813,657</u>	<u>\$ 692,766</u>	<u>\$ 816,030</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 260 Indigent Defense Fund</b>				
Revenue				
State Grants	\$ -	\$ 209,369	\$ 209,369	\$ -
Interest and Rentals	-	-	1,372	-
Transfers	-	7,161	7,161	-
Revenue Totals	<u>-</u>	<u>216,530</u>	<u>217,902</u>	<u>-</u>
Expenditures				
Personnel Services	-	31,832	31,831	-
Supplies	-	17,096	17,096	-
Other Services and Charges	-	312,572	312,572	-
Capital Outlay	-	20,000	20,000	-
Expenditure Totals	<u>-</u>	<u>381,499</u>	<u>381,499</u>	<u>-</u>
<b>Fund Total</b>	-	(164,969)	(163,597)	-
<b>Fund Balance, Beginning</b>	<u>164,000</u>	<u>164,000</u>	<u>164,000</u>	<u>403</u>
<b>Fund Balance, Ending</b>	<u>\$ 164,000</u>	<u>\$ (969)</u>	<u>\$ 403</u>	<u>\$ 403</u>

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

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 265 Drug Law Enforcement Fund</b>				
Revenue				
Fines and Forfeitures	\$ -	\$ -	\$ 16,944	\$ -
Interest and Rentals	-	-	1,308	-
Miscellaneous Income	-	-	22,839	-
Revenue Totals	<u>-</u>	<u>-</u>	<u>41,091</u>	<u>-</u>
Expenditures				
Capital Outlay	45,000	45,000	45,000	44,000
Transfers Out	-	-	-	-
Expenditure Totals	<u>45,000</u>	<u>45,000</u>	<u>45,000</u>	<u>44,000</u>
<b>Fund Total</b>	(45,000)	(45,000)	(3,909)	(44,000)
<b>Fund Balance, Beginning</b>	<u>54,353</u>	<u>54,353</u>	<u>54,353</u>	<u>50,444</u>
<b>Fund Balance, Ending</b>	<u>\$ 9,353</u>	<u>\$ 9,353</u>	<u>\$ 50,444</u>	<u>\$ 6,444</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**  
**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 400 Capital Improvement Fund</b>				
Revenue				
Taxes	\$ 3,407,882	\$ 3,407,882	\$ 3,419,105	\$ 3,397,230
Federal Grants	-	-	-	-
Contributions from Local Units	-	-	-	-
Charges for Service	-	-	107,000	-
Interest and Rentals	63,000	63,000	50,000	-
Other Revenues	-	-	-	-
Revenue Totals	<u>3,470,882</u>	<u>3,470,882</u>	<u>3,576,105</u>	<u>3,397,230</u>
Expenditures				
Personnel Services	723,598	729,598	730,555	721,635
Supplies	2,720	2,720	2,840	6,740
Other Services and Charges	448,701	465,701	489,915	329,542
Capital Outlay	3,541,000	3,827,031	3,711,000	2,001,000
Transfers Out	-	-	-	-
Expenditure Totals	<u>4,716,019</u>	<u>5,025,050</u>	<u>4,934,310</u>	<u>3,058,917</u>
<b>Fund Total</b>	(1,245,137)	(1,554,168)	(1,358,205)	338,313
<b>Fund Balance, Beginning</b>	<u>2,279,483</u>	<u>2,279,483</u>	<u>2,279,483</u>	<u>921,278</u>
<b>Fund Balance, Ending</b>	<u>\$ 1,034,346</u>	<u>\$ 725,315</u>	<u>\$ 921,278</u>	<u>\$ 1,259,591</u>
<b>Expenditure detail by program</b>				
17500-Administration	\$ 1,176,019	\$ 1,202,019	\$ 1,224,310	\$ 1,058,917
45200-Storm Water Construction	540,000	629,932	520,000	-
50200-Major Street Construction	-	193,099	190,000	-
50300-Local Street Construction	-	-	-	-
57300-Capital Outlay Watermain	3,000,000	3,000,000	3,000,000	2,000,000
99900-Transfers	-	-	-	-
	<u>\$ 4,716,019</u>	<u>\$ 5,025,050</u>	<u>\$ 4,934,310</u>	<u>\$ 3,058,917</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 401 Library Maintenance &amp; Capital Fund</b>				
Revenue				
Taxes	\$ 803,840	\$ 803,840	\$ 805,252	\$ 823,380
Contributions from Local Units	61,540	61,540	61,540	61,540
Interest and Rentals	15,200	15,200	18,900	1,000
Other Revenues	-	-	-	-
Revenue Totals	<u>880,580</u>	<u>880,580</u>	<u>885,692</u>	<u>885,920</u>
Expenditures				
Personnel Services	96,526	96,526	88,651	98,232
Supplies	22,700	22,700	22,000	22,700
Other Services and Charges	289,025	289,025	267,831	279,474
Capital Outlay	119,500	217,500	217,500	334,000
Expenditure Totals	<u>527,751</u>	<u>625,751</u>	<u>595,982</u>	<u>734,406</u>
<b>Fund Total</b>	352,829	254,829	289,710	151,514
<b>Fund Balance, Beginning</b>	<u>1,136,989</u>	<u>1,136,989</u>	<u>1,136,989</u> *	<u>1,426,699</u>
<b>Fund Balance, Ending</b>	<u>\$ 1,489,818</u>	<u>\$ 1,391,818</u>	<u>\$ 1,426,699</u>	<u>\$ 1,578,213</u>
<b>Expenditure detail by program</b>				
17500-Administration	\$ 45,445	\$ 45,445	\$ 45,445	\$ 42,976
26700-Facility Maintenance	399,306	424,306	394,537	357,430
75600-Parks Facility Capital Outlay	83,000	156,000	156,000	334,000
	<u>\$ 527,751</u>	<u>\$ 625,751</u>	<u>\$ 595,982</u>	<u>\$ 734,406</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 588 Sewer - Bond and Interest Fund</b>				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	-	-	-	-
<b>Fund Total</b>	-	-	-	-
<b>Net Position, Beginning</b>	3,465,483	3,465,483	3,465,483	3,465,483
<b>Net Position, Ending</b>	<u>\$ 3,465,483</u>	<u>\$ 3,465,483</u>	<u>\$ 3,465,483</u>	<u>\$ 3,465,483</u>

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

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 589 Sewer - Construction Reserve</b>				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Other Financing Sources	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
Revenue Totals	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
Expenditures				
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,000,000</u>
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,000,000</u>
<b>Fund Total</b>	100,000	100,000	100,000	(900,000)
<b>Net Position, Beginning</b>	<u>936,381</u>	<u>936,381</u>	<u>936,381</u>	<u>1,036,381</u>
<b>Net Position, Ending</b>	<u>\$ 1,036,381</u>	<u>\$ 1,036,381</u>	<u>\$ 1,036,381</u>	<u>\$ 136,381</u>

This fund retains transfers set aside for future capacity expansion projects.

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 590 Sewer Fund</b>				
Revenue				
State Grants	\$ -	\$ -	\$ -	\$ -
Contributions from Local Units	417,000	417,000	417,000	417,000
Charges for Service	18,270,000	18,270,000	19,020,000	19,275,000
Fines and Forfeitures	160,000	160,000	180,000	180,000
Interest and Rentals	230,150	230,150	269,000	30,000
Other Revenues	15,000	15,000	110,000	20,000
Other Financing Sources	-	-	-	1,000,000
Revenue Totals	<u>19,092,150</u>	<u>19,092,150</u>	<u>19,996,000</u>	<u>20,922,000</u>
Expenditures				
Personnel Services	4,738,979	4,738,979	4,685,680	4,296,287
Supplies	833,507	866,783	886,500	964,499
Other Services and Charges	8,003,250	8,039,397	7,951,145	8,475,842
Capital Outlay	5,580,000	7,161,288	2,597,500	5,935,000
Debt Service	3,474,536	3,474,536	3,475,499	3,471,467
Transfers Out	100,000	100,000	100,000	100,000
Expenditure Totals	<u>22,730,272</u>	<u>24,380,983</u>	<u>19,696,324</u>	<u>23,243,095</u>
<b>Fund Total</b>	(3,638,122)	(5,288,833)	299,676	(2,321,095)
<b>Working Capital, Beginning</b>	<u>13,350,229</u>	<u>13,350,229</u>	<u>13,350,229</u>	<u>13,649,905</u>
<b>Working Capital, Ending*</b>	<u>\$ 9,712,107</u>	<u>\$ 8,061,396</u>	<u>\$ 13,649,905</u>	<u>\$ 11,328,810</u>

\*Working capital excludes Funds 588 and 589

Expenditure detail by program - See Next Page

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Expenditure detail by program</b>				
54200-Transmission	\$ 1,584,479	\$ 1,606,526	\$ 1,593,326	\$ 1,615,326
54400-Capital Outlay	1,450,000	1,450,000	720,000	620,000
54100-Administration Services	2,013,479	2,013,479	2,021,667	2,068,948
54300-Treatment	8,139,484	8,161,728	8,067,980	8,216,762
54310-Treatment-Lab Services	762,015	762,015	719,668	755,855
54400-Capital Outlay	4,110,000	5,637,698	1,800,000	5,235,000
54700-Industrial Pretreatment	587,984	587,984	587,051	544,998
54800-GVRBA Operations-Land Appl	470,813	549,535	581,853	574,069
54801-GVRBA Operations-Pump House	37,482	37,482	29,280	40,670
92500-Revenue Bonds	3,474,536	3,474,536	3,475,499	3,471,467
99900-Transfers	100,000	100,000	100,000	100,000
	<u>\$ 22,730,272</u>	<u>\$ 24,380,983</u>	<u>\$ 19,696,324</u>	<u>\$ 23,243,095</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 591 Water Fund</b>				
Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
State Grants	-	-	-	-
Charges for Service	22,107,130	22,107,130	21,594,315	22,339,960
Fines and Forfeitures	140,000	140,000	150,000	150,000
Interest and Rentals	200,000	200,000	400,000	160,000
Other Revenues	280,000	280,000	1,095,082	2,630,000
Other Financing Sources	-	-	-	-
Revenue Totals	<u>22,727,130</u>	<u>22,727,130</u>	<u>23,239,397</u>	<u>25,279,960</u>
Expenditures				
Personnel Services	6,254,542	6,254,542	5,938,926	5,671,280
Supplies	1,627,463	1,573,213	1,442,985	1,564,886
Other Services and Charges	5,501,078	5,743,312	5,236,893	5,303,056
Capital Outlay	6,350,000	10,917,722	8,090,000	4,145,000
Debt Service	6,809,341	6,809,341	6,817,679	6,822,128
Transfers Out	100,000	100,000	100,000	100,000
Expenditure Totals	<u>26,642,424</u>	<u>31,398,130</u>	<u>27,626,483</u>	<u>23,606,350</u>
<b>Fund Total</b>	(3,915,294)	(8,671,000)	(4,387,086)	1,673,610
<b>Working Capital, Beginning</b>	<u>12,716,813</u>	<u>12,716,813</u>	<u>12,716,813</u>	<u>8,329,727</u>
<b>Working Capital, Ending*</b>	<u>\$ 8,801,519</u>	<u>\$ 4,045,813</u>	<u>\$ 8,329,727</u>	<u>\$ 10,003,337</u>

*\*Working capital excludes Funds 592 and 593*

**Expenditure detail by program - See Next Page**

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

	<b>Summary</b>			
	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Expenditure detail by program</b>				
56200-T and D - Mains	\$ 1,456,559	\$ 1,456,059	\$ 1,380,306	\$ 1,496,013
56600-T and D - Hydrants	107,466	107,966	120,996	108,661
56700-T and D - Services	1,381,389	1,381,389	1,367,431	1,420,105
57300-Capital Outlay	350,000	2,988,955	2,670,000	1,120,000
57400-Installation of Service	22,239	22,239	19,672	23,178
55100-Administration	1,524,464	1,524,464	1,568,221	1,303,143
55300-Pumping and Treatment	6,318,005	6,384,989	5,588,548	5,588,791
55310-Pumping & Treatment-Lab Servic	606,010	606,010	568,482	554,185
55800-T and D - Storage/E of Gezon	16,203	16,203	19,466	20,114
55900-T and D - Gezon Station	503,330	624,330	599,423	514,134
56100-T and D - Storage/W of Gezon	34,955	34,955	43,126	48,587
56300-T and D - Pipeline to Gezon	171,064	171,064	167,723	154,497
56400-T and D - Pipeline Meters	75,147	75,147	68,946	67,604
56500-T and D - Meters	574,521	574,521	546,032	677,425
56900-Customer Accounting	591,731	591,731	560,432	562,785
57000-Ottawa County	3,340,119	3,340,119	3,340,119	3,340,718
57300-Capital Outlay	6,000,000	7,928,767	5,420,000	3,025,000
92500-Revenue Bonds	3,469,222	3,469,222	3,477,560	3,481,410
99900-Transfers	100,000	100,000	100,000	100,000
	<u>\$ 26,642,424</u>	<u>\$ 31,398,130</u>	<u>\$ 27,626,483</u>	<u>\$ 23,606,350</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 592 Water - Construction Reserve Fun</b>				
Revenue				
Interest and Rentals				
Other Financing Sources	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Revenue Totals	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Total</b>	100,000	100,000	100,000	100,000
<b>Net Position, Beginning</b>	<u>861,051</u>	<u>861,051</u>	<u>861,051</u>	<u>961,051</u>
<b>Net Position, Ending</b>	<u>\$ 961,051</u>	<u>\$ 961,051</u>	<u>\$ 961,051</u>	<u>\$ 1,061,051</u>

This fund retains transfers set aside for future capacity expansion projects.

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 593 Water - Bonds and Interest</b>				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Total</b>	-	-	-	-
<b>Net Position, Beginning</b>	<u>3,597,962</u>	<u>3,597,962</u>	<u>3,597,962</u>	<u>3,597,962</u>
<b>Net Position, Ending</b>	<u>\$ 3,597,962</u>	<u>\$ 3,597,962</u>	<u>\$ 3,597,962</u>	<u>\$ 3,597,962</u>

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

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 661 Motor Pool Fund</b>				
<b>Revenue</b>				
Federal Grants				
Charges for Service	30,000	30,000	35,000	30,000
Interest and Rentals	3,999,810	3,999,810	3,864,808	3,937,072
Other Revenues	-	-	-	-
<b>Revenue Totals</b>	<u>4,029,810</u>	<u>4,029,810</u>	<u>3,899,808</u>	<u>3,967,072</u>
<b>Expenditures</b>				
Personnel Services	775,156	775,156	743,530	708,439
Supplies	701,940	649,940	641,800	685,950
Other Services and Charges	802,806	879,806	846,100	843,588
Transfers Out	1,609,000	1,609,000	1,609,000	1,575,000
<b>Expenditure Totals</b>	<u>3,888,902</u>	<u>3,913,902</u>	<u>3,840,430</u>	<u>3,812,977</u>
<b>Fund Total</b>	140,908	115,908	59,378	154,095
<b>Working Capital, Beginning</b>	<u>2,352,008</u>	<u>2,352,008</u>	<u>2,352,008</u>	<u>2,411,386</u>
<b>Working Capital, Ending</b>	<u>\$ 2,492,916</u>	<u>\$ 2,467,916</u>	<u>\$ 2,411,386</u>	<u>\$ 2,565,481</u>
			Fund 662	\$ 3,575,195
			Total Working Capital Between Fund 661/662	<u>\$ 6,140,676</u>
<b>Expenditure detail by program</b>				
58100-Administration Fee	\$ 238,833	\$ 238,833	\$ 245,829	\$ 238,255
58200-Equipment Operations	1,642,339	1,642,339	1,627,252	1,637,191
58300-Building	398,730	423,730	358,349	362,531
99900-Transfers	1,609,000	1,609,000	1,609,000	1,575,000
	<u>\$ 3,888,902</u>	<u>\$ 3,913,902</u>	<u>\$ 3,840,430</u>	<u>\$ 3,812,977</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**

**Summary**

	<b>2020 Adopted Budget</b>	<b>2020 Amended Budget</b>	<b>2020 Estimated Amount</b>	<b>2021 Proposed</b>
<b>Fund: 662 Motor Pool - Depreciation Res</b>				
Revenue				
Grants	\$ -	\$ -	\$ -	\$ -
Interest and Rentals	15,000	15,000	-	-
Other Revenues	170,000	170,000	110,000	175,000
Other Financing Sources	<u>1,609,000</u>	<u>1,609,000</u>	<u>1,609,000</u>	<u>1,575,000</u>
Revenue Totals	<u>1,794,000</u>	<u>1,794,000</u>	<u>1,719,000</u>	<u>1,750,000</u>
Expenditures				
Capital Outlay	<u>1,277,960</u>	<u>1,755,712</u>	<u>1,582,000</u>	<u>1,438,000</u>
Expenditure Totals	<u>1,277,960</u>	<u>1,755,712</u>	<u>1,582,000</u>	<u>1,438,000</u>
<b>Fund Total</b>	516,040	38,288	137,000	312,000
<b>Net Position, Beginning</b>	<u>3,126,195</u>	<u>3,126,195</u>	<u>3,126,195</u>	<u>3,263,195</u>
<b>Net Position, Ending</b>	<u>\$ 3,642,235</u>	<u>\$ 3,164,483</u>	<u>\$ 3,263,195</u>	<u>\$ 3,575,195</u>

**City of Wyoming, Michigan**  
**Annual Budget by Account Classification**  
**Summary**

	<u>2020 Adopted Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Estimated Amount</u>	<u>2021 Proposed</u>
<b>Fund: 800 Capital Projects Revolving Fund</b>				
Revenue				
Taxes	\$ 2,698	\$ 2,698	\$ 12,868	\$ 2,389
Interest and Rentals	\$ 9,000	\$ 9,000	\$ 35,300	\$ 9,000
Other Revenues	16,734	16,734	455,619	6,240
Revenue Totals	<u>28,432</u>	<u>28,432</u>	<u>503,787</u>	<u>17,629</u>
Expenditures				
Other Services and Charges	40,932	40,932	40,932	36,108
Capital Outlay	150,000	1,797,222	1,619,402	-
Transfers	-	-	-	-
Expenditure Totals	<u>190,932</u>	<u>1,838,154</u>	<u>1,660,334</u>	<u>36,108</u>
<b>Fund Total</b>	(162,500)	(1,809,722)	(1,156,547)	(18,479)
<b>Fund Balance, Beginning</b>	<u>2,226,705</u>	<u>2,226,705</u>	<u>2,226,705</u>	<u>1,070,158</u>
<b>Fund Balance, Ending</b>	<u>\$ 2,064,205</u>	<u>\$ 416,983</u>	<u>\$ 1,070,158</u>	<u>\$ 1,051,679</u>

- The capital outlay for FY 2020 is related to Jackson Park improvements and Gezon Park planning costs.
- Expenses for FY 2021 reflect the gypsy moth assessment and postage for mailings.

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. Section X of the existing Fee Schedule is in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section X - Utilities effective July 1, 2020.

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 18, 2020.

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

ATTACHMENT:

Proposed Fee Schedule

**ALL CHANGES ARE IN BOLD**

**X - UTILITIES**

These fees will be effective as of **July 1, 2020**.

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	\$0.158 <b><u>\$0.166</u></b>
SS	Up to 260 mg/L	> 260 mg/L
Rate/lb.	\$0.00	\$0.196 <b><u>\$0.232</u></b>
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	\$1.59 <b><u>\$2.38</u></b>
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	\$0.126 <b><u>\$0.122</u></b>
Ammonia	Up to 32 mg/L	> 32 mg/L
Rate/lb.	\$0.00	\$0.14 <b><u>\$0.28</u></b>

### INSTALLATIONS

Water Meters\*:

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

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

### Water Service Installation to Stop Box Only

1"	1,750.00
1.5"	2,727.00
2"	2,727.00

Watermain Tapping                      Actual cost plus 25%

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 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 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 Utilities.

Water Meter Size	Charges	
5/8 inch	\$ 23.66	<b><u>24.01</u></b>
1 inch	48.51	<b><u>49.24</u></b>
1 1/2 inch	104.11	<b><u>105.67</u></b>
2 inch	160.91	<b><u>163.32</u></b>
3 inch	279.21	<b><u>283.40</u></b>
4 inch	521.75	<b><u>529.58</u></b>
6 inch	1,074.71	<b><u>1,090.83</u></b>
8 inch	1,808.96	<b><u>1,836.09</u></b>

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

Quantity steps applicable rate, per 100 cubic feet: \$1.35 **1.48**

## SEWER SERVICE

Quarterly Ready-to-Serve Charge 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 Utilities.

Water Meter Size	Charges	
5/8 inch or no meter	\$ 17.69	<u>17.96</u>
1 inch	30.89	<u>31.35</u>
1 1/2 inch	57.33	<u>58.19</u>
2 inch	83.70	<u>84.96</u>
3 inch	202.56	<u>205.60</u>
4 inch	334.64	<u>339.66</u>
6 inch	664.73	<u>674.70</u>
8 inch	994.85	<u>1,009.77</u>
12 inch	1,528.39	<u>1,551.32</u>

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):

per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: \$2.94

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, 2020**, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be \$47.04 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	
<b><u>Deposit for Hydrant Backflow Preventor</u></b>	<b><u>500.00</u></b>	
Water Construction Fee (60 days)	67.50	<b><u>74.00</u></b>
Pool Filling Permit:		
Homeowner and contractor	67.50	<b><u>74.00</u></b>
Miscellaneous Hydrant Usage:		
Used one day	67.50	<b><u>74.00</u></b>
Used after first day	67.50	<b><u>74.00</u></b>
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 THE 2021 STREET AND UTILITY  
CAPITAL IMPROVEMENT PROGRAM

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the 2021 Street and Utility Capital Improvements Program.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2020.

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

ATTACHMENTS:  
Staff Report  
2021 Street and Utility Capital Improvement Program

## STAFF REPORT

Date: May 6, 2020

Subject: 2021 Street & Utility Capital Improvement Program

From: Myron Erickson, Director of Public Works

Date of Meeting: May 18, 2020

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### RECOMMENDATION:

It is recommended that the City Council approve the attached street and utility capital program for 2021.

### COMMUNITY, SAFETY, STEWARDSHIP:

Maintaining and improving Wyoming's street and utility systems is critical to protecting public health and providing essential service to Wyoming residents and customers. Therefore, continual investment in Wyoming's street and utility infrastructure is essential to the long-term financial health and stability of the community and the West Michigan region. Many of the proposed street and utility capital improvements have a direct positive impact on the environment, from improved wastewater treatment processes to reductions in traffic congestion and associated air quality impacts.

### DISCUSSION:

An updated copy of Wyoming's street and utility capital improvement program is attached for the City Council's review and approval. Many of the project schedules and cost estimates have been revised since the City Council's review and approval in May 2019. This program totals approximately \$290 million, including \$62 million for ongoing debt service.

Wyoming proposes to invest \$60 million, or nearly \$7 million per year, in street resurfacing. Approximately \$12 million or 20% of this amount will come from federal transportation funding. \$39 million will come from state motor fuel tax revenue. In order to adequately maintain the City's 650 lane miles of major and local streets, Wyoming needs to invest at least \$5.5 million each year.

Wyoming proposes to invest \$24 million in the sewer collection and treatment system. This includes \$16 million at the CWP, \$5.7 million for sewer main lining, and \$2.2 million for advanced meter infrastructure. The remaining sewer debt will be paid off in 2026.

Wyoming proposes to invest \$134 million in the water treatment, transmission, and distribution system, including \$95 million for the WTP, \$37 million for water main replacement, and \$2 million for advanced meter infrastructure. Ottawa County will contribute \$54 million toward the cost of these improvements. The annual water debt service will average \$3.4 million.

### BUDGET IMPACT:

The budget impacts are identified in the above discussion information.

CAPITAL IMPROVEMENT PROGRAM SUMMARY

2021 Draft  
5/6/20

Revenues and Expenditures (\$000)

	Fiscal Year										Total
	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29		
	Millage Rate										
	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	1.49	
<b>REVENUES AND OTHER SOURCES</b>											
SSWI Millage	3,400	3,470	3,540	3,610	3,680	3,750	3,830	3,910	3,990		33,180
Interest	0	40	40	40	40	40	40	40	40		320
Act 51 Funding (Street Funds)	4,700	3,900	4,000	4,200	4,200	4,400	4,500	4,700	4,800		39,400
Federal/State Funding	980	560	2,570	1,300	1,300	1,300	1,300	1,300	1,300		11,910
Other Sources (Cost Sharing)	0	0	0	0	0	0	0	0	0		0
Other Sources (Ottawa County)	1,390	26,690	1,150	20,090	1,090	1,090	1,090	1,090	1,090		54,770
Special Assessments	0	0	0	0	0	0	0	0	0		0
Street - Bonds	0	0	0	0	0	0	0	0	0		0
Sewer - Bonds	0	0	0	0	0	0	0	0	0		0
Sewer - Working Capital	9,408	5,367	4,633	4,436	18,735	4,294	1,600	5,600	1,600		55,673
Water - Bonds	0	5,000	0	13,000	0	0	0	0	0		18,000
Water - Working Capital	6,239	13,325	5,778	11,320	9,259	8,427	8,439	8,451	8,029		79,267
Storm Water Development Fees	0	0	0	0	0	0	0	0	0		0
<b>Totals</b>	<b>26,117</b>	<b>58,352</b>	<b>21,711</b>	<b>57,996</b>	<b>38,304</b>	<b>23,301</b>	<b>20,799</b>	<b>25,091</b>	<b>20,849</b>		<b>292,520</b>
<b>EXPENDITURES</b>											
Administration Fee to General Fund	220	100	100	100	100	100	100	100	100		1,020
Engineering	830	850	870	890	910	930	950	970	990		8,190
Street	5,680	5,160	6,970	5,900	7,000	7,200	7,400	7,600	7,800		60,710
Storm Water	0	0	0	0	0	0	0	0	0		0
Sewer	5,940	1,890	1,150	1,060	1,140	3,870	1,600	5,600	1,600		23,850
Water	6,150	43,530	5,660	43,530	7,530	7,000	7,000	7,000	7,000		134,400
Debt Service - Street	0	0	0	0	0	0	0	0	0		0
Debt Service - Sewer	3,468	3,477	3,483	3,376	17,595	424	0	0	0		31,823
Debt Service - Water	3,479	3,485	3,268	2,880	3,819	3,517	3,529	3,541	3,119		30,637
<b>Totals</b>	<b>25,767</b>	<b>58,492</b>	<b>21,501</b>	<b>57,736</b>	<b>38,094</b>	<b>23,041</b>	<b>20,579</b>	<b>24,811</b>	<b>20,609</b>		<b>290,630</b>
Excess, -Deficiency	350	(140)	210	260	210	260	220	280	240		1,890
Fund Balance	0	210	420	680	890	1,150	1,370	1,650	1,890		1,890











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

RESOLUTION TO CONSIDER THE CITY MANAGER'S PERFORMANCE

WHEREAS:

1. On May 6, 2019, City Council adopted resolution number 26380 entering into a four-year employment agreement with City Manager Curtis Holt.
2. The agreement provides for performance pay of up to 5% based on an annual performance evaluation.
3. As noted in the May 6, 2019 resolution as well as past performance evaluations, the City Council is pleased with Mr. Holt's long service as the City Manager and recognizes his extraordinary leadership and outstanding accomplishments in that role.
4. Due to the current situation related to COVID-19, more commonly known as Coronavirus, Mayor Jack Poll recommends the formal evaluation process be waived this year and that Mr. Holt's performance be considered at the highest level (2.5-3.0) on the scale, resulting in 5% performance pay in accordance with his employment agreement.
5. Mayor Jack Poll and City Council recognize and thank Mr. Holt for his exemplary performance, dedication, and value he brings to the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council waives the formal annual performance evaluation process for City Manager Curtis Holt this year.
2. City Council rates Mr. Holt's performance at the highest level (2.5-3.0) as shown in section 4 of his employment agreement, resulting in 5% performance pay.

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 18, 2020.

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

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

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

RESOLUTION TO AMEND THE COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM CITIZEN PARTICIPATION PLAN  
FOR THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming is required, and has previously adopted, a Citizen Participation Plan (CPP) in order to apply for and spend Federal Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
2. The City is required to follow a CPP, which sets forth the City's policies and procedures to provide its citizens with adequate opportunities to participate in the development, implementation and evaluation of the Consolidated Housing and Community Development Plan.
3. Based upon HUD mandated requirements for updating the CPP to comply with federal regulations, particularly related to the implementation of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, it is necessary for the City to amend the CPP.
4. On May 6, 2020, the Wyoming Community Development Committee unanimously recommended the CPP be amended as proposed.
5. A public hearing was held on May 18, 2020 by the Wyoming City Council on this matter.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby amend the Wyoming Citizen Participation Plan.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                     No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2020.

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

ATTACHMENTS:

Staff Report

Wyoming Citizen Participation Plan

## STAFF REPORT

Date: May 7, 2020

Subject: Amendment of the Community Development Block Grant Program  
Citizen Participation Plan

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: May 18, 2020

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### **RECOMMENDATION:**

It is recommended by the Wyoming Community Development Committee that the City Council adopt the amended Citizen Participation Plan (CPP) for its Community Development Block Grant (CDBG) program in response to the release of the Coronavirus Aid, Relief and Economic Security Action (CARES Act).

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

Our CDBG program's activities support the following national objectives which have a direct impact on the City's environment: 1) Benefit to low- and moderate-income (LMI) persons; 2) Aid in the prevention or elimination of slums or blight.

The CPP sets forth the City's policies and procedures to provide its citizens with adequate opportunities to participate in the development, implementation and evaluation of the Consolidated Housing and Community Development Plan (CHCDP). The CPP strives to ensure that all segments of our community have equitable opportunity to provide input into the development and expenditures of our community development program.

### **DISCUSSION:**

Well maintained housing is a foundational element in our community's economic vitality. The Coronavirus Aid, Relief and Economic Security Action (CARES Act) (Public Law 116-136) allows for the City to address citizens' urgent needs as a result of the coronavirus pandemic. Correspondingly, citizen participation in the plan's development supports our community's economic strength.

Based upon HUD mandated requirements for updating the CPP to be in compliance with federal regulations, particularly related to the release of the CDBG-CV 2019 and 2020 funds, it is necessary for the City to amend the adopted CPP. This amendment incorporates the update to the public comment period requirements for substantial amendments to either the CHCDP and/or the CDBG Annual Action Plan.

The major revisions include:

- Allowances for public meetings to be conducted electronically when urgent and emergent needs are present provided that all public access requirements are met
- A shortening of the public comment period regarding the use of CDBG-CV funds to five (5) days
- Includes public hearing and public comment requirements when urgent and emergent needs are not present

At their meeting of May 6, 2020, the Wyoming Community Development Committee recommended that the City Council approve the amended Citizen Participation Plan.

**BUDGET IMPACT:**

Does not apply.

**ATTACHMENTS:**

Resolution  
Wyoming Citizen Participation Plan Showing Proposed Mark-Ups  
Wyoming Citizen Participation Plan

WYOMING CITIZEN PARTICIPATION PLAN  
WYOMING, MICHIGAN

Introduction

The following Citizen Participation Plan (CPP) sets forth the City of Wyoming's (~~the~~ City) policies and procedures to provide its residents with adequate opportunities to participate in the development, implementation and evaluation of the Consolidated Housing and Community Development Plan (CHCDP). The CHCDP consists of a five year plan and one year plans which identify the housing and economic needs of the city, prioritizes those needs and formulates an implementation strategy to address the needs based on available funds. The CPP also includes the policies and procedures to provide the City's residents with adequate opportunities to participate in the development of the Analysis of Impediments to Assessment of Fair Housing Choice (AFHAI), or the Assessment of Fair Housing (AFH) as may be statutorily required. These reports, which, through community participation, identifies fair housing issues and related contributing factors, and results in prioritizing and setting of goals for the upcoming planning period.

I. General

A. Requirement to Adopt

The City is required to adopt a CPP in order to apply for and spend Federal Department of Housing and Urban Development Community Development Block Grant (CDBG) funds [24CFR91.105(a)], and any affiliated grants of any nature issued in response to urgent and emergency needs, such as those authorized by *The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) known as CDBG-CV grants.* Additionally, the CCP shall apply to those funds made available to the City for applicable Michigan State Housing Development Authority grants as may arise.

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This plan ~~has been amended to comply~~ with the citizen participation requirements related to Assessment of Fair Housing (AFH) added by the HUD July 16, 2015 final rule. Further, this plan is amended to allow for the waiver and amendments to any statute or regulation that the Secretary of HUD deems appropriate and necessary in connection with the CDBG-CV funds, FY 2019 and FY 2020 CDBG funds. HUD has waived 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of a substantial amendment to HUD for review in accordance with 24 CFR 91.500.

B. Encouragement of Resident Participation

1. General

The City will encourage its residents to participate in the development of the CHCDP, any amendments to the plan and the plan's performance report, the AI

and/or AFH and any revisions to the AI and/or AFH. The City will encourage resident participation through a Community Development Committee (CDC) appointed by the City Council. The CDC shall be made up of 9 City residents which will represent the City at large. The CDC will recommend an annual CHCDP to the City Council, along with any amendments. The CDC will also recommend the AI and/or AFH to the City Council, along with any revisions.

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- Pursuant to HUD's waiver of 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of a CHCDP or its substantial amendment to HUD for review in accordance with 24 CFR 91.500, the City may implement any expedited procedure to draft, propose, or amend consolidated plans it deems reasonable to meet an urgent or emergency need.

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- Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5-day period can run concurrently for comments on action plan amendments and amended citizen participation plans.

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- In person public hearings shall not be required. Public hearing requirements may be met with virtual public hearings if:

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- 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and
- 2) virtual hearings provide reasonable notification and access for residents.

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## 2. Low- and Moderate-Income Persons

The City will encourage participation by low- and moderate-income persons city-wide and in predominantly low- and moderate-income areas where CDBG funds are proposed to be used. The City will also take whatever actions deemed necessary to encourage the participation of all its residents, including minorities, non-English speaking persons and persons with disabilities.

## 3. Consultation with Public and Private Agencies

When preparing the CHCDP and AI/AFH, the City will consult with other public and private agencies that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. This includes, but is not limited to, the Continuum of Care, businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations. The City will consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws. The City will also consult with regional government agencies in addition to adjacent units of general local

government and local government agencies with metropolitan-wide planning and transportation responsibilities.

4. Consultation with Public Housing Agencies

The City will consult with the public housing authority (PHA) for the City of Wyoming to consider public housing needs, planned programs and activities under the CHCDP. The City will also consult with the PHA on the [AI/AFH](#), on strategies for affirmatively furthering fair housing, and on proposed actions to affirmatively further fair housing in the CHCDP. The consultation will help provide a better basis for the certification by the authorized officials that the PHA Plan is consistent with the CHCDP and the City's description of its strategy for affirmatively furthering fair housing.

5. Public Housing Residents

The City encourages, in conjunction with PHA consultation, the participation of residents of public and assisted housing developments, including any resident advisory boards, resident councils, and resident management corporations, in the process of developing and implementing the CHCDP and [AI/AFH](#). The City will make an effort to provide information to the PHA about the CHCDP, [AI/AFH](#) and Affirmatively Furthering Fair Housing strategy for the PHA Plan.

6. Resident Comments on CPP

~~When urgent or emergency needs are not present,~~ the City will provide residents reasonable opportunity to comment on the CPP and any amendments through public hearings with a 15 day published public notice. The CPP will be available to the public at the Wyoming City Offices, 1155 28<sup>th</sup> St SW Wyoming MI 49509, and the Wyoming Public Library, 3350 Michael SW Wyoming MI 49509. The plan will also be posted on the City's website. The CPP will be in a format accessible to persons with disabilities, upon request.

II. Resident Participation in the Development of the Consolidated Housing and Community

Development Plan (CHCDP) and [Analysis of Impediments to Fair Housing Choice \(AI\) or Assessment of Fair Housing \(AFH\)](#)

A. General

This section sets forth the policies and procedures concerning resident participation for the development of the CHCDP and [AI/AFH](#).

B. Requirements for Development of the CHCDP and [AI/AFH](#)

1. Items to be Included in Notices

At the beginning of the public participation process (or soon as feasible after), the City will make available to the public, residents, public agencies and other interested parties any HUD-provided data and other supplemental

information the City plans to incorporate into its CHCDP and AI/AFH. As regulatorily necessary, ~~This~~ HUD-provided data will be cross-referenced to the data on HUD's website. Before the City adopts a CHCDP, the City will make available to ~~citizens~~ residents, public agencies and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City will also address the proposed strategies and actions for affirmatively furthering fair housing consistent with the AI/AFH.

#### 2. Plans to Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act of 1974, as amended, the City will take the following steps to minimize the displacement of persons from their homes:

- a. For development projects, alternate designs will be developed and extra weight will be given to alternatives having fewer displaced persons.
- b. Priorities will be given to those projects with vacant structures.
- c. Significant displacement will occur only when City officials believe that there is significant neighborhood value gained with the project.
- d. Residents displaced shall have priority in obtaining available subsidized housing units.

#### 3. Availability of Proposed Plan Information

The proposed CHCDP and AI/AFH will be available at the Wyoming City offices, the Wyoming Public Library and the City's website.

#### C. Publishing and Disseminating Proposed CHCDP and AI/AFH Information

Prior to adoption by the City Council, a summary of the CHCDP and AI/AFH will be published in a newspaper of general circulation and will also be available at the Wyoming City Offices, Wyoming Public Library and the City's website. The summary will describe the content and purpose of the CHCDP and AI/AFH and will include a list of the locations where copies of the entire proposed CHCDP and AI/AFH may be examined. The City will provide a reasonable number of free copies of the CHCDP and AI/AFH to residents and groups that request it.

#### D. Public Hearing for Proposed CHCDP and AI/AFH

When urgent or emergency needs are not present, ~~A~~ at least one public hearing will be held during the development phase of the proposed CHCDP and AI/AFH. The required public hearing must occur before the proposed CHCDP and AI/AFH is published for comment.

#### E. Comment Period

~~When urgent or emergency needs are not present,~~ the City will provide a period, of not less than 30 calendar days, to receive comments from residents on the proposed CHCDP and AI/AFH.

#### F. Resident Comments on Proposed CHCDP and AI/AFH

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing the final CHCDP and AI/AFH. The public comments received regarding the AI/AFH will be used to obtain the views of the community on AI/AFH-related data and affirmatively furthering fair housing in the City's housing and community development programs. A summary of all comments or views will be attached to the final CHCDP and AI/AFH.

### III. Amendments to the CHCDP

#### A. Criteria for Amendment

An amendment to the CHCDP is required whenever there is a "substantial change" in the purpose, scope, location or beneficiaries of an activity. This includes substantial changes in the use of CDBG funds from one eligible activity to another. A "substantial change" occurs whenever one or more of the following factors are in evidence:

1. Purpose: The scope changes, as noted in No. 2 below.
2. Scope: The dollar amount of ~~all-an~~ activity changes ~~exceeds~~exceeds 25 percent of the applicable fiscal year's CDBG grant.

#### B. Notice and Opportunity to Comment

A notice in a newspaper of general circulation will be published when considering an amendment to the CHCDP. The City will provide a period, of not less than 30 calendar days, to receive comments from residents on the proposed amendment.

#### C. Summary of Comments

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing an amendment to the CHCDP. A summary of all comments or views will be attached to the amendment of the CHCDP.

### IV. Revisions to the AI/AFH

#### A. Criteria for Revisions to the AI/AFH

A revision to the AI/AFH is required whenever there is a material change in circumstances in the City that affects the information on which the AI/AFH is based, to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances.

#### B. Notice and Opportunity to Comment

A notice in a newspaper of general circulation will be published when considering a revision to the AI/AFH. The City will provide a period, of not less than 30 calendar days, to receive comments from residents on the proposed revision.

#### C. Summary of Comments

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing a revision to the AI/AFH. A summary of all comments or views will be attached to the revision of the AI/AFH.

### V. CHCDP Performance Reports

#### A. Notice and Opportunity to Comment

A notice in a newspaper of general circulation will be published concerning the CHCDP performance report. The City will provide a period, of not less than 15 calendar days, to receive comments from residents on the CHCDP performance report.

#### B. Summary of Comments

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing the CHCDP performance report. A summary of all comments or views will be attached to the CHCDP performance report.

### VI. Public Hearings

#### A. General

When urgent or emergency needs are not present, ~~T~~the City will hold a minimum of two public hearings per year to obtain residents' views and to respond to proposals and questions, one at the development stage and one at the final stage. The first hearing will be held to obtain resident comments on housing and community development needs and development of proposed activities prior to final adoption of the CHCDP, or the proposed AI/AFH as applicable. The second hearing will be held to review and obtain resident comments on the program's performance, namely the Consolidated Annual Performance and Evaluation Report (CAPER).

The public hearings, together, will address housing and community development needs, development of proposed activities, proposed strategies and actions for

affirmatively furthering fair housing consistent with the AI/AFH, and review of program performance.

#### B. Notice

Notices for these meetings will be published in a newspaper of general circulation.

#### C. Times and Locations

When urgent or emergency needs are not present, these notices will be published not less than 15 calendar days prior to each hearing and will be posted at the Wyoming City Offices, the Wyoming Public Library and the City's website.

#### D. Needs of Non-English Speaking Residents

The City will take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English-speaking and limited English proficiency residents of the community by providing translators at Wyoming City Hall. The translators may assist with translation of notices and other vital documents. When a significant number of non-English speaking residents can be reasonably expected to attend a public hearing, an interpreter will be present.

### VII. Meetings

All meetings will be publicly announced and be at a handicapped accessible public building and held between the hours of ~~6:30 PM~~7:00 AM and 10:00 PM EST.

### VIII. Availability of Information to the Public

The CHCDP, any amendments to the plan and the plan's performance report, the AI/AFH and any revisions to the AI/AFH, will be available during normal business hours at the Wyoming City Offices, the Wyoming Public Library and the City's website. The documents will be available in a form accessible to persons with disabilities or limited English proficiency upon request.

### IX. Access to Records

The City will provide residents of the community, public agencies and other interested parties with reasonable and timely access to information and records relating to the CHCDP, AI/AFH, and use of assistance under the programs covered by this part during the preceding five years.

### X. Technical Assistance

The City will provide for technical assistance to groups representative of persons of low- and moderate-income that request such assistance to comment on the CHCDP and AI/AFH, or in

developing proposals for funding assistance under any of the programs covered by the CHCDP, with the level and type of assistance determined by the City.

#### XI. Complaints

The City will provide a timely, substantive written response to every written resident complaint, within 15 working days, where practicable, with regard to the CHCDP, any amendments to the plan and the plan's performance report, the AI/AFH and any revisions to the AFH.

#### XII. Use of the Citizen Participation Plan

The City will follow its Citizen Participation Plan.

#### XIII. Jurisdiction Responsibility

The Department of Housing and Urban Development requirements for resident participation do not restrict the responsibility or authority of the City for the development and execution of its CHCDP and AFH.

2017 May 18, 2020

Wyoming City Council Amended: ~~April~~ 17,

# WYOMING CITIZEN PARTICIPATION PLAN WYOMING, MICHIGAN

## Introduction

The following Citizen Participation Plan (CPP) sets forth the City of Wyoming's (City) policies and procedures to provide its residents with adequate opportunities to participate in the development, implementation and evaluation of the Consolidated Housing and Community Development Plan (CHCDP). The CHCDP consists of a five-year plan and one-year plans which identify the housing and economic needs of the city, prioritizes those needs and formulates an implementation strategy to address the needs based on available funds. The CPP also includes the policies and procedures to provide the City's residents with adequate opportunities to participate in the development of the Analysis of Impediments to Fair Housing Choice (AI) or the Assessment of Fair Housing (AFH) as may be statutorily required. These reports, through community participation, identifies fair housing issues and related contributing factors, and results in prioritizing and setting of goals for the upcoming planning period.

## I. General

### A. Requirement to Adopt

The City is required to adopt a CPP in order to apply for and spend Federal Department of Housing and Urban Development Community Development Block Grant (CDBG) funds [24CFR91.105(a)], and any affiliated grants of any nature issued in response to urgent and emergency needs, such as those authorized by *The Coronavirus Aid, Relief and Economic Security Action* (CARES Act) (Public Law 116-136) known as CDBG-CV grants . Additionally, the CCP shall apply to those funds made available to the City for applicable Michigan State Housing Development Authority grants as may arise.

This plan complies with the citizen participation requirements related to Assessment of Fair Housing (AFH) added by the HUD July 16, 2015 final rule. Further, this plan is amended to allow for the waiver and amendments to any statute or regulation that the Secretary of HUD deems appropriate and necessary in connection with the CDBG-CV funds, FY 2019 and FY 2020 CDBG funds. HUD has waived 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of a substantial amendment to HUD for review in accordance with 24 CFR 91.500.

### B. Encouragement of Resident Participation

#### 1. General

The City will encourage its residents to participate in the development of the CHCDP, any amendments to the plan and the plan's performance report, the AI and/or AFH and any revisions to the AI and/or AFH. The City will encourage

resident participation through a Community Development Committee (CDC) appointed by the City Council. The CDC shall be made up of 9 City residents which will represent the City at large. The CDC will recommend an annual CHCDP to the City Council, along with any amendments. The CDC will also recommend the AI and/or AFH to the City Council, along with any revisions.

- Pursuant to HUD's waiver of 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of a CHCDP or its substantial amendment to HUD for review in accordance with 24 CFR 91.500, the City may implement any expedited procedure to draft, propose, or amend consolidated plans it deems reasonable to meet an urgent or emergency need.
  - Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5-day period can run concurrently for comments on action plan amendments and amended citizen participation plans.
  - In person public hearings shall not be required. Public hearing requirements may be met with virtual public hearings if:
    - 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and
    - 2) virtual hearings provide reasonable notification and access for residents.

## 2. Low- and Moderate-Income Persons

The City will encourage participation by low- and moderate-income persons city-wide and in predominantly low- and moderate-income areas where CDBG funds are proposed to be used. The City will also take whatever actions deemed necessary to encourage the participation of all its residents, including minorities, non-English speaking persons and persons with disabilities.

## 3. Consultation with Public and Private Agencies

When preparing the CHCDP and AI/AFH, the City will consult with other public and private agencies that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. This includes, but is not limited to, the Continuum of Care, businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations. The City will consult with community-based and regionally based organizations that represent protected class members and organizations that enforce fair housing laws. The City will also consult with regional government agencies in addition to adjacent units of general local government and local government agencies with metropolitan-wide planning and transportation responsibilities.

4. Consultation with Public Housing Agencies

The City will consult with the public housing authority (PHA) for the City of Wyoming to consider public housing needs, planned programs and activities under the CHCDP. The City will also consult with the PHA on the AI/AFH, on strategies for affirmatively furthering fair housing, and on proposed actions to affirmatively further fair housing in the CHCDP. The consultation will help provide a better basis for the certification by the authorized officials that the PHA Plan is consistent with the CHCDP and the City's description of its strategy for affirmatively furthering fair housing.

5. Public Housing Residents

The City encourages, in conjunction with PHA consultation, the participation of residents of public and assisted housing developments, including any resident advisory boards, resident councils, and resident management corporations, in the process of developing and implementing the CHCDP and AI/AFH. The City will make an effort to provide information to the PHA about the CHCDP, AI/AFH and Affirmatively Furthering Fair Housing strategy for the PHA Plan.

6. Resident Comments on CPP

When urgent or emergency needs are not present, the City will provide residents reasonable opportunity to comment on the CPP and any amendments through public hearings with a 15-day published public notice. The CPP will be available to the public at the Wyoming City Offices, 1155 28<sup>th</sup> St SW Wyoming MI 49509, and the Wyoming Public Library, 3350 Michael SW Wyoming MI 49509. The plan will also be posted on the City's website. The CPP will be in a format accessible to persons with disabilities, upon request.

II. Resident Participation in the Development of the Consolidated Housing and Community Development Plan (CHCDP) and Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH)

A. General

This section sets forth the policies and procedures concerning resident participation for the development of the CHCDP and AI/AFH.

B. Requirements for Development of the CHCDP and AI/AFH

1. Items to be Included in Notices

At the beginning of the public participation process (or soon as feasible after), the City will make available to the public, residents, public agencies and other interested parties any HUD-provided data and other supplemental information the City plans to incorporate into its CHCDP and AI/AFH. As regulatorily necessary, HUD-provided data will be cross-referenced to the data on

HUD's website. Before the City adopts a CHCDP, the City will make available to residents, public agencies and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City will also address the proposed strategies and actions for affirmatively furthering fair housing consistent with the AI/AFH.

## 2. Plans to Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Housing and Community Development Act of 1974, as amended, the City will take the following steps to minimize the displacement of persons from their homes:

- a. For development projects, alternate designs will be developed and extra weight will be given to alternatives having fewer displaced persons.
- b. Priorities will be given to those projects with vacant structures.
- c. Significant displacement will occur only when City officials believe that there is significant neighborhood value gained with the project.
- d. Residents displaced shall have priority in obtaining available subsidized housing units.

## 3. Availability of Proposed Plan Information

The proposed CHCDP and AI/AFH will be available at the Wyoming City offices, the Wyoming Public Library and the City's website.

### C. Publishing and Disseminating Proposed CHCDP and AI/AFH Information

Prior to adoption by the City Council, a summary of the CHCDP and AI/AFH will be published in a newspaper of general circulation and will also be available at the Wyoming City Offices, Wyoming Public Library and the City's website. The summary will describe the content and purpose of the CHCDP and AI/AFH and will include a list of the locations where copies of the entire proposed CHCDP and AI/AFH may be examined. The City will provide a reasonable number of free copies of the CHCDP and AI/AFH to residents and groups that request it.

### D. Public Hearing for Proposed CHCDP and AI/AFH

When urgent or emergency needs are not present, at least one public hearing will be held during the development phase of the proposed CHCDP and AI/AFH. The required public hearing must occur before the proposed CHCDP and AI/AFH is published for comment.

#### E. Comment Period

When urgent or emergency needs are not present, the City will provide a period, of not less than 30 calendar days, to receive comments from residents on the proposed CHCDP and AI/AFH.

#### F. Resident Comments on Proposed CHCDP and AI/AFH

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing the final CHCDP and AI/AFH. The public comments received regarding the AI/AFH will be used to obtain the views of the community on AI/AFH-related data and affirmatively furthering fair housing in the City's housing and community development programs. A summary of all comments or views will be attached to the final CHCDP and AI/AFH.

### III. Amendments to the CHCDP

#### A. Criteria for Amendment

An amendment to the CHCDP is required whenever there is a "substantial change" in the purpose, scope, location or beneficiaries of an activity. This includes substantial changes in the use of CDBG funds from one eligible activity to another. A "substantial change" occurs whenever one or more of the following factors are in evidence:

1. Purpose: The scope changes, as noted in No. 2 below.
2. Scope: The dollar amount of an activity change exceeds 25 percent of the applicable fiscal year's CDBG grant.

#### B. Notice and Opportunity to Comment

A notice in a newspaper of general circulation will be published when considering an amendment to the CHCDP. The City will provide a period, of not less than 30 calendar days, to receive comments from residents on the proposed amendment.

#### C. Summary of Comments

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing an amendment to the CHCDP. A summary of all comments or views will be attached to the amendment of the CHCDP.

### IV. Revisions to the AI/AFH

#### A. Criteria for Revisions to the AI/AFH

A revision to the AI/AFH is required whenever there is a material change in circumstances in the City that affects the information on which the AI/AFH is based, to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances.

#### B. Notice and Opportunity to Comment

A notice in a newspaper of general circulation will be published when considering a revision to the AI/AFH. The City will provide a period, of not less than 30 calendar days, to receive comments from residents on the proposed revision.

#### C. Summary of Comments

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing a revision to the AI/AFH. A summary of all comments or views will be attached to the revision of the AI/AFH.

### V. CHCDP Performance Reports

#### A. Notice and Opportunity to Comment

A notice in a newspaper of general circulation will be published concerning the CHCDP performance report. The City will provide a period, of not less than 15 calendar days, to receive comments from residents on the CHCDP performance report.

#### B. Summary of Comments

The City will consider any comments or views of residents received in writing, or orally at public hearings, in preparing the CHCDP performance report. A summary of all comments or views will be attached to the CHCDP performance report.

### VI. Public Hearings

#### A. General

When urgent or emergency needs are not present, the City will hold a minimum of two public hearings per year to obtain residents' views and to respond to proposals and questions, one at the development stage and one at the final stage. The first hearing will be held to obtain resident comments on housing and community development needs and development of proposed activities prior to final adoption of the CHCDP, or the proposed AI/AFH as applicable. The second hearing will be held to review and obtain resident comments on the program's performance, namely the Consolidated Annual Performance and Evaluation Report (CAPER).

The public hearings, together, will address housing and community development needs, development of proposed activities, proposed strategies and actions for

affirmatively furthering fair housing consistent with the AI/AFH, and review of program performance.

#### B. Notice

Notices for these meetings will be published in a newspaper of general circulation.

#### C. Times and Locations

When urgent or emergency needs are not present, these notices will be published not less than 15 calendar days prior to each hearing and will be posted at the Wyoming City Offices, the Wyoming Public Library and the City's website.

#### D. Needs of Non-English-Speaking Residents

The City will take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English-speaking and limited English proficiency residents of the community by providing translators at Wyoming City Hall. The translators may assist with translation of notices and other vital documents. When a significant number of non-English speaking residents can be reasonably expected to attend a public hearing, an interpreter will be present.

### VII. Meetings

All meetings will be publicly announced and be at a handicapped accessible public building and held between the hours of 7:00 AM and 10:00 PM EST.

### VIII. Availability of Information to the Public

The CHCDP, any amendments to the plan and the plan's performance report, the AI/AFH and any revisions to the AI/AFH, will be available during normal business hours at the Wyoming City Offices, the Wyoming Public Library and the City's website. The documents will be available in a form accessible to persons with disabilities or limited English proficiency upon request.

### IX. Access to Records

The City will provide residents of the community, public agencies and other interested parties with reasonable and timely access to information and records relating to the CHCDP, AI/AFH, and use of assistance under the programs covered by this part during the preceding five years.

### X. Technical Assistance

The City will provide for technical assistance to groups representative of persons of low- and moderate-income that request such assistance to comment on the CHCDP and AI/AFH, or in

developing proposals for funding assistance under any of the programs covered by the CHCDP, with the level and type of assistance determined by the City.

#### XI. Complaints

The City will provide a timely, substantive written response to every written resident complaint, within 15 working days, where practicable, with regard to the CHCDP, any amendments to the plan and the plan's performance report, the AI/AFH and any revisions to the AFH.

#### XII. Use of the Citizen Participation Plan

The City will follow its Citizen Participation Plan.

#### XIII. Jurisdiction Responsibility

The Department of Housing and Urban Development requirements for resident participation do not restrict the responsibility or authority of the City for the development and execution of its CHCDP and AFH.

Wyoming City Council Amended: May 18, 2020

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO AMEND  
AN AGREEMENT WITH FAMILY PROMISE OF GRAND RAPIDS

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. On May 20, 2019, via Resolution No. 26398, the City approved an agreement to fund Family Promise of Grand Rapids in the amount of \$29,000 to provide Re-Housing Financial Assistance for low-income families moving out of homelessness and into stabilized housing with short-term rental assistance in FY 2020, beginning July 1, 2019.
3. Family Promise has demonstrated a need to increase the agreement’s per-household limit of \$2,000.00 in Re-Housing Financial Assistance funds to a limit of \$5,000.00. This change will not increase in the total amount of funds awarded.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the proposed Amended agreement between the City of Wyoming and Family Promise of Grand Rapids.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Amended Agreement and all necessary legal documents as may be required.

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 18, 2020.

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

ATTACHMENTS:

Staff Report  
Agreement

## STAFF REPORT

Date: May 11, 2020

Subject: Amendment of Family Promise of Grand Rapids 2019-2020 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Cheryl Schuch, Executive Director, Family Promise of Grand Rapids

Meeting Date: May 18, 2020

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### **RECOMMENDATION:**

It is recommended the City of Wyoming amend the existing 2019-2020 agreement with Family Promise of Grand Rapids to raise the limit on assistance per household from \$2,000.00 to \$5,000.00 to provide Re-Housing Financial Assistance for low-income families moving out of homelessness and into stabilized housing. This is the only recommended change to the agreement. The net value of the agreement will not change.

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

The existing 2019-2020 agreement (Resolution No. 26398) with Family Promise of Grand Rapids relates to Community Development Block Grant (CDBG) funding for Re-Housing Financial Assistance and Re-Housing Stabilization Assistance, as a means to prevent homelessness and provide decent affordable housing.

### **DISCUSSION:**

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2019-2020, which identifies these needs as a high priority, and approved in the 2019-2020 budget \$29,000 for Re-Housing Financial Assistance and \$19,000 for Re-Housing Stabilization Services to support Family Promise of Grand Rapids.

Following the May 20, 2019 approval and award of contract to Family Promise, the agency experienced a demonstrated need on the part of many client households for more than \$2,000.00 in total rehousing costs. The proposed amendment to the 2019-2020 contract would raise the limit on total assistance per household to \$5,000.00 but the total amount allocated to Financial Assistance would not increase over the contracted amount of \$29,000.00

**BUDGET IMPACT:**

Per HUD regulation, a subrecipient agreement is required between Family Promise of Grand Rapids for these purposes, and the City Council has previously approved funding in the 2019-2020 CDBG budget. The amended contract would not change the current approved budget.

**ATTACHMENTS:**

Resolution  
Agreement

**AMENDED CONTRACT BETWEEN THE CITY OF WYOMING  
AND  
FAMILY PROMISE OF GRAND RAPIDS  
JULY 1, 2019 THROUGH JUNE 30, 2020**

**THIS AMENDED CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, effective from July 1, 2019 through June 30, 2020 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28<sup>th</sup> Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **Family Promise of Grand Rapids**, a Not-for-Profit Corporation, located at 516 Cherry Street, SE, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

**WITNESSETH THAT:**

**WHEREAS**, the City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

**WHEREAS**, the City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing; and

**WHEREAS**, the City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low-income Wyoming families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low-income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency;

**NOW, THEREFORE**, the City and the Subrecipient do mutually agree as follows:

1. Project Objective.

The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide:

- a. Re-Housing Financial Assistance for low-income Wyoming families moving out of homelessness and into stabilized housing, for the purpose of preventing homelessness and providing decent affordable housing.
- b. Re-Housing Stabilization Services for low-income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. Re-Housing Financial Assistance: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low-income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of FIVE THOUSAND AND NO/DOLLARS (\$5,000.00) per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed TWENTY-NINE THOUSAND AND NO/DOLLARS (\$29,000.00).
- b. Re-Housing Stabilization Services: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low-income Wyoming families with support services to help maintain permanent housing and build assets to support self-sufficiency. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for these services for up to nine months, with the total amount expended not to exceed NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00).
- c. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- d. The Subrecipient will invoice separately and collect from the City a maximum total of TWENTY-NINE THOUSAND AND NO/DOLLARS (\$29,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and a maximum total of NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services.
- e. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2019, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2020, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of TWENTY-NINE THOUSAND AND NO/DOLLARS (\$29,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00) to be used to reimburse the

Subrecipient the cost of providing Re-Housing Stabilization Services, in accordance with the following schedule:

- 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
  - 2) Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 17, 2020.
  - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end; with the exception of the period end of June 30, 2020, which shall be limited to 17 days (July 17, 2020).
  - 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2020 by July 17, 2020 shall result in loss of funding for said expenses.
- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of TWENTY-NINE THOUSAND AND NO/DOLLARS (\$29,000.00) for Re-Housing Financial Assistance and NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00) for Re-Housing Stabilization Services.

5. Financial Transparency.

The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Fund in support of its short-term rental assistance program. Such disclosure shall be posted on the Subrecipient's website during the terms of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 29.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable

likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

- a. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
- b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

Donations and fees which are received by the Subrecipient in connection with provision of services under this Contract shall be included in its financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
  - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
  - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
  - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
  - 1) In the event this Contract is terminated:
    - a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and
    - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
  - 2) It is agreed that nothing contained herein shall:
    - a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
    - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
  - 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 17, 2020.
- e. Annual Performance Report. This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Family Promise of Grand Rapids

Subrecipient’s Unique Entity Identifier – DUNS 965232981

City Federal Award Identification Number – B19MC260020

City Federal Award Date – July 1, 2019

Subaward Period of Performance Start & End Date – July 1, 2019 - June 30, 2020

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$29,000.00 for Re-Housing Financial Assistance; \$19,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$29,000.00 for Re-Housing Financial Assistance; \$19,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$29,000.00 for Re-Housing Financial Assistance; \$19,000.00 for Re-Housing

Stabilization Services.

Federal Award Project Description –

Re-Housing Financial Assistance, administered by Family Promise of Grand Rapids: Wyoming low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Re-Housing Stabilization Services, administered by Family Promise of Grand Rapids: Wyoming low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient’s MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

- g. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient’s promotional and educational materials.

12. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.

- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
  - 1) Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
  - 2) Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
  - 3) Allow the City or its designated representatives to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- c. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

15. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

16. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

17. Assignment and Transfer of Interest; Subcontracting.

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the City of any such assignment or transfer.

18. Lobbying and Political Activities.

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City.

19. Save Harmless Clause.

The Subrecipient shall indemnify and save harmless the City, its officers, agents and employees against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. Any insurance coverage specified herein and in any special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any

additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Debarred or Ineligible Contractors.

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.

Subrecipients should check all contractors, subcontracts, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

Subrecipients shall confirm and document rental housing as registered certified for occupancy by the City of Wyoming. Property compliance can be confirmed by visiting <http://www.wyomingmi.gov/Building/building.asp> (Permit and Complaint Lookup).

21. Federal Uniform Administrative Requirements.

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24CFR570.504, "Program Income."

Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance.

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

- a. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual

liability. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

General Aggregate - \$2,000,000

Products/Completed Operations Coverage - \$2,000,000

- b. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

- c. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

- e. The following language shall be included on the Certificate of Liability Insurance: “It is also understood and agreed that the following shall be Additional Insured’s on all insurance policies, with the exception of worker’s compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”
- f. All insurance providers shall be “A” rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))

23. Civil Rights.

- a. The Subrecipient agrees that it will not illegally discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or

disability unrelated to an individual's ability to perform the duties of a particular job or position.

- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

24. Compliance with the Law.

In performing the Services and Activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis-Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

25. Severability of Provisions.

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

26. Waiver.

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.



**FAMILY PROMISE OF GRAND RAPIDS,**  
a not-for-profit corporation

By: \_\_\_\_\_  
Cheryl Schuch, Executive Director      Date  
Family Promise of Grand Rapids

By: \_\_\_\_\_  
Karen Ricketts, Board Chair      Date  
Family Promise of Grand Rapids

Approved as to form:

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

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

RESOLUTION TO APPROVE ENGAGEMENT OF MIKA MEYERS PLC FOR  
PROPERTY TAX APPEAL LEGAL SERVICES

WHEREAS:

1. Wal-Mart Real Estate Business Trust appealed to the Michigan Tax Tribunal (MTT) the 2019 and 2020 taxable values for the Walmart store property at 325 54<sup>th</sup> Street SW in the City.
2. Fair property taxation requires taxable values to be in appropriate relation to the true cash value of the property subject to constitutional and statutory limitations.
3. The City Assessor and City Attorney recommend engaging Mika Meyers PLC to serve as co-counsel in that case, augmenting the City Attorney's resources.
4. Funds in the Assessing-Professional Services fund – 101-209-200900-801.000 – are sufficient to pay the anticipated costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The engagement of Mika Meyers PLC at the rate of \$250 per hour for an estimated is approved and the Mayor and City Clerk are authorized and directed to sign an engagement letter or professional services agreement on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent conflict with this Resolution, rescinded.

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 18, 2020.

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

ATTACHMENTS:

Staff Report

Appraisal Services Contract

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

## STAFF REPORT

Date: May 13, 2020  
Subject: Engaging co-counsel for Walmart property tax appeal  
From: Scott Smith, City Attorney  
Meeting Date: May 18, 2020

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### **BACKGROUND:**

Wal-Mart Real Estate Business Trust, owner of the Walmart store property on 54<sup>th</sup> Street in the city filed a 2019 property tax appeal with the Michigan Tax Tribunal that was recently amended to include the 2020 tax year. The valuation exchange date is now September 3, 2020. Walmart's legal counsel represents many big box stores in property tax appeals and has relied on a "dark stores" approach in its valuation. Most communities facing such appeals concede because they lack the understanding and resources to effectively defend their taxable values against the well-tuned arguments advanced by the petitioners. MTT personnel, appraisers, and others have repeatedly said that someone needs to present sufficient evidence and arguments to overcome those of such petitioners.

To adequately defend this appeal and protect its assessments of other big box stores, the city engaged Bill Miller of Integra Realty Resources – Chicago for valuation consultation, preparation of an appraisal report, and preparing for and testifying at the MTT hearing. This appraiser has significant expertise in big box store valuations and is a capable witness in hearings.

The city sought the discovery of information from Wal-Mart that Mr. Miller thinks is needed for a proper appraisal. Its attorneys objected to and refused to provide the information sought in the city's first discovery efforts, the city filed a motion to compel that discovery, and the MTT mostly denied the city's motion. The city sent second discovery requests. Walmart's attorneys also objected to those requests and refused to provide the requested information. It is appropriate to make a third discovery attempt and to file one or more additional motions to compel discovery. This protects the discovery issues for appeal. It is also appropriate to undertake depositions in efforts to obtain the sought information.

We need some additional attorney resources to commit to the effort. Consequently, Assessor Engerson and I discussed this matter with Andrea Crumback of Mika Meyer PLC. She has submitted a proposal to serve as co-counsel at a rate of \$250 per hour, estimating that work on the discovery tasks identified above would total in a range between \$10,750 and \$14,500. If we continue to work with her through the hearing, the amount will be higher. Ms. Crumback is highly regarded and has extensive experience in MTT matters, representing communities throughout the state.

### **RECOMMENDATION:**

Adopt the Resolution Approving Engagement of Mika Meyer PLC for Tax Appeal Legal Services.

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

Community – Defense of the tax appeal will help the city ensure property tax assessments are fair for all.

Safety – The resolution will have no impact on safety.

Stewardship – Defense of tax appeals preserves property tax base for the city and other taxing units.

### **BUDGET IMPACT:**

The Assessor's professional services fund has adequate funds to pay for these services.



**STANDARD CITY PROFESSIONAL SERVICES CONTRACT**  
**CITY OF WYOMING, MICHIGAN**

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

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

“City Professional Services Contract Standard Terms and Conditions” means the 1-page document attached as Exhibit A entitled “City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions.”

“Effective Date” means May 19, 2020.

“Professional” means Mika Meyers PLC, a Michigan professional limited liability company of 900 Monroe Ave NW, Grand Rapids, MI 49503.

“Services” means the legal services in connection with the 2019 Wal-Mart Business Trust Michigan Tax Tribunal appeal.

TERMS AND CONDITIONS

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

1. Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. City will timely pay Professional at the rate of \$250 per hour for attorneys pursuant to monthly invoices from Professional. City will also pay actual costs of travel expenses with mileage billed at IRS rates.
3. Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions.
4. This is the only agreement between the parties regarding the Services and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

**CITY OF WYOMING**

**MIKA MEYERS PLC**

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

By: \_\_\_\_\_  
Andrea D. Crumback, Member

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

Date signed: \_\_\_\_\_, 2020

Date signed: \_\_\_\_\_, 2020

Approved as to form:

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

**CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the professional services contract (“City Contract”) between the City of Wyoming (“City”) and the contracting party (“Professional”). Professional attests it complies with and will comply with these Standard Terms and Conditions.

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

3. **Qualifications.** Professional represents and promises that:

A. Professional and its personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Professional or its members, officers, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise charged by a governmental entity with any of the offenses enumerated in this certification; or (iv) has within 3-years preceding the City Contract had one or more public transactions terminated for cause or default.

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

D. Professional is not an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

4. **Diversity and Inclusion.** Professional will not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

5. **Ethical Standards.** Professional and its directors, members, officers and employees, have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with the City Contract; (ii) engaging in acts creating an appearance of impropriety related to awarding or performing the City Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay anyone, other than its employees and consultants, any consideration contingent upon award of the City Contract. No owner, director, officer, member, partner, or key employee of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or

board/commission member except as already disclosed in writing to City. Professional will promptly notify City of any change in this statement.

6. **W-9.** Before beginning work Professional will submit by email to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form.

7. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend actions brought against City or City officers or employees for alleged infringement of intellectual property rights due to their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

8. **Risk Allocation.** Professional is solely responsible for (i) means and methods of services provided under the City Contract and the conduct of its personnel, and (ii) injuries or property damage arising from its performance under the City Contract. Professional will hold City and City’s officers and employees harmless from, indemnify them for, and defend them against claims made by persons other than City for personal injuries or property damage occurring during or as a result of Professional’s performance under the City Contract, but not for negligence or wrongdoing of City or City officers or employees.

9. **Professional Responsibility.** Professional will perform Professional’s services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

10. **Insurance.** Professional will maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person and \$1,000,000 per occurrence.
<b>WORKERS’ DISABILITY COMPENSATION</b>
Coverage must be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>
Professional liability insurance must be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies) but coverage must follow the form of the primary liability policy(ies).

Upon City’s request, Professional will provide City’s Purchasing Department copies of insurance certificates, policies and endorsements.

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION FOR THE RESURFACING OF  
BYRON CENTER AVENUE FROM 44<sup>TH</sup> STREET TO M-6 FREEWAY

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to resurface Byron Center Avenue from 44<sup>th</sup> Street to M-6 freeway.
2. Proposed improvements include milling the existing asphalt surface and replacing with new hot mix asphalt and adding a northbound right-turn lane on Byron Center Avenue at 44<sup>th</sup> Street.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$428,800, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the resurfacing and addition of a right-turn lane on Byron Center Avenue from 44<sup>th</sup> Street to M-6 freeway.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2020.

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

ATTACHMENTS:

Budget Amendment  
Staff Report  
Agreement



## STAFF REPORT

Date: May 6, 2020

Subject: Byron Center Resurfacing, 44<sup>th</sup> St to M-6 Freeway – City/State Agreement

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

Date of Meeting: May 18, 2020

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### **RECOMMENDATION:**

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the resurfacing of Byron Center Avenue from 44<sup>th</sup> Street to M-6. The City of Wyoming's share of the project is \$428,800 plus engineering and testing.

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

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive funding from MDOT for the resurfacing of Byron Center Avenue from 44<sup>th</sup> Street to the M-6 freeway. The project includes milling the asphalt surface, replacing damaged concrete curb and gutter, adding a new northbound right-turn lane at 44<sup>th</sup> Street and repaving with new asphalt surface. The new right-turn lane will reduce congestion, allow greater movement of vehicles, increase the capacity of a busy intersection. The project will add to the economic strength of our community.

### **DISCUSSION:**

Attached is a City–State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the resurfacing of Byron Center Avenue from 44<sup>th</sup> Street to M-6 freeway. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$1.75 million-dollar project is \$428,800 plus other engineering costs to administer the project. A budget amendment is necessary in the amount of \$570,000 for Wyoming's total share of the project, including the engineering costs.

### **BUDGET IMPACT:**

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510 but a budget amendment is necessary.

CMAQ & NH & STP

DA

Control Section	CM 41000; STU 41000
Job Number	130578CON; 130592CON
Project	20A0(593)(589)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5167

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 19, 2020, attached hereto and made a part hereof:

PART A – CM 41000; JOB #130578CON; 20A0(593)

Hot mix asphalt resurfacing and widening work along Byron Center Avenue at 44th Street; including retaining wall, concrete curb and gutter, concrete sidewalk and ramp, and pavement marking work; and all together with necessary related work.

PART B - STU 41000; JOB #130592CON; 20A0(589)

Hot mix asphalt cold milling and resurfacing work along Byron Center Avenue from the south city limits of Wyoming to 44th Street; including concrete sidewalk ramps and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

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

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CONGESTION MITIGATION AND AIR QUALITY ACT  
NATIONAL HIGHWAY SYSTEM  
SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:
  - A. Design or cause to be designed the plans for the PROJECT.
  - B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
  - C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Congestion Mitigation and Air Quality Act Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$142,000.00 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal National Highway System Funds in combination with Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$1,177,000.00 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal National Highway System Funds limited to \$551,416.80. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

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

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

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

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING

PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

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

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

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

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

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

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF WYOMING

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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



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

RESOLUTION TO INCREASE SPENDING AUTHORIZATION WITH  
THE MICHIGAN DEPARTMENT OF TRANSPORTATION  
FOR THE WIDENING OF 54<sup>TH</sup> STREET FROM HAUGHEY TO US-131

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council increase spending authorization with the Michigan Department of Transportation for the widening of 54<sup>th</sup> Street from Haughey to US-131 from approximately \$295,000 to \$425,000.
2. The low bid for the project was above the engineer's estimate, increasing the amount of local participation on the project.
3. As detailed in the Staff Report, project expenses to be reassigned from the Capital Improvements Program fund to the Major Streets fund.
4. Funds are available in the Major Streets Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby increase spending authorization with the Michigan Department of Transportation for the widening of 54<sup>th</sup> Street from Haughey to US-131 from approximately \$295,000 to \$425,000.
2. The City Council does hereby approve the attached budget amendment and reassign project expenses from the Capital Improvement Program fund to the Major Streets fund.

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 18, 2020.

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

ATTACHMENTS:

Budget Amendment  
Staff Report

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



## STAFF REPORT

Date: May 7, 2020

Subject: 54<sup>th</sup> Street Widening, Haughey to US-131 – Authorize Increase Spending

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

Date of Meeting: May 18, 2020

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### **RECOMMENDATION:**

It is recommended that the City Council authorize increased spending with the Michigan Department of Transportation (MDOT) from approximately \$295,000 to \$425,000 for the widening of 54<sup>th</sup> Street from Haughey to US-131.

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

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive a grant from MDOT for the widening of 54<sup>th</sup> Street from Haughey to US-131 to construct an additional lane for vehicles traveling through the corridor. The additional lane will reduce congestion, allow greater movement of vehicles, and allow greater access to local businesses. The increased capacity of the 54<sup>th</sup> Street corridor will also add to the economic strength of our community.

### **DISCUSSION:**

On July 1, 2019, the City of Wyoming executed an agreement with MDOT stipulating the terms and obligations associated with the widening of 54<sup>th</sup> Street from Haughey to US-131. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts. The low bid for the project was above the engineers estimate, increasing the amount of the local participation necessary per the City/State agreement. Additionally, some quantities have exceeded estimated amounts, increasing the required local participation from \$295,000 to \$425,000.

Additionally, the Purchase Order incorrectly identified expenses paid from the Capital Improvement Fund (400 fund) for the project. The project funds are appropriated in the Major Street Fund Account No. 202-441-46300-972.502. A journal entry and budget amendment are necessary to appropriate the required local participation for the project and move the expenses to the proper fund and account.

### **BUDGET IMPACT:**

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

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

RESOLUTION TO INCREASE SPENDING AUTHORIZATION WITH  
THE MICHIGAN DEPARTMENT OF TRANSPORTATION  
FOR THE INTERURBAN TRAIL PROJECT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council increase spending authorization with the Michigan Department of Transportation for the Interurban Trail project from approximately \$214,000 to \$330,000.
2. The project bids were above the engineer's estimate, increasing the amount of the local participation on the project.
3. Funds are available in the Major Streets Fund Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby increase spending authorization with the Michigan Department of Transportation for the Interurban Trail project from approximately \$214,000 to \$330,000.

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 18, 2020.

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

ATTACHMENTS:

Staff Report

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

## STAFF REPORT

Date: May 6, 2020

Subject: Interurban Trail Project – Authorize Increased Spending

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

Date of Meeting: May 18, 2020

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### **RECOMMENDATION:**

It is recommended that the City Council authorize increased spending with the Michigan Department of Transportation (MDOT) from approximately \$214,000 to \$330,000 for the Interurban Trail project.

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

Wyoming continually maintains streets and trails to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive a Transportation Alternatives Program (TAP) grant from MDOT for the rehabilitation of the Interurban Trail. The improvements extend from Kelloggsville Park to 32<sup>nd</sup> Street widening and resurfacing the existing regional trail. The rehabilitation will upgrade the trail to meet current standards and reduce annual maintenance costs. The project will provide a low maintenance, high quality trail adding to the economic strength of our community.

### **DISCUSSION:**

On February 18, 2019, the City of Wyoming executed an agreement with MDOT stipulating the terms and conditions associated with the rehabilitation and widening of the Interurban Trail. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts. Five bids were received, and the low bid was above the engineer's estimate, increasing the amount of the local participation necessary per the agreement with MDOT. This resolution will increase the spending authorization with MDOT from approximately \$214,000 to \$330,000 for the project.

The most significant items above the Engineer's estimate include a higher cost of cement and cost to pave the new hot mix asphalt. Bids prices were consistent with other similar projects.

### **BUDGET IMPACT:**

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510.

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

RESOLUTION TO ACCEPT A PROPOSAL FROM VREDEVELD HAEFNER LLC  
TO PROVIDE INTERNAL AUDITING AND FINANCIAL SERVICES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a proposal for internal auditing and financial services from Vredevelde Haefner LLC through June 30, 2023.
2. Funds are budgeted in account number 101-201-20100-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Vredevelde Haefner LLC.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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 18, 2020.

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

ATTACHMENTS:

Staff Report  
Contract  
Exhibit B

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

## STAFF REPORT

Date: May 1, 2020

Subject: Internal Auditing, Accounting and Financial Services

From: Kate Balfourt, Finance Director

Date of Meeting: May 18, 2020

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### **RECOMMENDATION:**

It is recommended City Council accept a proposal from Vredeveld Haefner LLC to provided internal auditing, accounting and financial services through June 30, 2023, rates for these services are included on the attached proposal.

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

Vredeveld Haefner LLC has provided valuable services to the City in the past. Having an independent accounting firm providing internal auditing reviews for the City ensures and supports integrity of the financial system, policies and practices. The review of processes and implementation of best practices as well as training provided by Vredeveld Haefner LLC has benefitted not only the finance department but also all other areas of the City as well.

### **DISCUSSION:**

In November 2014, City Council reimplemented the comptroller position as outlined by the City Charter. Council determined it would be appropriate to appoint the comptroller position to the City Manager. Additionally, City Council determined it would be in the best interest of the City to contract with an independent accounting firm to perform various directed reviews of City policies and practices.

The City Council entered into an agreement with Vredeveld Haefner LLC to provide internal auditing reviews, budgeting, training, and related financial services. Vredeveld Haefner LLC has provided the City with the attached proposal to provide continued independent auditing and financial services.

### **BUDGET IMPACT:**

Funds for these services have been included in the budget for fiscal year 2021 in account number 101-201-20100-801.000, the General Fund – Finance – Accounting – Professional Services account.

**STANDARD CITY PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN

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

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

“City Professional Services Contract Standard Terms and Conditions” means the 2-page document attached as Exhibit A entitled “City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions.”

“Effective Date” means May 19, 2020.

“Professional” means Vredeveld Haefner LLC, a Michigan limited liability company of 10302 20<sup>th</sup> Ave, Grand Rapids, MI 49534.

“Proposal” means the Professional’s proposal for the Services attached as Exhibit B.

“Services” means the budgeting, accounting, internal audit, audit preparation, and training services as detailed in the Proposal.

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal for the July 1, 2020 to June 30, 2021 fiscal year. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions.
4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

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

**CITY OF WYOMING**

**VREDEVELD HAEFNER LLC**

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


By: \_\_\_\_\_  
Peter Haefner, CPA, Partner

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

Date signed: \_\_\_\_\_, 2020

Date signed: \_\_\_\_\_, 2020

Approved as to form:

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

**CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to professional services contracts ("City Contracts") with the City of Wyoming ("City") except as expressly modified in writing signed by the Mayor and City Clerk or City Manager. By signing a City Contract, the contracting party ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon City's request, will furnish copies of them to City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
  - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) all licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
  - B. Neither Professional or its principals, owners, members, officers, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise charged by a governmental entity with any of the offenses enumerated in this certification; or (iv) has within 3-years preceding the City Contract had one or more public transactions terminated for cause or default.
  - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
  - D. Professional is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
  - E. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional will not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, has not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with the City Contract; (ii) engaging in acts creating an appearance of impropriety related to awarding or performing the City Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay anyone, other than its employees and consultants, any consideration contingent upon award of the City Contract. No owner, director, officer, member, partner, or key employee of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer or board/commission member except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any change in this statement.
8. **Media Releases.** Media releases pertaining to the City Contract or a project to which it relates will not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Before beginning work Professional will submit by email to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) an IRS W-9 form.
10. **Document Ownership and Use.** Documents Professional generates as part of its services under the City Contract, in any media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for liability resulting from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend actions brought against City or City officers or employees for alleged infringement of intellectual property rights due to their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.
12. **Taxes.** City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting City's Finance Department.
13. **Risk Allocation.** Professional is solely responsible for (i) the means and methods of services provided under the City Contract and the conduct of Professional's personnel, and (ii) injuries or property damage arising from Professional's performance under the City Contract. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against claims made by persons other than City for personal injuries or property damage occurring during or as a result of Professional's

performance under the City Contract, but not for negligence or wrongdoing of City or City officers or employees.

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

15. Insurance. Professional will maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person and \$1,000,000 per occurrence.
<b>WORKERS' DISABILITY COMPENSATION</b>
Coverage must be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>PROFESSIONAL LIABILITY INSURANCE</b>
Professional liability insurance must be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies) but coverage must follow the form of the primary liability policy(ies).

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

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

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

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

**Exhibit B  
Proposal**



## Vredeveld Haefner LLC

CPAs and Consultants  
10302 20<sup>th</sup> Avenue  
Grand Rapids, MI 49534  
Fax (616) 828-0307

Douglas J. Vredeveld, CPA  
(616) 446-7474  
Peter S. Haefner, CPA  
(616) 460-9388

April 13, 2020

City of Wyoming  
Curtis Holt, Manager  
1155 28th Street SW  
PO Box 905  
Wyoming, MI 49509

Dear Curtis:

Thank you for the past opportunities of providing the City with budgeting, accounting, internal audit, audit preparation and training services. We truly appreciate your staff's professionalism and their willingness to help us produce meaningful results for the City.

This letter is to propose the objectives and terms of the proposed project and the nature and limitations of the services we will provide. The proposed project will be performed through City fiscal year 2020 with the City having the option of continuing with the project through fiscal year 2023.

We will perform the following services:

- Provide assistance in the design and implementation of policies and procedures to City's Departments.
- Develop internal audit programs for management's consideration.
- Perform internal audit services as approved by management.
- Provide guidance and advice on accounting and financial reporting issues.
- Provide staff training.
- Provide assistance with accounting, budgeting and financial reporting activities.

You agree to assume all management responsibilities for the services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

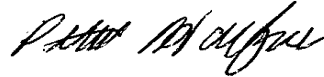
Peter Haefner is the proposed project partner and is responsible for supervising the proposed project and communicating the results to management. We plan to leverage our staff to provide the proposed service to provide cost effective results to the City. Our staff standard hourly rates for City fiscal year 2020 range from \$95 (staff associate) to \$155 per hour (partner). Our proposed rates for 2021 through 2023 will change annual based on staff level and abilities.

Our fee for these services will be billed at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our initial estimate of fees for the City fiscal year 2020 is \$45,000. We believe an estimated fee for 2021 through 2023 would continue to be \$45,000 each year. We will keep you informed with each step of the project, if significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our project will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the proposed project. If you have any questions, please let us know. If you agree with the terms of the project as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,  
Vredeveld Haefner LLC



Peter Haefner, CPA  
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Wyoming.

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

RESOLUTION TO ACCEPT A PROPOSAL FROM TROJAN TECHNOLOGIES  
TO PROVIDE SHOP DRAWINGS FOR UV EQUIPMENT  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a proposal from Trojan Technologies to provide shop drawings for UV equipment in the total estimated amount of \$115,720.
2. Funds are available in the sewer fund capital outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Trojan Technologies to provide shop drawings for UV equipment.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2020.

ATTACHMENTS:

Staff Report

Contract

Proposal

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

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

## STAFF REPORT

Date: April 28, 2020  
Subject: Ultraviolet Light Disinfection  
From: Jon Burke, Clean Water Plant Superintendent  
Date of Meeting: May 18, 2020

---

### **RECOMMENDATION:**

It is recommended that the City Council accept the proposal as outlined in the attached scope of services from Trojan Technologies to complete the shop drawings for the UV equipment. The cost of this work is \$115,720.

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

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Consistent with that mission, we've been working on a project to change our disinfection process from one that uses chlorine gas to one that uses ultraviolet light. The expense of running an ultraviolet disinfection system is comparable to the existing chemical chlorine gas method and offers significant safety advantages for plant staff and the surrounding community.

### **DISCUSSION:**

On November 18, 2019, with Resolution No. 26548, the City Council authorized Black & Veatch Ltd of Michigan to complete the UV disinfection design and bid documents. One step in this process is the development of shop drawings from vendors and manufacturers, who will supply components for the project. This work is progressing, and the entire project should be ready to go out for bids this summer.

Clean Water Plant staff have spent the last two years researching the different types and manufacturers of UV disinfection equipment. We looked at the equipment at trade shows, invited vendors to the plant for site visits to look at our unique application, and talked to all of the engineers who submitted proposals for the study phase of the project. The clear consensus was that there were four manufacturers capable of supplying equipment for a plant the size of ours. After weighing design, cost, operation & maintenance concerns, and completing reference checks with other plants that have similar equipment, we have determined that Trojan Technologies is the best product for our needs. We therefore specified this manufacturer's equipment in our project RFP. The UV equipment represents approximately 20% of the cost of this project and will be required with all of the bids for this project.

Shop drawings are an important part of a project's design and installation. They would normally be included in the purchase price of any equipment to be installed but doing this work early and having the documents included in the whole project's bid package should allow the prospective

bidders to have a more accurate picture of the work that needs to be done and should result in better estimates from all bidders. The cost for this proposed work is \$115,720, and was included in the overall UV project's budget.

**BUDGET IMPACT:**

Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

**WYOMING-TROJAN TECHNOLOGIES CONTRACT**

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

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

"Effective Date" means: \_\_\_\_\_, 2020.

"Items" means the services and drawings City is purchasing from Contractor as itemized in the Proposal.

"Proposal" means Contractor's proposal attached as Exhibit B.

"Terms and Conditions" means the attached Exhibit A entitled "Wyoming-Trojan Technologies Terms and Conditions."

"Contractor" means Trojan Technologies Group, ULC, a company formed under the laws of British Columbia, Canada, the principal office of which is at 3020 Gore Road, London, ON N5V 4T7, Canada, and the Michigan registered address of which is The Corporation Company, 40600 Ann Arbor Rd E, Ste 201, Plymouth, MI 48170.

**AGREEMENT**

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

1. Contractor will supply the Items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants Contractor is complying with and will comply with the Terms and Conditions.
4. The following provisions based, in part, on Contractor's standard terms and conditions of sale also apply to this Contract, but no other part of Contractor's terms and conditions of sale apply to this Contract.
  - A. The contract is only to provide shop drawings of Contractor's products to be produced as part of City's ultraviolet disinfection project at City's clean water plant. The shop drawings will be used by City and City's consulting engineer, Black & Veatch, to produce plans and specifications for permitting and bidding that project. The construction contractor selected after bidding the work to construct and install that project will be the purchaser of Contractor's equipment pursuant to a separate contract.
  - B. The shop drawings produced pursuant to this contract will be used only as indicated above and for no other purposes or projects. The shop drawings and the products they depict are and will remain Contractor's intellectual property and may be used, reproduced and shared with others only for the purposes permitted in this contract. Any other use, reproduction or sharing of the shop drawings will require Contractor's prior written consent.
  - C. If those shop drawings display Contractor's identification, logo or other identifying marks, any reproduction of those drawings for permitting, bidding or other purposes shall include that identifying information.
  - D. Payment for the shop drawings will be invoiced in accordance with the terms stated in the Proposal, in U.S. dollars, due within 30 days of City's receipt of the invoice. Invoices may be sent by e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) with a copies to [burkej@wyomingmi.gov](mailto:burkej@wyomingmi.gov) and [ericksonm@wyomingmi.gov](mailto:ericksonm@wyomingmi.gov). The parties both recognize there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, City must verbally confirm any new or changed mailing or banking transfer instructions by calling Contractor and speaking with Contractor's Accounts Receivable Manager before transferring any monies using new instructions. Both parties agree not to institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a 10-day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.
  - E. Unless otherwise specifically stated in the Proposal, Contractor provides the following Limited Warranty. Contractor warrants that shop drawings provided under this Contract will be consistent with the standard of practice in the municipal utility industry for such drawings. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for shop drawings not meeting this Limited Warranty is replacement, credit or refund of the purchase price, as determined by Contractor in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as Contractor is willing to provide such replacement, credit or refund. To make a claim, City or City's consulting engineer must notify Contractor in writing within 5 days of discovery of the defect in question including a description of the problem and any other information detailing the problem.
  - F. Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, employees, and consultants ("**Indemnified Parties**"). Contractor is responsible for and will defend, indemnify and hold harmless City Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Contractor's breach of the Limited Warranty. City is responsible for and will

defend, indemnify and hold harmless Contractor Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of the shop drawings or the breach of any provision of this Contract by City or City's engineering consultants.

G. Contractor and Contractor's successors-in-interest, assignees, affiliates, directors, officers, and employees will not be liable to City under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the shop drawing purchased hereunder; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to inaccurate measurements or reporting; or claims of City's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of Contractor and Contractor's successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance of this Contract, or Contractor's obligations in connection with the preparation, delivery, and/or use of shop drawings, will in no circumstance exceed the amount actually paid to Contractor for the shop drawings under this Contract.

H. City may not assign and of City's rights, duties or obligations under this Contract to any other person.

I. This Contract is with a Michigan governmental unit and relates to equipment to be installed in a Michigan wastewater treatment plant. It is made under and will be interpreted under Michigan law without regard to conflicts of law provisions. Any action brought under, pursuant to or to enforce any provision in this Contract must be in the state courts in Kent County, Michigan or in the United States District Court for the Western District of Michigan. Contractor consents to the jurisdiction of those courts.

6. This is the only agreement between the parties regarding the purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

**CITY OF WYOMING**

**TROJAN TECHNOLOGIES GROUP, ULC**

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

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


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

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

Date signed: \_\_\_\_\_, 2020

Date signed: \_\_\_\_\_, 2020

Approved as to form:

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

## WYOMING-TROJAN TECHNOLOGIES TERMS AND CONDITIONS

1. Applicability. These Terms and Conditions (“**Terms**”) apply to the contract between the City of Wyoming (“**City**”) and Trojan Technologies ULC (“**Contractor**”) for shop drawings related to the City’s ultraviolet disinfection technology project at City’s wastewater treatment plant. By signing the contract to which these Terms are attached (“**Contract**”) Contractor promises it does comply and will comply with them.

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

3. Qualifications. Contractor represents and promises that:

A. Contractor and personnel engaged by Contractor to provide services under the Contract have and will maintain needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services.

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

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

D. Contractor is not an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

4. Nondiscrimination. Contractor will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability. Contractor will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).

5. Ethical Standards. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflicting with the Contract; (ii) engaging in an act creating an appearance of impropriety with respect to the Contract award or performance; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay anyone, except its employees and consultants, consideration contingent upon Contract award. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee

of any parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another elected or appointed City officer or board/commission member except as disclosed in writing to City. Contractor will immediately notify City of any change in this status.

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

7. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the Contract will not infringe any copyright, patent, trademark or other intellectual property right. Contractor will, without cost to City, defend actions against City or City’s officers or employees for alleged infringement of intellectual property rights because of their sale or use as part of the Contract and will pay all costs, damages, and profits recoverable in any such action.

8. Taxes. City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting City’s Finance Department.

9. Risk Allocation. Contractor is solely responsible for (i) means and methods of the work provided under the Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under the Contract. Contractor will hold City and City’s officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than City directly resulting from Contractor’s negligent acts or omission or breach in performance of its obligations under the Contract. Contractor will reimburse City for or pay in City’s stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Contractor’s work under the Contract.

10. Records. Because City is a public entity receiving/receives funds from other governmental agencies, City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the Contract, including, items supplied or used in performance of the Contract, and all work under the Contract for at least 6 years after completion of the Contract. Contractor shall, upon City’s request, allow inspection, auditing and copying of retained records (under reasonable conditions) directly related to Supplier’s compliance with laws, regulations (e.g., safety) and proper invoicing.

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

12. Independent Contractor. Contractor is wholly independent of City and none of Contractor’s personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor’s personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor’s personnel for services or work provided under the Contract. City has no responsibility to supervise, compensate or insure Contractor or Contractor’s personnel.

**EXHIBIT B**

**SCOPE OF SUPPLY FOR WYOMING MI WASTEWATER TREATMENT PLANT  
ULTRAVIOLET DISINFECTION EQUIPMENT SHOP DRAWINGS– TROJANUVSigna™**

**Prepared for:** Black and Veatch and City of Wyoming  
**Specification Section:** 43 11 33.11  
**Description** Detailed Shop drawings and submittal package  
**Submitted by:** Rob Jansen  
**Trojan Quote:** 217891

**The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.**

**Please refer inquiries to Trojan Manufacturer's Representative:**

Representative: Mike Wright  
Peterson and Matz  
Phone: 616-350-1671  
Email: michael.wright@petersonandmatz.com

This proposal has been respectfully submitted by,  
**Trojan Technologies**



Rob Jansen  
Regional Sales Manager

## **GENERAL DESCRIPTION**

In preparation for final design of the City of Wyoming's UV Disinfection project Trojan will prepare a detailed design package/shop drawings to be included in the bidding documents to give contractors details to aid in more accurate project pricing.

## **UV SYSTEM DOCUMENTATION (SUBMITTALS SHOP DRAWINGS AND O&M MANUALS)**

### **Trojan's Responsibility:**

Trojan will supply a detailed layout drawings, controls philosophy, electrical drawings and cut sheets of PDC, HSC, and SCC along with any auxiliary equipment. Trojan will also provide detailed mechanical drawings of weirs and other miscellaneous equipment along with hydraulic dose calcs and a detailed project and system description. Warranties, SDS, product submittals including storage instructions, installation, operation and maintenance manuals will be provided as part of these submittals as well.

The following documentation will be supplied by Trojan per the following schedule:

- One (1) electronic copy of Trojan Shop Drawing Submittals 4 - 6 weeks after receipt of written purchase order (hardcopies available upon request)
- One (1) electronic copy of Trojan Standard O&M manuals at time of equipment delivery (or before if requested - hardcopies also available upon request)

## **PRICE**

**\$ 115,720 USD (10% of the total equipment cost)**

**Net 30 days**

Selling price does not include any duties or taxes that may be applicable.

Freight included if destination is within North America.

Incoterms 2002: Ex Works (EXW) or Cost, Insurance and Freight (CIF) to destination or port will apply for all other destinations.

## **TERMS & CONDITIONS**

See Wyoming-Trojan Technologies Contract attached.

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

RESOLUTION TO EXTEND THE BID  
FOR BALLISTIC VESTS

WHEREAS:

1. The City Council awarded the bid for ballistic vests on June 3, 2019 via Resolution number 26418.
2. As detailed in the attached Staff Report, On Duty Gear, LLC has offered to extend their current bid pricing through May 31, 2021.
3. As detailed in the attached Staff Report, funds for the vests are budgeted in various public safety accounts with the appropriate account charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for ballistic vests through May 31, 2021.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                     No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 18, 2020.

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

ATTACHMENTS:

Staff Report

Letter

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

**STAFF REPORT**

DATE: May 3, 2020  
Subject: Public Safety – Police Ballistic Vest Contract Extension  
From: Captain James Maguffee  
Meeting Date: May 18, 2020

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**RECOMMENDATION:**

It is recommended that the City Council authorize a one-year extension of the contract with On-Duty Gear, LLC for the procurement of ballistic vests for police officers and crime scene technicians.

**COMMUNITY, SAFETY, STEWARDSHIP:**

Keeping our officers as safe as possible as they protect our community is a vital part of our leadership responsibilities. The city council has always demonstrated their unwavering commitment to this effort. The extension of the current contract allows a second year of vest purchases to be made without cost increases and without having to re-bid.

**DISCUSSION:**

In June 2019, after a competitive bid process, the council approved a contract with On Duty Gear, LLC. for ballistic vest purchases for police officers and crime scene technicians. On Duty Gear has agreed to extend the 2019 price for another year. We still recommend this exact model vest and it remains one approved for matching grant funding through the Federal Government’s Bulletproof Vest Partnership.

**BUDGET IMPACT:**

Funds are identified in the uniform lines of the budget and are specific to the division to which the employee is assigned:

Patrol: 101.305.31500.744  
Investigations: 101.305.31000.744  
Forensic Science: 101.305.31200.744  
Administration: 101.305.30500.744



P.O. Box 1258  
Port Huron, MI 48061-1258  
[www.ondutygear.com](http://www.ondutygear.com)

March 16, 2020

City of Wyoming  
ATTN: Lt. Mark Easterly  
2300 DeHoop Ave. SE  
Wyoming, MI 48509

Lt. Easterly:

The purpose of this letter is to advise you that on behalf of On Duty Gear, LLC we have agreed to extend the current bid pricing of \$720 per vest (Armor Express Razor Level II w/(2) Dark Navy Revolution Carriers and 5x8 or 7x10 Ara-Shock FE ICW Plate) for an additional year. This will give the Wyoming Police Department a new pricing expiration date of May 31, 2021.

On Duty Gear, LLC values the business relationship we have shared with the City of Wyoming and look forward to serving you well into the future!

Best Regards,

---

Paul S. Riddell  
President/CEO  
On Duty Gear, LLC

cc: file

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

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bid has been obtained on the below listed item.
2. The bid received have been reviewed and evaluated as per the attached Staff Report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed items as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
External Ballistic Vest Carriers and Equipment Pouches	On Duty Gear LLC	Bid prices as shown on the attached bid proposal form

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 18, 2020.

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

ATTACHMENTS:  
Staff Report  
Bid Proposal Form

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

## STAFF REPORT

Date: May 3, 2020

Subject: Public Safety – Police External Ballistic Vest Carriers and Equipment Pouches

From: Captain Kip Snyder

Meeting Date: May 18, 2020

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### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of Armor Express Traverse externally worn body armor carriers and three corresponding equipment pouches to be attached to the carrier. At this time, we have 55 of our staff that have indicated that they would like the external carriers / pouches. Cost for the 55 carriers / pouches is \$16,005.

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

The Wyoming Department of Public Safety is committed to serving our community and our visitors by providing excellent customer service. We are committed to the safety and health of our staff and to provide them with the needed tools to fulfill their mission. We also strive to maintain excellent fiscal responsibility.

### **DISCUSSION:**

Bid documents were sent to 55 prospective bidders. The only bid we received was from On Duty Gear LLC for the external vest carriers and pouches.

Previously, the Department had some of its staff test and evaluate these external carriers and corresponding equipment pouches that attach to the outside of the vest. They found that they were very comfortable to wear during their entire shift and provided the needed access to their duty equipment. They also found that this type of ballistic vest carrier was able to spread the weight of their duty gear across their shoulders as it moves the bulk of the equipment and weight that an officer carries on their duty belt through the hips, up to the vest and then spreads it across their shoulders. They found that they were less fatigued and suffered less back, hip, and leg aches.

On Duty Gear provides easy and convenient on-site fitting of the external carriers. They also can accommodate different days and times to fit our staff to coincide with their shift schedule.

### **BUDGET IMPACT:**

Sufficient funds have been allocated the Drug Forfeiture Account: 265-305-31500-973.013

Attachment: Bid Proposal Form

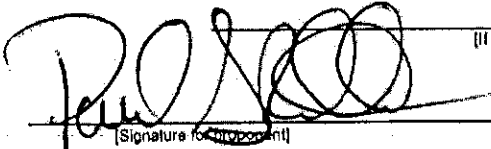
**BID/PROPOSAL FORM CONTINUED**

Bid price below as per the specifications herein:

	Bid Price (for one)	Bid Price (if ordered in quantities of 50 or more)
Armor Express Traverse externally worn body armor carrier, TRAMMOLCLAPD, in navy blue	\$225.00	\$225.00
Armor Express Double Pistol Magazine Pouch, TPVPCDMLK	\$14.00	\$14.00
Armor Express Handcuff Pouch, TPVHSCBLK	\$17.00	\$17.00
Armor Express Radio Pouch, TPVRACBLK	\$17.00	\$17.00
Set of LAPD Navy blue .ID tags – One front (bearing first initial.last name) and one back (POLICE). Lettering must be grey in color	\$18.00	\$18.00

On Duty Gear, LLC

[Proponent's Complete Business Name]

  
[Signature for proponent]

[If Proponent is DBA Include Full Proponent DBA Here]

Marian E. Riddell  
[2nd signature for proponent]

Paul S. Riddell-President  
[Printed name and title of person signing]

Marian E. Riddell-Owner  
[Printed name and title of 2nd person signing]

Date signed: 04/02/2020

44315 N. Groesbeck Hwy.  
[Proponent's street address]

586-463-0099  
[Proponent's business phone]

Clinton Twp. MI 48036  
[City] [State] [Zip]

810-650-5004  
[Cell phone number(s) of person(s) signing for proponent]

paul@ondutygear.com  
[E-mail address(s) of person(s) signing for proponent]

Limited Liability Company-MI  
[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was for]

