

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, MAY 21, 2012, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor Wayne Ondersma, The Dock Ministries
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of May 7, 2012 and the work session of May 14, 2012
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**

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

  - a) Of Appreciation to Michael Martz for His Service as a Member of the Downtown Development Authority for the City of Wyoming
  - b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Detail Technologies, LLC
- 15) Resolutions**
  - c) General Appropriations Act: A Resolution to Adopt the Budget for the City of Wyoming for the Fiscal Year Ending June 30, 2013 and to Provide for the Amount to be Raised by Property Taxes
  - d) To Approve the Grand Valley Regional Biosolids Authority Budget for Fiscal Year 2012-2013
  - e) To Approve the 2012-2020 Street and Utility Capital Improvements Program
  - f) To Amend a Portion of the City of Wyoming Fee Schedule
  - g) To Authorize the Mayor and City Clerk to Execute an Employment Agreement with the City Manager
  - h) To Approve the Interlocal Agreement for the Silver Line Bus Rapid Transit Project and Authorize the Mayor and City Clerk to Sign the Agreement

- i) To Authorize Participation in the Regional Storm Water Pollution Prevention Initiative and the Regional Public Education Plan for the NPDES Phase II Storm Water Permit
- j) To Repay the Special Assessment Fund for the Loan to the South Kent Recreation Association (Budget Amendment No. 41)
- k) To Approve the Laboratory Services Agreement Between the City of Wyoming and the City of Grand Rapids and to Authorize the Mayor and City Clerk to Execute the Agreement
- l) To Appoint a Committee of Council to Conduct a Business License Revocation Hearing for David Mayville, Anarchy Ink Tattoos
- m) To Approve Final Payment to the Michigan Department of Transportation for the Reconstruction of the 28<sup>th</sup> Street Bridge Over US-131 (Budget Amendment No. 42)

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

- n) To Accept a Proposal for Audit Services
- o) To Approve Payment to the City of Grand Rapids for the Installation of a Traffic Camera at the Intersection of 32<sup>nd</sup> Street and Eastern Avenue as Part of the Traffic Detection Project – Phase III Project Throughout the Grand Rapids Area (Budget Amendment No. 40)
- p) To Accept a Quotation for Inspection and Service of the Rotating Assembly of the Clean Water Plant’s West Centrifuge
- q) To Accept a Quotation for the Replacement of Three Low Service Pump Valve Actuators (Budget Amendment No. 44)
- r) To Authorize the Purchase of Cisco Switch Components

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

**20) Closed Session** (as necessary)

**21) Adjournment**

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

RESOLUTION OF APPRECIATION TO MICHAEL MARTZ FOR HIS SERVICE  
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
FOR THE CITY OF WYOMING

WHEREAS:

1. Michael Martz has served faithfully and effectively as a member of the Downtown Development Authority since June 16, 2008.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Michael Martz for his dedicated service as a member of the Downtown Development Authority.

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:

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

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

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN  
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE  
IN THE CITY OF WYOMING FOR DETAIL TECHNOLOGIES, LLC

WHEREAS:

1. The City established Industrial Development District Number 253, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 19774 on August 7, 2000.
2. Detail Technologies, LLC has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 253, with an estimated cost of \$2,490,000.00 for personal property and \$280,000.00 in real property to be located at 5900 Cross Roads Commerce Parkway SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Detail Technologies, LLC, for an Industrial Facility Exemption Certificate shall be held at 7:01 p.m. on June 4, 2012, in the City Council Chambers, City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

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

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:     Staff Memo

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

Staff Report

Date: 05/14/2012  
Subject: Detail Technologies, LLC  
From: Kelli Vandenberg, Assistant to the City Manager  
Meeting Date: June 4, 2012 City Council Meeting

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Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Detail Technologies, LLC based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – Detail Technologies, LLC has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local manufacturer, encourage continued investment by Detail Technologies and provide additional employment opportunities to the area.

Discussion:

Detail Technologies has been operating and growing in the City of Wyoming for twelve (12) years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below by facility:

|                           |  |
|---------------------------|--|
| Address of project:       | 5900 Cross Road Commerce Parkway SW<br>Wyoming, MI 49519 |
| Personal Property:        | \$2,490,000.00   |
| Real Property:            | \$ 280,000.00  |
| Estimated Jobs:           | 7 new jobs<br>46 retained jobs                           |
| Starting date of project: | May 2012   |

Detail Technologies, LLC seeks to increase production of the materials it supplies to the aerospace, medical, office furniture and automotive industries and intends to do so by

expanding its Cross Roads Commerce Parkway facility and adding additional milling equipment. This planned expansion will allow the company to increase production in order to support growing demand for its products and will require an additional 7 positions to support its operations.

**Budget Impact:**

The estimated first year tax savings for Detail Technologies, which is located in the Wyoming Public School District, is \$43,791.07.

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

**GENERAL APPROPRIATIONS ACT  
A RESOLUTION TO ADOPT THE BUDGET FOR THE CITY OF WYOMING  
FOR THE FISCAL YEAR ENDING JUNE 30, 2013 AND TO  
PROVIDE FOR THE AMOUNT TO BE RAISED BY PROPERTY TAXES**

**WHEREAS:**

1. Chapter 8 of the Charter of the City of Wyoming requires that the City Manager submit a recommended budget to the City Council; that a public hearing be held on said proposed budget; and that the City Council by resolution adopt a budget for the ensuing fiscal year, make an appropriation of the money needed therefore, and designate the sum to be raised by taxation; and
2. The Manager has submitted said budget recommendation and a public hearing has been held thereon; now, therefore,

**NOW, THEREFORE, BE IT RESOLVED:**

1. As provided in Section 8.4 of the City Charter, and in conformity with Public Act 621 of 1978, the Uniform Budgeting and Accounting Act, that the budgets attached hereto and made a part hereof by reference are hereby considered and adopted, to be administered on an activity level, with the exception of the Capital Improvement Fund, which will be administered on a project level, as the budgets of the City of Wyoming to cover the operations and expenditures thereof for the fiscal year ending June 30, 2013,
2. The amount necessary to be raised by taxation by the levy of 11.6373 mills for operations (0.6881 mills greater than the base tax rate of 10.9492 mills, as defined by Public Act 5 of 1982), and levy of .2500 mills for general debt on the taxable value of all real and personal property in the City be approved as follows:

| <u>Levy</u>                 | <u>P.A. 5<br/>Base<br/>Rate</u> | <u>Additional<br/>Rate</u> | <u>City Tax<br/>Rate</u> | <u>Headlee<br/>Limit</u> |
|-----------------------------|---------------------------------|----------------------------|--------------------------|--------------------------|
| Operations - Charter Levies | 10.8438                         | 0.3935                     | 11.2373                  | 11.7905                  |
| Operations - State Levies   | <u>0.1054</u>                   | <u>0.2946</u>              | <u>0.4000</u>            | <u>2.7890</u>            |
| Total Operations            | <u>10.9492</u>                  | <u>0.6881</u>              | 11.6373                  | <u>14.5795</u>           |
| Debt Service                |                                 |                            |                          |                          |
| Library Construction Bonds  |                                 |                            | <u>0.2500</u>            |                          |
| Total Debt Service          |                                 |                            | <u>0.2500</u>            |                          |
| <b>Total Tax Rate</b>       |                                 |                            | <u>11.8873</u>           |                          |

3. The City Manager be authorized to transfer necessary amounts between activities/departments within a fund and make any adjustments within a fund which do not affect ending fund balance.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes

No

I hereby certify that the foregoing Resolution was adopted by the Council of the City of Wyoming, Michigan, at a regular session held on the:

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Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

1. Staff Report of Changes
2. All Fund – Revenue and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
3. Annual Budget by Account Classification Report

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

City of Wyoming

All Funds - Revenue and Other Sources, Expenditures and Other Uses, and Changes in Fund  
Fiscal Year 2012 - 2013

|                                       | Fund Balance<br>Beginning of<br>Year | Revenue and<br>Other Sources | Expenditures<br>and Other Uses | Excess<br>(Deficiency) | Fund Balance<br>End of Year |
|---------------------------------------|--------------------------------------|------------------------------|--------------------------------|------------------------|-----------------------------|
| General Fund                          | \$ 11,957,147                        | \$ 29,292,580                | \$ 29,863,530                  | \$ (570,950)           | \$ 11,386,197               |
| Major Street                          | 941,604                              | 3,897,000                    | 3,132,710                      | 764,290                | 1,705,894                   |
| Local Street                          | 252                                  | 1,589,000                    | 1,455,920                      | 133,080                | 133,332                     |
| Public Safety                         | 1,345,930                            | 2,401,000                    | 2,401,000                      | 0                      | 1,345,930                   |
| Fire                                  | 100                                  | 1,436,600                    | 1,436,600                      | 0                      | 100                         |
| Police                                | 100                                  | 2,394,500                    | 2,394,500                      | 0                      | 100                         |
| Parks & Recreation                    | 1,095,621                            | 3,427,170                    | 3,542,530                      | (115,360)              | 980,261                     |
| Sidewalk Snow Removal & Repair        | 19,882                               | 288,700                      | 307,900                        | (19,200)               | 682                         |
| Solid Waste Disposal Fund             | 179,628                              | 772,600                      | 562,570                        | 210,030                | 389,658                     |
| Inspections                           | 482,203                              | 1,394,000                    | 1,433,100                      | (39,100)               | 443,103                     |
| Community Development Block Grant     | 254,285                              | 789,490                      | 785,210                        | 4,280                  | 258,565                     |
| Drug Law Enforcement                  | 15,554                               | 5,170                        | 0                              | 5,170                  | 20,724                      |
| Library                               | 627,838                              | 242,730                      | 394,950                        | (152,220)              | 475,618                     |
| Debt Service                          | 187,036                              | 1,540,030                    | 1,611,160                      | (71,130)               | 115,906                     |
| MTF Major & Local Street Debt Service | 0                                    | 880,740                      | 880,740                        | 0                      | 0                           |
| Capital Improvement                   | 1,467,400                            | 5,258,900                    | 5,537,290                      | (278,390)              | 1,189,010                   |
| Sewer*                                | 6,428,433                            | 17,072,340                   | 17,073,500                     | (1,160)                | 6,427,273                   |
| Sewer Improvement Reserve*            | 1,818,658                            | 120,000                      | 545,540                        | (425,540)              | 1,393,118                   |
| Sewer Bond and Interest Reserve*      | 4,720,936                            | 54,000                       | 0                              | 54,000                 | 4,774,936                   |
| Water*                                | 10,477,825                           | 22,683,230                   | 22,684,240                     | (1,010)                | 10,476,815                  |
| Water Improvement Reserve*            | 3,415,235                            | 126,000                      | 1,155,230                      | (1,029,230)            | 2,386,005                   |
| Water Bond and Interest Reserve*      | 4,357,962                            | 34,000                       | 0                              | 34,000                 | 4,391,962                   |
| Motor Pool*                           | 684,813                              | 4,033,450                    | 3,655,590                      | 377,860                | 1,062,673                   |
| Motor Pool Depreciation Reserve*      | 3,862,392                            | 1,356,700                    | 791,500                        | 565,200                | 4,427,592                   |
|                                       | <u>\$ 54,340,834</u>                 | <u>\$ 101,089,930</u>        | <u>\$ 101,645,310</u>          | <u>\$ (555,380)</u>    | <u>\$ 53,785,454</u>        |

\* Working Capital Basis

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

|                                 | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|---------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 101 General Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                  |                        |                          |                                  |
| Taxes                           | \$ 10,324,300          | \$ 10,302,600            | \$ 9,897,500                     |
| Licenses and Permits            | 890,000                | 1,005,090                | 1,003,700                        |
| Federal Grants                  | 1,186,000              | 1,155,600                | 523,850                          |
| State Grants                    | 4,994,440              | 5,832,540                | 5,391,450                        |
| Contributions from Local Units  | 256,140                | 293,140                  | 183,410                          |
| Charges for Service             | 3,931,310              | 3,933,588                | 3,748,060                        |
| Fines and Forfeitures           | 1,600,000              | 1,900,000                | 1,900,000                        |
| Interest and Rentals            | 271,590                | 350,600                  | 352,760                          |
| Other Revenues                  | 69,800                 | 67,718                   | 59,750                           |
| Other Financing Sources         | 6,500,050              | 6,515,440                | 6,232,100                        |
| Revenue Totals                  | <u>30,023,630</u>      | <u>31,356,316</u>        | <u>29,292,580</u>                |
| <b>Expenditures</b>             |                        |                          |                                  |
| Personal Services               | 20,568,910             | 20,189,710               | 20,671,380                       |
| Supplies                        | 527,730                | 461,970                  | 505,670                          |
| Other Services and Charges      | 8,805,940              | 8,779,360                | 8,614,420                        |
| Capital Outlay                  | 856,280                | 738,200                  | 303,300                          |
| Transfers Out                   | (257,540)              | (254,630)                | (231,240)                        |
| Expenditure Totals              | <u>30,501,320</u>      | <u>29,914,610</u>        | <u>29,863,530</u>                |
| <b>Fund Total: General Fund</b> | (477,690)              | 1,441,706                | (570,950)                        |
| <b>Fund Balance, Beginning</b>  | <u>10,515,441</u>      | <u>10,515,441</u>        | <u>11,957,147</u>                |
| <b>Fund Balance, Ending</b>     | <u>\$ 10,037,751</u>   | <u>\$ 11,957,147</u>     | <u>\$ 11,386,197</u>             |
| <b>Tax Rate (Mills)</b>         | \$ 4.6695              |                          | \$ 4.6695                        |

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

|                                    | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|------------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 110 Allocation Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                     |                        |                          |                                  |
| Other Financing Sources            | \$ -                   | \$ -                     | \$ -                             |
| Revenue Totals                     | -                      | -                        | -                                |
| <b>Expenditures</b>                |                        |                          |                                  |
| Personal Services                  | 1,217,910              | 1,215,710                | 1,233,170                        |
| Supplies                           | 9,600                  | 7,600                    | 7,800                            |
| Other Services and Charges         | 142,680                | 138,260                  | 135,130                          |
| Capital Outlay                     | 13,900                 | 13,900                   | 29,000                           |
| Transfers Out                      | (1,384,090)            | (1,375,470)              | (1,405,100)                      |
| Expenditure Totals                 | -                      | -                        | -                                |
| <b>Fund Total: Allocation Fund</b> | -                      | -                        | -                                |
| <b>Fund Balance, Beginning</b>     | -                      | -                        | -                                |
| <b>Fund Balance, Ending</b>        | \$ -                   | \$ -                     | \$ -                             |

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

|                                       | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|---------------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 202 Major Streets Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                        |                        |                          |                                  |
| Licenses and Permits                  | \$ 230,000             | \$ 230,000               | \$ 235,000                       |
| Federal Grants                        | 577,500                | 577,500                  | -                                |
| State Grants                          | 3,350,000              | 3,530,000                | 3,630,000                        |
| Charges for Service                   | -                      | 800                      | -                                |
| Interest and Rentals                  | 1,200                  | 5,000                    | 2,000                            |
| Other Revenues                        | 30,000                 | 45,000                   | 30,000                           |
| Other Financing Sources               | (450,000)              | (450,000)                | -                                |
| Revenue Totals                        | <u>3,738,700</u>       | <u>3,938,300</u>         | <u>3,897,000</u>                 |
| <b>Expenditures</b>                   |                        |                          |                                  |
| Personal Services                     | 1,257,180              | 1,249,250                | 1,120,830                        |
| Supplies                              | 519,440                | 446,940                  | 450,950                          |
| Other Services and Charges            | 1,216,880              | 1,544,310                | 1,110,930                        |
| Capital Outlay                        | 577,500                | 577,500                  | -                                |
| Transfers Out                         | 450,000                | 450,000                  | 450,000                          |
| Expenditure Totals                    | <u>4,021,000</u>       | <u>4,268,000</u>         | <u>3,132,710</u>                 |
| <b>Fund Total: Major Streets Fund</b> | (282,300)              | (329,700)                | 764,290                          |
| <b>Fund Balance, Beginning</b>        | <u>1,271,304</u>       | <u>1,271,304</u>         | <u>941,604</u>                   |
| <b>Fund Balance, Ending</b>           | <u>\$ 989,004</u>      | <u>\$ 941,604</u>        | <u>\$ 1,705,894</u>              |

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

**Summary**

|                                       | <b>2012 Amended<br/>Budget</b> | <b>2012 Estimated<br/>Amount</b> | <b>2013 City Council<br/>Recommended</b> |
|---------------------------------------|--------------------------------|----------------------------------|--|
| <b>Fund: 203 Local Streets Fund</b>   |                                |                                  |  |
| <b>Revenue</b>                        |                                |                                  |  |
| Licenses and Permits                  | \$ 30,000                      | \$ 30,000                        | \$ 30,000                                |
| State Grants                          | 1,000,000                      | 1,000,000                        | 1,100,000                                |
| Charges for Service                   | -                              | 500                              | -  |
| Interest and Rentals                  | 1,500                          | 3,000                            | 3,000                                    |
| Other Revenues                        | 5,000                          | 7,600                            | 6,000                                    |
| Other Financing Sources               | 450,000                        | 450,000                          | 450,000                                  |
| Revenue Totals                        | <u>1,486,500</u>               | <u>1,491,100</u>                 | <u>1,589,000</u>                         |
| <b>Expenditures</b>                   |                                |                                  |  |
| Personal Services                     | 556,660                        | 570,890                          | 605,730                                  |
| Supplies                              | 171,300                        | 147,100                          | 149,000                                  |
| Other Services and Charges            | 694,060                        | 1,350,580                        | 701,190                                  |
| Expenditure Totals                    | <u>1,422,020</u>               | <u>2,068,570</u>                 | <u>1,455,920</u>                         |
| <b>Fund Total: Local Streets Fund</b> | 64,480                         | (577,470)                        | 133,080                                  |
| <b>Fund Balance, Beginning</b>        | <u>577,722</u>                 | <u>577,722</u>                   | <u>252</u>                               |
| <b>Fund Balance, Ending</b>           | <u>\$ 642,202</u>              | <u>\$ 252</u>                    | <u>\$ 133,332</u>                        |

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

|                                       | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|---------------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 205 Public Safety Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                        |                        |                          |                                  |
| Taxes                                 | \$ 2,499,500           | \$ 2,498,470             | \$ 2,391,000                     |
| Interest and Rentals                  | 500                    | 17,000                   | 10,000                           |
| Revenue Totals                        | <u>2,500,000</u>       | <u>2,515,470</u>         | <u>2,401,000</u>                 |
| <b>Expenditures</b>                   |                        |                          |                                  |
| Transfers Out                         | <u>2,500,000</u>       | <u>2,515,470</u>         | <u>2,401,000</u>                 |
| Expenditure Totals                    | <u>2,500,000</u>       | <u>2,515,470</u>         | <u>2,401,000</u>                 |
| <b>Fund Total: Public Safety Fund</b> | -                      | -                        | -                                |
| <b>Fund Balance, Beginning</b>        | <u>1,345,930</u>       | <u>1,345,930</u>         | <u>1,345,930</u>                 |
| <b>Fund Balance, Ending</b>           | <u>\$ 1,345,930</u>    | <u>\$ 1,345,930</u>      | <u>\$ 1,345,930</u>              |
| <b>Tax Rate (Mills)</b>               | \$ 1.2500              |                          | \$ 1.2500                        |

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

|                                | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|--------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 206 Fire Fund</b>     |                        |                          |                                  |
| <b>Revenue</b>                 |                        |                          |                                  |
| Taxes                          | \$ 1,499,800           | \$ 1,498,950             | \$ 1,434,600                     |
| Interest and Rentals           | 250                    | 2,000                    | 2,000                            |
| Revenue Totals                 | <u>1,500,050</u>       | <u>1,500,950</u>         | <u>1,436,600</u>                 |
| <b>Expenditures</b>            |                        |                          |                                  |
| Transfers Out                  | <u>1,500,050</u>       | <u>1,500,950</u>         | <u>1,436,600</u>                 |
| Expenditure Totals             | <u>1,500,050</u>       | <u>1,500,950</u>         | <u>1,436,600</u>                 |
| <b>Fund Total: Fire Fund</b>   | -                      | -                        | -                                |
| <b>Fund Balance, Beginning</b> | <u>100</u>             | <u>100</u>               | <u>100</u>                       |
| <b>Fund Balance, Ending</b>    | <u>\$ 100</u>          | <u>\$ 100</u>            | <u>\$ 100</u>                    |
| <b>Tax Rate (Mills)</b>        | \$ 0.7500              |                          | \$ 0.7500                        |

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

**Summary**

|                                | <b>2012 Amended<br/>Budget</b> | <b>2012 Estimated<br/>Amount</b> | <b>2013 City Council<br/>Recommended</b> |
|--------------------------------|--------------------------------|----------------------------------|--|
| <b>Fund: 207 Police Fund</b>   |                                |                                  |  |
| <b>Revenue</b>                 |                                |                                  |  |
| Taxes                          | \$ 2,499,500                   | \$ 2,495,520                     | \$ 2,391,000                             |
| Interest and Rentals           | 500                            | 3,500                            | 3,500                                    |
| Revenue Totals                 | <u>2,500,000</u>               | <u>2,499,020</u>                 | <u>2,394,500</u>                         |
| <b>Expenditures</b>            |                                |                                  |  |
| Transfers Out                  | <u>2,500,000</u>               | <u>2,499,020</u>                 | <u>2,394,500</u>                         |
| Expenditure Totals             | <u>2,500,000</u>               | <u>2,499,020</u>                 | <u>2,394,500</u>                         |
| <b>Fund Total: Police Fund</b> | -                              | -                                | -  |
| <b>Fund Balance, Beginning</b> | <u>100</u>                     | <u>100</u>                       | <u>100</u>                               |
| <b>Fund Balance, Ending</b>    | <u>\$ 100</u>                  | <u>\$ 100</u>                    | <u>\$ 100</u>                            |
| <b>Tax Rate (Mills)</b>        | \$ 1.2500                      |                                  | \$ 1.2500                                |

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

|  | <u>2012 Amended<br/>Budget</u> | <u>2012 Estimated<br/>Amount</u> | <u>2013 City Council<br/>Recommended</u> |
|--|--------------------------------|----------------------------------|--|
| <b>Fund: 208 Parks and Recreation Fund</b>   |                                |                                  |  |
| <b>Revenue</b>                               |                                |                                  |  |
| Taxes  | \$ 3,000,500                   | \$ 2,995,190                     | \$ 2,869,200                             |
| Federal Grants                               | 1,046,440                      | 939,650                          | 180,130                                  |
| Contributions from Local Units               | 192,945                        | 192,950                          | 73,160                                   |
| Charges for Service                          | 234,410                        | 255,950                          | 242,680                                  |
| Interest and Rentals                         | 12,500                         | 25,300                           | 27,300                                   |
| Other Revenues                               | 54,945                         | 48,390                           | 34,700                                   |
| Revenue Totals                               | <u>4,541,740</u>               | <u>4,457,430</u>                 | <u>3,427,170</u>                         |
| <b>Expenditures</b>                          |                                |                                  |  |
| Personal Services                            | 2,811,980                      | 2,789,860                        | 2,082,270                                |
| Supplies                                     | 160,390                        | 133,650                          | 120,730                                  |
| Other Services and Charges                   | 1,522,470                      | 1,476,430                        | 1,211,530                                |
| Capital Outlay                               | 283,300                        | 263,360                          | 128,000                                  |
| Expenditure Totals                           | <u>4,778,140</u>               | <u>4,663,300</u>                 | <u>3,542,530</u>                         |
| <b>Fund Total: Parks and Recreation Fund</b> | (236,400)                      | (205,870)                        | (115,360)                                |
| <b>Fund Balance, Beginning</b>               | <u>1,301,491</u>               | <u>1,301,491</u>                 | <u>1,095,621</u>                         |
| <b>Fund Balance, Ending</b>                  | <u>\$ 1,065,091</u>            | <u>\$ 1,095,621</u>              | <u>\$ 980,261</u>                        |
| <b>Tax Rate (Mills)</b>                      | \$ 1.2500                      |                                  | \$ 1.2500                                |

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

|                                  | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|----------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 211 Sidewalk Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                   |                        |                          |                                  |
| Taxes                            | \$ 299,650             | \$ 298,250               | \$ 287,000                       |
| Interest and Rentals             | 400                    | 1,700                    | 1,700                            |
| Revenue Totals                   | <u>300,050</u>         | <u>299,950</u>           | <u>288,700</u>                   |
| <b>Expenditures</b>              |                        |                          |                                  |
| Other Services and Charges       | <u>302,640</u>         | <u>332,640</u>           | <u>307,900</u>                   |
| Expenditure Totals               | <u>302,640</u>         | <u>332,640</u>           | <u>307,900</u>                   |
| <b>Fund Total: Sidewalk Fund</b> | (2,590)                | (32,690)                 | (19,200)                         |
| <b>Fund Balance, Beginning</b>   | <u>52,572</u>          | <u>52,572</u>            | <u>19,882</u>                    |
| <b>Fund Balance, Ending</b>      | <u>\$ 49,982</u>       | <u>\$ 19,882</u>         | <u>\$ 682</u>                    |
| <b>Tax Rate (Mills)</b>          | \$ 0.1500              |                          | \$ 0.1500                        |

# City of Wyoming, Michigan Annual Budget by Account Classification Report

## Summary

|  | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|--|------------------------|--------------------------|----------------------------------|
| <b>Fund: 230 Solid Waste Disposal Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                               |                        |                          |                                  |
| Taxes  | \$ 798,470             | \$ 798,970               | \$ 765,100                       |
| Interest and Rentals                         | 4,500                  | 8,500                    | 7,500                            |
| Revenue Totals                               | <u>802,970</u>         | <u>807,470</u>           | <u>772,600</u>                   |
| <b>Fund: 230 Solid Waste Disposal Fund</b>   |                        |                          |                                  |
| Personal Services                            | 49,300                 | 127,590                  | 179,740                          |
| Supplies                                     | 5,000                  | 5,000                    | 2,000                            |
| Other Services and Charges                   | 728,080                | 744,740                  | 380,830                          |
| Expenditure Totals                           | <u>782,380</u>         | <u>877,330</u>           | <u>562,570</u>                   |
| <b>Fund Total: Solid Waste Disposal Fund</b> | 20,590                 | (69,860)                 | 210,030                          |
| <b>Fund Balance, Beginning</b>               | <u>249,488</u>         | <u>249,488</u>           | <u>179,628</u>                   |
| <b>Fund Balance, Ending</b>                  | <u>\$ 270,078</u>      | <u>\$ 179,628</u>        | <u>\$ 389,658</u>                |
| <b>Tax Rate (Mills)</b>                      | \$ 0.4000              |                          | \$ 0.4000                        |

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

|   | <b>2012 Amended<br/>Budget</b> | <b>2012 Estimated<br/>Amount</b> | <b>2013 City Council<br/>Recommended</b> |
|---|--------------------------------|----------------------------------|--|
| <b>Fund: 249 Building Inspection Fund</b>   |                                |                                  |  |
| <b>Revenue</b>                              |                                |                                  |  |
| Licenses and Permits                        | \$ 1,024,000                   | \$ 1,332,200                     | \$ 1,002,000                             |
| Federal Grants                              | 184,050                        | 205,000                          | 220,000                                  |
| Charges for Service                         | 148,560                        | 102,921                          | 85,000                                   |
| Fines and Forfeitures                       | 50,000                         | 70,960                           | 60,000                                   |
| Interest and Rentals                        | 400                            | -                                | -  |
| Other Revenues                              | 27,000                         | 26,000                           | 27,000                                   |
| Revenue Totals                              | <u>1,434,010</u>               | <u>1,737,081</u>                 | <u>1,394,000</u>                         |
| <b>Expenditures</b>                         |                                |                                  |  |
| Personal Services                           | 970,500                        | 951,999                          | 1,014,600                                |
| Supplies                                    | 11,500                         | 9,320                            | 10,230                                   |
| Other Services and Charges                  | 317,730                        | 410,100                          | 408,270                                  |
| Expenditure Totals                          | <u>1,299,730</u>               | <u>1,371,419</u>                 | <u>1,433,100</u>                         |
| <b>Fund Total: Building Inspection Fund</b> | 134,280                        | 365,662                          | (39,100)                                 |
| <b>Fund Balance, Beginning</b>              | <u>116,541</u>                 | <u>116,541</u>                   | <u>482,203</u>                           |
| <b>Fund Balance, Ending</b>                 | <u>\$ 250,821</u>              | <u>\$ 482,203</u>                | <u>\$ 443,103</u>                        |

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

|   | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|---|------------------------|--------------------------|----------------------------------|
| <b>Fund: 256 Community Development Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                                |                        |                          |                                  |
| Federal Grants                                | \$ 687,471             | \$ 687,476               | \$ 467,670                       |
| Charges for Service                           | 143,440                | 136,000                  | 140,000                          |
| Interest and Rentals                          | 13,000                 | 15,400                   | 15,250                           |
| Other Revenues                                | 895,700                | 442,140                  | 67,400                           |
| Other Financing Sources                       | 110,000                | 33,654                   | 99,170                           |
| Revenue Totals                                | <u>1,849,611</u>       | <u>1,314,670</u>         | <u>789,490</u>                   |
| <b>Expenditures</b>                           |                        |                          |                                  |
| Contingency                                   | 39,770                 | -                        | 43,700                           |
| Personal Services                             | 249,870                | 229,660                  | 119,000                          |
| Supplies                                      | 1,410                  | 1,450                    | 1,150                            |
| Other Services and Charges                    | 896,361                | 829,275                  | 621,360                          |
| Capital Outlay                                | 500                    | -                        | -                                |
| Expenditure Totals                            | <u>1,187,911</u>       | <u>1,060,385</u>         | <u>785,210</u>                   |
| <b>Fund Total: Community Development Fund</b> | 661,700                | 254,285                  | 4,280                            |
| <b>Fund Balance, Beginning</b>                | <u>-</u>               | <u>-</u>                 | <u>254,285</u>                   |
| <b>Fund Balance, Ending</b>                   | <u>\$ 661,700</u>      | <u>\$ 254,285</u>        | <u>\$ 258,565</u>                |

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

|  | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|--|------------------------|--------------------------|----------------------------------|
| <b>Fund: 265 Drug Law Enforcement Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                               |                        |                          |                                  |
| Fines and Forfeitures                        | \$ 5,000               | \$ 4,960                 | \$ 5,000                         |
| Interest and Rentals                         | 80                     | 170                      | 170                              |
| Revenue Totals                               | <u>5,080</u>           | <u>5,130</u>             | <u>5,170</u>                     |
| <b>Expenditures</b>                          |                        |                          |                                  |
| Transfers Out                                | -                      | -                        | -                                |
| Expenditure Totals                           | <u>-</u>               | <u>-</u>                 | <u>-</u>                         |
| <b>Fund Total: Drug Law Enforcement Fund</b> | 5,080                  | 5,130                    | 5,170                            |
| <b>Fund Balance, Beginning</b>               | <u>10,424</u>          | <u>10,424</u>            | <u>15,554</u>                    |
| <b>Fund Balance, Ending</b>                  | <u>\$ 15,504</u>       | <u>\$ 15,554</u>         | <u>\$ 20,724</u>                 |

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

|                                 | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|---------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 271 Library Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                  |                        |                          |                                  |
| Taxes                           | \$ 199,700             | \$ 199,400               | \$ 191,200                       |
| Contributions from Local Units  | 41,030                 | 41,030                   | 41,030                           |
| Interest and Rentals            | 6,500                  | 11,500                   | 10,500                           |
| Revenue Totals                  | <u>247,230</u>         | <u>251,930</u>           | <u>242,730</u>                   |
| <b>Expenditures</b>             |                        |                          |                                  |
| Supplies                        | 31,200                 | 28,400                   | 30,300                           |
| Other Services and Charges      | 389,490                | 375,910                  | 364,650                          |
| Expenditure Totals              | <u>420,690</u>         | <u>404,310</u>           | <u>394,950</u>                   |
| <b>Fund Total: Library Fund</b> | (173,460)              | (152,380)                | (152,220)                        |
| <b>Fund Balance, Beginning</b>  | <u>780,218</u>         | <u>780,218</u>           | <u>627,838</u>                   |
| <b>Fund Balance, Ending</b>     | <u>\$ 606,758</u>      | <u>\$ 627,838</u>        | <u>\$ 475,618</u>                |
| <b>Tax Rate (Mills)</b>         | \$ 0.1000              |                          | \$ 0.1000                        |

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

|                                      | <b>2012 Amended<br/>Budget</b> | <b>2012 Estimated<br/>Amount</b> | <b>2013 City Council<br/>Recommended</b> |
|--------------------------------------|--------------------------------|----------------------------------|--|
| <b>Fund: 301 Debt Service Fund</b>   |                                |                                  |  |
| <b>Revenue</b>                       |                                |                                  |  |
| Taxes                                | \$ 580,100                     | \$ 499,400                       | \$ 478,200                               |
| Interest and Rentals                 | 800                            | 4,100                            | 3,500                                    |
| Other Financing Sources              | 1,134,800                      | 1,134,783                        | 1,058,330                                |
| Revenue Totals                       | <u>1,715,700</u>               | <u>1,638,283</u>                 | <u>1,540,030</u>                         |
| <b>Expenditures</b>                  |                                |                                  |  |
| Debt Service                         | 1,679,260                      | 1,679,238                        | 1,611,160                                |
| Expenditure Totals                   | <u>1,679,260</u>               | <u>1,679,238</u>                 | <u>1,611,160</u>                         |
| <b>Fund Total: Debt Service Fund</b> | 36,440                         | (40,955)                         | (71,130)                                 |
| <b>Fund Balance, Beginning</b>       | <u>227,991</u>                 | <u>227,991</u>                   | <u>187,036</u>                           |
| <b>Fund Balance, Ending</b>          | <u>\$ 264,431</u>              | <u>\$ 187,036</u>                | <u>\$ 115,906</u>                        |
| <b>Tax Rate (Mills)</b>              | \$ 0.2500                      |                                  | \$ 0.2500                                |

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

|  | <u>2012 Amended<br/>Budget</u> | <u>2012 Estimated<br/>Amount</u> | <u>2013 City Council<br/>Recommended</u> |
|--|--------------------------------|----------------------------------|--|
| <b>Fund: 320 MTF Major Str Debt Service Fund</b>   |                                |                                  |  |
| <b>Revenue</b>                                     |                                |                                  |  |
| Other Financing Sources                            | \$ 1,166,100                   | \$ 1,165,463                     | \$ 880,740                               |
| Revenue Totals                                     | <u>1,166,100</u>               | <u>1,165,463</u>                 | <u>880,740</u>                           |
| <b>Expenditures</b>                                |                                |                                  |  |
| Debt Service                                       | 1,166,100                      | 1,165,463                        | 880,740                                  |
| Expenditure Totals                                 | <u>1,166,100</u>               | <u>1,165,463</u>                 | <u>880,740</u>                           |
| <b>Fund Total: MTF Major Str Debt Service Fund</b> | -                              | -                                | -  |
| <b>Fund Balance, Beginning</b>                     | -                              | -                                | -  |
| <b>Fund Balance, Ending</b>                        | <u>\$ -</u>                    | <u>\$ -</u>                      | <u>\$ -</u>                              |

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

|   | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|---|------------------------|--------------------------|----------------------------------|
| <b>Fund: 400 Capital Improvement Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                              |                        |                          |                                  |
| Taxes                                       | \$ 3,138,200           | \$ 3,137,500             | \$ 2,998,900                     |
| Federal Grants                              | 2,410,000              | 2,410,000                | 2,230,000                        |
| Contributions from Local Units              | 55,000                 | 55,000                   | -                                |
| Interest and Rentals                        | 8,000                  | 30,000                   | 30,000                           |
| Revenue Totals                              | <u>5,611,200</u>       | <u>5,632,500</u>         | <u>5,258,900</u>                 |
| <b>Expenditures</b>                         |                        |                          |                                  |
| Other Services and Charges                  | 668,590                | 658,590                  | 650,830                          |
| Capital Outlay                              | 3,631,260              | 3,631,260                | 3,940,000                        |
| Transfers Out                               | 1,234,830              | 1,234,190                | 946,460                          |
| Expenditure Totals                          | <u>5,534,680</u>       | <u>5,524,040</u>         | <u>5,537,290</u>                 |
| <b>Fund Total: Capital Improvement Fund</b> | 76,520                 | 108,460                  | (278,390)                        |
| <b>Fund Balance, Beginning</b>              | <u>1,467,400</u>       | <u>1,467,400</u>         | <u>1,575,860</u>                 |
| <b>Fund Balance, Ending</b>                 | <u>\$ 1,543,920</u>    | <u>\$ 1,575,860</u>      | <u>\$ 1,297,470</u>              |
| <b>Tax Rate (Mills)</b>                     | \$ 1.5678              |                          | \$ 1.5678                        |

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

|   | <b>2012 Amended<br/>Budget</b> | <b>2012 Estimated<br/>Amount</b> | <b>2013 City Council<br/>Recommended</b> |
|---|--------------------------------|----------------------------------|--|
| <b>Fund: 588 Sewer - Bond and Interest Fund</b>   |                                |                                  |  |
| <b>Revenue</b>                                    |                                |                                  |  |
| Interest and Rentals                              | \$ 17,000                      | \$ 54,000                        | \$ 54,000                                |
| Revenue Totals                                    | <u>17,000</u>                  | <u>54,000</u>                    | <u>54,000</u>                            |
| <b>Expenditures</b>                               |                                |                                  |  |
| Transfers Out                                     | -                              | -                                | -  |
| Expenditure Totals                                | <u>-</u>                       | <u>-</u>                         | <u>-</u>                                 |
| <b>Fund Total: Sewer - Bond and Interest Fund</b> | 17,000                         | 54,000                           | 54,000                                   |
| <b>Working Capital, Beginning</b>                 | <u>4,666,936</u>               | <u>4,666,936</u>                 | <u>4,720,936</u>                         |
| <b>Working Capital, Ending</b>                    | <u>\$ 4,683,936</u>            | <u>\$ 4,720,936</u>              | <u>\$ 4,774,936</u>                      |

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

|  | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|--|------------------------|--------------------------|----------------------------------|
| <b>Fund: 589 Sewer - Construction Reserve Fund</b> |                        |                          |                                  |
| <b>Revenue</b>                                     |                        |                          |                                  |
| Interest and Rentals                               | \$ 10,000              | \$ 18,900                | \$ 20,000                        |
| Other Financing Sources                            | 100,000                | 120,000                  | 100,000                          |
| Revenue Totals                                     | <u>110,000</u>         | <u>138,900</u>           | <u>120,000</u>                   |
| <b>Expenditures</b>                                |                        |                          |                                  |
| Transfers Out                                      | -                      | -                        | 545,540                          |
| Expenditure Totals                                 | <u>-</u>               | <u>-</u>                 | <u>545,540</u>                   |
| <b>Fund Total: Sewer - Construction Reserve</b>    | 110,000                | 138,900                  | (425,540)                        |
| <b>Working Capital, Beginning</b>                  | <u>1,679,758</u>       | <u>1,679,758</u>         | <u>1,818,658</u>                 |
| <b>Working Capital, Ending</b>                     | <u>\$ 1,789,758</u>    | <u>\$ 1,818,658</u>      | <u>\$ 1,393,118</u>              |

# City of Wyoming, Michigan Annual Budget by Account Classification Report

## Summary

|                                   | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|-----------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 590 Sewer Fund</b>       |                        |                          |                                  |
| <b>Revenue</b>                    |                        |                          |                                  |
| Contributions from Local Units    | \$ 417,200             | \$ 417,200               | \$ 417,200                       |
| Charges for Service               | 16,554,800             | 16,268,500               | 16,059,600                       |
| Interest and Rentals              | 43,000                 | 72,000                   | 45,000                           |
| Other Revenues                    | 13,000                 | 14,900                   | 5,000                            |
| Other Financing Sources           | -                      | -                        | 545,540                          |
| Revenue Totals                    | <u>17,028,000</u>      | <u>16,772,600</u>        | <u>17,072,340</u>                |
| <b>Expenditures</b>               |                        |                          |                                  |
| Personal Services                 | 3,711,340              | 3,697,980                | 3,686,230                        |
| Supplies                          | 696,050                | 697,050                  | 808,260                          |
| Other Services and Charges        | 7,581,290              | 7,383,800                | 7,315,020                        |
| Capital Outlay                    | 813,460                | 384,900                  | 1,288,100                        |
| Debt Service                      | 3,908,830              | 3,912,297                | 3,875,890                        |
| Transfers Out                     | 100,000                | 120,000                  | 100,000                          |
| Expenditure Totals                | <u>16,810,970</u>      | <u>16,196,027</u>        | <u>17,073,500</u>                |
| <b>Fund Total: Sewer Fund</b>     | 217,030                | 576,573                  | (1,160)                          |
| <b>Working Capital, Beginning</b> | <u>5,851,860</u>       | <u>5,851,860</u>         | <u>6,428,433</u>                 |
| <b>Working Capital, Ending</b>    | <u>\$ 6,068,890</u>    | <u>\$ 6,428,433</u>      | <u>\$ 6,427,273</u>              |

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

|                                   | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|-----------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 591 Water Fund</b>       |                        |                          |                                  |
| <b>Revenue</b>                    |                        |                          |                                  |
| Charges for Service               | \$ 20,400,140          | \$ 20,082,300            | \$ 20,948,000                    |
| Fines and Forfeitures             | 250,000                | 250,000                  | 250,000                          |
| Interest and Rentals              | 203,000                | 250,000                  | 250,000                          |
| Other Revenues                    | 114,500                | 99,910                   | 80,000                           |
| Other Financing Sources           | -                      | -                        | 1,155,230                        |
| Revenue Totals                    | <u>20,967,640</u>      | <u>20,682,210</u>        | <u>22,683,230</u>                |
| <b>Expenditures</b>               |                        |                          |                                  |
| Personal Services                 | 5,128,460              | 4,854,780                | 4,988,140                        |
| Supplies                          | 1,607,990              | 1,402,250                | 1,547,210                        |
| Other Services and Charges        | 5,398,180              | 5,248,370                | 5,595,340                        |
| Capital Outlay                    | 5,299,360              | 2,100,100                | 1,950,800                        |
| Debt Service                      | 8,765,610              | 8,460,240                | 8,502,750                        |
| Transfers Out                     | 100,000                | 120,000                  | 100,000                          |
| Expenditure Totals                | <u>26,299,600</u>      | <u>22,185,740</u>        | <u>22,684,240</u>                |
| <b>Fund Total: Water Fund</b>     | (5,331,960)            | (1,503,530)              | (1,010)                          |
| <b>Working Capital, Beginning</b> | <u>11,981,355</u>      | <u>11,981,355</u>        | <u>10,477,825</u>                |
| <b>Working Capital, Ending</b>    | <u>\$ 6,649,395</u>    | <u>\$ 10,477,825</u>     | <u>\$ 10,476,815</u>             |

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

|   | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|---|------------------------|--------------------------|----------------------------------|
| <b>Fund: 592 Water - Construction Reserve Fund</b>  |                        |                          |                                  |
| <b>Revenue</b>                                      |                        |                          |                                  |
| Interest and Rentals                                | \$ 11,500              | \$ 26,000                | \$ 26,000                        |
| Other Financing Sources                             | 100,000                | 120,000                  | 100,000                          |
| Revenue Totals                                      | <u>111,500</u>         | <u>146,000</u>           | <u>126,000</u>                   |
| <b>Expenditures</b>                                 |                        |                          |                                  |
| Transfers Out                                       | -                      | -                        | 1,155,230                        |
| Expenditure Totals                                  | <u>-</u>               | <u>-</u>                 | <u>1,155,230</u>                 |
| <b>Fund Total: Water - Construction Reserve Fun</b> | 111,500                | 146,000                  | (1,029,230)                      |
| <b>Working Capital, Beginning</b>                   | <u>3,269,235</u>       | <u>3,269,235</u>         | <u>3,415,235</u>                 |
| <b>Working Capital, Ending</b>                      | <u>\$ 3,380,735</u>    | <u>\$ 3,415,235</u>      | <u>\$ 2,386,005</u>              |

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

|   | <u>2012 Amended<br/>Budget</u> | <u>2012 Estimated<br/>Amount</u> | <u>2013 City Council<br/>Recommended</u> |
|---|--------------------------------|----------------------------------|--|
| <b>Fund: 593 Water - Bonds and Interest</b>   |                                |                                  |  |
| <b>Revenue</b>                                |                                |                                  |  |
| Interest and Rentals                          | \$ 16,500                      | \$ 34,000                        | \$ 34,000                                |
| Revenue Totals                                | <u>16,500</u>                  | <u>34,000</u>                    | <u>34,000</u>                            |
| <b>Expenditures</b>                           |                                |                                  |  |
| Transfers Out                                 | -                              | -                                | -  |
| Expenditure Totals                            | <u>-</u>                       | <u>-</u>                         | <u>-</u>                                 |
| <b>Fund Total: Water - Bonds and Interest</b> | 16,500                         | 34,000                           | 34,000                                   |
| <b>Working Capital, Beginning</b>             | <u>4,323,962</u>               | <u>4,323,962</u>                 | <u>4,357,962</u>                         |
| <b>Working Capital, Ending</b>                | <u>\$ 4,340,462</u>            | <u>\$ 4,357,962</u>              | <u>\$ 4,391,962</u>                      |

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

|                                    | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|------------------------------------|------------------------|--------------------------|----------------------------------|
| <b>Fund: 661 Motor Pool Fund</b>   |                        |                          |                                  |
| <b>Revenue</b>                     |                        |                          |                                  |
| Charges for Service                | \$ -                   | \$ 20,500                | \$ -                             |
| Interest and Rentals               | 3,876,800              | 3,655,500                | 4,033,450                        |
| Other Revenues                     | -                      | 9,000                    | -                                |
| Revenue Totals                     | <u>3,876,800</u>       | <u>3,685,000</u>         | <u>4,033,450</u>                 |
| <b>Expenditures</b>                |                        |                          |                                  |
| Personal Services                  | 592,290                | 581,090                  | 578,400                          |
| Supplies                           | 679,190                | 679,190                  | 743,220                          |
| Other Services and Charges         | 1,026,950              | 1,043,460                | 1,043,270                        |
| Transfers Out                      | 1,233,000              | 1,012,000                | 1,290,700                        |
| Expenditure Totals                 | <u>3,531,430</u>       | <u>3,315,740</u>         | <u>3,655,590</u>                 |
| <b>Fund Total: Motor Pool Fund</b> | 345,370                | 369,260                  | 377,860                          |
| <b>Working Capital, Beginning</b>  | <u>315,553</u>         | <u>315,553</u>           | <u>684,813</u>                   |
| <b>Working Capital, Ending</b>     | <u>\$ 660,923</u>      | <u>\$ 684,813</u>        | <u>\$ 1,062,673</u>              |

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

|  | 2012 Amended<br>Budget | 2012 Estimated<br>Amount | 2013 City Council<br>Recommended |
|--|------------------------|--------------------------|----------------------------------|
| <b>Fund: 662 Motor Pool - Depreciation Res</b>   |                        |                          |                                  |
| <b>Revenue</b>                                   |                        |                          |                                  |
| Interest and Rentals                             | \$ 25,000              | \$ 65,000                | \$ 66,000                        |
| Other Financing Sources                          | 1,223,000              | 1,012,000                | 1,290,700                        |
| Revenue Totals                                   | <u>1,248,000</u>       | <u>1,077,000</u>         | <u>1,356,700</u>                 |
| <b>Expenditures</b>                              |                        |                          |                                  |
| Capital Outlay                                   | 1,478,620              | 1,369,000                | 791,500                          |
| Expenditure Totals                               | <u>1,478,620</u>       | <u>1,369,000</u>         | <u>791,500</u>                   |
| <b>Fund Total: Motor Pool - Depreciation Res</b> | (230,620)              | (292,000)                | 565,200                          |
| <b>Working Capital, Beginning</b>                | <u>4,154,392</u>       | <u>4,154,392</u>         | <u>3,862,392</u>                 |
| <b>Working Capital, Ending</b>                   | <u>\$ 3,923,772</u>    | <u>\$ 3,862,392</u>      | <u>\$ 4,427,592</u>              |

## STAFF REPORT

Date: May 21, 2012

Subject: Budget Changes

From: Timothy H. Smith, CPA, Finance Director

Meeting Date: May 21, 2012

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After the City Manager's recommended budget was presented to you and the Public Hearing was held on May 7, 2012, certain changes were made to the budget. These changes include increasing contract employee wages by 2% and adding in of temporary wages in the Inspections Fund budget for weed inspection services. The effect of the budgets is as follows:

| Fund                                 | Net Excess<br>(Deficiency) as<br>Originally<br>Proposed | Change –<br>Increase in<br>Expenses | Net Excess<br>(Deficiency) after<br>Change |
|--------------------------------------|---|-------------------------------------|--|
| General Fund                         | \$ (546,870)  | \$ 24,080                           | \$ (570,950)                               |
| Major Streets                        | 746,960   | 670                                 | 764,290                                    |
| Local Streets                        | 133,280   | 200                                 | 133,080                                    |
| Parks and Recreation                 | (113,870)   | 1,490                               | (115,360)                                  |
| Inspections                          | (34,440)  | 4,660                               | (39,100)                                   |
| Community Development<br>Block Grant | 4,940   | 660                                 | 4,280                                      |
| Sewer                                | 0   | 1,160                               | (1,160)                                    |
| Water                                | 0   | 1,010                               | (1,010)                                    |
| Motor Pool                           | 378,380   | 520                                 | 1,062,673                                  |
| Total                                | \$ (520,930)  | \$ 34,450                           | \$ (555,380)                               |

The attached summaries reflect these changes.

05/21/12

TK

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

RESOLUTION TO APPROVE THE  
GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY  
BUDGET FOR FISCAL YEAR 2012-13

WHEREAS:

1. The GVRBA Operations Team has prepared a budget for fiscal year 2012-13 as required by The Joint Biosolids Project Management Agreement.
2. The GVRBA Board has reviewed and approved the GVRBA budget for fiscal year 2012-13 at its regular meeting held on March 22, 2012.
3. The proposed GVRBA budget was reviewed by the Wyoming City Council at the work session held on May 14, 2012.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the Grand Valley Regional Biosolids Authority budget for fiscal year 2012-13.

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:

ATTACHMENTS:

Staff Report

GVRBA Budget Worksheet

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

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

## STAFF REPORT

DATE: May 15, 2012

SUBJECT: GVRBA Annual Budget

FROM: Tom Kent, Deputy Director of Public Works

Date of Meeting: May 21, 2012

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### RECOMMENDATION

The Utilities Department recommends that the City Council approve the GVRBA annual budget for fiscal year 2012-13. The GVRBA Board has reviewed and approved this budget at its regularly scheduled meeting held on March 22, 2012.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The GVRBA provides biosolids processing for the City of Wyoming and the City of Grand Rapids. The current GVRBA practices provide for beneficial reuse of nutrients and the organic matter contained in biosolids through farm land application and through the generation of methane gas for subsequent use in power generation at local landfills. These are sustainable practices that reduce the use of fossil fuels and newly produced fertilizers.

#### Social Equity

By developing and providing for recycling and long-term, sustainable, regional solutions to waste management challenges, we are providing current benefits to all members of society as well as working on solutions to the challenges of future generations.

#### Economic Strength

The GVRBA was established in 2004, when each partner City was at a point where new solids handling capabilities were necessary and an investment in a jointly owned and operated facility was less costly and more efficient than building separate solids handling facilities. This demonstration of intergovernmental cooperation has proven to be beneficial to each partner.

This past year, the GVRBA Operations Team has successfully optimized dewatering system performance and reduced the overall costs of operating the biosolids processing equipment and facilities by using a LEAN transformation process. Additionally, the flexibility of having options for processing solids during the winter months has decreased Wyoming's operating costs for the storage, mixing and odor scrubbing of solids and has also allowed us to continue to enhance the overall quality and consistency of the biosolids product.

### DISCUSSION

The GVRBA Operations Team recently completed preparation of the GVRBA budget for fiscal year 2012-13 (attached). In summary, recently awarded competitive bids for trucking and landfill services were significantly higher with increases of 23% and 31%, respectively. Polymer costs are projected to be about 7% higher and the overall Wyoming O&M costs for the pump-house and pipeline facilities are expected to rise by about 14%. While these individual line items are more costly, the operational efficiencies gained this past year have resulted in an overall projected cost of processing biosolids at \$360/dry ton, up only 2.9 % from the current cost of \$350/dry ton.

|    | A  | B | C | D  | E           | F         | G |
|----|--|---|---|--|-------------|-----------|---|
| 1  | <b>Information</b>                                       |   |   |  |             |           |   |
| 2  | Annual Biosolids Dry Tons                                |   |   | FY2013                                   | YTD         |           |   |
| 3  | GRWWTP   |   |   |  |             |           |   |
| 4  | Amount sent to municipal solid waste landfill            |   |   | 12,313.1                                 | -           | 0%        |   |
| 5  | <i>GRWWTP Sub-Total</i>                                  |   |   | <u>12,313.1</u>                          | -           | 0%        |   |
| 6  | WCWP   |   |   |  |             |           |   |
| 7  | Amount sent to municipal solid waste landfill            |   |   | 1,634.4                                  | -           | 0%        |   |
| 8  | Amount applied to land in bulk form                      |   |   | 5,620.0                                  | -           | 0%        |   |
| 9  | <i>WCWP Sub-Total</i>                                    |   |   | <u>7,254.4</u>                           | -           | 0%        |   |
| 10 | <b>Total</b>   |   |   | <b>19,567.5</b>                          | <b>-</b>    | <b>0%</b> |   |
| 11 | Partner Percentage of Total                              |   |   |  |             |           |   |
| 12 | GRWWTP   |   |   | 62.84%                                   | 0.00%       | 0%        |   |
| 13 | WCWP   |   |   | 37.16%                                   | 0.00%       | 0%        |   |
| 14 | Annual Debt Service                                      |   |   | \$ 2,095,071.88                          |             |           |   |
| 15 | Dry Ton Rate   |   |   | \$ 360.16                                |             |           |   |
| 16 | <b>Revenue</b>   |   |   |  |             |           |   |
| 17 | Cash Balance   |   |   |  |             |           |   |
| 18 |  |   |   |  |             |           |   |
| 19 | Operations (Subfund 592)                                 |   |   | \$ 1,214,810.74                          |             |           |   |
| 20 | Construction (Subfund 593)                               |   |   | \$ -                                     |             |           |   |
| 21 | <i>Cash Balance Total</i>                                |   |   | <u>\$ 1,214,810.74</u>                   |             |           |   |
| 22 | Revenue Requirements                                     |   |   | \$ 7,047,431.88                          |             |           |   |
| 23 | Partner Share of Revenue Requirements                    |   |   |  |             |           |   |
| 24 | GRWWTP (Monthly = \$369,050.52)                          |   |   | \$ 4,428,606.19                          | \$ -        | 0%        |   |
| 25 | WCWP (Monthly = \$218,235.47)                            |   |   | \$ 2,618,825.69                          | \$ -        | 0%        |   |
| 26 | <b>Expenses</b>  |   |   |  |             |           |   |
| 27 | 728 Supplies   |   |   |  |             |           |   |
| 28 | Polymer  |   |   | \$ 775,000.00                            | \$ -        | 0%        |   |
| 29 | Miscellaneous  |   |   | \$ 120,000.00                            | \$ -        | 0%        |   |
| 30 | <i>Supplies Sub-Total</i>                                |   |   | <u>\$ 895,000.00</u>                     | \$ -        | 0%        |   |
| 31 | 818 Contractual Services                                 |   |   |  |             |           |   |
| 32 | Trucking   |   |   | \$ 400,000.00                            | \$ -        | 0%        |   |
| 33 | Landfill   |   |   | \$ 985,000.00                            | \$ -        | 0%        |   |
| 34 | Land Application   |   |   | \$ 1,350,000.00                          | \$ -        | 0%        |   |
| 35 | GRWWTP O&M Segments 1 & 4                                |   |   | \$ 720,294.00                            | \$ -        | 0%        |   |
| 36 | Financial Processing (Grand Rapids Comptrollers)         |   |   | \$ 5,000.00                              | \$ -        | 0%        |   |
| 37 | WCWP O&M Segments 2 & 3                                  |   |   | \$ 98,120.00                             | \$ -        | 0%        |   |
| 38 | Administration Services (Legal/Audit/Insurance)          |   |   | \$ 35,000.00                             | \$ -        | 0%        |   |
| 39 | Centrifuge Service Agreement (Siemens)                   |   |   | \$ 6,800.00                              | \$ -        | 0%        |   |
| 40 | <i>Contractual Services Sub-Total</i>                    |   |   | <u>\$ 3,600,214.00</u>                   | \$ -        | 0%        |   |
| 41 | 943 Equipment Rental or Lease                            |   |   |  |             |           |   |
| 42 | WCWP Storage Tanks                                       |   |   | \$ 417,146.00                            | \$ -        | 0%        |   |
| 43 | <i>Equipment Rental or Lease Sub-Total</i>               |   |   | <u>\$ 417,146.00</u>                     | \$ -        | 0%        |   |
| 44 | 945 Land Rental or Lease                                 |   |   |  |             |           |   |
| 45 | PDR Program  |   |   | \$ 40,000.00                             | \$ -        | 0%        |   |
| 46 | <i>Land Rental or Lease Sub-Total</i>                    |   |   | <u>\$ 40,000.00</u>                      | \$ -        | 0%        |   |
| 47 | Debt Service   |   |   |  |             |           |   |
| 48 | GRWWTP   |   |   | \$ 1,316,543.17                          | \$ -        | 0%        |   |
| 49 | WCWP   |   |   | \$ 778,528.71                            | \$ -        | 0%        |   |
| 50 | <i>Debt Service Sub-Total</i>                            |   |   | <u>\$ 2,095,071.88</u>                   | \$ -        | 0%        |   |
| 51 |  |   |   |  |             |           |   |
| 52 | <b>Expenses Total</b>                                    |   |   | <b>\$ 7,047,431.88</b>                   | <b>\$ -</b> | <b>0%</b> |   |
| 53 | GRWWTP = City of Grand Rapids Wastewater Treatment Plant |   |   | WCWP = City of Wyoming Clean Water Plant |             |           |   |
| 54 | MDEQ = Michigan Department of Environmental Quality      |   |   | O&M = Operation and Maintenance          |             |           |   |
| 55 | GVRBA = Grand Valley Regional Biosolids Authority        |   |   | PDR = Purchase of Development Rights     |             |           |   |
| 56 |  |   |   |  |             |           |   |
| 57 |  |   |   |  |             |           |   |
| 58 |  |   |   |  |             |           |   |
| 59 |  |   |   |  |             |           |   |
| 60 |  |   |   |  |             |           |   |
| 61 |  |   |   |  |             |           |   |

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

RESOLUTION TO APPROVE THE 2012-2020  
STREET AND UTILITY CAPITAL IMPROVEMENTS PROGRAM

WHEREAS:

1. The City of Wyoming has updated the nine-year Street and Utility Capital Improvement Program.
2. The Capital Improvement Program provides staff direction on project development.
3. The proposed program has been reviewed with the City Council.
4. The 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 2012-2020 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:

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:      2012-2020 Street and Utility Capital Improvement Program

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

Revenues and Expenditures (\$000)

|                                      | Fund         | Fiscal Year   |               |               |               |               |               |               |               |               | Total          |
|--------------------------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
|                                      |              | 11-12         | 12-13         | 13-14         | 14-15         | 15-16         | 16-17         | 17-18         | 18-19         | 19-20         |                |
|                                      |              | CP 2011       | CP 2012       | CP 2013       | CP 2014       | CP 2015       | CP 2016       | CP 2017       | CP 2018       | CP 2019       |                |
| <u>REVENUES AND OTHER SOURCES</u>    | Millage Rate | 1.57          | 1.57          | 1.57          | 1.57          | 1.57          | 1.57          | 1.57          | 1.57          | 1.57          |                |
| SSWI Millage                         |              | 3,100         | 2,900         | 2,900         | 2,900         | 2,900         | 2,900         | 2,900         | 2,900         | 2,900         | 26,300         |
| Interest                             |              | 40            | 40            | 40            | 40            | 40            | 40            | 40            | 40            | 40            | 360            |
| Federal Funding (STP, EDF-C, CMAQ)   |              | 2,410         | 1,630         | 1,400         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 11,440         |
| Federal/State Grants (Bridge, EDF-A) |              | 0             | 600           | 0             | 900           | 0             | 0             | 0             | 0             | 0             | 1,500          |
| Other Sources                        |              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0              |
| Special Assessments                  |              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0              |
| Street - Revenue (MTF) Bonds         |              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0              |
| Sewer - Revenue Bonds                |              | 0             | 0             | 0             | 0             | 0             | 7,100         | 0             | 0             | 0             | 7,100          |
| Sewer - Working Capital              |              | 0             | 1,200         | 1,500         | 1,500         | 800           | 500           | 600           | 600           | 600           | 7,300          |
| Sewer - Debt Service                 |              | 4,470         | 4,472         | 4,482         | 4,486         | 4,497         | 4,496         | 4,499         | 4,505         | 4,512         | 40,419         |
| Water - Revenue Bonds                |              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0              |
| Water - Working Capital              |              | 0             | 1,600         | 1,500         | 1,200         | 1,200         | 1,200         | 1,200         | 1,200         | 1,200         | 10,300         |
| Water - Debt Service                 |              | 4,281         | 4,284         | 4,283         | 4,279         | 4,276         | 4,269         | 4,268         | 4,263         | 4,264         | 38,467         |
| Stormwater Development Fees          |              | 0             | 0             | 0             | 40            | 0             | 0             | 0             | 20            | 20            | 80             |
| <b>Totals</b>                        |              | <b>14,301</b> | <b>16,726</b> | <b>16,105</b> | <b>16,345</b> | <b>14,713</b> | <b>21,505</b> | <b>14,507</b> | <b>14,528</b> | <b>14,536</b> | <b>143,266</b> |
| <u>EXPENDITURES</u>                  |              |               |               |               |               |               |               |               |               |               |                |
| Administration Fee to General Fund   |              | 370           | 300           | 570           | 500           | 520           | 380           | 600           | 360           | 400           | 4,000          |
| MDOT Routes                          |              | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0              |
| Major Streets                        |              | 3,810         | 3,330         | 2,790         | 3,250         | 2,140         | 2,000         | 2,000         | 2,000         | 2,000         | 23,320         |
| Local Streets                        |              | 0             | 1,000         | 500           | 250           | 650           | 950           | 750           | 750           | 1,000         | 5,850          |
| Stormwater Systems                   |              | 0             | 0             | 0             | 350           | 0             | 0             | 0             | 400           | 200           | 950            |
| Sanitary Sewer                       |              | 0             | 1,200         | 1,500         | 1,500         | 800           | 7,600         | 600           | 600           | 600           | 14,400         |
| Water Main                           |              | 0             | 1,600         | 1,500         | 1,200         | 1,200         | 1,200         | 1,200         | 1,200         | 1,200         | 10,300         |
| Debt Service (Street Projects)       |              | 1,164         | 871           | 732           | 624           | 623           | 623           | 540           | 422           | 418           | 6,017          |
| Debt Service (Sewer Projects)        |              | 4,470         | 4,472         | 4,482         | 4,486         | 4,497         | 4,496         | 4,499         | 4,505         | 4,512         | 40,419         |
| Debt Service (Water Projects)        |              | 4,281         | 4,284         | 4,283         | 4,279         | 4,276         | 4,269         | 4,268         | 4,263         | 4,264         | 38,467         |
| <b>Totals</b>                        |              | <b>14,095</b> | <b>17,057</b> | <b>16,357</b> | <b>16,439</b> | <b>14,706</b> | <b>21,518</b> | <b>14,457</b> | <b>14,500</b> | <b>14,594</b> | <b>143,723</b> |
| Excess, -Deficiency                  |              | 206           | (331)         | (252)         | (94)          | 7             | (13)          | 50            | 28            | (58)          | (457)          |
| Fund                                 |              | CP 2011       | CP 2012       | CP 2013       | CP 2014       | CP 2015       | CP 2016       | CP 2017       | CP 2018       | CP 2019       |                |
| Fund Balance                         | 500          | 706           | 375           | 123           | 29            | 36            | 23            | 73            | 101           | 43            | (457)          |

Project Expenditures (\$000)

| Project Number/Title                    | Fiscal Year              |         |         |         |         |                                  |         |         |         | Total  |
|---|--------------------------|---------|---------|---------|---------|----------------------------------|---------|---------|---------|--------|
|   | 11-12                    | 12-13   | 13-14   | 14-15   | 15-16   | 16-17                            | 17-18   | 18-19   | 19-20   |        |
| Fund                                    | CP 2011                  | CP 2012 | CP 2013 | CP 2014 | CP 2015 | CP 2016                          | CP 2017 | CP 2018 | CP 2019 |        |
| 1 Resurfacing                           | 1,100                    | 800     |         | 1,000   | 1,000   | 1,000                            | 1,000   | 1,000   | 1,000   | 7,900  |
| (Federal Funding Amount)                | 2,290                    | 1,570   |         | 1,000   | 1,000   | 1,000                            | 1,000   | 1,000   | 1,000   | 9,860  |
| 2 Signal Upgrades                       | 80                       | 80      |         | 50      | 140     |                                  |         |         |         | 350    |
| 3 Intersection Right-turn Lanes         | 160                      | 80      |         |         |         |                                  |         |         |         | 240    |
| 4 56th St Sidewalk, W of Byr Ctr        | 50                       |         |         |         |         |                                  |         |         |         | 50     |
| 5 M-6 Trail Extension at Byr Ctr        | 130                      |         |         |         |         |                                  |         |         |         | 130    |
| 6 Burlingame Bridge over Buck Creek     |                          | 800     |         |         |         |                                  |         |         |         | 800    |
| 7 44th Street, Stafford - Division      |                          |         | 2,340   |         |         |                                  |         |         |         | 2,340  |
| 8 Division Ave, 54th - 60th (Wyo Share) |                          |         | 450     |         |         |                                  |         |         |         | 450    |
| 9 GM Site Redevelopment                 |                          |         |         | 1,200   |         |                                  |         |         |         | 1,200  |
| Signal Upgrades:                        |                          |         |         |         |         |                                  |         |         |         |        |
|   |                          |         | Fed     | Local   | Total   |                                  |         |         |         |        |
| 2012 58th St & Clyde Park BS (40)       | Fed Resurfacing: FY 2012 |         | 1,280   | 620     | 1,900   | Clyde Park, 28th to 54th         |         |         |         |        |
| 32nd & Clyde Park BS (40)               | Avail 7/11               |         | 530     | 250     | 780     | 54th, Clyde Park to Division     |         |         |         |        |
| 2013 36th & Byron Center BS (40)        |                          |         | 480     | 230     | 710     | 36th, Division to Eastern        |         |         |         |        |
| 32nd & Buchanan BS (40)                 |                          |         | 2,290   | 1,100   | 3,390   |                                  |         |         |         |        |
| 2015 36th & Burlingame BS (40)          | FY 2013                  |         | 290     | 135     | 425     | Ivanrest, NCL to 56th            |         |         |         |        |
| 2016 Burton & Burlingame BS (60)        | Avail 7/12               |         | 580     | 270     | 850     | Division, 28th to 36th           |         |         |         |        |
| Burton & Godfrey BS (40)                |                          |         | 710     | 340     | 1,050   | Division, 44th to 54th           |         |         |         |        |
| Burton & Cleveland BS (40)              |                          |         | 1,580   | 745     | 2,325   |                                  |         |         |         |        |
|   | CMAQ Projects: FY2012    |         | 64      | 16      | 80      | WB 54th St at Clyde Park Ave RTL |         |         |         |        |
|   | FY2012                   |         | 64      | 16      | 80      | SB Burlingame Ave at 44th St RTL |         |         |         |        |
|   | FY2013                   |         | 64      | 16      | 80      | SB Division Ave at 54th St RTL   |         |         |         |        |
| TOTALS                                  | 3,810                    | 3,330   | 2,790   | 3,250   | 2,140   | 2,000                            | 2,000   | 2,000   | 2,000   | 23,320 |
| Federal Funding (STP, EDF-C, CMAQ)      | 2,410                    | 1,630   | 1,400   | 1,000   | 1,000   | 1,000                            | 1,000   | 1,000   | 1,000   | 11,440 |
| Federal/State Grants (Bridge, EDF-A)    |                          | 600     |         | 900     |         |                                  |         |         |         | 1,500  |
| Other Sources                           |                          |         |         |         |         |                                  |         |         |         | 0      |
| Special Assessments                     |                          |         |         |         |         |                                  |         |         |         | 0      |
|   |                          |         |         |         |         |                                  |         |         |         | 0      |
| Street Revenue (MTF) Bonds              |                          |         |         |         |         |                                  |         |         |         | 0      |
|   |                          |         |         |         |         |                                  |         |         |         | 0      |
| CIP Fund Cash                           | 1,400                    | 1,100   | 1,390   | 1,350   | 1,140   | 1,000                            | 1,000   | 1,000   | 1,000   | 10,380 |

Project Expenditures (\$000)

| Project Number/Title   | Fiscal Year |         |         |         |         |         |         |         |         | Total |
|--|-------------|---------|---------|---------|---------|---------|---------|---------|---------|-------|
|  | 11-12       | 12-13   | 13-14   | 14-15   | 15-16   | 16-17   | 17-18   | 18-19   | 19-20   |       |
| Fund   | CP 2011     | CP 2012 | CP 2013 | CP 2014 | CP 2015 | CP 2016 | CP 2017 | CP 2018 | CP 2019 |       |
| 1 Resurfacing  | 0           | 1,000   | 500     | 250     | 650     | 950     | 750     | 750     | 1,000   | 5,850 |
| <div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: fit-content; margin: 0 auto;"> <p>2007 PCI Unimproved Local Streets:</p> <ul style="list-style-type: none"> <li>60th St, Kenowa - Canal</li> <li>60th St, Burlingame to Clyde Park (KCRC)</li> <li>Roys Ave, Porter to Chicago Dr.</li> <li>Eden, West of Byron Center</li> <li>Belfield, Martindale - Johanna</li> <li>Martindale, Burton - Belfield</li> <li>Fisher, South of 54th</li> <li>Lee, West of Roys</li> <li>Louisiana, North of 44th</li> <li>Plaster Ck Area, West of Division</li> <li>Hook, North of 28th</li> <li>Leestma, Lee to Chicago Drive</li> </ul> </div> |             |         |         |         |         |         |         |         |         |       |
| TOTALS   | 0           | 1,000   | 500     | 250     | 650     | 950     | 750     | 750     | 1,000   | 5,850 |
| Federal Funding (STP, EDF-C, CMAQ)   |             |         |         |         |         |         |         |         |         | 0     |
| Federal/State Grants (Bridge, EDF-A)   |             |         |         |         |         |         |         |         |         | 0     |
| Other Sources  |             |         |         |         |         |         |         |         |         | 0     |
| Special Assessments  |             |         |         |         |         |         |         |         |         | 0     |
|  |             |         |         |         |         |         |         |         |         | 0     |
|  |             |         |         |         |         |         |         |         |         | 0     |
| Street Revenue (MTF) Bonds   |             |         |         |         |         |         |         |         |         | 0     |
|  |             |         |         |         |         |         |         |         |         | 0     |
| CIP Fund Cash  | 0           | 1,000   | 500     | 250     | 650     | 950     | 750     | 750     | 1,000   | 5,850 |













[05/07/12]  
[hai]

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. The directors of the water and sewer utilities and the treasurer have recommended fees for utility services to be effective July 1, 2012.

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, 2012.

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:

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

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



## **INTEROFFICE MEMORANDUM**

**To:** Curtis Holt, City Manager  
**From:** Andrea Boot, Treasurer  
**Date:** May 17, 2012  
**Subject:** Utility Rates and Fees Change Effective 07/01/12

---

During the 2012/13 budget meeting we discussed raising the utility commodity rates as outlined in the rate projections plus a CIP component effective July 1, 2012. The attached rate schedule reflects these increases. The water commodity rate will increase to \$1.23, the sewer commodity rate will increase to \$2.15, the sewer only account fee will raise accordingly to \$55.90, which reflects 26 units (HCF) multiplied by the new sewer commodity rate, the pool filling permit and miscellaneous hydrant use daily fee will increase to \$61.50 from \$60.00, and the Water Construction Fee (60 days) will increase from \$60.00 to \$61.50 to reflect an approximate use of 50 units (HCF).

All other charges and fees will remain at the same level as they were effective 07/01/2011.

With your approval I would like to present these changes to the City Council as proposed in the 2012/13 budget revenue projections.

Changes are highlighted on the attached rate schedule.

## X - UTILITIES

These fees will be effective as of July 1, 2012

### WASTEWATER PENALTIES

| Concentration Level | Primary, Secondary and Tertiary Pollutants<br>Average Quarterly Flow, gpd |                                |                                 |                       |
|---------------------|---|--------------------------------|---------------------------------|-----------------------|
|                     | 0-10,000<br>Gals/Day*   | 10,000-<br>50,000<br>Gals/Day* | 50,000-<br>100,000<br>Gals/Day* | >100,000<br>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<br>Average Quarterly Flow, gpd |                                |                                 |                       |
|------------|---|--------------------------------|---------------------------------|-----------------------|
|            | 0-10,000<br>Gals/Day*                     | 10,000-<br>50,000<br>Gals/Day* | 50,000-<br>100,000<br>Gals/Day* | >100,000<br>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                |

For violations of timed-based limitations of pH greater than 10.5 as specified in 86-291 (18).

|              |       |        |        |        |
|--------------|-------|--------|--------|--------|
| >10.5        | 17.08 | 34.14  | 51.20  | 68.27  |
| 11.0 - 11.9  | 45.50 | 91.00  | 136.51 | 182.01 |
| 12.0 - above | 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 340 mg/L  | > 340 mg/L |
|                | Rate/lb. \$0.00 | \$0.15     |
| SS             | Up to 355 mg/L  | > 355 mg/L |
|                | Rate/lb. \$0.00 | \$0.16     |
| Phosphorus     | Up to 9.1 mg/L  | > 9.1 mg/L |
|                | Rate/lb. \$0.00 | \$0.80     |
| Oil and Grease | Up to 96 mg/L   | > 96 mg/L  |
|                | Rate/lb. \$0.00 | \$0.13     |
| COD*           | Up to 700 mg/L  | > 700 mg/L |
|                | Rate/lb. \$0.00 | \$0.08     |

\*Alternative to BOD, surcharges will not be levied for both BOD and COD on any given sample

### INSTALLATIONS

Water Meters:

| Meter Size      | Charge    |
|-----------------|-----------|
| 5/8 inch        | \$ 224.09 |
| 1 inch          | 298.04    |
| 1.5 inch        | 534.65    |
| 2 inch          | 671.15    |
| 2 inch compound | 1,751.83  |
| 3 inch          | 856.58    |
| 4 inch          | 2,107.88  |
| 6 inch          | 3,441.08  |
| 8 inch          | 5,305.54  |

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         | \$ 22.75 |
| 1 inch           | 46.64    |
| 1 1/2 inch       | 100.10   |
| 2 inch           | 154.71   |
| 3 inch           | 268.46   |
| 4 inch           | 501.66   |
| 6 inch           | 1,003.33 |
| 8 inch           | 1,739.31 |

Water commodity rate (in addition to Readiness to Serve Charge):  
Quantity steps applicable rate, per 100 cubic feet: **\$1.23**

### 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 | \$ 12.31 |
| 1 inch               | 21.50    |
| 1 1/2 inch           | 39.90    |
| 2 inch               | 58.27    |
| 3 inch               | 141.01   |
| 4 inch               | 232.95   |
| 6 inch               | 462.75   |
| 8 inch               | 692.57   |
| 12 inch              | 1,064.24 |

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: **\$2.15**

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, 2012, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be **\$55.90** 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 1/2 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  |
| Water Construction Fee (60 days)                       | 61.50  |
| Pool Filling Permit:                                   |        |
| Homeowner and contractor                               | 61.50  |
| Miscellaneous Hydrant Usage:                           |        |
| Used one day   | 61.50  |
| Used after first day                                   | 61.50  |
| Plus metered usage at current water rate,<br>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 AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER

WHEREAS

- 1. The City Council desires to employ Curtis L. Holt as City Manager for the City of Wyoming.
- 2. The City of Wyoming and Curtis L. Holt have negotiated the attached City Manager Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The Mayor and City Clerk are hereby authorized to execute the attached City Manager Employment 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:

ATTACHMENT:  
Employment Agreement

\_\_\_\_\_  
 Heidi A. Isakson, Wyoming City Clerk

**CITY OF WYOMING**  
**EMPLOYMENT AGREEMENT – CITY MANAGER**

THIS AGREEMENT between Curtis Holt, of 4702 Cranwood S.W., Wyoming, Michigan 49509 (hereinafter “Manager”), and the City of Wyoming, a municipal corporation, of 1155 – 28<sup>th</sup> Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective July 1, 2012, on the following terms:

1. **TERM .** The City hereby employs Manager as City Manager of the City. This appointment shall be effective July 1, 2012. Manager serves at the pleasure of the City Council and his employment may be terminated at any time by resolution of a majority of the City Council as provided by the City Charter and City Code.

2. **PERFORMANCE.** Manager agrees to perform the duties of City Manager as set forth in the City Charter, established policies and regulations of the City and the laws of the State of Michigan. The Manager shall perform his duties in a competent and professional manner, to the satisfaction of the City Council, which shall be the sole judge of Manager’s performance.

3. **SERVICE DATE.** Manager’s date of service with the City is August 5, 1996. Manager shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.**

a. Manager’s salary for the position shall be at the rate of \$132,834 annually. The City Council shall formally evaluate Manager’s performance and consider an additional salary increase or bonus if appropriate.

b. For each full year of service completed between July 1, 2009, and June 30, 2014, Manager shall be credited with an annual amount of \$3,000. The accumulated amount shall be payable in a lump sum on July 1, 2014. Maximum accumulation shall be \$15,000. Payment of any amount credited under Subsection 4(b) shall be considered longevity pay.

1) If Manager's employment terminates prior to July 1, 2014, under circumstances that do not entitle him to severance pay under Section 7 of this Agreement, he shall forfeit and not be paid for any amount credited under Subsection 4(b). If Manager's employment terminates prior to July 1, 2014, under circumstances which entitle him to severance pay under Section 7 of this Agreement, or due to death or disability retirement under the City's retirement system, he (or his designated beneficiary) shall be entitled to receive payment for the amount credited as of the date of termination.

2) The City Council may, upon 30 days' written notice to Manager, elect to cease crediting the annual amounts described in Subsection 4(b). In that event, Manager shall be entitled to receive payment for the amount credited as of the date of such election, and Subsection 4(b) shall have no further force or effect.

c. All payments to Manager under Section 4 shall be paid in accordance with City payroll procedures.

## 5. **BENEFITS.**

a. Vacation - The City will provide Manager with two hundred and forty (240) hours of vacation each calendar year. Manager shall be paid vacation on the same basis as the City's administrative staff.

b. Hospital, Medical, Dental, Vision and Disability Insurance - The City will provide the Manager with health (i.e., hospital and medical), dental, vision, and disability insurance on the same terms that apply to the City's administrative staff. The liability of the City is limited to the payment of premiums for the insurance coverage and shall not extend to the providing of benefits, unless the City, in its discretion, elects otherwise. Manager shall contribute 20% of the monthly premium cost for health insurance. The health insurance premium shall be based on the monthly premium recommended by the City's insurer or, if applicable, third-party administrator.

Manager may opt out of the City's health plan and receive \$100 each payroll period in lieu of the health benefit. If Manager opts out of the plan, he may not be covered in the plan as a spouse or dependent. If the Manager opts out of the plan and loses health care coverage through no fault of his own, he will be permitted to reenter the plan at the time coverage is lost. Opt out is subject to plan requirements.

c. Sick Leave - The Manager shall accumulate and be paid for sick and emergency leave, on the same terms and conditions that apply to the City's administrative staff on the date of this Agreement. Sick and emergency leave shall include paid sick leave, sick leave incentive, disability income plan, emergency leave, and worker's compensation.

d. Bereavement Leave- The Manager shall be provided bereavement leave on the same basis as the City's administrative staff as of the date of this agreement.

e. Jury Duty – The Manager shall be provided jury duty leave on the same basis as the City's administrative staff as of the date of this agreement.

f. Other Insurance - Provided that all eligibility and insurability criteria are met, the Manager shall be provided with term life insurance providing death benefits in an amount equal to two (2) times his salary. The City's liability is limited to the payment of premiums for the life insurance coverage and shall not extend to the payment of benefits. The City shall provide the Manager with an Accidental Death and Dismemberment (AD&D) benefit or Disability benefit with terms acceptable to the Wyoming City Council. This benefit shall be effective as soon as administratively possible after the effective date of this agreement.

g. Retirement - The Manager shall be eligible to participate in the City of Wyoming Retirement System on the same basis that applies to the City's administrative staff on the date of this Agreement, up to a maximum of sixty (60%) percent of final average compensation.

h. Automobile - The City shall provide the Manager with the use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City.

i. Holidays - The Manager shall be entitled to the same holidays as provided to the City's administrative staff on the date of this Agreement.

j. Longevity Pay - As of November 1<sup>st</sup> of each year the Manager shall receive longevity pay of \$1,200.00.

k. No Other Benefits - The Manager shall not be entitled to any benefits other than those specifically provided for in this Agreement.

1. Changes in Administrative Staff Benefits - No changes in benefits for the City's administrative staff made after the date of this Agreement shall apply to the Manager unless specifically agreed upon in writing between the City and the Manager.

5. **MEDICAL EXAMINATION.** The City may, at its expense, direct that the Manager be examined by medical personnel of its choice in order to determine the Manager's medical fitness to fully carry out his duties. The results of those examinations shall be made available to the Manager and the City from the doctor or medical facility involved.

6. **PROFESSIONAL TRAINING, SEMINARS, ETC.** The Manager shall be allowed to attend professional training seminars, conferences, and other programs in order to keep informed of new approaches, techniques, and other management improvements or advancements relating to his duties under this Agreement, the cost of which shall be determined annually by the City in its budget appropriation.

7. **SEVERANCE PAY.** The following conditions shall determine severance for the Manager.

(a) If Manager resigns or his employment is terminated for any of the following reasons, he shall not be entitled to any severance pay and his compensation will terminate on the last day worked:

- (1) Criminal misconduct.
- (2) Conviction of any felony, or of a misdemeanor involving sexual misconduct, bodily harm or dishonesty.
- (3) Substantial failure to perform the duties of City Manager.

(b) If Manager's employment is terminated by the City for any reason not set forth in subparagraph (a), or he voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, he shall be entitled to severance pay in the amount equal to twelve (12) months of pay. Unused vacation and sick leave, pay out of other accrued benefits, and his insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.

(c) Upon separation of employment for any reason other than those covered under paragraph (b), Manager shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **SUSPENSION.** Pending an investigation of the conduct of the Manager, the City Council may, in its sole discretion, direct that the Manager suspend all or any part of the performance of duties and may assign the performance of his duties to another person or persons. This suspension of duties shall be without loss of salary or other benefits under this Agreement, until the Manager is either reinstated or terminated under this Agreement.

9. **RESIGNATION.** The Manager may resign his employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle Manager to severance pay under paragraph 8 unless the City has agreed otherwise in writing.

10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective

bargaining agreements, have no application to Manager or to the employment relationship between Manager and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

12. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: \_\_\_\_\_

\_\_\_\_\_  
Curtis Holt  
Its: City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jack Poll  
Its: Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Heidi A. Isakson  
Its: City Clerk

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

RESOLUTION TO APPROVE THE INTERLOCAL AGREEMENT  
FOR THE SILVER LINE BUS RAPID TRANSIT PROJECT  
AND AUTHORIZE THE MAYOR AND CITY  
CLERK TO SIGN THE AGREEMENT

WHEREAS:

1. The Interurban Transit Partnership (The Rapid) and the cities of Wyoming, Grand Rapids and Kentwood (the parties) entered into a Memorandum of Understanding in June 2011 to describe the intentions of the parties to cooperate in the development of the Silver Line Bus Rapid Transit (BRT) Project.
2. The BRT Project budget includes federal funding through the Federal New Starts/Small Starts project grant program from the Federal Transit Administration, and State of Michigan grant funding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming has reviewed the proposed Interlocal agreement and finds it is the intent of the parties to establish duties, responsibilities and rights of each party during the design, construction and operational phases of the Silver Line BRT, and the Project is being done in the interest of public convenience and safety and will benefit the citizens and the economy of the Cities and the surrounding region.
2. The Interlocal Agreement is hereby approved and the Mayor and City Clerk are authorized to sign 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:

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:  
Interlocal Agreement

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

## INTERLOCAL AGREEMENT

### (SILVER LINE BUS-RAPID TRANSIT PROJECT)

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the INTERURBAN TRANSIT PARTNERSHIP, a Public Authority incorporated under the Public Transportation Authority Act, P.A., 196 of 1986, ("The Rapid"), the CITY OF GRAND RAPIDS, a Michigan municipal corporation ("Grand Rapids"), the CITY OF KENTWOOD, a Michigan municipal corporation ("Kentwood"), and the CITY OF WYOMING, a Michigan municipal corporation ("Wyoming" and together with Grand Rapids and Kentwood, collectively, the "Cities" and individually "City").

*WHEREAS*, The Rapid and the Cities have entered into a Memorandum of Understanding dated as of June 9, 2011 ("MOU") which describes the intention of the parties to cooperate in the development of the Silver Line Bus Rapid Transit ("BRT") project, a 9.6 mile, approximately \$40 million rapid transit bus service that will follow a route through the Cities as more particularly described in the attached Exhibit A ("Silver Line" or "Project");

*WHEREAS*, the Project budget includes federal funding through the Federal New Starts/Small Starts project grant program from the Federal Transit Administration ("FTA") to assist in financing the costs of the Silver Line ("FTA Grant");

*WHEREAS*, the Project budget includes state funding from the State of Michigan (the "State") to assist in financing the costs of the Silver Line ("State Grant");

*WHEREAS*, it is the intent of the parties to establish duties, responsibilities and rights of each party during the design, construction and operational phases of the Silver Line;

*WHEREAS*, the Project is being done in the interest of public convenience and safety and will benefit the citizens and the economy of the Cities and the surrounding region;

*WHEREAS*, the Cities and The Rapid, as public agencies, are empowered by the Urban Cooperation Act of 1967, MCLA § 124.501 *et seq.* to exercise jointly any power, privilege, or authority that that they share in common and that each might exercise separately;

*NOW, THEREFORE*, The Rapid and the Cities agree as follows:

## ARTICLE I

### DEFINITIONS

1.1 In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

“*BAC*” shall mean the BRT administrative committee established in Section 2.5 of this Agreement.

“*Base Plans*” means the Station 30% Base Plans and associated Design Manual dated March, 2012 prepared by The Rapid.

“*BRT*” means bus rapid transit.

“*Facilities*” means all buildings, streets, utilities, parcels, rights of way, medians, easements and premises, permitted areas and leased parcels or buildings owned and operated by one or more of the Cities.

“*Final Project Design*” means the final plans and specifications for the Project as developed and approved by the TAC.

“*Force Majeure*” shall have the meaning set forth in Section 3.19.

“*Maintenance*” means all reasonable costs associated with the day to day and seasonal upkeep of long term retention, preservation and restoration.

“*Priority*” means the advantage given to The Rapid’s BRT vehicles operating within the Project limits to control traffic signals, intersection by intersection, and advance through intersections before cross traffic (with the exception of emergency vehicles properly equipped with communication equipment) for the purpose of achieving travel time savings and more frequent service.

“*Project*” means the design, construction and implementation of the Silver Line BRT project, a 9.6 mile, approximately \$40 million rapid transit bus service that will follow a route through the Cities as more particularly described in the attached Exhibit A.

“*Project Budget*” means the total estimated costs of the Project, which shall not exceed the amount of funding available for the Project, including the FTA Grant and any additional funding sources that are committed to the Project after the date of this Agreement. The initial itemized Project Budget is attached to this Agreement as Exhibit B. The Project Budget is subject to change based upon the Final Project Design, and any change in the funding sources for the Project.

"*Project Corridor*" means the route of the Silver Line as depicted on attached Exhibit A-1.

"*Project Cost*" means the total cost of designing and constructing the Project not to exceed \$39.874 Million Dollars, unless additional funding sources are committed to the Project after the date of this Agreement.

"*Project Schedule*" means the schedule for construction of the Project.

"*Third Party Utility Relocation Contracts*" shall be defined as provided in Section 2.2.2(b) of this Agreement.

"*TAC*" shall have the meaning described in Section 2.1 of this Agreement.

"*Traffic Signal Priority*" or "*TSP*" means a comprehensive traffic control system consisting of signal heads, pedestrian signals, and traffic control signs, all interconnected to interact in a coordinated fashion. Said system must be of a type that is compatible with the Cities' integrated corridor and downtown signal system.

"*Utility Relocation Plan*" shall have the meaning described in Section 2.2.2(a) of this Agreement.

## ARTICLE II

### DESIGN AND IMPLEMENTATION OF THE PROJECT

2.1 TAC. All elements of the Project's design and construction shall be developed, prepared and overseen by The Rapid, subject to the review and approval of a technical advisory committee composed of planning and engineering staff of the Cities and the planning staff of The Rapid ("TAC"). Each of the Cities and The Rapid shall designate two (2) persons to serve as members of the TAC within thirty (30) days after the date of this Agreement.

2.1.1 Meetings. The TAC shall meet as necessary to review and approve the Final Project Design, and any changes to the Final Project Design that arise after the construction of the Project begins. The members of the TAC shall elect a chairperson to preside over the meetings and a secretary to record the minutes of the meetings, from among its members at its initial meeting. After the initial meeting, the Chairperson shall schedule meetings by advance notice to all of the members. If a member is unable to attend a scheduled meeting, that member may, by advance notice to the other members, appoint a designee having equal authority to attend the meeting in his or her place. A meeting may not be convened unless a quorum consisting of not less than one representative of each of the Cities and The

Rapid, or their respective designees, are present. The Base Plans shall be the accepted starting point for the TAC's work in developing the Final Project Design. It is the intent of the parties that development of the Final Project Design shall entail resolving design issues arising in connection with the implementation of the Base Plans, including, without limitation, the precise beginning and ending points of dedicated lanes within each City, but shall not involve fundamental changes to the Base Plans. The Final Project Design (including, without limitation, final BRT Station design, final TSP system design, and final roadway design) shall be approved by the TAC no later than November 30, 2012. The TAC shall approve each element of the Final Project Design by general consent of all members of the TAC or their respective designees in attendance at a meeting scheduled and convened in accordance with this section. The Rapid shall appoint a project engineer who shall be responsible for consulting with the TAC, and implementing all aspects of the Final Project Design.

2.1.2 Authority. The TAC shall have full power and authority to approve the Final Project Design for submission to the Cities for any required final planning or other approvals and permits. Subsequent to receipt of all TAC, local and other required approvals, the TAC shall resolve all technical issues arising with the construction of the Project; provided, however, that the TAC is not authorized to modify the Final Project Design without following the same process used in adopting the Final Project Design. Notwithstanding the foregoing, the TAC shall not approve a Final Project Design which:

- (a) has an aggregate estimated cost in excess of the Project Budget, or
- (b) violates or is inconsistent with any requirement of the FTA Grant or the State Grant, or
- (c) violates any applicable laws or local ordinances.

2.1.3 Duration. Upon completion of construction of the Project and formation of the BAC, the TAC shall be disbanded.

2.2. Construction of the Project. Except as otherwise provided below, the Rapid shall consult with the TAC and seek the approval of the TAC and the Cities as required, purchase all materials, perform all site work, hire all contractors and consultants, administer all construction contracts, administer the FTA Grant and the State Grant, and take all other actions necessary to complete the construction of the Silver Line in accordance with the Final Project Design approved by the TAC.

2.2.1 Project Milestones. The TAC shall approve the Project Schedule after approving the Final Project Design. Modifications to deadlines set forth in the Project Schedule shall be permitted only for events of Force Majeure. The TAC shall use its reasonable best efforts to incorporate the following Project milestones into the Project Schedule:

(a) The Rapid shall acquire all required permits and approvals, including without limitation encroachment permits where applicable, required based upon the Final Project Design no later than December 15, 2012;

(b) To the extent required by the Final Project Design, utilities currently located within the Project Corridor shall be relocated in accordance with subsection 2.2.2 below as each BRT Station is constructed between January 1, 2013 and May 30, 2014;

(c) Construction of the Project shall be substantially completed no later than August 25, 2014;

(d) The TSP System shall be installed and operational no later than June 3, 2014;

(e) All testing of the Project Components and training of The Rapid personnel shall occur between June 3, 2014 and August 25, 2014.

(f) The Silver Line shall begin operations no later than September 1, 2014.

2.2.2 Relocation of Utilities. The Rapid shall work in collaboration with each of the Cities to relocate all utilities currently located beneath the proposed locations for BRT Stations to the extent required by the Final Project Design as provided in this Section, at The Rapid's sole cost and expense.

(a) The Rapid shall develop a plan and schedule for relocation work to be performed in any City ("**Utility Relocation Plan**") for review and approval by such City prior to commencing such work. Any changes to the Utility Relocation Plan that are inconsistent with the Final Project Design shall not be implemented unless reviewed and approved by the TAC and The Rapid.

(b) The Rapid shall be solely responsible to manage and cause the performance of each Utility Relocation Plan. The Cities shall use their best reasonable efforts to assist The Rapid in relocating utilities within their

jurisdictional boundaries. Each City shall be responsible for plan reviews associated with the relocation of utilities within that City's boundaries and the Cities shall assist The Rapid's project manager in facilitating the relocation of utilities within the public rights of way.

(c) The Rapid shall reimburse each City for all costs and expenses incurred by that City in providing its assistance with the relocation of utilities (whether public or private), including without limitation, charges for equipment, materials and labor at the City's standard rates for such work, all overhead charges, and all "out-of-pocket" expenses paid to third parties who are not employees of the City.

(d) The Rapid and the Cities shall use their reasonable best efforts to cause all Utility Relocation Plans concerning private utilities owned by third parties, to be implemented and paid for by those third parties. In this regard, the Cities will use their reasonable best efforts to exercise any rights they may have, by contract or otherwise, to prevent third party utility owner from rejecting, terminating or enjoining the work to be performed by The Rapid under the Utility Relocation Plans.

(e) The Rapid will use its reasonable best efforts to impose a daily penalty upon its contractors for failure to complete the utility relocation work in accordance with the Project Schedule, subject only to permitted delays based upon events of Force Majeure.

(f) The Rapid's Project engineer shall conduct the final inspection of all completed utility relocation work to ensure consistency with the Final Project Design.

2.2.3 TSP. The specifications for the TSP shall be determined by Grand Rapids in cooperation with the Cities of Kentwood and Wyoming. A TSP meeting Grand Rapids' specifications shall be procured by The Rapid, and installed and calibrated by Grand Rapids in accordance with the Project Schedule. After installation and calibration of the TSP, the TSP shall be tested jointly by Grand Rapids and The Rapid. All costs incurred by Grand Rapids in specifying, installing, calibrating and testing the TSP shall be reimbursed by The Rapid.

2.2.4 Coordination With Other Projects. The Cities of Kentwood and Wyoming are scheduling a road improvement project within the Project Corridor on Division Avenue between 54<sup>th</sup> Street and 60<sup>th</sup> Street for construction in 2014. Beyond this project, the Cities are not presently aware of any other municipal construction or repair projects scheduled or anticipated that may interfere with the

construction of the Project. The TAC shall be responsible for resolving scheduling conflicts and other issues presented by the above-referenced project and any other municipal construction or repair projects that arise during the construction of the Project. The parties' representatives on the TAC shall be their primary contacts for communications required to coordinate and prevent delays caused by such other municipal construction or repair projects.

2.2.5 Permitting. Without limiting the foregoing, the Project construction manager will be responsible to make application and submit drawings for building, electrical, or any other required permits in any City where a structure is to be constructed consistent with the Final Project Design.

2.3. Project Costs. The Rapid shall pay and be solely responsible for the Project Cost, along with all fees and expenses associated with the Final Project Design consistent with the Project Budget. Each City shall pay and be solely responsible for the cost and expense of all additional work it requests in writing which is not part of the Final Project Design. To the extent that The Rapid incurs costs or expenses for such additional work at the request of a City, that City shall reimburse The Rapid for such costs and expenses within thirty (30) days after the City's receipt of The Rapid's invoice and supporting documents.

2.4. Ownership of the Project. The Rapid shall hold title to all real property interests, if any, acquired as part of the Project or otherwise transferred by the Cities in connection with the Project, and shall hold title to all improvements, including the BRT Stations (but excluding improvements to public utilities and public rights of way required to support the Project), constructed in connection with the Project. Each City shall continue to own all public rights of way, utilities and public properties owned by that City as of the date of this Agreement.

2.5. Operation of the Project. The Rapid shall be solely responsible for the day to day operation of the Silver Line at its sole cost and expense. If issues regarding the operation of the Silver Line arise after construction of the Project is completed that require coordination between the Rapid and the Cities, a BRT administrative committee comprised of the chief executive officer of each of the Cities (Mayor or City Manager), the Chief Executive Officer of The Rapid, or their respective designees (the "BAC") shall render advice and assistance to The Rapid in resolving those issues. The manner in which those issues are resolved, however, shall be determined solely by the board of The Rapid.

2.5.1 Meetings. The BAC shall meet as often as necessary after construction of the Project is completed, to assure the efficient and effective operation of the Silver Line. The members of the BAC shall elect a chairperson to preside over the meetings, and a secretary to record the minutes of the meetings,

from among its members at its initial meeting. After the initial meeting, the Chairperson shall schedule meetings by advance notice to all of the members. If a member is unable to attend a scheduled meeting, that member may, by advance notice to the other members, appoint a designee having equal authority to attend the meeting in his or her place. A meeting may not be convened unless all the members of the BAC or their designees are present. The BAC shall make decisions by general consent of all members of the BAC or their respective designees in attendance at a meeting scheduled and convened in accordance with this section.

2.5.2 Authority. The BAC may render advice and assistance to The Rapid. The Rapid shall use its reasonable best efforts to implement the recommendations of the BAC, but The Rapid shall not be obligated to comply with the recommendations of the BAC. Notwithstanding the foregoing, The Rapid shall have no obligation to consider or implement any recommendation of the BAC that would materially impair the operation of the Silver Line, or impose or result in an increase in The Rapid's cost or expense of operating the Silver Line.

2.5.3 Duration. The BAC shall continue in existence so long as this Agreement remains in effect.

2.5.4 Contacts. After construction of the Project is completed and operation of the Silver Line begins, the points of contact for each of the parties shall be their representative members on the BAC.

2.6 Maintenance of the Project. The parties' obligations to maintain the Silver Line are as follows:

2.6.1 Maintenance Obligations of The Rapid. The Rapid shall be responsible, at its sole cost and expense, for (a) operating the Silver Line, (b) operating and maintaining its vehicles, equipment and other properties used in connection with the Silver Line, (c) maintaining the BRT Stations and appurtenances thereto, including, without limitation, snow removal, graffiti abatement, painting, trash removal, sidewalk and curb replacement or repair, as necessary, and (d) maintaining any improvement to the public rights of way made by The Rapid consistent with this Agreement.

2.6.2 Maintenance Obligations of the Cities. Each City, at its sole cost and expense, shall meet all legal obligations relative to the maintenance of all public rights of way, Facilities, and other public places under its jurisdiction.

2.6.3 Maintenance of the TSP. Grand Rapids shall maintain the TSP in good repair and operating condition. All costs incurred by Grand Rapids in

maintaining the TSP in proper working order shall be approved in advance by The Rapid, and reimbursed by The Rapid upon receipt of Grand Rapids' invoice for such costs and all supporting documents.

2.7 Cooperation by the Cities. The Cities shall use their reasonable best efforts to cooperate with The Rapids' efforts and activities in constructing the Project. The points of contact for the parties with respect to all matters concerning the design and construction of the Project shall be the parties' representatives on the TAC. The points of contact for all matters concerning the operation and maintenance of the Project shall be the parties' representatives on the BAC. If, and to the extent, that other construction projects within a City arise that may conflict with or otherwise impede the progress of the Project, that City shall notify the other parties to this Agreement of the points of contact for the contractors and other parties involved in such conflicting construction projects, and otherwise coordinate communications between the parties.

2.8 FTA and State Oversight. The parties acknowledge and agree that the FTA and the State will monitor all aspects of the Project. The FTA and the State shall have the authority to access applicable Project files of The Rapid and the Cities to the extent permitted by law, copies of all completed work products, invitations to all progress review and public involvement meetings, and copies of minutes generated as a result of all such meetings and such other documentation as required. As the recipient of the FTA Grant and the State Grant, The Rapid shall be solely responsible for administration of the FTA Grant, the State Grant, and all required reporting to the FTA and the State of Michigan. All matters pertaining to grant funds expenditures, allocations and disbursement of funds will be solely the responsibility of The Rapid.

2.9 Insurance. The Rapid shall obtain, and continuously maintain for the duration of this Agreement, and provide to the Cities prior to the execution of this Agreement and annually thereafter upon the request of the Cities, proof of commercial liability insurance coverage naming each of the Cities and their officers and employees as additional insured parties. Such insurance shall have an initial limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said insurance must contain comprehensive coverage to insure against any and all claims arising out of or attributable to the construction and operation of the Silver Line, regardless of whether The Rapid or any of its officers, employees, or agents are negligent in any manner, and also must contain contractual liability coverage to insure that the obligations of The Rapid to the Cities pursuant to this Agreement are met. All certificates of insurance evidencing the insurance coverage required by this section shall contain an unqualified guarantee that the Cities will be provided with thirty (30) days' prior written notice of cancellation, termination, non-renewal, or material change in coverage of the insurance policy provided. If The Rapid fails to maintain the required insurance in force during the term of this Agreement, each City may, at its option, obtain such insurance at its own expense and bill the costs of the same to The Rapid,

which costs The Rapid agrees to promptly pay or the Cities may revoke any encroachment permits granted in connection with the construction of the Project.

## ARTICLE III

### GENERAL PROVISIONS

3.1 Term. The term of this Agreement shall be from the date first written above through and including December 31, 2025. Thereafter, this Agreement shall automatically renew from year to year unless terminated by written notice delivered by any party to the other parties not later than September 30. Notwithstanding the foregoing, this Agreement may be terminated by The Rapid at any time if the FTA Grant or the State Grant is withdrawn, or if funding under the FTA Grant or the State Grant is reduced or impaired after the date of this Agreement.

3.2 Effective Date. This Agreement shall not become effective and binding on the parties unless and until it is approved by official action of the governing bodies of The Rapid and each of the Cities.

3.3 Indemnification. To the maximum extent permitted by law, each party will defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from and against all claims, demands, suits, actions, liability of any kind (including, without limitation, injuries to persons or property), costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of the errors, omissions or negligent acts of the indemnifying party, its contractors and/or employees, agents, and representatives in performing such indemnifying party's obligations under this Agreement. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit or action is caused by the sole negligence of the other party. Where such claims, suits or actions result from concurrent negligence of one or more parties, this indemnification shall be valid and enforceable only to the extent of the indemnifying party's own negligence as determined by a court of competent jurisdiction. Each party to this Agreement will provide reasonable notice to the other parties of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement.

3.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Project. This Agreement may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the Silver Line are merged in this Agreement which alone fully and completely expresses their understanding. This

Agreement may not be amended, modified, altered or changed in any respect whatsoever except in writing duly executed by the parties hereto.

3.5 Waiver. The exercise (or failure to exercise) of any one of the parties' rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein or provided by law, except to the extent inconsistent herewith. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

3.6 Partial Invalidity. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

3.7 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement has been prepared by The Rapid and its professional advisors and reviewed and modified by the Cities and their professional advisors. The Rapid, the Cities, and their separate advisors intend this Agreement to be the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against either The Rapid or any of the Cities merely because of their efforts in preparing it.

3.8 Applicable Law. This Agreement shall be governed by the laws of the State of Michigan.

3.9 Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

3.10 Time. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday shall be extended to the next business day.

3.11 Counterparts. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together as representing one agreement between the parties.

3.12 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Whenever used, the singular number shall include the plural; the plural number shall include the singular; and the use of any gender shall include all genders.

3.13. Third Party Beneficiaries. This Agreement is not intended to create or confer third party beneficiary status on the public or any member of the public, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to any of the terms or provisions of this Agreement.

3.14 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below, or such other address of which such party provides notice to the other parties in accordance with paragraph:

THE RAPID: INTERURBAN TRANSIT PARTNERSHIP  
300 Ellsworth S.W.  
Grand Rapids, Michigan 49503  
Attn: Peter Varga, CEO  
Telephone: (616) 456-7514  
E-mail: PVarga@ridetherapid.org

GRAND RAPIDS: CITY OF GRAND RAPIDS  
300 Monroe – Room 660  
Grand Rapids, Michigan 49503  
Attn: Eric R. DeLong, Deputy City Manager  
Telephone: (616) 456-3119  
E-mail: edelong@grcity.us

KENTWOOD: CITY OF KENTWOOD  
4900 Breton Ave., S.E.  
Kentwood, Michigan 49508  
Attn: Richard L. Root, Mayor  
Telephone: (616) 456-0771  
E-mail: mayor@ci.kentwood.mi.us

WYOMING: CITY OF WYOMING  
1155 28<sup>th</sup> Street, S.W.  
Wyoming, Michigan 49509  
Attn: Curtis L. Holt, City Manager  
Telephone: (616) 530-7226  
E-mail: holtc@wyomingmi.gov

3.15 No Joint Venture. Nothing in this Agreement shall be deemed or construed to create a partnership or joint venture, or employer-employee or principal-agent relationship, or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities, and obligations of another party. Each party is and shall be a public

entity, separate and distinct from the other parties and shall have the right to supervise, manage, operate, control and direct performance of its obligations under this Agreement.

3.16 Assignment. No party to this Agreement shall assign, transfer or delegate any of its rights, obligations or duties under this Agreement without the prior written consent of the other parties to this Agreement.

3.17 Public Disclosure. This Agreement shall be subject to public disclosure in accordance with the Freedom of Information Act, MCLA § 15.231 *et seq.*

3.18 Authority. Each party to this Agreement represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement on behalf of such party, and that such party is authorized by law to enter into and perform its obligations under this Agreement.

3.19 Force Majeure. No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, actions or orders of a civil or military authority, acts of a public enemy, accidents, fires, explosions, or acts of God including, without limitation, earthquakes, floods, winds or storms. In any such event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

WHEREFORE, The Rapid and the Cities have executed this Agreement as of the date first written above.

*(Signature Page to Interlocal Agreement for the Silver Line Bus Rapid Transit Project)*

INTERURBAN TRANSIT PARTNERSHIP, a  
Public Authority incorporated under the Public  
Transportation Authority Act, P.A., 196 of 1986

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*(Signature Page to Interlocal Agreement for the Silver Line Bus Rapid Transit Project)*

CITY OF GRAND RAPIDS, a Michigan municipal corporation

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*(Signature Page to Interlocal Agreement for the Silver Line Bus Rapid Transit Project)*

CITY OF KENTWOOD, a Michigan municipal corporation

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*(Signature Page to Interlocal Agreement for the Silver Line Bus Rapid Transit Project)*

CITY OF WYOMING, a Michigan municipal  
corporation

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## EXHIBIT A

### THE PROJECT

The following is a brief description of the individual elements of the Silver Line:

The corridor extends directly south from downtown Grand Rapids along Division Avenue as depicted on the attached Exhibit A-1. The corridor passes through the Cities. Design, engineering and construction of capital improvements on Division Avenue in the right of way (ROW) from and including the Central Business District to the project boundary to the south, include:

1. Creation of dedicated bus lanes on at least 50% of the corridor as indicated in the initial project engineering design attached as Exhibit A-2. The exact location of dedicated bus lanes will be determined by the TAC as part of the Final Project Design, and may be modified upon recommendation of the BAC.
2. Construction of enhancements which encourage transit usage, including new sidewalks where necessary (around station platforms), pedestrian crosswalks and passenger shelters.
3. Installation of a TSP at intersections along the Project corridor, as depicted on the initial project engineering design attached as Exhibit A-3. Each TSP will provide Priority to The Rapid's BRT vehicles operating on Division Avenue. The TSP detects if a short extension of the signal green time would allow the BRT vehicle to pass through the intersection. At potentially two intersections (depending on the precise routing near Wealthy and Division), the existing left-turn arrow may give a BRT vehicle Priority. Most traffic signals in the corridor are already equipped with TSP transponders.
4. The elimination and/or relocation, where possible, of on-street parking areas and loading zones near a BRT Station, and installation of pedestrian and vehicular signage to clearly identify the availability of transit service.
5. Development of an operations plan and specifications for BRT vehicles which are anticipated to be forty (40) foot long, hybrid-electric, low floor BRT vehicles with two doors permitting ease of boarding. Ten (10) of these vehicles are proposed to operate along the corridor. In the future, The Rapid may elect to acquire sixty (60) foot BRT (articulated) vehicles to operate along the corridor.
6. Preparation of a detailed plan for the protection and maintenance of vehicle and pedestrian traffic during the construction of Project improvements. Construction will be done in such a way as to minimize safety conflicts with regular pedestrian and automobile traffic.

7. The proposed running way for BRT vehicles is the right curb-side travel lane. In at least 50% of the corridor, dedicated curb-side lanes have been designed into the Project during peak hours (6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m.). The dedicated lanes would be indicated by signage, pavement markings and other features to distinguish the lanes from ordinary vehicular traffic lanes. Right-turning vehicles and vehicles accessing business drives and parking may use the dedicated lanes.

8. The Project Budget will include not more than \$1 Million to improve ride quality along the corridor by milling and resurfacing roadways at the BRT station areas.

9. Installation of 17 BRT stations (excluding existing Rapid Central Station), with 33 platforms (Rapid Central Station already has a platform and there will be one station platform at the end of the line at 60th Street). The BRT stations are all low-platform at-grade providing level access from the floor of the BRT vehicles.

10. The BRT station platforms are generally 60' long and situated in the public right-of-way (ROW) along the right curb-side lane. The location and configuration of the BRT stations will be finalized in the Design and Engineering phase. A typical BRT station shelter will be 48' long except where ROW restrictions necessitate a 36' long BRT shelter. The 48' long BRT shelter is designed to cover both doors of a 40-foot bus and set back 24" from the face of curb to protect boarding passengers from rain. There will be ramps at one or both ends of the platform. Attached as Exhibit A-4 is an artist's rendering of a typical BRT station.

11. If the BRT station roof extends over the bus, the clear height of the roof will be 14'-6" above the pavement. The platforms will be placed 14" above the pavement for BRT vehicles and 10" above the pavement where the BRT will share stations with other local route stops. The stations are generally located at intersections with traffic signals, facilitating access to the platform.

12. The BRT stations will be designed to include lighting, landscaping, hardscaping, benches, signage, active signage displaying real-time train arrival and status information ("next bus" technology), emergency telephone with closed circuit television (CCTV) passenger information signage, location information, and information on how to use or transfer between systems.

13. The BRT's fares will be coordinated and integrated with The Rapid's current fare structure for its existing bus system. Fare vending machines would be placed in all stations and continued use of standard fare boxes is assumed for the bus system.

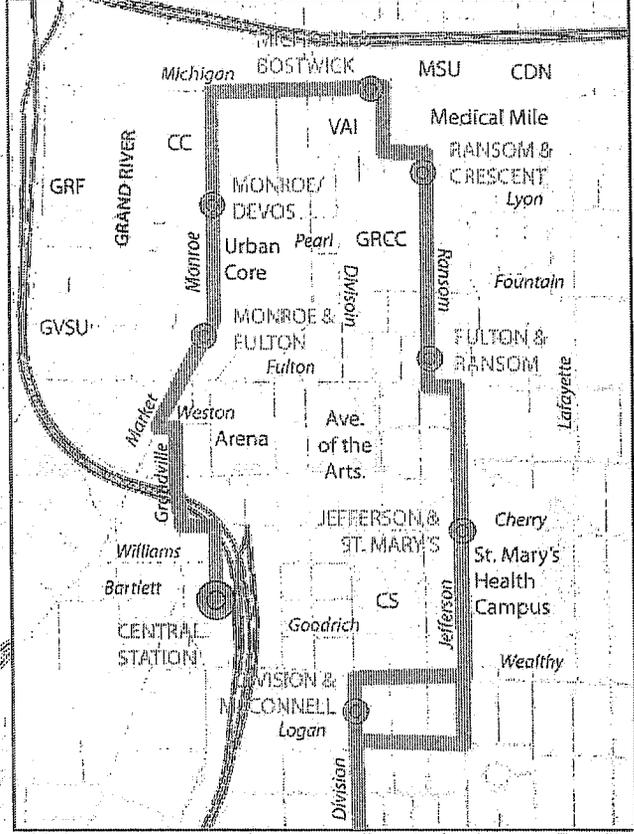
14. Routine fare inspections will be conducted by The Rapid.

15. Coordination with the Cities on policing the system for fare evaders, including citation and prosecution.

EXHIBIT A-1

I-196

INSET - CENTRAL BUSINESS DISTRICT (CBD)



SEE INSET

- CC - DeVos Place Convention Center and Performance Hall
- CDN - Cook-DeVos School of Nursing
- CS - Cathedral Square (Catholic Diocese Headquarters and High School)
- GRCC - Grand Rapids Community College
- GRF - Gerald R. Ford Presidential Library and Museum
- GVSU - Grand Valley State University
- MSU - Michigan State University
- VAI - Van Andel Research Institute



BUS RAPID TRANSIT CORRIDOR

- BRT Stations
- BRT Alignment

Byron Township

Gaines Township

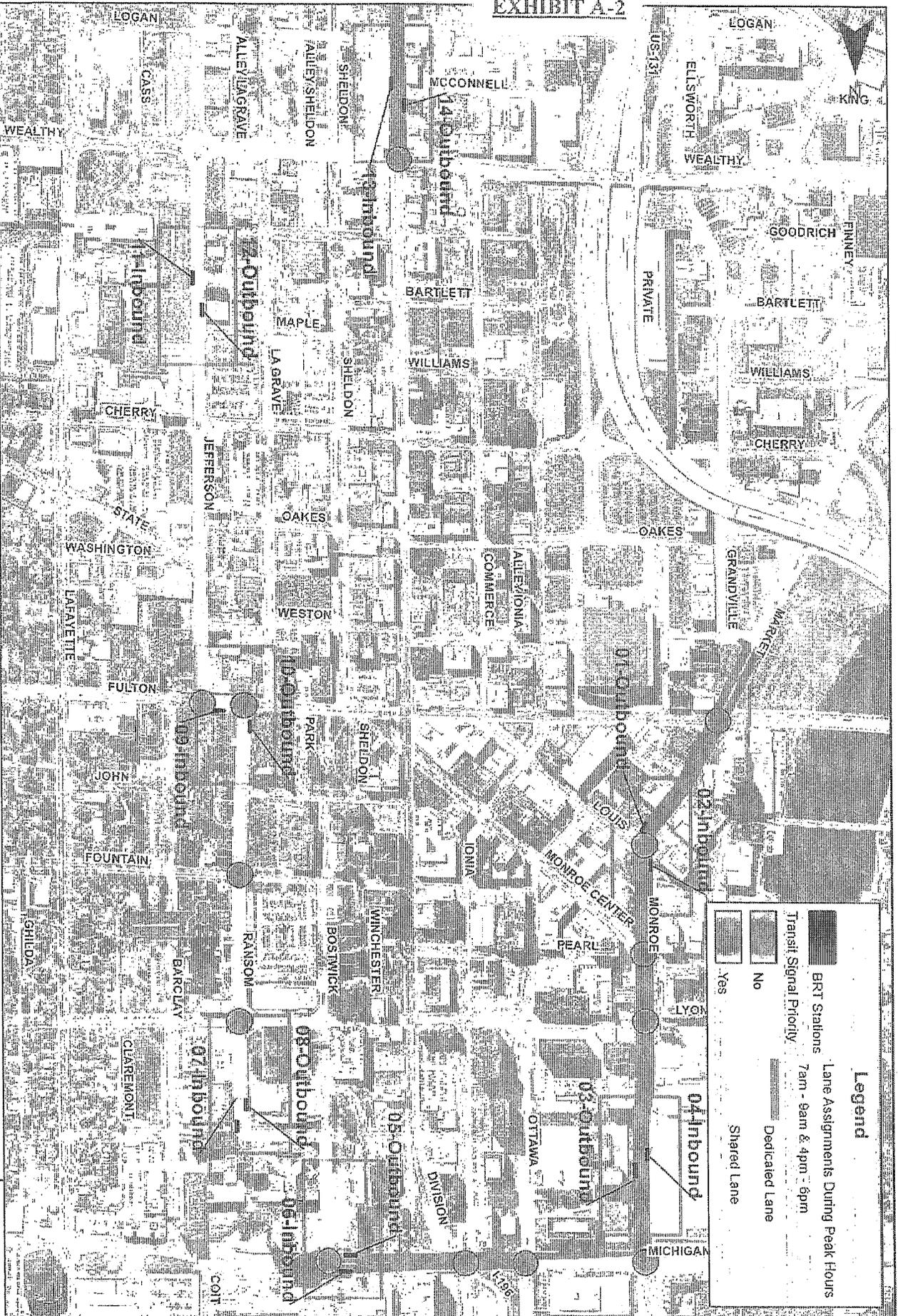
Wyoming

Kentwood

US 131

M-6

EXHIBIT A-2



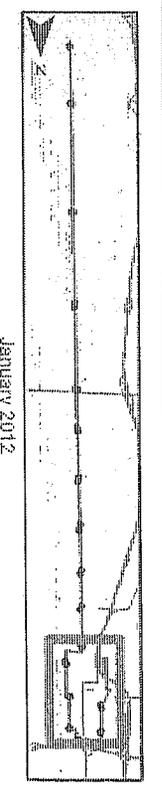
**Legend**

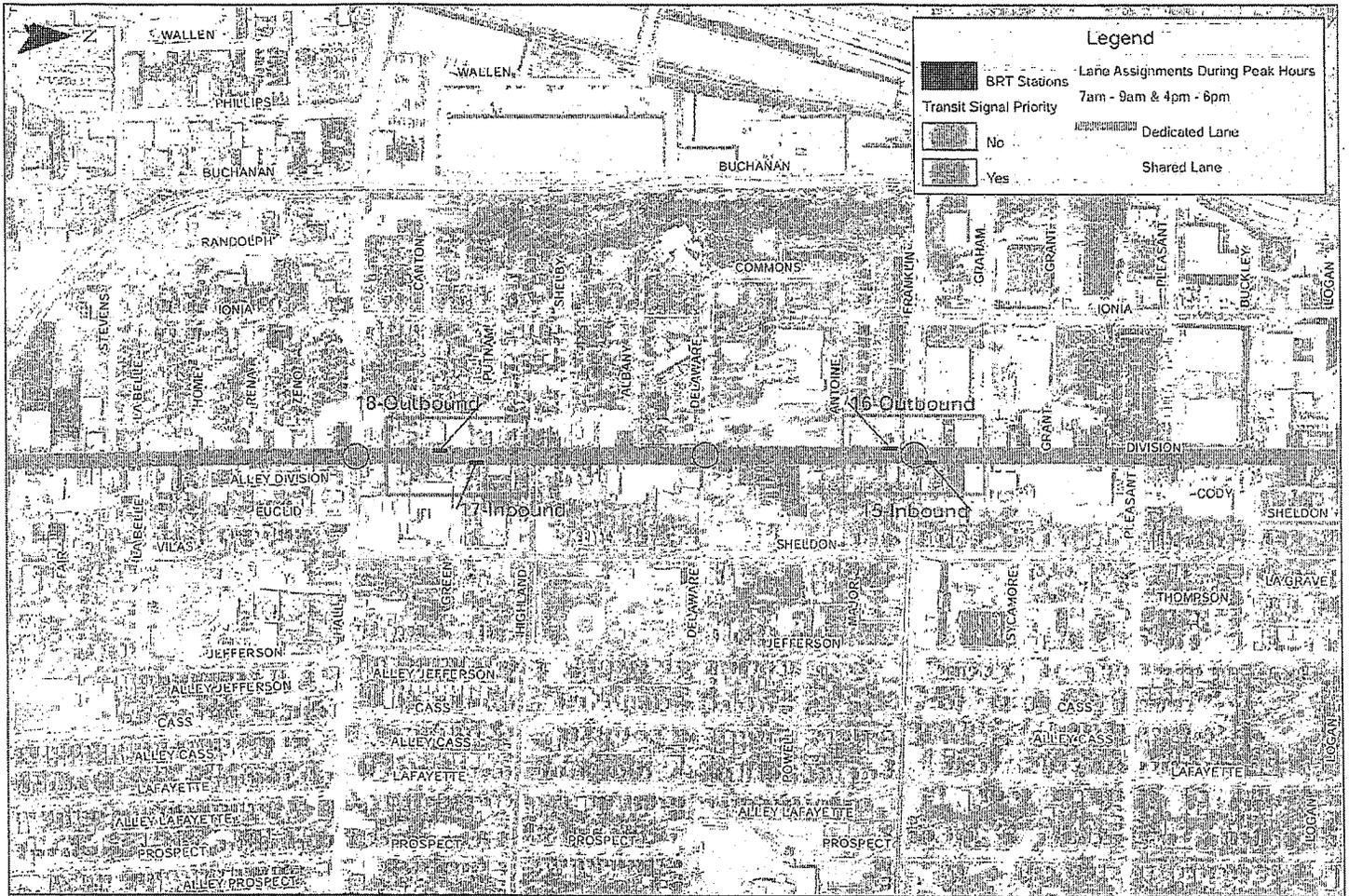
- BRT Stations
- Lane Assignments During Peak Hours
  - 7am - 9am & 4pm - 6pm
- Transit Signal Priority:
  - Yes
  - No
- Dedicated Lane
- Shared Lane

**BRT Dedicated Lane Mapping**

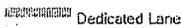
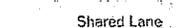
**CDM SMITH**

0 150 300 Feet  
1 inch = 600 feet



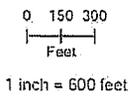


**Legend**

-  BRT Stations
-  Transit Signal Priority
-  No
-  Yes
-  Dedicated Lane
-  Shared Lane

**Lane Assignments During Peak Hours**  
 7am - 9am & 4pm - 6pm

**BRT Dedicated Lane Mapping**

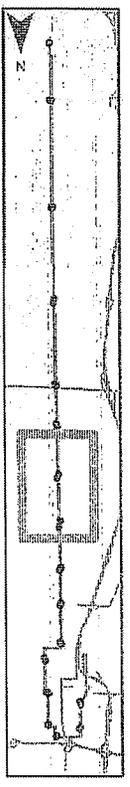




# BRT Dedicated Lane Mapping



0 150 300 Feet  
1 inch = 600 feet



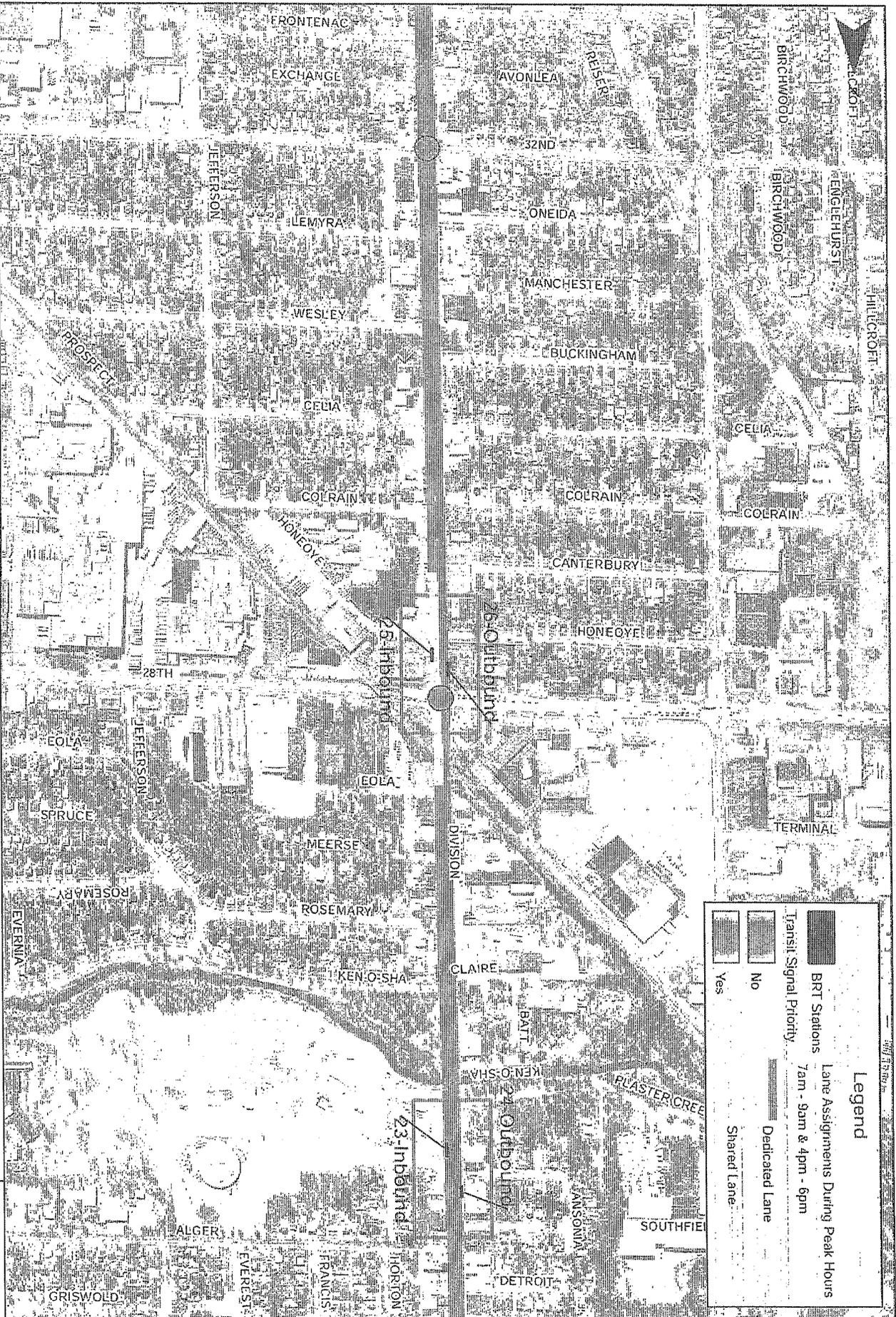
January 2012



**Legend**

- BRT Stations
- Lane Assignments During Peak Hours  
7am - 9am & 4pm - 6pm
- Transit Signal Priority
- Dedicated Lane
- Shared Lane

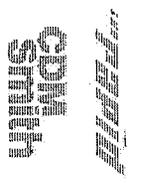
Yes  
No



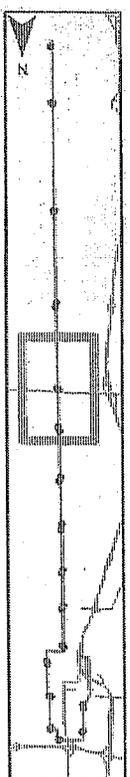
**Legend**

- BRT Stations
- Lane Assignments During Peak Hours  
7am - 9am & 4pm - 6pm
- Transit Signal Priority
- Yes
- No
- Dedicated Lane
- Shared Lane

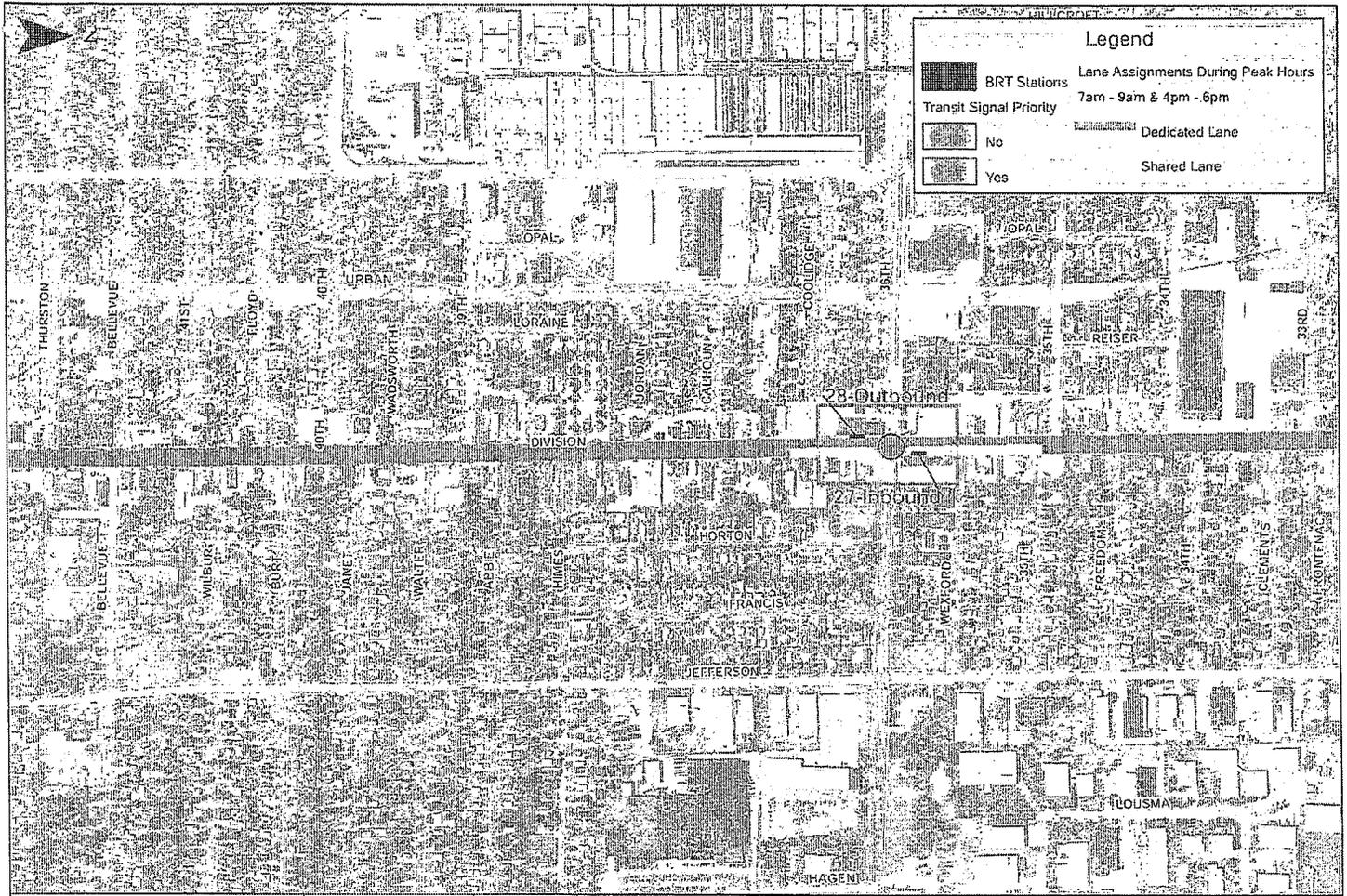
**BRT Dedicated Lane Mapping**



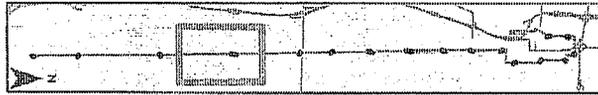
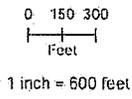
0 150 300 Feet  
1 inch = 600 feet



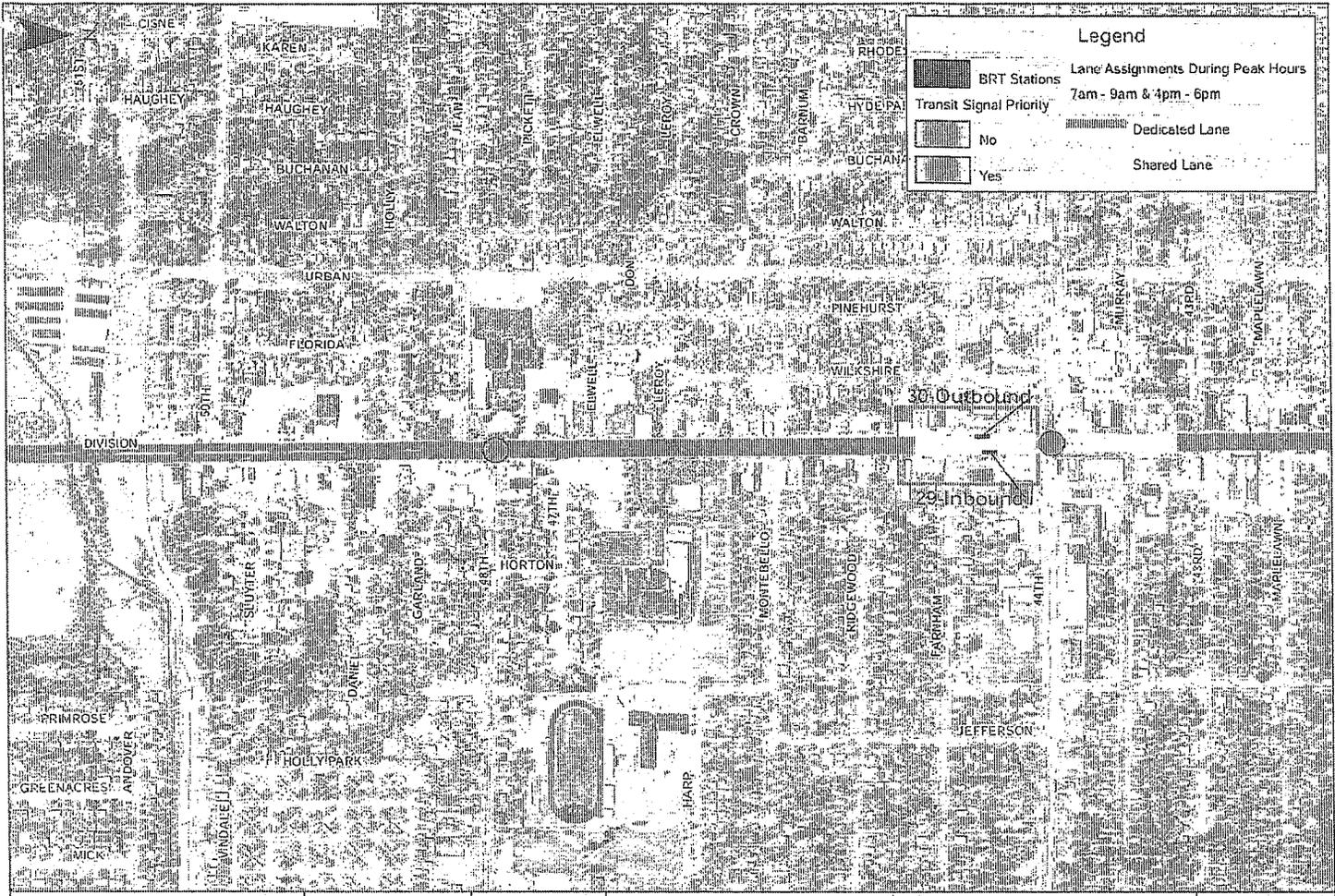
January 2012



**BRT Dedicated Lane Mapping**



January 2012



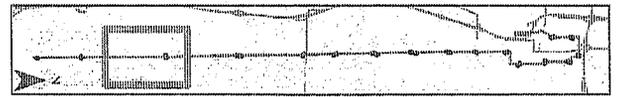
**Legend**

- BRT Stations
- Lane Assignments During Peak Hours  
7am - 9am & 4pm - 6pm
- Transit Signal Priority
  - No
  - Yes
- Dedicated Lane
- Shared Lane

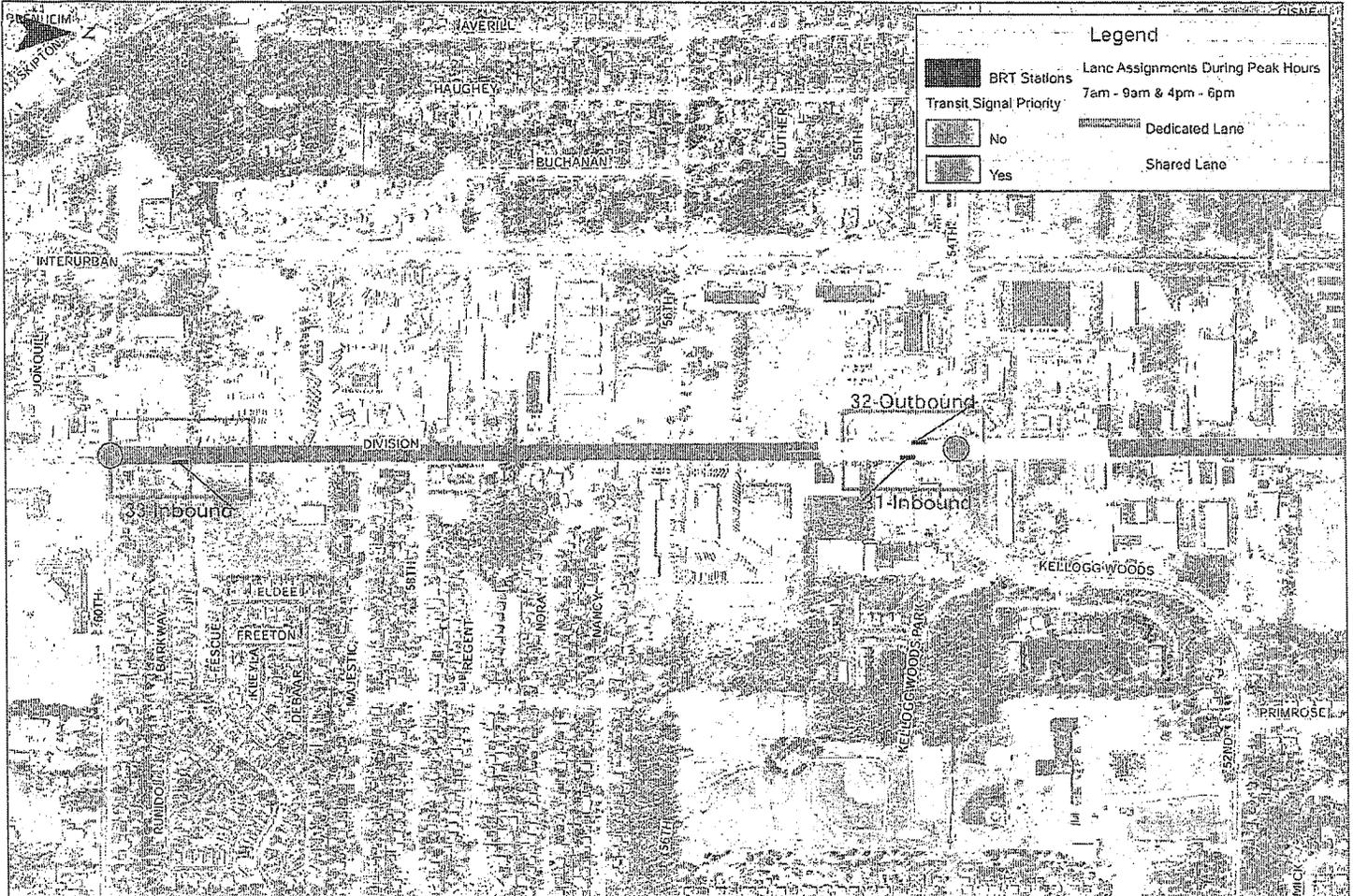
**BRT Dedicated Lane Mapping**



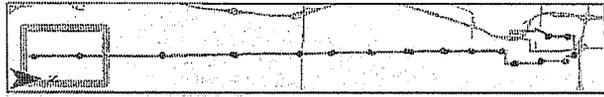
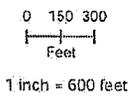
0 150 300  
Feet  
1 inch = 600 feet



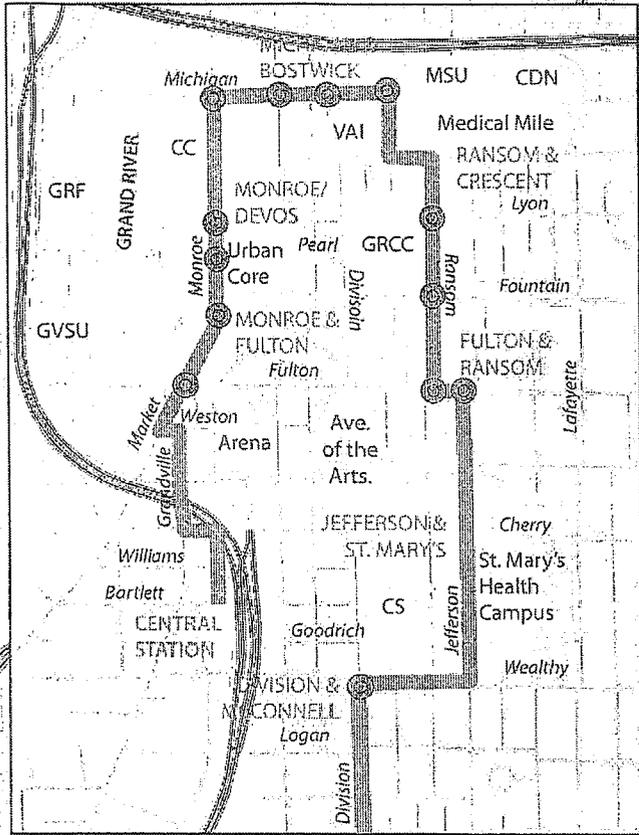
January 2012



**BRT Dedicated Lane Mapping**



INSET - CENTRAL BUSINESS DISTRICT (CBD)



CC - DeVos Place Convention Center and Performance Hall  
 CDN - Cook-DeVos School of Nursing  
 CS - Cathedral Square (Catholic Diocese Headquarters and High School)  
 GRCC - Grand Rapids Community College  
 GRF - Gerald R. Ford Presidential Library and Museum  
 GVSU - Grand Valley State University  
 MSU - Michigan State University  
 VAI - Van Andel Research Institute

SEE INSET

I-196

Franklin  
Delaware

Grand Rapids

Hall

Cottage Grove

Griggs

Burton

Salvation Army  
Kroc Center

28th

32nd

36th

44th

48th

54th

60th

Kentwood

US 131

Gordon Food  
Service  
Headquarters

Wyoming

BUS RAPID TRANSIT CORRIDOR

- BRT Intersections - without Transit Signal Priority
- BRT Intersections - with Transit Signal Priority
- BRT Alignment

Byron  
Township

Gaines Township

M-6

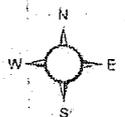
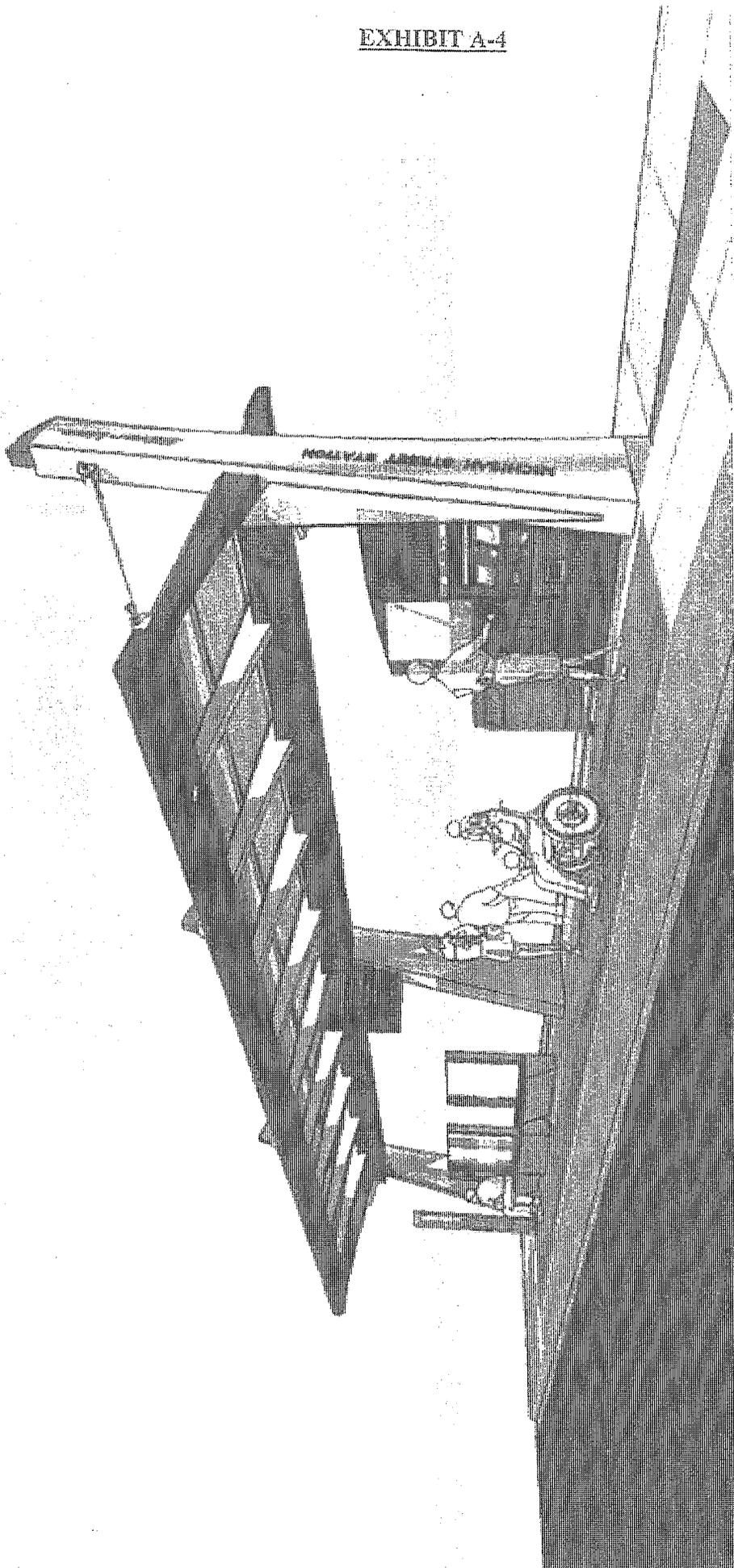


EXHIBIT A-4





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

RESOLUTION TO AUTHORIZE PARTICIPATION IN THE REGIONAL  
STORM WATER POLLUTION PREVENTION INITIATIVE AND THE REGIONAL  
PUBLIC EDUCATION PLAN FOR THE NPDES PHASE II STORM WATER PERMIT

WHEREAS:

1. The City of Wyoming has a NPDES Phase II Storm Water Permit issued by the Michigan Department of Natural Resources and Environment.
2. Said permit requires a Storm Water Pollution Prevention Initiative (SWPPI) and a Public Education Plan (PEP).
3. These two activities can be accomplished most efficiently and effectively on a regional basis.
4. The Grand Valley Metro Council offered to coordinate this regional effort on behalf of Wyoming and surrounding communities.
5. These costs can be financed from the Major and Local Street Fund accounts 202-441-46300-801.000 and 203-441-46300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes participation in the 2012 Storm Water Pollution Prevention Initiative and the Regional Public Education Plan and approves payment in the amount of \$15,487 to the Grand Valley Metro Council.

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:

---

Heidi A. Isakson, Wyoming City Clerk

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

RESOLUTION TO REPAY THE SPECIAL ASSESSMENT FUND FOR LOAN TO SOUTH  
KENT RECREATION ASSOCIATION

WHEREAS:

1. As detailed in the attached Staff Report from the Finance Director, excess funds have been earned by the Special Assessment Fund and a loan balance from South Kent Recreation Association is owed to the Special Assessment Fund.
2. It is recommended that the Special Assessment Fund transfer \$155,000 of excess funds to the General Fund.
3. It is recommended that the General Fund repay the debt owed the Special Assessment Fund by the South Kent Recreation Association (Budget Amendment #41).
4. It is recommended that assets formerly belonging to South Kent Recreation Association remaining on City property be capitalized or expense based on City policy.

NOW, THEREFORE, BE IT RESOLVED:

The City Council does hereby authorize the transfer of \$155,000 from the Special Assessment Fund to the General Fund and that the General Fund repay to loan owed the Special Assessment Fund by South Kent Recreation Association in the amount of \$154,930 with assets belonging to the South Kent Recreation Association being capitalized or expensed based on City policy (Budget Amendment #41).

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:

ATTACHMENTS:  
Staff Report  
Proposal

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

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



## STAFF REPORT

Date: May 8, 2012  
Subject: South Kent Recreation Association  
From: Timothy H. Smith, CPA, Finance Director  
Meeting Date: May 21, 2012

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### Recommendation:

I recommend that the City transfer \$155,000 of interest earned in the Special Assessment Fund to the General Fund and that the General Fund payoff the debt owed by South Kent Recreation Association (SKRA) to the Special Assessment Fund in the \$154,930. Any assets paid for by SKRA remaining on City property will be valued at current estimated value and capitalized or expensed based on City policy by the General Fund.

### Sustainability Criteria:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

### Discussion:

The Special Assessment Fund has earned interest on prepayments of special assessments. Over the years, these earnings have been used to finance special assessment projects without bonding to pay for certain smaller projects. As a result of the internal financing and earnings within the fund, the Special Assessment Fund is projected to have a future fund balance of \$1,200,000 after collection of current special assessments and payment of all outstanding special assessment debt.

A partnership between the City of Wyoming and SKRA was affirmed and expanded in 1997 and again in 2000 to provide for the relocation of SKRA to new facilities, and maintenance thereof, developed and located within Gezon Park, immediately adjacent to the Gezon Pumping Station and Water Tower. This was due to the revocation of SKRA's use agreement for city owned land converted to the Gezon Fire Station. Funding for improvements at the park, such as the construction of a restroom/concession/storage building, access roads, parking improvements, storm sewer collection system, etc. was collaborative in nature, specifically funded approximately 1/3<sup>rd</sup> from the Utilities Fund (attributed to access improvements to the water tower and pumping station, security features, etc.), 1/3<sup>rd</sup> from the Parks and Recreation Fund, and 1/3<sup>rd</sup> from SKRA. As SKRA did not have cash on hand, the City of Wyoming extended them a 0% loan from the Special Assessment fund which was to be paid back through a \$1,000 per month payment for 25 years.

On November 20, 2000, the City entered into a Recreation Facilities Use Agreement to loan SKRA \$256,934 from accumulated earnings in the Special Assessment Fund . As described earlier, the loan was to be repaid to the Special Assessment Fund at the rate of \$1,000 per month. As a result of social and economic changes, there is currently \$154,930 of debt still outstanding. Earlier this fiscal year, it became very evident that SKRA was not a viable entity. Through previous Council action on January 16, 2012, the operating agreement with SKRA was terminated with various assets of SKRA becoming the property of the City.

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

RESOLUTION TO APPROVE THE LABORATORY SERVICES AGREEMENT  
BETWEEN THE CITY OF WYOMING AND THE CITY OF GRAND RAPIDS  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. The Wyoming Water Treatment Plant laboratory is certified to provide drinking water analyses for regulatory compliance and currently provides laboratory services to its wholesale community customers.
2. The Wyoming Water Treatment Plant and the City of Grand Rapids have an opportunity to eliminate duplicative efforts through the consolidation of services to the Wyoming laboratory.
3. The Wyoming Water Treatment Plant laboratory and the City of Grand Rapids have agreed upon a service provision model and the attached Laboratory Services Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council approves the attached Laboratory Services Agreement and Service Provision Model.
2. The Wyoming City Council hereby authorizes the Mayor and the City Clerk to execute the attached Laboratory Services 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:

---

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Agreement
- Exhibit A & B

## LABORATORY SERVICES

### AGREEMENT

This Laboratory Services Agreement (the “**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Wyoming, a Michigan municipal corporation, the address of which is 1155 28<sup>th</sup> Street, SW, Wyoming, Michigan 49509 (“**Wyoming**”), and the City of Grand Rapids, a Michigan municipal corporation, the address of which is 300 Monroe Avenue, NW, Michigan 49503 (“**Grand Rapids**”).

### RECITALS

1. Wyoming wishes to provide laboratory services to Grand Rapids such that each City will benefit from the efficiency gains of having a single point of service delivery.
2. Wyoming operates a State of Michigan certified drinking water laboratory and has sufficient equipment, facilities and properly trained and qualified personnel to provide the laboratory services called for under this Agreement. Wyoming is amenable to provide these services for Grand Rapids, subject to the terms and conditions of this Agreement.
3. Wyoming and Grand Rapids are authorized to enter into this Agreement pursuant to Act No. 35 of the Public Acts of 1951, as amended and Act No. 8 of the Public Acts of 1967 (Ex. Sess.), as amended.
4. For purposes of this Agreement, “**Customer**” refers to the City of Grand Rapids and “**Provider**” refers to the City of Wyoming.

### AGREEMENT

Now, therefore, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree:

- A. Retention. Subject to the terms of this Agreement, Grand Rapids does hereby retain the services of Wyoming (and its personnel), as an independent contractor, to provide certified drinking water laboratory services.
- B. Duties of Wyoming as Provider. The Provider shall provide laboratory services consistent with the procedures, practices and provisions required of a State of Michigan certified drinking water laboratory. The Provider is obligated to maintain State of Michigan drinking water certification for all contracted laboratory services during the term of this Agreement and the Provider shall notify the Customer should there be any lapse in any laboratory drinking water certification held by the Provider.

The Provider shall maintain for the Customer complete records of the services performed pursuant to this Agreement. Complete records include laboratory reports, quality control reports including any and all data qualifications, instrument calibration and maintenance records, chain of custody information including dates and times of sample collection, sample receipt and processing information throughout the entire analytical procedure including analyst identification.

The Provider shall perform all designated services in a timely and competent manner which is satisfactory to the Customer and as stipulated in Exhibit B (attached). The services to be performed by the Provider's personnel pursuant to this Agreement are acknowledged by the parties to be governmental functions in accordance with Act No. 170 of the Public Acts of 1964, as amended. Nothing herein shall be construed or interpreted as a waiver of the parties' privileges and immunities as agencies performing governmental functions under state law.

C. Equipment and Supplies. The Provider shall provide and maintain, at its own expense, such equipment and supplies necessary to perform the duties required by this Agreement.

D. Motor Vehicles. The Provider shall provide any motor vehicles required for the performance of its duties pursuant to this Agreement and shall be responsible for all expenses associated with the operation of such motor vehicles, including gasoline, maintenance, repairs, insurance, and all incidental costs. Motor vehicles shall be in good repair and identifiable as representing Wyoming.

E. Compensation. As compensation for the services provided pursuant to this Agreement, the Customer shall pay the Provider in accordance with the schedule of fees as stated in Exhibit A attached to this Agreement. The schedule of fees may be periodically adjusted upon written approval of the Grand Rapids Water System Manager and the Wyoming Director of Public Works or their designees. Such approval shall include the effective date of the new rates and be duly signed by both parties.

The Provider shall not be entitled to any benefits or payments of any kind in the provision of these services, except as provided for in this Section E. The Provider shall invoice the Customer monthly for services rendered and the Customer shall reimburse the Provider within 30 days of invoicing.

F. Independent Contractor. In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the Provider, its officers and employees are and shall be at all times acting and performing as an independent contractor. The Customer shall neither have, nor exercise, any control or direction over the methods by which the Provider's personnel perform the work and functions called for under this Agreement, except that the Provider agrees at all times to comply completely and fully with the provisions of this Agreement. The Customer may perform or cause to be performed random quality assurance actions related to the service provided.

G. Comprehensive General Liability Insurance and Indemnification. Wyoming shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the Provider under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). Grand Rapids shall indemnify Wyoming against and save Wyoming harmless from any liability or claim for damages arising from the water samples and the collection of such samples by Grand Rapids and their delivery to Wyoming for testing pursuant to this Agreement except those that arise from the negligence of Wyoming or its employees or agents and is not otherwise covered by insurance carried by Wyoming. Wyoming shall indemnify Grand Rapids against and save Grand Rapids harmless

from any liability or claim for damages arising from the services to be performed by Wyoming pursuant to this Agreement except those that arise from the negligence of Grand Rapids or its employees or agents and is not otherwise covered by insurance carried by Grand Rapids.

The liability limits shall not be less than:

|                  |   |
|------------------|---|
| Bodily Injury:   | \$1,000,000 each occurrence;<br>\$2,000,000 annual aggregate. |
| Property Damage: | \$1,000,000 each occurrence;<br>\$2,000,000 annual aggregate. |

Wyoming shall promptly notify Grand Rapids of any knowledge regarding any occurrence which may result in a claim, and the parties hereto shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

Any such policy(ies) of insurance shall name or provide that Grand Rapids shall be named as an additional insured and shall be payable as to Grand Rapids or as Grand Rapids specifies. Any such policy(ies) shall further provide that it(they) shall not be subject to non-renewal, cancellation or termination without not less than 30 days prior written notice to Grand Rapids.

H. Term. The term of this Agreement shall commence on the date above written and shall continue until terminated as provided herein.

I. Termination by Notice. This Agreement may be terminated by Wyoming or Grand Rapids, without cause or reason, at any time, upon ninety (90) business days' written notice to the other party. In the event of termination, the Customer shall pay to the Provider any and all amounts due for work performed under this Agreement to the date of termination provided, however, the indemnification provisions contained in Section G. of this Agreement shall continue beyond the term of this Agreement.

J. Effect of Termination. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, Wyoming and Grand Rapids shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

K. Miscellaneous. This Agreement shall be non-assignable. This Agreement shall inure to the benefit of and be binding upon the parties and their respective assigns and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective

party. Freedom of information requests pursuant to 1976 P.A. 442, as amended, related to the services provided in this Agreement shall be processed according to rules governing such requests of the party to whom the request is directed. Parties to this Agreement shall promptly notify each other of such requests. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between the parties regarding the subject matter hereof, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

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

CITY OF WYOMING

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

Attest: \_\_\_\_\_  
Heidi Isakson, Clerk

CITY OF GRAND RAPIDS

By: \_\_\_\_\_  
George Heartwell, Mayor

Attest: \_\_\_\_\_  
Lauri S. Parks, Clerk

**EXHIBIT A**

| Method                             | Reference | Purpose                           | Cost/Test |
|------------------------------------|-----------|-----------------------------------|-----------|
| Colilert                           | SM 9223B  | Total Coliform/E. Coli            | \$9.00    |
| LTB Presence/Absence - Presumptive | SM 9221D  | Total Coliform/E. Coli            | \$13.50   |
| LTB Presence/Absence – Completed   | SM 9221D  | Total Coliform/E. Coli            | \$15.00   |
| Quanti-Tray                        | SM 9223B  | Total Coliform/E.Coli enumeration | \$10.50   |
| R2A Pour Plate                     | SM9215B   | Heterotrophic Plate Count         | \$7.00    |
| SimPlate*                          | SM9215E   | Heterotrophic Plate Count         | \$7.00    |

\* Note: Upon approval of the MDEQ, the City of Wyoming laboratory will be discontinuing the R2A Pour Plate method for Heterotrophic Plate Count. The Pour Plate Method will be replaced by the IDEXX SimPlate method. The cost per test will not change as a result of the method change. The expected date of the change is June 2012.

Approved:

City of Wyoming \_\_\_\_\_ Dated: \_\_\_\_\_, 2012

City of Grand Rapids \_\_\_\_\_ Dated: \_\_\_\_\_, 2012

**Effective: \_\_\_\_\_, 2012**

## **EXHIBIT B**

### **CITY OF WYOMING WATER TREATMENT PLANT PROPOSAL FOR PROVISION OF MICROBIOLOGICAL SERVICES**

#### **Laboratory Certification**

The City of Wyoming Water Treatment Plant has a full service laboratory, with staffing and instrumentation necessary to perform numerous drinking water analyses required for regulatory compliance. Currently, the laboratory serves the City of Wyoming and several wholesale customer communities in providing analytical services and guidance on regulatory programs, sample collection procedures, and data interpretation.

The City of Wyoming Water Treatment Plant Laboratory is certified by the Michigan Department of Environmental Quality for compliance monitoring under the Safe Drinking Water Act, 1976 PA 399, as amended. The certification covers the following parameters:

#### Microbiology (Full Certification)

- Total Coliform (SM 9221D)
- Total Coliform and E.coli (SM 9223B)
- Fecal Coliform (SM 9221E)
- E.coli (SM 9221F)
- Enumeration of E.coli (SM 9223B, multiple well)
- Heterotrophic Plate Count (SM 9215B)

#### Inorganic Chemistry (Full Certification)

- Fluoride (SM 4500-F-C)
- Lead and Copper (EPA Method 200.5)

#### Organic Chemistry

- Regulated and Unregulated Volatile Organic Chemicals and Total Trihalomethanes (EPA Method 524.2)
- Haloacetic Acids (EPA Method 552.2)

#### **Microbiological Methods**

The laboratory currently offers the following methods for microbiological testing:

##### Coliform Testing – Presence/Absence Methods

- Colilert (24 Hour) – Total Coliform/E.Coli
  - May be used with Quanti-Tray for enumeration
- Presence/Absence Broth (LTB method)
  - Presumptive, confirmed, completed phases

##### Heterotrophic Plate Count

- R2A Agar Pour Plate
- IDEXX SimPlate – expected certification for method in 2012

The Wyoming laboratory staff keeps abreast of new testing methods and technologies. Should new methods be identified that may offer advantages (i.e. cost savings, ease of use, shorter test duration) the laboratory will evaluate the methods against those presently offered. The laboratory will conduct any comparison studies, performance testing, or other requirements necessary to obtain certification before offering additional analytical methods.

### Coliform Testing

Distribution System Routine Monitoring samples will be analyzed for coliform bacteria using two methods (Presence/Absence LTB, Colilert). Construction samples will be analyzed using Presence/Absence LTB Method.

- Presence/Absence LTB Method
  - 48 hour method which requires additional confirmation tests for any positive result
  - Does not provide enumeration, but is sensitive to background growth which can indicate water quality issues.
  - Samples will be analyzed once per week using this method (1/4 of total samples per month)
- Colilert Method
  - 24 hour method which does not require additional confirmation testing
  - Samples will be setup using this method 3 days per week (3/4 of total samples per month)

### Heterotrophic Plate Count

- Current method (R2A Agar Pour Plate) is a 48 hour test
- In 2012, IDEXX SimPlate will replace Pour Plate method. SimPlate is a 48 hour test.
- Each site will be tested once per month.

### **Sample Handling Procedures**

- The customer is responsible for collection of samples, as well as delivery to either the laboratory or the Clean Water Plant for transport by courier.
- Samples will be accepted by the laboratory Monday - Thursday between 7:00am and 4:00pm. For sample submission outside of the standard hours (i.e. resamples, construction samples), arrangements should be made with laboratory staff and/or a plant operator.
- Samples may be transported to the Water Treatment Plant from the Clean Water Plant in Wyoming via courier service Monday through Thursday. Samples must be dropped off no later than 11:00am to be transported by courier on the same day.
- Courier service is NOT offered on Fridays or City of Wyoming holidays.
- Routine distribution system monitoring samples being analyzed using the LTB Broth Presence/Absence method will only be accepted on Mondays. New construction samples being analyzed using the LTB Broth Presence/Absence method will be accepted at any time.
- Sample bottles and labels may be obtained from either the Water Treatment Plant or the Clean Water Plant. Samples submitted in other containers/bottles will not be accepted.

- The laboratory utilizes a bar-coding system to track sample data and results. All samples must have a barcode label. Sample data should be written in the appropriate spaces on the bottle label.
- Samples must be entered into the database system by sampling personnel at the time of drop-off at either the Water Treatment Plant or the Clean Water Plant.
- Laboratory staff will provide training on sample handling procedures for all field staff.

### **Data Reporting**

The laboratory utilizes an electronic record keeping and data reporting system which has been reviewed by MDEQ during the certification audit process. This system allows for generation of reports for a single sample as well as multiple samples (by type, address, date range, etc.). Monthly reports appropriate for submission with MOR's can also be generated. To maintain security and integrity, access to data and reports is available for authorized personnel only. Electronic records are maintained in accordance with the necessary records retention requirements.

- The laboratory is responsible for providing data to the customer. The customer is responsible for reporting the data to the appropriate agencies (i.e. MDEQ, EPA).
- Any positive (failing) results will be communicated by the Laboratory Services Manager or an authorized designee by phone to the Grand Rapids Water System Manager and Water Filtration Plant Manager immediately after becoming aware of and validating the test results. Follow-up Communication shall include an email to the aforementioned individuals within one hour of phone notification providing details of the positive (failing) results.
- All results will be summarized and reported to the customer on a weekly basis. Reports will be sent via e-mail to customers no later than Wednesday.
- For distribution system samples, previous month summary reports (for submission to DEQ with MOR) including test results, Min/Max/Avg Chlorine Residuals, and total number of passing samples will be provided by the end of the 5<sup>th</sup> day of the month.
- Construction sample results will be provided to Grand Rapids Field Operations personnel within one business day after the conclusion of the analysis. Construction results from tests conducted over a weekend will be available by 8:00 AM the following Monday. Construction sample results will only be given to water system staff – they will NOT be given directly to contractors.

### **Continuity of Services**

In the event of extenuating circumstances that may impair testing capabilities, the lab will submit samples to a private, third-party certified laboratory for analysis. Should the need arise, Wyoming shall provide timely notification to Grand Rapids of the use of the services of any third-party certified laboratory.

## STAFF REPORT

Date: May 15, 2012  
Subject: Provision of Contract Laboratory Services for the City of Grand Rapids  
From: Jaime Halm, Utilities Lab Manager  
Meeting Date: May 21, 2012

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### **Recommendation:**

It is recommended that the City of Wyoming Water Treatment Plant provide contracted laboratory services to the City of Grand Rapids. At this time, the testing will be for microbiological analysis. Upon successful implementation, additional testing for chemical and physical parameters may be offered.

### **Sustainability Criteria:**

Environmental Quality – The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming’s citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements. The consolidation of services into one location does not have significant environmental impact.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City, as well as to its wholesale customer communities, without regard to income level or socio-economic status. All of Wyoming’s residents enjoy equal access to the benefits of our state-of-the-art drinking water treatment technologies. Through this cooperative venture, equitable access to laboratory services will be extended to citizens of Grand Rapids as well.

Economic Strength – By maintaining our own independent laboratories in the Utilities Department, we are able to keep our costs as low as possible, while generating better analytical data in which we have higher confidence. Consolidation of services to Wyoming’s laboratory will utilize existing physical and human capital to provide revenue-generating services, while eliminating duplicative efforts within the region.

### **Discussion:**

The Water Treatment Plant has a full service laboratory, with staffing and instrumentation necessary to perform numerous drinking water analyses required for regulatory compliance and treatment process control. Currently, the laboratory serves the City of Wyoming and several wholesale customer communities in providing analytical services and guidance on regulatory programs, sample collection procedures, and data interpretation.

The City of Wyoming Water Treatment Plant Laboratory is certified by the Michigan Department of Environmental Quality for compliance monitoring under the Safe Drinking Water Act. This certification covers the bacteriological, physical, and chemical testing. The Wyoming Water Treatment laboratory is one of few “full-service” certified laboratories in the State.

As an integrated part of a treatment plant the laboratory is uniquely suited to this endeavor with the ability to produce quality data, provide technical guidance, and understand regulatory requirements and procedures. Currently, the lab has the necessary equipment and space, as well as sufficient labor capacity, to conduct additional testing. Because the lab serves the wholesale customer communities, a model for service provision already exists and can easily be adapted to fit the needs of the City of Grand Rapids.

**Budget Impact:**

The costs for service provision are covered in the budget for the upcoming fiscal year, with an estimated net influence on revenues of \$7000. Additional contracts for other parameters such as HAA5, TTHM, and Lead/Copper are possible.

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

A RESOLUTION TO APPOINT A COMMITTEE OF COUNCIL  
TO CONDUCT A BUSINESS LICENSE REVOCATION HEARING FOR  
DAVID MAYVILLE, ANARCHY INK TATTOOS

WHEREAS:

1. Section 14-871 of the Code of Ordinances requires a person engaged in the business of operating a tattoo establishment to obtain a license from the City.
2. Section 14-872(b) of the Code of Ordinances requires that, to be granted a license, each owner, managing officer and employee must display good moral character as evidenced by the criminal record and license history.
3. On March 1, 2012, David Mayville informed the City Clerk's Office that he was the new owner of Anarchy Ink Tattoos, 4219 S. Division Avenue, and on or about April 23, 2012, Mr. Mayville furnished the required photo ID.
4. The City Clerk obtained a criminal history report for David Mayville from the Michigan State Police website, and based on the criminal history report, the City Clerk determined that the applicant did not meet the qualification contained in Section 14-872(b) of the Code of Ordinances, and denied the license.
5. On May 3, 2012, the City Clerk received a written request from Mr. Mayville for an appeal of that denial.
6. Ordinance Section 14-53 states any person who has been refused a license may request a hearing, and Ordinance Section 15-54 provides for the appointment of a committee of City Council to conduct such a hearing, take testimony under oath, and make a factual determination and recommendation to City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. That Councilmembers \_\_\_\_\_, \_\_\_\_\_,  
and \_\_\_\_\_ be appointed to a committee for that purpose, with  
\_\_\_\_\_ named as chairperson of the committee, and that they conduct a  
hearing to consider revocation of the above-described license, and provide a recommendation to  
the City Council for a final determination.

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:

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

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

RESOLUTION TO APPROVE FINAL PAYMENT TO THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE  
RECONSTRUCTION OF THE 28<sup>TH</sup> STREET BRIDGE OVER US-131

WHEREAS:

1. On October 4, 2004, City Council entered into an Agreement with the Michigan Department of Transportation for the reconstruction of the 28<sup>th</sup> Street bridge over US-131 in the amount of \$195,700.00.
2. Subsequent to the award of the project, additional work was approved by Council for miscellaneous construction, adding \$16,295.35.
3. The final project accounting is now complete. An additional \$179.91 is due to pay for the local share per the City-State Agreement.
4. The additional \$179.91 can be financed out of the Capital Improvement Program Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the final payment of \$179.91 to the Michigan Department of Transportation per the October 4, 2004, City-State Agreement for work associated with the reconstruction of the 28<sup>th</sup> Street Bridge over US-131.
2. The attached budget amendment is approved.

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:

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:    Final Pay Estimate

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

CITY OF WYOMING BUDGET AMENDMENT

Date: May 21, 2012

Budget Amendment No. 042

To the Wyoming City Council:

**A budget amendment is requested for the following reason: To appropriate \$180 of budgetary authority for Final Settlement of the 28th Street Bridge Reconstruction Project per attached resolution.**

| <u>Description/Account Code</u>   | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <b><u>Capital Improvement Fund</u></b>  |                |                 |                 |                |
| Public Works - Major Street Construction - Capital Outlay 2005CP.28th Street Bridge Reconstruction.Maj St<br>400-441-50200-972.502 2005CP.28th St .MS | \$0            | \$180           |                 | \$180          |
| Fund Balance/Working Capital (Fund 400)   |                |                 |                 | \$ 180         |

Recommended: \_\_\_\_\_  
Finance Director
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on

\_\_\_\_\_  
 City Clerk

MDOT  
841(1/92)

# INVOICE

Refer to this Number In Correspondence ----

Invoice No.

AF 343771

Date

5/7/12

WYOMING, CITY OF  
ATTN: RUSS HENCKEL  
2660 BURLINGAME AVENUE  
WYOMING, MI 49509-0905

Department of Transportation  
Attention: Finance Cashier  
P. O. Box 30648  
Lansing, Michigan 48909  
Phone: (517) 335-0413

Make Check Payable to: State of Michigan -- MDOT

In Re: PROJECT FINAL SETTLEMENT

AGREEMENT NUMBER: 03-5654

AGREEMENT DATE: 10/14/2004

CONTROL SECTION: BHN 41131

PROJECT NUMBER: BHN 0241-359

JOB NUMBER: 53766C & D

ITEM NUMBER: RR3253

LOCATION: US-131 @ UNDER M-11 (28TH ST); CITY OF WYOMING,  
KENT COUNTY.

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT

Invoice Amount: \$179.91

Balance Due: \$179.91

MDOT Fed. Id.: 386000134

DETACH HERE, SEND REMITTANCE AND THIS STUB TO:

Michigan Department of Transportation, ATTN: Finance Cashier, P. O. Box 30648, Lansing, Michigan 48909

| Invoice No. | Code | Name             | Agreement |
|-------------|------|------------------|-----------|
| AF 343771   | 393  | WYOMING, CITY OF | 03-5654   |

| Train | AY | Index | PCA   | Appr  | Fund | AO   | AC-3 | GL   | Amount | Proj No | Proj Phase | Fed. Item No. |
|-------|----|-------|-------|-------|------|------|------|------|--------|---------|------------|---------------|
| 190   | 05 | 87804 | 88888 | 87800 | 8771 | 2510 |      | 0548 | 999.31 | 53766C  | 00         | RR3253        |
| 190R  | 05 | 87804 | 88888 | 87800 | 8771 | 2510 |      | 0548 | 819.40 | 53766D  | 00         | RR3253        |

7/16/07  
RJH:nl

RESOLUTION NO. 22619

RESOLUTION TO AUTHORIZE THE ADDITIONAL PAYMENT TO  
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE  
RECONSTRUCTION OF THE 28<sup>TH</sup> STREET BRIDGE OVER US-131

WHEREAS, on October 4, 2004, the City Council entered into an agreement with the Michigan Department of Transportation for the reconstruction of the 28<sup>th</sup> Street bridge over US-131, and

WHEREAS, the City's share of the project was estimated at \$195,700.00, financed from the Capital Improvements Program (\$163,300) and from CDBG (\$32,400), and

WHEREAS, the project has exceeded the estimated cost increasing the City's share by \$16,259.35, and

WHEREAS, a budget amendment has been prepared to finance the increased cost, and

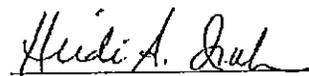
WHEREAS, the additional costs can be financed out of the Capital Improvements Program, but a budget amendment is necessary; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the additional payment to the Michigan Department of Transportation for the Reconstruction of the 28<sup>th</sup> Street Bridge over US-131 and hereby approves the attached budget amendment.

Councilmember Vanderwood moved, seconded by Councilmember Pastoor, that the above Resolution be adopted.

Motion carried: 7 Yeas, 0 Nays.

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 the 16th day of July, 2007.

  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attachments: Budget Amendment



Resolution No. 22619

**CITY OF WYOMING BUDGET AMENDMENT**

Date: July 16, 2007

Budget Amendment No. 006

**To the Wyoming City Council:**

A budget amendment is requested for the following reason: To appropriate \$20,000 of budgetary authority to provide sufficient funding to pay MDOT for costs related to the Rebuild of the 28th Street Bridge Over US-131 per attached resolution.

| <u>Description/Account Code</u>  | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|----------------|-----------------|-----------------|----------------|
| <u>Capital Improvement Fund 2004-2005</u>  |                |                 |                 |                |
| Public Works - Major Streets Construction - Capital Outlay - 28th Street Bridge Reconstruction<br>412-441-50200-972502-034 | \$5,883        | \$20,000        |                 | \$25,883       |
| Fund Balance/Working Capital (Fund 412)  |                | \$ 20,000       |                 |                |
| <u>Capital Improvement Fund 2006-2007</u>  |                |                 |                 |                |
| Public Works - Major Streets Construction - Capital Outlay - Resurfacing 2007<br>414-441-50200-972502-512                  | \$463,000      |                 | \$10,000        | \$453,000      |
| Public Works - Local Streets Construction - Capital Outlay - Resurfacing 2007<br>414-441-50300-972503-512                  | \$704,960      |                 | \$10,000        | \$694,960      |
| Fund Balance/Working Capital (Fund 414)  |                | \$ 20,000       |                 |                |

Recommended: *James M. Smith*  
Finance Director

*Chris Ash*  
City Manager

Motion by Councilmember Vanderwood, seconded by Councilmember Pastoor  
that the General Appropriations Act for Fiscal Year 2007-2008 be amended by adoption of the foregoing budget amendment.  
Motion carried: 7 yeas, 0 nays

I hereby certify that at a regular meeting of the Wyoming City Council duly held on July 16, 2007 the foregoing budget amendment was approved.

*Hiedi A. Leah*  
City Clerk



RESOLUTION NO. 21560

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION FOR THE RECONSTRUCTION OF THE  
28<sup>TH</sup> STREET BRIDGE OVER HIGHWAY US-131

WHEREAS, the Michigan Department of Transportation (MDOT) proposes to reconstruct the bridge structure which carries 28<sup>th</sup> Street (M-11) over highway US-131 in the spring of 2005, and

WHEREAS, the project includes reconstructing the bridge structure including reconstructing the approaches on and off the highway, and

WHEREAS, included with the project is landscaping and sidewalk improvements along 28<sup>th</sup> Street between Charlesgate Avenue and US-131, and

WHEREAS, the Michigan Department of Transportation (MDOT) has submitted the attached City-State Agreement for the project, and

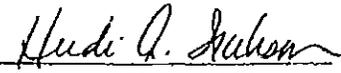
WHEREAS, the City's \$195,700 share of this project can be financed out of the Capital Improvement Program Fund (\$163,300) and CDBG Account Number 256-400-69502-987168 (\$32,400), but a budget amendment is necessary; now, therefore.

BE IT RESOLVED that the City Council authorizes the Mayor and City Clerk to execute the attached Agreement with MDOT for the reconstruction of the 28<sup>th</sup> Street bridge over US-131 and approves the attached budget amendment.

Councilmember Pastoor moved, seconded by Councilmember Ver Hulst, that the above Resolution be adopted.

Motion Carried: 7 Yeas. 0 Nays.

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 the 4th day of October, 2004.

  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attachments: Agreement  
Budget Amendment

SPECIAL TRUNKLINE  
FEDERAL AID PROGRESS PAYMENT  
ACT-51 AND ADDED WORK

DAB  
Control Section BHN 41131  
Job Number 53766  
Federal Item RR 4205  
Federal Project BHN 0441(360)  
Contract 03-5654

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, 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 "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning the replacement of the structure carrying Highway M-11 over Highway US-131 within the corporate limits of the CITY; and

WHEREAS, the CITY has requested additional work in connection with a portion of the DEPARTMENT'S construction, which additional work in conjunction with the DEPARTMENT'S construction is hereinafter referred to as the "PROJECT" and is further described as follows:

PART A - FEDERAL, STATE, & LOCAL PARTICIPATION

Replacement of Structure S09 of 41131 which carries Highway M-11 (28<sup>th</sup> Street) over Highway US-131 including approach work, and extension and realignment of ramps within the interchange of Highways US-131 and M-11; together with necessary related work, located within the corporate limits of the CITY; and

PART B - 100% LOCAL PARTICIPATION

Landscaping and sidewalk improvements along Highway M-11 (28<sup>th</sup> Street) between Charlesgate Avenue and Highway US-131; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

|         |             |
|---------|-------------|
| PART A: | \$5,802,100 |
| PART B: | \$ 50,700   |
| TOTAL:  | \$5,852,800 |

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 agreement.

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 CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering, plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering, legal, appraisal, financing, and any and all other expenses in connection with any of the above. All costs for preliminary engineering are hereby excluded from the PROJECT COST for the PART B portion of the PROJECT.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required; therefore, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

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

6. The CITY will approve the design of the PART B portion of the PROJECT and shall accept full responsibility for the design with respect to the facilities functioning as a part of the CITY'S facilities. Any approvals by the DEPARTMENT are for its own purposes and are not to nor do they relieve the CITY of liability for any claims, causes of action or judgments arising out of the design of the facilities.

7. The PART A portion of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PART A and B portions of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

|              | <u>PART A</u> | <u>PART B</u> |
|--------------|---------------|---------------|
| DEPARTMENT - | 87.5%         | 0%            |
| CITY -       | 12.5%         | 100%          |

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

|        | <u>TOTAL ESTIMATED COST</u> |             | <u>BALANCE AFTER FEDERAL AID</u> |                     |           |
|--------|-----------------------------|-------------|----------------------------------|---------------------|-----------|
|        | <u>FED AID</u>              |             | <u>DEPT'S SHARE</u>              | <u>CITY'S SHARE</u> |           |
| PART A | \$5,802,100                 | \$4,641,700 | \$1,160,400                      | \$1,015,400         | \$145,000 |
| PART B | \$ 50,700                   | \$ 0        | \$ 50,700                        | \$ 0                | \$ 50,700 |
| TOTAL  | \$5,852,800                 | \$4,641,700 | \$1,211,100                      | \$1,015,400         | \$195,700 |

Participation, if any, by the CITY in the acquisition of trunkline right-of-way for PART A of the PROJECT shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made therefore and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

The engineering costs will be apportioned in the same ratio as the actual direct construction costs.

8. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

9. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY 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 CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

10. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

11. Upon completion of construction, the PART B portion of the PROJECT shall be operated and maintained by the CITY at no cost to the DEPARTMENT.

12. With respect to that portion of the PROJECT under the jurisdiction of the CITY:

- A. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability control or jurisdiction.
- B. When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The CITY certifies, by execution of this contract, that, upon completion of construction of the PROJECT and at no cost to the PROJECT or the DEPARTMENT, it will:

- A. Properly maintain or provide for the maintenance and operation of the PART B portion of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.
- B. Sign and mark the PART B portion of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109 (d).

- C. Enact and enforce promptly upon completion of the PROJECT an ordinance prohibiting parking in the roadway right-of-way throughout the limits of the PART B portion of the PROJECT.
- D. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior approval of the DEPARTMENT and the FHWA.

14. The CITY, in conformance with Federal Aid Policy Guide (FAPG) Chapter I, Subchapter G, Part 630, Subpart C: Project Agreements, stipulates the following with respect to its specific jurisdiction of the PROJECT:

- A. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
- B. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
- C. That as a condition of Federal aid pursuant to this contract the CITY shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under, or to benefit from this contract, is under consideration to be listed on the EPA List of Violating Facilities.

15. Failure of the CITY to fulfill its responsibilities as outlined herein may disqualify the CITY from future Federal-Aid participation in projects on roads or streets for which it has maintenance responsibility. Federal-aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT are brought to a condition of maintenance satisfactory to the DEPARTMENT and the FHWA.

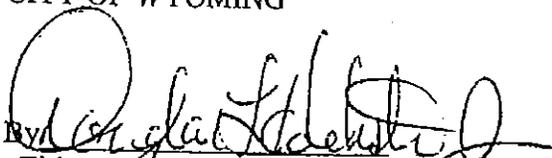
16. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

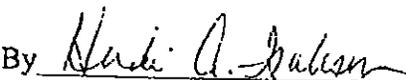
17. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

18. 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 CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

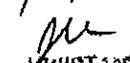
CITY OF WYOMING

By   
Title: Douglas L. Hoekstra, Jr., Mayor

By   
Title: Heidi A. Isakson, City Clerk

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

FORM APPROVED  
5/26/01  
  
ASSISTANT  
ATTORNEY  
GENERAL



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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
AUDIT SERVICES

WHEREAS:

1. As detailed in the attached Staff Report from the City's Finance Director, proposals were received to provide Audit Services for fiscal years 2012, 2013, 2014 with possible extension to fiscal years 2015 and 2016.
2. It is recommended the City Council accept the low proposal received from Rehmann Robson in the amounts as shown on the attached Staff Report.
3. Funds for the Audit Services are available in the General Fund Finance Budget account #101-201-20100-860000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the proposal to perform Audit Services from Rehmann Robson for fiscal years 2012, 2013, 2014 with possible extension to fiscal years 2015 and 2016.
2. The City Council does hereby authorize the fee to consent to use of audit in the official statements for bond issuance of \$1,000 for each issue during the period audit service are used.

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:

ATTACHMENTS:  
Staff Report  
Proposal

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

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

## STAFF REPORT

Date: May 7, 2012

Subject: Audit Services for Fiscal Years 2012, 2013 and 2014 with possible extension to Fiscal Years 2015 and 2016

From: Timothy H. Smith, CPA, Finance Director

Meeting Date: May 21, 2012

---

### RECOMMENDATION:

I recommend that the City accept the low proposal from Rehmann Robson, in the amount of:

| Fiscal Year   | Amount (1) | Bonding Cost | Other (1)          |
|---------------|------------|--------------|--------------------|
| June 30, 2012 | 28,600     | 1,000        | At Standard Hourly |
| June 30, 2013 | 29,400     | 1,000        | Rates              |
| June 30, 2014 | 30,200     | 1,000        |                    |
| June 30, 2015 | 31,200     | 1,000        |                    |
| June 30, 2016 | 32,200     | 1,000        |                    |

See attached for detailed breakdown, rates and other information.

For audit services, single audit services, assistance in the preparation of the Comprehensive Annual Report, and bond review when bonds are issued.

Report reproduction will be billed separately.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – By soliciting proposals for this service, the Finance Department is insuring that we get the best value for this necessary service. This results in the City receiving a quality audit at the lowest rate possible for our Citizens.

### DISCUSSION:

Every fiscal year, the City is required to have its financial records audited by a firm of Certified Public Accounts. Federal grants are subject to Single Audit procedures as required by the Office of Management and Budget with a report on Federal Expenditures being issued. The City also submits its audit report to the Government Finance Officers Association as part of GFOA's excellence in financial reporting program. As a result of staff constraints, it is anticipated that the auditors will continue to play a major role in the financial statement preparation.

This process started in early February with the issuance of a Request for Qualification (RFQ). The team of Andrea Boot, Treasurer, Paul Gerndt, Information Technology Supervisor, Nancy Bazan, Senior Accountant, Rebecca Rynbrandt, Director of Community Services, and Thomas Kent, Deputy Director of Public Works was assembled to assist me in the process of designing a matrix that would be used to evaluate the proposals when received, and select a firm to perform the audit and other work as needed.

Twenty-four (24) bids were sent out and five (5) proposals were received. Using a matrix to compare the proposals, each member of the team reviewed the proposals. The team met and discussed the individual results of their reviews and concluded the top two firms, BDO USA LLP and Rehmann Robson, be subjected to further follow-up including reference checking. Not only were calls made to check references: calls were also made to local cities that we were aware used the firms' services.

Each of the firms was invited in for an additional interview to go over their RFP and answer questions raised by the review team members. Both firms were found to be well qualified and staffed by very experienced individuals making the choice between the two firms very difficult for the team.

**BUDGET IMPACT:**

Adequate funds were budgeted in account 101-201-20100-860000.

# *Delivering Assurance*

A cost proposal for professional services for  
**City of Wyoming**

March 6, 2012

Submitted by:

Stephen W. Blann, CPA, CGFM, Principal  
Rehmann  
2330 East Paris Ave. SE  
Grand Rapids, MI 49546  
616.975.4100  
stephen.blann@rehmann.com

# Your investment.

Based on our discussions and your request for proposal, the scope of the engagement and estimated fees are as follows:

**APPENDIX B  
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE CITY OF WYOMING  
AUDIT OF THE  
2012  
FINANCIAL STATEMENTS**

|  | Estimated<br>Hours | Hourly Rates |           | Total            |
|--|--------------------|--------------|-----------|------------------|
|  |                    | Standard     | Quoted    |                  |
| Partner in Charge                      | 36                 | \$ 375       | \$ 225    | \$ 8,100         |
| Audit Manager                          | 96                 | 185          | 120       | 11,520           |
| Audit Staff                            | 192                | 125          | 80        | 15,360           |
| Clerical/Support                       | <u>36</u>          | <u>100</u>   | <u>65</u> | <u>2,340</u>     |
|  | <u>360</u>         |              |           | 37,320           |
| Courtesy Discount (see note below)     |                    |              |           | (9,330)          |
| Travel and related out-of-pocket costs |                    |              |           | <u>610</u>       |
| Maximum not-to-exceed fee              |                    |              |           | <u>\$ 28,600</u> |

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year “start-up” costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

**APPENDIX B**  
**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**  
**FOR THE CITY OF WYOMING**  
**AUDIT OF THE**  
**2013**  
**FINANCIAL STATEMENTS**

|  | Estimated<br>Hours | Hourly Rates |           | Total            |
|--|--------------------|--------------|-----------|------------------|
|  |                    | Standard     | Quoted    |                  |
| Partner in Charge                      | 30                 | \$ 375       | \$ 232    | \$ 6,960         |
| Audit Manager                          | 80                 | 185          | 124       | 9,920            |
| Audit Staff                            | 160                | 125          | 82        | 13,120           |
| Clerical/Support                       | <u>30</u>          | <u>100</u>   | <u>67</u> | <u>2,010</u>     |
|  | <u>300</u>         |              |           | 32,010           |
| Courtesy Discount (see note below)     |                    |              |           | (3,200)          |
| Travel and related out-of-pocket costs |                    |              |           | <u>590</u>       |
| Maximum not-to-exceed fee              |                    |              |           | <u>\$ 29,400</u> |

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Fee to consent to use of audit in official statements for bond issuance \$1,000.

**APPENDIX B**  
**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**  
**FOR THE CITY OF WYOMING**  
**AUDIT OF THE**  
**2014**  
**FINANCIAL STATEMENTS**

|  | Estimated<br>Hours | Hourly Rates |           | Total            |
|--|--------------------|--------------|-----------|------------------|
|  |                    | Standard     | Quoted    |                  |
| Partner in Charge                      | 30                 | \$ 375       | \$ 239    | \$ 7,170         |
| Audit Manager                          | 80                 | 185          | 128       | 10,240           |
| Audit Staff                            | 160                | 125          | 84        | 13,440           |
| Clerical/Support                       | <u>30</u>          | <u>100</u>   | <u>69</u> | <u>2,070</u>     |
|  | <u>300</u>         |              |           | 32,920           |
| Courtesy Discount (see note below)     |                    |              |           | (3,290)          |
| Travel and related out-of-pocket costs |                    |              |           | <u>570</u>       |
| Maximum not-to-exceed fee              |                    |              |           | <u>\$ 30,200</u> |

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year “start-up” costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

**APPENDIX B**  
**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**  
**FOR THE CITY OF WYOMING**  
**AUDIT OF THE**  
**2015**  
**FINANCIAL STATEMENTS**

|  | Estimated<br>Hours | Hourly Rates |           | Total            |
|--|--------------------|--------------|-----------|------------------|
|  |                    | Standard     | Quoted    |                  |
| Partner in Charge                      | 30                 | \$ 375       | \$ 246    | \$ 7,380         |
| Audit Manager                          | 80                 | 185          | 132       | 10,560           |
| Audit Staff                            | 160                | 125          | 87        | 13,920           |
| Clerical/Support                       | <u>30</u>          | <u>100</u>   | <u>71</u> | <u>2,130</u>     |
|  | <u>300</u>         |              |           | 33,990           |
| Courtesy Discount (see note below)     |                    |              |           | (3,400)          |
| Travel and related out-of-pocket costs |                    |              |           | <u>610</u>       |
| Maximum not-to-exceed fee              |                    |              |           | <u>\$ 31,200</u> |

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year “start-up” costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

**APPENDIX B**  
**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**  
**FOR THE CITY OF WYOMING**  
**AUDIT OF THE**  
**2016**  
**FINANCIAL STATEMENTS**

|  | Estimated<br>Hours | Hourly Rates |           | Total            |
|--|--------------------|--------------|-----------|------------------|
|  |                    | Standard     | Quoted    |                  |
| Partner in Charge                      | 30                 | \$ 375       | \$ 253    | \$ 7,590         |
| Audit Manager                          | 80                 | 185          | 136       | 10,880           |
| Audit Staff                            | 160                | 125          | 90        | 14,400           |
| Clerical/Support                       | <u>30</u>          | <u>100</u>   | <u>73</u> | <u>2,190</u>     |
|  | <u>300</u>         |              |           | 35,060           |
| Courtesy Discount (see note below)     |                    |              |           | (3,510)          |
| Travel and related out-of-pocket costs |                    |              |           | <u>650</u>       |
| Maximum not-to-exceed fee              |                    |              |           | <u>\$ 32,200</u> |

We consider the City of Wyoming to be an ideal client for our firm for several reasons. First, the timing of your audit (mid-September through early-October) complements our existing mix of client responsibilities nicely. Second, your close geographic proximity to our office reduces our travel costs, and the time typically spent commuting to and from our clients. Finally, the multi-year term of your proposed contract is very attractive to us, because it allows us to amortize the first-year “start-up” costs (which can amount to up to 20% of the engagement budget) over a longer time period. Accordingly, we have included a substantial discount from our standard rates as our way of showing our commitment to developing a long and mutually beneficial relationship with the City.

Fee to consent to use of audit in official statements for bond issuance \$1,000.

The above fees are based on the assumption that the City will provide a reasonably adjusted trial balance at the beginning of fieldwork and that current auditing standards remain applicable. Should the City require assistance in obtaining a reasonably adjusted trial balance or auditing standards significantly change making our estimate unreasonable, we will work with the City in arriving at a new fee that is commensurate the additional work and hours required prior to performing such services.

This proposal is based on professional standards issued as of the date of our proposal (Statements on Auditing Standards through SAS 125 and Statements of the Governmental Accounting Standards Board through GASB 64). The fees quoted for years subsequent to 2012 may be subjected to renegotiation if significant changes in professional standards or reporting requirements make our initial estimate of hours to complete the audit unrealistic. If any such changes occur, we will discuss the reasons with you and arrive at a new fee arrangement.

Our fees for the single audit, which are included in the pricing table above, contemplate a single audit with up to 2 major programs. Additional major programs, if required, would be billed separately at \$1,500-\$2,000 each, depending on the size and complexity of the related compliance requirements to be tested. At the City's request, we can assist in compiling the financial data for the F-65 for a fee of \$750.

### Budgeted Hours

When it comes to budgeting an audit, our philosophy is not to schedule “more” hours, but rather “better” hours. To that end, we have developed our schedule of estimated hours calling for a full 50% of the total audit hours to be invested by our executives and supervisory staff. While we certainly will also leverage the work of lesser experienced staff as well, our approach is to put our best people in the field, where they can have the most significant impact on the timeliness and efficiency of our audit procedures. Accordingly, we do not feel the need to inflate our projected hours in proposals, or try to make it appear that we are investing additional nonproductive hours by inexperienced or under-qualified staff. Instead, we strive to staff every audit engagement as efficiently as possible with true industry experts who can complete the required audit procedures quickly and accurately, with a minimal disruption to your regular schedules.

### Due Diligence - Official Statements

Following guidance issued by the AICPA and Government Finance Officers Association, this service is optional. Unless you specifically request written consent from our firm, professional standards presume that we are not associated with such documents, and accordingly, we are not required to perform any procedures or incur any additional costs for the city. Of course, should you choose to request such written consent, we will be willing to provide it, at a cost of \$1,000 per issue.

## No Surprise Invoices

We strive to deliver business wisdom for a fee that is fair, reasonable and representative of the value delivered. Our approach to establishing fees is to discuss expected outcomes and the proposed services to be provided before work is done. This reduces the possibility of surprises when invoices are ultimately delivered. If services are required beyond the scope of this engagement, we will discuss it with you before beginning any work, and provide a cost estimate for those additional services.

In accordance with our firm's standard billing policy, 45% of the fee will be due at the beginning of the fieldwork, and 45% will be due when the draft reports are delivered at completion of the fieldwork. The final 10% is due upon delivery of the final reports.

## Hourly Rates

Fees for special services are determined based on the amount of professional time required to complete the project and the level of our personnel involved. Any extension of services will be discussed in advance of performance to ensure agreement on scope and on fees. Our standard hourly rates for 2012 are as follows:

| <b>Level</b>    | <b>Range</b>  |
|-----------------|---------------|
| Principals      | \$375         |
| Senior Managers | \$225         |
| Managers        | \$150 - \$185 |
| Seniors         | \$125 - \$150 |
| Staff           | \$100 - \$125 |

### More Service

We make it a priority to keep you informed about what we're doing for you and what you're paying for it. Our transparent billing practices help clients clearly evaluate the value our services provide.

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

RESOLUTION TO APPROVE PAYMENT TO THE CITY OF GRAND RAPIDS  
FOR THE INSTALLATION OF A TRAFFIC CAMERA AT THE INTERSECTION OF  
32<sup>ND</sup> STREET AND EASTERN AVENUE AS PART OF THE TRAFFIC DETECTION  
PROJECT – PHASE III PROJECT THROUGHOUT THE GRAND RAPIDS AREA

WHEREAS:

1. The City of Grand Rapid has received funding from the Michigan Department of Transportation (CMAQ) for the installation of traffic detection equipment (traffic cameras) throughout the region.
2. One intersection included within Phase III of the project lies within the City of Wyoming at 32<sup>nd</sup> Street and Eastern Avenue.
3. The City of Grand Rapids has installed the traffic camera and provided the City of Wyoming an invoice for our share of the project in the amount of \$967.19.
4. The costs for this work can be financed out of the Capital Improvement Program Fund, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves payment to the City of Grand Rapids for the installation of a traffic camera at the intersection of 32<sup>nd</sup> Street and Eastern Avenue as part of the Traffic Detection Equipment – Phase III project in the amount of \$967.19.
2. The City Council hereby approves the attached budget amendment.

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

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

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:    Invoice – City of Grand Rapids  
                          Budget Amendment

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





**INVOICE**  
CITY OF GRAND RAPIDS

PAGE 1

G R CITY TREASURER  
RM 220 A/R COORD  
300 MONROE AVE NW  
GRAND RAPIDS MI 495032296

INVOICE NO: AR1200000985  
DATE: 11/01/2011

ATTN: PATTY A/P

PLEASE MAKE CHECKS PAYABLE TO:

CITY OF WYOMING  
ACCOUNTS PAYABLE  
P O BOX 905  
WYOMING MI 49509

G R CITY TREASURER  
RM 220 A/R COORD  
300 MONROE AVE NW  
GRAND RAPIDS MI 49503

CUSTOMER NUMBER: 0000691450 01

| SFX | DESCRIPTION                                     | QUANTITY | U/M | UNIT PRICE | AMOUNT | PAYMENTS | ADJUST | BALANCE |
|-----|---|----------|-----|------------|--------|----------|--------|---------|
| 01  | TRAFFIC DETECTION PROJECT PHASE III, JOB 102398 |          |     |            |        |          |        |         |
|     | 1 EA  |          |     | 967.19     | 967.19 | 0.00     | 0.00   | 967.19  |
|     | TOTAL   |          |     |            | 967.19 | 0.00     | 0.00   | 967.19  |



**REMITTANCE**  
CITY OF GRAND RAPIDS

Remit/Make Payable to:

**G R City Treasurer**  
300 Monroe Ave NW Rm 220  
Grand Rapids MI 49503

**PAYMENT DUE IN 30 DAYS**

INVOICE NO.: AR1200000985  
CUSTOMER NO.: 0000691450 01  
INVOICE DATE: 11/01/2011  
PAY THIS AMOUNT: \$967.19

Payment Options: Cash - Please visit the City Treasurer's Office on the 2<sup>nd</sup> floor of City Hall.  
Check - Write the invoice number on the check and return by U.S. mail.  
Credit Card - Visit [www.grcity.us/payments](http://www.grcity.us/payments) and Click on the "Online Payment" option.  
Direct all inquiries to : (616) 456-3498

ATTACHED TO : DOCUMENT NUMBER : AR1200000985  
PAGE : 01 OF 01

-----  
CITY OF WYOMING'S SHARE OF THE TRAFFIC DETECTION EQUIPMENT  
INSTALLATION PROJECT, JOB 102426, PHASE III

TOTAL NON-FEDERAL PROJECTS COSTS - 39,385.49  
CITY OF WYOMING'S SHARE 967.19

DOCUMENTATION VIA INTEROFFICE

F1-HELP  
F7-PRIOR PG F8-NEXT PG  
G001 - RECORD SAVED

F3-COPY LINE F4-AUDIT  
F10-SAVE

F5-INS LINE F6-INS PAGE  
F11-DEL LINE F12-DEL PAGE

RECEIVED  
NOV 02 2011  
CITY TREASURER

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

RESOLUTION TO ACCEPT A QUOTATION  
FOR INSPECTION AND SERVICE OF THE ROTATING ASSEMBLY  
OF THE CLEAN WATER PLANT'S WEST CENTRIFUGE

WHEREAS:

1. As detailed in the attached Staff Report from the City's Clean Water Plant Maintenance Supervisor, it is recommended the City Council accept a quotation from Andritz Separation for the complete inspection and service of the rotating assembly of the Plant's west centrifuge, in the estimated amount of \$43,300.00.
2. Funds are available in the Clean Water Plants Repairs & Maintenance Account #590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quotation from Andritz Separation for the inspection and service of the rotating assembly of the Plant's west centrifuge in the estimated amount of \$43,300.00.

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:

ATTACHMENT:  
Staff Report  
Quotation

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

## Staff Report

Date: April 26, 2012  
Subject: Award of Quote for Inspection, Repair, Installation and Optimization of a Centrifuge  
From: Tom Wilson, Clean Water Plant Maintenance Supervisor *TW*  
Date of Meeting: May 21, 2012

---

### **Recommendation**

It is recommended that the City Council award the quote received from Andritz Bird for the complete inspection and service of the rotating assembly of the Plant's west centrifuge. In addition to the inspection and service at the factory we have also requested the services of a trained technician to assist in reinstallation of the rotating assembly and for optimization of the centrifuge.

### **Sustainability Criteria:**

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Plant.

### **Discussion:**

As part of the 1987 expansion project, we installed two Andritz Centrifuges in the Thickener Building of the Clean Water Plant. Since that time, service has been performed three times. In 2002, service was completed on the east centrifuge. Service on the west centrifuge was completed in 2003 and 2006. In each of these cases, service was performed by the equipment manufacturer, Andritz Separation. Currently, the west centrifuge is experiencing high torque and poor performance issues. The manufacturer's normal recommendation for complete inspection and service is approximately 15-18 thousand hours. As these units have been running efficiently because of an extensive preventive maintenance program, we have been able to extend the service requirement out to the current run time of 29,000 hours. As is seen on the quote, there is work that we could do in the field that would satisfy the current need. However, due to the large number of operation hours and because of projected use in the upcoming years, we are recommending that the entire rotating assembly be sent in for complete inspection and service. Upon the return of the rotating assembly,

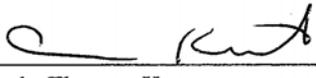
we have requested that a trained Andritz Service Technician assist in its installation. Also, because the centrifuge is over 25 years old, we have requested Andritz to optimize the centrifuge to today's conditions.

Andritz has provided us a quote for inspection and replacement of a number of parts for a total estimated cost of \$43,300.00. If however, there is unforeseen extensive damage to the internal parts, we will then be invoiced accordingly and will request Council approval for the additional repair costs.

**Budget Impact:**

Based on the information presented, it is recommended that the City Council accept the quote for the inspection and complete service of the west centrifuge as submitted by Andritz Separation in the estimated amount of \$43,300.00. Adequate funds exist in the Clean Water Plants Repairs & Maintenance Account #590-590-54300-930000.

  
\_\_\_\_\_  
Approved: Myron Erickson, PE  
CWP Plant Superintendent

  
\_\_\_\_\_  
Approved: Thomas Kent  
Deputy Director of Public Works

5/4/12

Quote BL 04121201R1  
Centrifuge Repair

Tom Wilson  
City of Wyoming  
Clean Water Plant  
2350 Ivanrest Avenue SW  
Wyoming, MI 49418

Subject: Quote for Centrifuge Repair, Revision 1  
Attachments: Field Service Policy  
Drawing LB3-908-0400  
Terms and Conditions  
Lab Submittal Forms

Tom,

Thank you for the opportunity to quote on the repair of your M5100 Bird centrifuge. I have quoted the repair two ways, on-site and at our Scott Depot repair facility. The on-site repair pricing covers the replacement of the drive end conveyor bearing and seals. This part was found to be damaged during our technician's recent visit to your plant.

I have also added estimates for re-installation assistance and optimization services.

- |  |                                     |
|--|-------------------------------------|
| <b>1ea On-Site Repair</b>  | <b>Estimated Price: \$7,383.00</b>  |
| <b>Covers one technician on-site for three days</b>                |                                     |
| <b>Includes travel time and expenses</b>                           |                                     |
| <b>See attached service policy</b>                                 |                                     |
| <b>Parts (not included in above price):</b>                        |                                     |
| (1) H012-551-00003 Roller Bearing, #24                             | Price: \$535.00 each                |
| (4) H330-065-00013 Outside Lip Seal, #27                           | Price: \$76.00 each                 |
| (1) H330-065-00012 Inside Lip Seal, #28                            | Price: \$58.00 each                 |
| See attached drawing LB3-908-0400                                  |                                     |
| <b>1ea Standard Repair of M5100 Bird Centrifuge</b>                | <b>Estimated Price: \$32,500.00</b> |
| <b>Disassembly, clean and inspect</b>                              |                                     |
| <b>Detailed measurement of critical dimensions</b>                 |                                     |
| <b>Development and publishing of Scope of Work</b>                 |                                     |
| <b>Rework bowl head and trunnion face and fit</b>                  |                                     |
| <b>Replace all bearings, seals, o-rings, and fasteners</b>         |                                     |
| <b>Rework gear flange face and fit</b>                             |                                     |
| <b>Balance bowl and conveyor</b>                                   |                                     |
| <b>2 hour run test measuring vibration and bearing temperature</b> |                                     |

ANDRITZ SEPARATION INC.  
1010 Commercial Blvd. S.  
Arlington, Texas 76001  
Tel. (817) 465-5611  
Fax (817) 468-3961  
environ.us@andritz.com

**Rotodiff will be disassembled, cleaned, and inspected**  
**Replace bearings and seals, and run tested**  
**Units prepared for shipment**

During the inspection stage, we will identify any damaged or worn parts that require replacement or reworking. These parts will be identified in our Scope of Work and a final repair price will be provided with this document.

**1ea Service Technician for Re-Installation Assistance Estimated Price: \$5,400.00**  
**Based on two days for installation and testing**  
**Two travel days**  
**Estimate includes labor, travel, and living expenses**  
**See service policy. Actuals cost and expenses will be billed.**

**1ea Process Engineer for Optimization Services Estimated Price: \$5,400.00**  
**Expect two days to optimize performance on one centrifuge**  
**Two travel days**  
**Estimate includes labor, travel, and living expenses**  
**Request 5 gallon lab sample be submitted prior to optimization**  
**See attached lab submittal forms**

**Terms: Net 30 Days. Above pricing does not include any required taxes or fees.**

**Delivery: Parts for on-site repair are in stock**

**Shop repair is 4 to 5 weeks. This can be reduced to 3 weeks after inspection and all parts are in stock.**

**FOB: Scott Depot, WVA. Freight will be pre-paid and add. Freight estimate is \$3600.00.**  
**See attached sheet of terms and conditions.**

Please review and let me know if there are any questions or concerns. Thank you for the opportunity to quote.

Regards,

Bill Lane  
Field Service Sales  
847-502-4365

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

RESOLUTION TO ACCEPT A QUOTATION  
FOR THE REPLACEMENT OF THREE  
LOW SERVICE PUMP VALVE ACTUATORS

WHEREAS:

1. As detailed in the attached Staff Report from the City's Drinking Water Plant Superintendent, it is recommended the City Council accept a quotation from FHC Mechanical Contractors for the replacement of three low service pump valve actuators in the amount of \$117,200.00.
2. The replacement of the three low service valve actuators will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quotation from FHC Mechanical Contractors for the replacement of three low service pump valve actuators in the amount of \$117,200.00 and approves the attached budget amendment.
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:

ATTACHMENTS:  
Staff Report  
Quotations  
Budget Amendment

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk

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

CITY OF WYOMING BUDGET AMENDMENT

Date: May 21, 2012

Budget Amendment No. 044

To the Wyoming City Council:

**A budget amendment is requested for the following reason: To appropriate and reclassify \$118,000 of budgetary authority for Low Service Valve Actuator Replacements per attached resolution.**

| <u>Description/Account Code</u>  | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|----------------|-----------------|-----------------|----------------|
| <b><u>Water Fund</u></b>   |                |                 |                 |                |
| Water Utility - Capital Outlay - Maintenance Equipment<br>591-591-57300-986.954          | \$0            | \$118,000       |                 | \$118,000      |
| Water Utility - Pumping and Treatment - Maintenance Supplies<br>591-591-55300-775.000    | \$52,436       |                 | \$20,000        | \$32,436       |
| Water Utility - Pumping and Treatment - Repairs and Maintenance<br>591-591-55300-930.000 | \$40,261       |                 | \$18,000        | \$22,261       |
| Fund Balance/Working Capital (Fund 591)  |                |                 |                 | \$ 80,000      |

Recommended: \_\_\_\_\_  
 Finance Director City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
 that the General Appropriations Act for Fiscal Year 2011-2012 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

\_\_\_\_\_  
 City Clerk

## STAFF REPORT

Date: May 16, 2012  
Subject: New Low Service Valve Actuators  
From: Gerald H. Caron, Superintendent  
Meeting Date: May 21, 2012

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### Recommendation:

It is recommended that the City Council authorize FHC to perform the replacement of three low service pump valve actuators per the proposal provided at a cost of \$117,200.00. In addition, it is recommended that the City Council authorize the attached budget amendment.

### Sustainability Criteria:

Environmental Quality – By replacing these valve actuators we are helping to ensure that the City of Wyoming and its customers have safe drinking water and fire protection.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By soliciting proposals from qualified firms to perform these needed repairs the Utilities Department is insuring that we get the best value for this necessary service. This results in the lowest rates possible for our residents and customers.

### Discussion:

The Wyoming water treatment system has a low lift pump station with six low service pumps. These pumps provide raw water to the main treatment plant. As part of each pump assembly is a mechanical valve actuator. The purpose of the actuator is to facilitate the opening and closing of the pump discharge valve on pump start-up and shut-down.

Three of the six low service pump valve actuators have been upgraded as part of the Phase 1A plant expansion when low service pumps #1, 3 and 6 were replaced.

The new actuators are electro hydraulic vs. the pneumatic actuators on pumps #2, 4 and 5. The actuator on low service pump #2 failed and has not been operable. We can no longer obtain the needed parts to repair the actuator. Thus we have not had the use of low service pump #2 for quite some time. The actuators on low service pump #4 and 5 are the same type as low service #2 and if they fail they may also not be repairable.



**Electro Hydraulic Actuator**



**Pneumatic Actuator**

We budgeted funds in this year's budget to replace the valve actuator for low service pump #2. We also budgeted funds in the 2012/13 budget to replace the actuators on low service pump #4 and 5. Since the work involved in all three replacements are the same it made sense to obtain quotes for replacing all three of the low service pump valve actuators.

With this in mind, we requested proposals from two qualified mechanical contractors that have done similar work for us in the past. The proposals are to replace three low service pump valve actuators.

The quotes received are listed below:

|                                  |              |
|----------------------------------|--------------|
| FHC                              | \$117,200.00 |
| Allied Mechanical Services, Inc. | \$120,000.00 |

I recommend that the City authorize the use of FHC for this project per the scope of work provided at a cost of \$117,200.00.

**Budget Impact:**

Since \$80,000.00 of the funds for this repair is in the fiscal year 2012/13 budget, I further recommend that we transfer funds from our working capital account to allow authorization for this project. The funds allocated in the 2012/13 budget, earmarked for these repairs, will not be used and will result in a reduction of the 2012/13 budget accordingly. With approval of the attached budget amendment money will be available in account 591-591-57300-986.954.

cc: Bill Dooley

**FHC**

**MECHANICAL CONTRACTORS**

2509 29<sup>th</sup> Street SW

Wyoming, MI 49509

616-538-3231/616-538-2797 Fax

## **Bid Proposal**

**DATE:** April 26, 2012

**ATTN:** Rick Velderman  
City of Wyoming  
Water Treatment Plant  
Holland, Michigan, 49424

**REF.:** New Valve Operators

Dear Mr. Velderman;

FHC is pleased to have the opportunity to propose the following scope of work to install (3) Rotork EH Series Valve Operators.

**SCOPE OF WORK**

- Demo (3) existing hydraulic operators - operators to be delivered to a location on-site.
- Remove/Re-route existing sheet metal ductwork - new galvanized sheet metal as needed.
- Provide and install (3) new Rotork operators - mounting base designed for the existing Henry-Pratt BFV's.
- Provide and install new galv. electrical conduit & necessary wiring to provide and connect power & controls from operators to appropriate panels.
- Provide start-up and controls programming.

**NOT INCLUDED**

- Finish painting.
- Safety signage.

**GENERAL NOTES:**

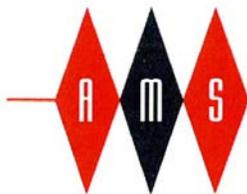
- Work should be completed in approximately three days per valve - includes start-up
- Electrical rough-in to be completed ahead of operator installation.
- All three operators available in approximately 16-18 weeks
- (1) Valve operator could be available 12-14 weeks after approval.
- The quoted price is good for only 30 days.

**Base Bid for the Sum of ..... \$117,200.00**

Thank you for the opportunity to quote the above work. If you should have any questions, please do not hesitate to call. FHC looks forward to performing this work for the City of Wyoming's WTP.

Respectfully Yours,

  
Larry L. Lind  
FHC



# ALLIED MECHANICAL SERVICES, INC.

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PLUMBING - HEATING - AIR CONDITIONING - SHEET METAL - PROCESS PIPING

February 2, 2012

Rick Velderman  
DK Shine Water Treatment  
City of Wyoming Michigan  
16700 New Holland  
Holland, MI 49424

RE: Low Service Actuators

Rick:

You should probably budget around Forty Thousand (\$40,000) each for the three actuators to be replaced in the Low Service Building.

This would allow for the actuator replacement (\$30,000 each installed) and carry an allowance of Thirty Thousand (\$30,000) total for electrical work and instrumentation.

If you have any questions, let me know..

Sincerely,

Sid Holwerda P.E.  
Senior Project Manager

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

RESOLUTION TO AUTHORIZE THE PURCHASE  
OF CISCO SWITCH COMPONENTS

WHEREAS:

1. As detailed in the attached Staff Report from the City's Director of Information Technology, it is recommended that the City Council authorize the purchase of Cisco switch components from Secant Technologies Inc. utilizing the Kent County Reverse Auction System in the amount of \$41,000.00.
2. Funds for the purchase are available in the General Fund/Information Technology/Capital Outlay Computer Equipment Account #101-258-25800-984017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of Cisco switch components from Secant Technologies Inc. utilizing the Kent County Reverse Auction System in the amount of \$41,000.00.

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:

ATTACHMENT:  
Staff Report

\_\_\_\_\_  
Heidi A. Isakson, Wyoming City Clerk



## STAFF REPORT

**DATE:** May 08, 2012

**SUBJECT:** City Infrastructure / Cisco Switch Components

**FROM:** Gail Sheppard, Director of Information Technology

**MEETING DATE:** May 21, 2012

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### Recommendation:

It is recommended that the City Council authorize payment to Secant Technologies Inc. for the purchase of Cisco switch components, which will provide newer capabilities allowing us the ability to expand the City's wireless infrastructure. These components will allow newer infrastructure equipment to be powered over existing data wiring, eliminating the need for additional data wiring for future equipment. This capability, known as Power-over-Ethernet (PoE) will assist with the administration and troubleshooting of future technology projects. Prior to utilizing the Kent County reverse auction process we would have put this equipment out to bid for replacement as part of our regular spring bid.

### Sustainability Criteria:

Environmental Quality - Approval of this bid does not significantly impact environmental quality.

Social Equity - Information Technology staff have been updating the City's older 100 MB switches over the course of the last couple years and the purchase of these components would replace the last of our old switches. The newer 1 GB switches are ten times (10X) as fast and are compatible with our newer computers that have 1 GB ports. We limit the throughput of our 1 GB port computers with the older 100 MB switches.

Economic Strength - Upgrading the switch equipment will replace older switch technology and provide for enhanced networking capabilities. Replacement is also consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

### Discussion:

Ann Patterson, IT Supervisor, attended a Reverse Auction training session in October of 2010 conducted by West Michigan Strategic Alliance and the Kent County Purchasing Division. Since then the IT department has been utilizing Kent County's reverse auction at no cost to the City of Wyoming. This new innovative way of purchasing works like a real-time auction where the price is bid down by sellers who are competing to sell goods and services for progressively lower prices. The reverse auction increases competition and transparency for commodity purchases and streamlines the procurement process. Kent County sent our bid to ninety-five (95) potential bidders and advertised it on the County website. Eleven (11) firms registered to participate at a maximum price of \$42,300, which was 40% off list price. The following bids were received: NeTech at \$41,900, Maximum Midrange Computer Specialist of Traverse City at \$41,875 and Secant Technologies at \$41,000. Also, by utilizing Kent County's purchasing resources the City recognizes additional savings by eliminating costs associated with various City staff preparing, advertising and compiling our traditional bids.

### Budget Impact:

Funding (\$41,000) for the purchase of the Cisco switch components is budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984017.