

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

**Monday, April 9, 2012, 7:00 P.M.**

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) West Michigan Economic Development Partnership**
- 5) Amendment to Agreement with Black & Veatch Ltd. For Professional Engineering and Financial Consulting Services**
- 6) Budget Review**
  - a. Annual Street and Utility Capital Improvement Program**
- 7) Any Other Matters**
- 8) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

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

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF CREATING THE  
WEST MICHIGAN ECONOMIC DEVELOPMENT PARTNERSHIP

WHEREAS:

1. The State of Michigan created the Next Michigan initiative to encourage cooperative partnerships between governmental units to allow access to incentives to attract new businesses that depend on multimodal commerce.
2. Representatives from the counties of Kent and Muskegon, the townships of Cascade, Gaines and Muskegon, the cities of Muskegon, Kentwood, Grand Rapids and Wyoming, as well as the Gerald R. Ford International Airport wish to create the West Michigan Economic Development Partnership.
3. The purpose of this partnership is to administer the economic development objectives of the participants while providing access to tools available through the Next Michigan initiative.
4. Public Act 275 allows Michigan Economic Development Corporation (MEDC) to designate up to five entities that may access the Next Michigan resources.
5. Under the Urban Cooperation Act, applicants to the Next Michigan program must have an executed Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute an agreement with the counties of Kent and Muskegon, the townships of Cascade, Gaines and Muskegon, the cities of Muskegon, Kentwood, Grand Rapids, as well as the Gerald R. Ford International Airport to form the West Michigan Economic Development Partnership.

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 Report

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

**INTERLOCAL AGREEMENT FOR THE WEST MICHIGAN ECONOMIC  
DEVELOPMENT PARTNERSHIP**

This **INTERLOCAL AGREEMENT** is entered into pursuant to Act No. 7 of the Public Acts of Michigan of 1967 (hereinafter defined), including the powers and authorities granted under the Acts set forth below between the signatory parties hereto (“Parties” or “Local Government Unit”) for the purpose of creating the West Michigan Economic Development Partnership (“Authority”) a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein.

## RECITALS

**WHEREAS**, the Parties have determined that the establishment of a Next Michigan Development Corporation pursuant to Act No. 275 of the Public Acts of 2010 (“Act 275”) offers significant regional economic development opportunities and benefits.

**WHEREAS**, the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess. (“Act 7”), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.

**WHEREAS**, the Parties desire to create a separate legal and administrative entity to administer the provisions of this Agreement. The Authority is intended to serve this purpose and to qualify as an eligible Act 7 entity under Act 275.

**WHEREAS**, each Party has the power, privilege and authority to perform various economic development activities and administrative functions supportive of economic development activities and to enter into this Agreement.

**WHEREAS**, each Party, by resolution of its governing body, has approved and is authorized to execute and deliver this Agreement.

**IN WITNESS WHEREOF**, the Parties covenant and agree as follows:

## ARTICLE I DEFINITIONS

The following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or nonpossessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 “Act 7” means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended.

Section 1.02 “Act 275” means the Next Michigan Development Act, Act No. 275 of the Public Acts of Michigan, 2010.

Section 1.03 “Agreement” means this Interlocal Agreement, dated as of the Effective Date.

Section 1.04 "Authority" means the separate legal entity and public body corporate established and created pursuant to this Agreement, which will administer and implement the economic development objectives and activities set forth herein. The Authority shall be deemed an "eligible Act 7 entity" as that term is defined in Act 275 and shall have the powers granted under Act 7 and Act 275.

Section 1.05 "Authority Board" means the governing body of the Authority created by Article VI of this Agreement.

Section 1.06 "Days" means calendar days, unless otherwise expressly provided.

Section 1.07 "Development Corporation" or "Next Michigan Development Corporation" means that term as defined in Act 275.

Section 1.08 "Effective Date" means the later of the dates on which a fully executed copy of this Agreement, pursuant to Section 10 of Act 7, is filed with (i) the Michigan Department of State, Office of the Great Seal, (ii) the Kent County Clerk, and (iii) the Muskegon County Clerk.

Section 1.09 "Eligible next Michigan business" means that term as defined in Section 3 of the Michigan Economic Growth Authority Act, Act No. 24 of the Public Acts of Michigan, 1995, as amended.

Section 1.10 "'Eligible urban entity" means that term as defined in Act 275.

Section 1.11 "Fiscal Year" means the fiscal year of the Authority, which shall begin on July 1 of each year and end on June 30 of each year, or such other fiscal year as may be determined from time to time by the Authority Board.

Section 1.12 "FOIA" or "Freedom of Information Act" means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended.

Section 1.13 "Local Government Unit" shall mean any Party organized as a Michigan city, village, township, charter township or county which is a signatory under this Agreement.

Section 1.14 "Michigan strategic fund" means the Michigan strategic fund as described in the Michigan Strategic Fund Act, Act No. 270 of the Public Acts of Michigan, 1984, as amended.

Section 1.15 "Next Michigan Development District" means that term as defined in Act 275 which area may also be referred to in this Agreement as "Development Area."

Section 1.16 "OMA" or "Open Meetings Act" means the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended.

Section 1.17 "Party" or "Parties" means, either individually or collectively, as applicable, a Local Government Unit which is a signatory to this Agreement.

Section 1.18 "Person" means any individual, authority, profit or non-profit corporation, partnership, limited liability company, university, joint venture, trust, association, chamber of commerce, travel and visitors center, or other legal entity.

Section 1.19 "Public Agency" means that term as defined in Act 7.

Section 1.20 "West Michigan Economic Development Partnership" shall be the name of the Authority as approved for next Michigan development corporation status is approved by the Michigan strategic fund in accordance with Act 275.

## ARTICLE II CREATION OF THE AUTHORITY

Section 2.01 Creation and Legal Status of the Authority. In accordance with Act 7, a separate legal entity and public body corporate is hereby created to be known as the "West Michigan Economic Development Partnership Authority" for the purpose of administering and executing this Agreement (the "Authority"). The Authority shall have the powers provided for in this Agreement. If approved by the Michigan strategic fund in accordance with Act 275, the Authority shall thereafter be referred to as the West Michigan Economic Development Partnership.

Section 2.02 Participating Parties. The participating parties to this Agreement are \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

Section 2.03 Geographic Boundaries. The boundaries of the Authority, within which it may exercise its powers, shall be limited to the boundaries of the Parties, as more particularly described in Exhibit A attached and made a part hereof, it being understood that the boundaries in this Exhibit may be amended from time to time to incorporate the boundaries of new Parties to this Agreement.

Section 2.04 Principal Office. The principal office of the Authority is \_\_\_\_\_, Michigan 4\_\_\_\_, or such other location as may be determined from time to time by the Authority Board.

Section 2.05 Compliance with Law. The Authority shall comply with all federal and state laws, rules, and regulations.

Section 2.06 Independent Contractor. At all times and for all purposes under this Agreement, each Party will be solely responsible for the acts of its own employees, agents, and servants. No Party will be responsible for the employees of the Authority or any other Party as a result of entering into this Agreement.

Section 2.07 No Third Party Beneficiaries. Unless expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Agreement, and/or any other right of any kind, in favor of any Person.

### ARTICLE III PURPOSE

Section 3.01 Purpose. The purpose of the Authority is to take advantage of the provisions of State laws, now ~~or hereafter~~ enacted, enabling the creation and administration of a Next Michigan Development Corporation in accordance with Act 275 in order to enhance economic development opportunities within a Next Michigan Development District generally, and to attract facilities and employment within the District. It is not intended that employment will be transferred as a result of the creation of the Authority or the exercise of the powers authorized by this Agreement. The Authority may exercise powers granted by State laws in the joint exercise of shared powers, privileges or authority of the Parties and perform successful, effective and efficient economic development programs and functions throughout the geographic boundaries of the Authority. Shared powers shall include coordinating complementary local programs and functions of the Parties and focusing on businesses needing two or more modes of transportation for their operation. In addition, efforts will be undertaken to secure the development of national and international companies and to facilitate the streamlining of the permitting process at the local governmental level. Subject to the approval of the parties hereto, to the extent that State laws are enacted or amended subsequent to the Effective Date to provide for additional powers which may be exercised by the Authority, as hereafter recognized by statute, the Parties desire and intend that the Authority be empowered and authorized to exercise such powers to the full extent permitted by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

### ARTICLE IV GENERAL POWERS OF THE AUTHORITY

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or action related to economic development that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and as authorized by this Agreement. Notwithstanding the foregoing, the powers granted to the Authority shall include the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;

- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;
- (e) Incur debts, liabilities, or obligations that, unless expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;
- (g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h) Form other entities necessary to further the purposes of the Agreement which other entities shall have powers and limitations not exceeding that of the Authority; and
- (i) Sue and be sued;
- (j) Charge fees to third parties as necessary to administer this Agreement;
- (k) Promulgate necessary rules and provision for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;
- (l) Apply for and accept gifts, grants, assistance funds, or bequests from public or private foundations, agencies or other entities, and use the same for the purposes of this Agreement. The Authority may apply for and accept grants, loans, or contributions from any source. The Authority may do anything within its power to secure the grants, loans, or other contributions;
- (m) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement;
- (n) Respond for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
- (o) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
- (p) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities; and
- (q) Study, develop, and prepare the reports or plans the Authority considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement.

(r) Make application to the Michigan strategic fund for approval as a next Michigan development corporation.

Section 4.02 Powers Under Act 275. In addition to the powers enumerated under Act 7 referenced above, the Authority may, after approval of its status as a next Michigan development corporation, exercise all powers vested through Act 275 including:

(a) Marketing the Authority.

(b) Seeking and attracting “eligible next Michigan businesses” to the Development Area including:

(1) Businesses engaged in the shipment of tangible personal property via multimodal commerce;

(2) Supply chain businesses providing a majority of their services to businesses engaged in the shipment of tangible personal property, including inventory, via multimodal commerce;

(3) Manufacturing or assembly facilities receiving a majority of their production components via multimodal commerce;

(4) Manufacturing or assembly facilities shipping a majority of their products via multimodal commerce; or

(5) Light manufacturing or assembly facilities that package, label, or customize products and ships those products via multimodal commerce.

(6) Manufacturers engaged in food processing and renewable energy.

(c) Exercising the powers granted by State law including:

(1) The Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended.

(2) The Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended.

(3) The Plant Rehabilitation and Industrial Development Districts Act, Act No. 198 of the Public Acts of Michigan, 1974, as amended.

(4) Section 9f of the General Property Tax Act, Act No 206 of the Public Acts of Michigan, 1893, as amended.

(d) Perform any other activity authorized by Act 275.

(e) The Authority shall not exercise any power identified in Sections 4.01(m), 4.02(c) or 4.02(d) within the boundaries of a Local Government Unit without the consent of that Local Government Unit.

Section 4.03 Notes; Limitations. Any bond or note issued by the Authority shall be a debt of the Authority.

Section 4.04 Tax Limitation. The Authority is not authorized to levy any type of property tax millage. Nothing contained in this Agreement, however, prevents one or more of the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Authority to the extent permitted by law.

Section 4.05 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided by law. In accordance with Act 7, the Authority shall not be operated for profit, and it shall be engaged in the performance of governmental functions.

## ARTICLE V SPECIFIC POWERS OF THE AUTHORITY; LIMITATIONS

Section 5.01 Master Development Plan. The Authority, in collaboration with and subject to the approval of the Local Government Units, shall have the power to promulgate a master development plan or similar plan as required by the specific act being used for that area within the boundaries of the Development Area of the Authority.

Section 5.02 Application Criteria and Review; Incentives; Approval. The Authority shall have the power to prepare and process application materials; establish, seek and accept applications from prospective developers and businesses; establish criteria for development, except as such discretion is limited by this Agreement or law; consult with the State officials having subject matter jurisdiction in respect of applications and approvals; monitor the performance of applicants; and make recommendations regarding applications to State officials or entities, a Local Government Unit, or any other Person having subject matter jurisdiction.

Section 5.03 Infrastructure Planning and Development. The Authority may work with state and local government officials in the planning and development of infrastructure within the geographic territory of the Authority, including without limitation, coordinating efforts with local commercial realtors.

Section 5.04 Site Selection. The Authority may assist prospective developers and businesses with the selection of development sites within the geographic territory of the Authority.

Section 5.05 Marketing; Business Attraction. The Authority may conduct marketing and business attraction efforts on behalf of itself and the Development Area.

Section 5.06 Real Estate Development. The Authority may provide consultation to assist any Person with respect to the development of real estate within the geographic territory of the Authority.

Section 5.07 Regulatory Assistance and Processing. The Authority may provide assistance to prospective developers and businesses with respect to applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

Section 5.08 Local Government Assistance. The Authority may provide assistance to Local Government Units with implementing and coordinating economic development programs within the geographic territory of the Authority.

## ARTICLE VI AUTHORITY BOARD

Section 6.01 Authority Board Composition. The Authority shall be governed by a Board of Directors. Each Party shall appoint a member to the Authority Board, and members of the Authority Board shall serve at the pleasure of the appointing Party for terms as established by each Party as permitted by law.

(a) Each Party entitled to membership on the Authority Board shall have the ability to appoint one (1) alternate member to serve in a permanent member's place if the permanent member is absent from an Authority Board meeting. Appointment of the alternate shall be made by the appointing authority in writing with a copy to the Authority.

(b) A vacancy on the Authority Board shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(c) All Authority Board members may be removed by the appointing authority at will.

Section 6.02 Regular Meetings. The Authority Board shall meet at least annually within the Authority's boundaries at the place, date, and time as the Authority Board shall determine. Notwithstanding the foregoing, the Authority Board may meet with such frequency as it deems advisable and it shall annually adopt a schedule of meetings. All meetings shall comply with the Open Meetings Act.

Section 6.03 Special Meetings. Special meetings may be called upon the request of three or more members of the Authority Board or upon the call of the Chairperson.

Section 6.04 Quorum and Voting. A majority of the Authority Board holding office shall constitute a quorum. Unless provided elsewhere in this Agreement or in by-laws adopted by the Authority Board, a majority vote of those present and voting shall be required to take action or otherwise for the transaction of business.

Section 6.05 Authority Board Powers and Responsibilities. The Authority Board shall do all of the following by a majority vote of those present and voting unless otherwise provided:

(a) Upon the recommendation of the Authority Board, adopt by-laws and rules of procedure governing the Authority Board and their respective actions and meetings. Initial by-laws and rules of procedure shall be adopted within six months of the first meeting of the Authority Board.

(b) Elect individuals to fill the positions of Chairperson, Vice Chairperson, Secretary and Treasurer.

(c) Cause to be conducted an annual independent audit of the Authority in accordance with State law and distribute copies of the same to all Parties to this Agreement.

(d) Approve the annual budget in accordance with State law and subject to appropriations from the Parties.

(e) Evaluate the Authority's performance under this Agreement and law and recommend changes.

(f) Create committees and appoint individuals to serve thereon.

Section 6.06 Compensation. Members of the Authority Board shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's actual, reasonable expenses in carrying out those duties.

Section 6.07 Conflicts of Interest. The Authority Board shall adopt policies and procedures requiring the periodic disclosure of relationships (not less than annually) which may give rise to conflicts of interest. The policies and procedures shall require that a member of the Authority Board or the officer who has a direct or indirect interest in any matter before the Authority disclose the member's interest and any reasons reasonably known to the officer or member of the Authority Board why the transaction may not be in the best interest of the public before the Authority Board takes any action with respect to the matter. The disclosure shall become part of the record of the Authority's proceedings. Subject to relevant provisions of State law, the policies and procedures also shall have the objective of precluding the opportunity for and the occurrence of transactions by the Authority that would create a conflict of interest involving members of the Authority Board, officers and employees of the Authority. At a minimum, these policies shall include compliance by each member of the Authority Board, Officers, and employees of the Authority who regularly exercise significant discretion over the award and management of Authority projects with policies governing the following:

(a) Immediate disclosure of the existence and nature of any financial interest of an individual or immediate family member that would reasonably be expected to create a conflict of interest.

(b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving an Authority project that would reasonably be expected to create a conflict of interest for that employee or member.

## ARTICLE VII OFFICERS

Section 7.01 Election. The Authority Board, at its first meeting of a calendar year, shall elect a Chairperson, Vice-Chairperson, a Secretary and a Treasurer who shall hold their offices for one year or until their successors are duly elected. These officers shall exercise such powers and perform such duties as determined from time to time by the Authority Board.

Section 7.02 Vacancies. Vacancies in office shall be filled by appointments made by the Authority Board for the balance of the unexpired term.

Section 7.03 Compensation. Officers shall receive no compensation for the performance of their duties, but each officer shall be reimbursed for such officer's actual, reasonable expenses in carrying out those duties.

## ARTICLE VIII DURATION OF, WITHDRAWAL FROM, AND TERMINATION OF INTERLOCAL AGREEMENT

Section 8.01 Duration. The Authority shall commence on the Effective Date and continue for a term of five years unless earlier terminated in accordance with this Article VIII.

Section 8.02 Withdrawal by a Party. Any Party may withdraw from the Agreement at any time upon giving six (6) months advance written notice to the Authority and the Authority thereafter shall, upon receipt of notice, initiate no project or activity within the geographic boundaries of the withdrawing Party; provided that if the Authority has incurred debts or obligations which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Sec. 7(2) of Act 7, the Party shall remain obligated for any such payment following its withdrawal from the Agreement, less any credit granted for assets consistent with Section 9.02; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Master Development Plan or Tax Increment Financing Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives; and provided further that in the event of a withdrawal by a Party, the Authority shall not extend the effective term of any of the foregoing incentives beyond its stated termination date. In the event that a withdrawing party is a county, the Authority shall have not authority to subsequently exercise its powers within the geographic boundaries of said withdrawing county.

Section 8.03 Termination. This Agreement may continue until terminated by the first to occur of the following:

- (a) The Authority fails to meet those legal qualifications required for next Michigan development corporation status;
- (b) A vote to terminate by three-fourths (3/4) of the voting members of the Authority Board then serving in office; or
- (c) Expiration of the stated term of the Agreement.

Section 8.04 Disposition upon Termination. As soon as possible after termination of this Agreement, the Authority shall wind up its affairs consistent with the following:

- (a) All of the Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets shall be paid first; and
- (b) The remaining assets, if any, shall be distributed among the remaining Parties in accordance with Act 7 or other relevant law, and otherwise in proportion to their contributions to the Authority.

## ARTICLE IX CONTRIBUTIONS

Section 9.01 Fees. The activities of the Authority may be funded by a variety of sources including, without limitation, payments from each Local Government Unit as established by the Authority and the Local Governmental Units. Notwithstanding the foregoing, all fees, charges, or contributions of any kind or description that are intended by the Authority to be paid by a Local Government Unit are subject to appropriation by said Local Government Unit.

Section 9.02 Personal Property, Assets, Services, Employees. With the approval of the Authority, any Party may make contributions of personal property, assets, services or employees deemed necessary to the creation or operational support of the Authority. The reasonable value of such contributions shall be credited against the Party's applicable fees as established pursuant to Section 9.01. The reasonable value of personal property or assets shall be determined by the Authority Board, in its sole discretion.

Section 9.03 Acts and Omissions. The Authority shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Authority.

Section 9.04 Execution of Documents. The Authority and each Party shall cooperate in order to execute and deliver to the Authority any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Authority.

ARTICLE X  
ADMISSION OF OTHER PARTIES

Section 10.01 Procedure. Following the Effective Date, a Public Agency may become a Party by submitting a written request to the Chairperson or Authority Board and pursuant to guidelines established by the Authority Board, payment of any applicable fee and in accordance with law. The Authority Board shall submit the request to the Local Government Units to this Agreement, which shall approve or deny the request. Upon approval of the admission, and without amendment to this Agreement being required, the newly-admitted Party shall appoint a member to the Authority Board and the number of members serving on the Authority Board shall be increased accordingly. Approval of this Agreement shall be by resolution of the entity seeking to become a Party.

Section 10.02 Effective Date. The effective date of admission of a Party is the date on which a fully executed copy of this Agreement which contains the name and signatory of the newly admitted Party is filed with Michigan Department of State, Office of the Great Seal, and filed with the County Clerk of each county which is a Party to this Agreement pursuant to Section 10 of Act 7.

Section 10.03 Not an Amendment to Agreement. The admission of additional Parties after the initial Effective Date of this Agreement shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date. Any amendment to or alternative form of this Agreement may be made only in accordance with Section 13.10.

ARTICLE XI  
BOOKS AND REPORTS

Section 11.01 Accrual Basis. The Authority shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

Section 11.02 Authority Records. The Authority shall keep and maintain at its principal office all documents and records of the Authority. The records of the Authority shall include a copy of this Agreement along with a listing of the names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement. All Authority documents shall be open to review by any Party to this Agreement at the Authority's office during regular business hours.

Section 11.03 Financial Statements and Reports. The Authority shall cause to be prepared at least annually, at Authority expense, audited financial statements prepared in accordance with State law and with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Authority's Fiscal Year in accordance with law, and copies filed with each Party.

Section 11.04 Freedom of Information Act. The Authority is subject to and shall comply with the Freedom of Information Act; provided, however, that any particular legal protections afforded to confidential public records as set forth in Section 7 of Act 275 shall be honored by the Authority.

## ARTICLE XII FINANCES

Section 12.01 Annual Budget. The Authority's budget shall be subject to and comply with State law. The Treasurer annually shall prepare and the Authority Board, by a majority vote of all Parties, appointed (not just those present) shall approve a budget for the Authority for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

Section 12.02 Deposits and Investments. The Authority shall deposit and invest funds of the Authority, not otherwise employed in carrying out the purposes of the Authority, in accordance with an investment policy established by the Authority Board and consistent with State law regarding the investment of public funds.

Section 12.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Authority Board.

## ARTICLE XIII MISCELLANEOUS

Section 13.01 Notices. Notice of all meetings of the Authority Board shall be given in the manner required by the Michigan Open Meetings Act. In addition, at least three days prior to the date set for the holding of any meeting of the Authority Board, written notice of the time and place of such meeting shall be sent by email or other electronic means to each Authority Board member, as the case may be, at the email or other appropriate address of such member appearing on the records of the Authority. Notwithstanding the foregoing, meetings may be held with 18 hours' notice if all members of the Authority Board waive the three-day notice requirement. Every notice by email or other electronic means shall be deemed duly served as of 5:00 p.m., prevailing Eastern Time, next following the actual time when the notice is transmitted, as recorded by the Authority's communication system. The Chairperson or his or her designee may, but shall not be required to, cause additional written notice to be provided to a member or members by mailing such notice via regular U.S. mail not less than seven days prior to the date set for the holding of the meeting to the address of such member or members appearing on the records of the Authority. Mailed notice shall be deemed duly served on the second business day following the day when the same has been deposited in the United States mail with postage fully prepaid and addressed to the sender as provided above.

Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by email or other electronic means at the email or other appropriate address of such Party appearing on the records of the

Authority, with a written copy by first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each other Party's signatory to this Agreement, or that signatory's successor at the address as set forth above such Party's signature, or to such other address provided by the Party to the Authority from time to time.

Section 13.02 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 13.03 No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Section 13.04 Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 13.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 13.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

Section 13.07 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 13.08 Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 13.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to binding arbitration consistent with the procedures then in effect and promulgated by the American Arbitration Association.

Section 13.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Authority.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

CITY OF \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

COUNTY OF \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

COUNTY OF \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

EXHIBIT A  
DISTRICT DESCRIPTION

574016.11

## Staff Report

Date: 04/09/2012  
Subject: Next Michigan Initiative  
From: Barb VanDuren, Deputy City Manager  
Meeting Date: April 16, 2012 City Council Meeting

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### Recommendation:

Staff recommends authorizing the Mayor and City Clerk to execute an interlocal agreement for the purpose of creating the West Michigan Economic Development Partnership.

### Sustainability Criteria:

Environmental Quality – Because part of the Next Michigan initiative focuses on multimodal transportation, this partnership will have the opportunity to explore and take advantage of existing regional transportation assets. In the long term, this could have a positive environmental impact.

Social Equity – Due to the partnership, participants would have access to the same economic tools, which would in effect, “level the playing field” and eliminate businesses moving from jurisdiction to jurisdiction in an attempt to secure incentives.

Economic Strength – Creating this partnership will ensure the same incentives are offered throughout the region, in addition, it specifies certain incentives must be used to recruit businesses and industries not currently located in the State of Michigan. This will have the effect of marketing and attracting businesses to the City of Wyoming, as well as the region.

### Discussion:

Traditional economic development incentives have typically positioned one jurisdiction against another, giving businesses the opportunity to relocate in an effort to secure incentives. This can be devastating to communities, causing instability as tax revenues and jobs leave the community. The Next Michigan initiative calls for partnership between jurisdictions, includes incorporation of multi-modal transportation and requires that business recruitment focus on businesses that are not currently located in the State of Michigan. This partnership will give the City of Wyoming access to additional incentives and highlight Wyoming’s economic development priorities on a larger scale.

I would like to have this information presented to the City Council at its April 16 meeting. Should the City Council concur, I have prepared the attached resolution for the consideration of executing the interlocal agreement to allow the City of Wyoming to participate in the West Michigan Economic Development Partnership.

### Budget Impact:

At this time, there is no budget impact in establishing the West Michigan Economic Development Partnership.

## Memorandum

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**To:** Curtis Holt, City Manager  
**From:** Gerald Caron - Water Superintendent  
**Date:** March 22, 2012  
**Re:** Change in Service Agreement with B&V

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As you are aware, we have had a contract with B&V to perform engineering services for the upgrades at the Donald K. Shine Water Treatment Plant. Specifically, they have designed the Phase 1A and 1B project. The total project amount for the design engineering and construction phase services for the Phase 1B project is \$3,844,962.00.

It was discovered following completion of the 1B project that six air scour valves on filters 13 through 18 were installed with incorrect valve seat materials. Further investigation revealed that the contract documents were in error in the specification of appropriate materials for the air service valves.

In order to remedy the situation, B&V provided technical guidance and recommendations to identify the appropriate materials, and furthermore, agreed to cover the costs to have the new components installed into the valves. To facilitate this change in a timely manner the City ordered the proper valve parts and hired Allied Mechanical to install the components and remount the valves.

The cost for the valve correction including the water plant staff labor was approximately \$20,000.00. We have had discussions with B&V regarding the best means of recovering these costs.

In March of 2011, we had asked B&V to give us a proposal to perform a pump system operation evaluation update. The purpose of this proposal was to help us determine the most efficient thus economical use of our high service and low service pumps. The proposed cost to provide this service was \$20,697.00.

With this in mind, we approached B&V to see if they were willing to perform this service as compensation for the repairs that we made to the six valves. As a result of these discussions, B&V has agreed to wave the final unbilled contract fee remaining on the Phase 1B Expansion project construction phase services of \$7,290.06, bringing the total completed project amount to \$3,837,671.94. In addition, they have agreed to perform the pump system evaluation which has a value to the City of \$20,697.00. In exchange the City would consider the need for the valve repair expense reimbursement from B&V paid and all claims regarding the valve repairs settled.

We believe this is a good deal for both the City of Wyoming and B&V.

In conclusion, my recommendation is to accept the proposed settlement from B&V.

**First Amendment to Agreement  
Professional Engineering and Financial Consulting Services related to Utility Treatment Plant  
Improvements**

This Amendment to Agreement is made as of this \_\_\_\_ day of April in the year two-thousand and twelve by and between the City of Wyoming (“Owner”) and Black & Veatch Ltd. of Michigan (“Engineer”). Owner and Engineer may each be referred to as a Party, or collectively as the Parties.

**RECITALS**

WHEREAS the Parties hereto have an agreement for professional engineering services dated June 18, 2001 as amended from time to time (the “Agreement”) for Professional Engineering and Financial Consulting Services related to Utility Treatment Plant Improvements, including for Construction Engineering Services for the Phase IB Expansion Project, B&V Project # 145727/City of Wyoming Purchase Order No. 102675 (the “Project”); and

WHEREAS, subsequent to the purchase and installation of butterfly valves for open/close service in the air supply lines for air scour at each of the six filters installed as part of the Project, certain disagreements arose between Owner and Engineer with respect to Engineer’s services and obligations in connection with the specification of said valves, hereinafter referred to as the “Claim”; and

WHEREAS, the Parties desire to settle fully and finally all disputes, demands, controversies, and any other differences or potential claims among them pertaining to or related to the Claim, without admission of liability or fault on the part of Owner or Engineer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Agreement is amended as follows:

1. The current contract amount of Purchase Order No. 102675 of \$3,844,962.00 shall be reduced by the amount of Engineer’s unbilled fee of \$7,290.06, or to \$3,837,671.94.
2. Engineer shall complete a WTP Pumping Systems Operational Evaluation Update, as described in Engineer’s 24 March 2011 proposal (attached), except the high service system evaluation shall be completed in one stage based on currently available data. A maximum of 143 hours will be provided by the Engineer for completion of the WTP Pumping Systems Operational Evaluation Update.
3. Owner agrees that Engineer shall be considered for future services with the Owner without any bias as a result of the Claim or this Amendment to Agreement.
4. This Amendment to Agreement is in settlement of the Claim and in consideration of the performance of the obligations contained herein each of the parties mutually waive and release any and all claims of any nature whatsoever, known or unknown, which were or could have been asserted, directly or indirectly related to the Claim.

5. The Parties have entered into this Amendment to Agreement in order to compromise their disputes, and neither the fact of this Amendment to Agreement, nor any term contained herein, shall be construed as, or deemed to be, an admission of wrongdoing or liability, an admission against interest, or an admission of the existence of facts on which any liability or claim could be based.
  
6. This Amendment to Agreement will be deemed a part of, and be subject to, all terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of April, 2012.

THE CITY OF WYOMING

BLACK & VEATCH LTD. OF MICHIGAN

\_\_\_\_\_  
Jack Poll, Mayor

\_\_\_\_\_  
James Welp, Associate Vice President

\_\_\_\_\_  
Heidi Isakson, City Clerk

Approved as to form:

\_\_\_\_\_  
Jack Sluiter, City Attorney

24 March 2011

City of Wyoming, Michigan  
Donald K. Shine Water Treatment Plant  
Mr. Gerald Caron, Superintendent  
16700 New Holland Street  
Holland, MI 49424

**Subject: Proposal for WTP Pumping Systems Operational Evaluation Update**

Dear Jerry,

Black & Veatch is pleased to submit our proposal for executing an update to our August 2006 Pump Operational Evaluations report, to reflect changes in the pumping systems since the time of the original evaluation and to reflect additional operational data as available.

These updates to the prior evaluations will reflect the following changes to the systems and new operational data:

- New high service pumps 1, 7, and 10.
- Recent (and planned) high service system operational data (flow and pressure under high flow conditions).
- New low service pump 2 (rebuilt).
- Addition of second raw water transmission main.
- Any feedback from operations staff on the recommendation and guidance tables provided with the August 2005 report.

**Scope of Services**

We will update the hydraulic evaluations of the high service and low service pumping systems, reflecting the changes noted above, to identify updated recommendations for operating conditions for each pumping unit and combinations of pumping units. For the high service system, an initial update will be made based on existing operational data and the limited updated operational data available from 2010, with the intent of making these initial recommendations available prior to the 2011 peak pumping season. The evaluation and recommendations will then be adjusted as necessary in late summer/early fall 2011 based on any available additional system operating data that can be obtained from high flow periods during 2011. For the low service system, recommendations will be prepared for the now-available three operating scenarios: north raw water main alone (update to previous), south raw water main alone, and both raw water mains in service.



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CITY OF WYOMING,  
MI  
MR. GERALD CARON

<24 MARCH 2011>

The results of the analyses will be summarized in technical memoranda, to allow immediate access to the results, and opportunity for City comment. Following City review of the technical memoranda, a final report will be prepared consistent with the previous report format, in both hard copy and electronic PDF form.

### **Fee**

We propose a lump sum fee of \$20,697 for completion of the scope of services identified herein. We propose payment for these services to be made on a lump sum basis with progress payments made at the completion of each task of the project.

A summary of our anticipated level of effort and fee is included in the attached table.

We look forward to assisting the City of Wyoming in optimizing pump operations toward energy efficiency goals at the Donald K. Shine Water Treatment Plant. Should you have any questions, please do not hesitate to contact me at 616.459.2360 or 616.308.7165. We appreciate this opportunity to continue to be of service to the City of Wyoming.

Very Truly Yours,  
BLACK & VEATCH

A handwritten signature in black ink that reads "David Koch".

David Koch, PE  
Project Director

Enclosure



**City of Wyoming WTP**  
**Pumping System Operational Evaluation Update**  
**Level of Effort and Proposed Fee**  
**March 24, 2011**

Tasks	Person-Hours					Labor Fee	Expenses (Misc.)	Total Fee
	PM	PE	SP/PE	CLER	Total			
<b>Pumping System Operational Evaluation Update</b>								
1100 - Low Service Evaluations	2	40	2	1	45	\$6,230	\$338	\$6,568
1200 - High Service Evaluations - Initial	2	60	2	1	65	\$8,930	\$488	\$9,418
1300 - High Service Evaluations - Final	2	20		1	23	\$3,146	\$173	\$3,319
1400 - Final Report	2	6		2	10	\$1,318	\$75	\$1,393
<b>Subtotal</b>	<b>8</b>	<b>126</b>	<b>4</b>	<b>5</b>	<b>143</b>	<b>\$19,624</b>	<b>\$1,073</b>	<b>\$20,697</b>
<b>TOTAL</b>	<b>8</b>	<b>126</b>	<b>4</b>	<b>5</b>	<b>143</b>	<b>\$19,624</b>	<b>\$1,073</b>	<b>\$20,697</b>

**LEGEND:**

- PM - Project Manager (Dave Koch)
- PE - Project Engineer (Ben Whitehead)
- TC/QC - Technical Experts/Quality Control Staff
- Admin - Administrative Staff

## MEMORANDUM

DATE: March 5, 2012  
TO: Curtis L. Holt, City Manager  
FROM: William D. Dooley, Director of Public Works  
SUBJECT: Annual Street and Utility Capital Improvement Program

At last year's annual retreat, the City Council focused its attention on a number of big issues which will challenge Wyoming's long-term sustainability – including the replacement of our aging infrastructure. Nearly all of the Council members expressed their agreement with Governor Rick Snyder that funding the long-term replacement of Wyoming's aging infrastructure is critical to Michigan's economy and the sustainability of our community, and it is a challenge which warrants our immediate attention.

You may remember the four funding options which we presented at the retreat:

1. Defer action until later. Many communities throughout the United States have chosen this alternative. It is the easiest choice, but it comes with the biggest risks. This is best illustrated by the recent news from Jefferson County, Alabama – home to the City of Birmingham. On November 9, this affluent county filed for a \$4.1 billion municipal bankruptcy, primarily due to its inability to finance the cost of federally mandated sewer system rehabilitation.
2. Reduce operating expenses and use any savings to finance long-term infrastructure replacement. We have taken considerable steps to reduce and minimize the street and utility expenses which are within our control. This includes, for example, reducing the number of public works personnel by 40%. We do not, however, have control over some of our largest cost centers, including electric power, fuel, and treatment chemicals. The price of these and other commercial commodities has increased by 70% in the last eight years. Our actions have resulted in very competitive water and sewer rates, but have not provided a source of funding for long-term infrastructure replacement.
3. Reduce services and use any savings to finance long-term infrastructure replacement. We provide three services to our water and sewer customers which are greater than industry standards. These include maintenance of residential water services from the stop box to the meter inside the basement, maintenance of residential sewer laterals from the main to the property line, and paying for all basement clean-up and depreciated damage costs associated with water or sewer problems. The cost of these three services total \$600,000 to \$700,000 per year. They do save affected homeowners a considerable

amount of money, but they could be reduced or eliminated and the savings used to fund long-term infrastructure replacement.

4. Increase revenue to finance long-term infrastructure replacement. We currently finance street resurfacing costs using a combination of federal transportation grants and revenue from the CIP millage. Together, these two sources are sufficient to fund a long-term street resurfacing program – as long as federal transportation funding continues and the CIP millage is not used to fund other projects.

From 1995 to 2008 we financed our water and sewer replacement costs with water and sewer revenue bonds. In 2008 we determined that our utility rates were insufficient to finance additional debt service costs, so we suspended all water and sewer replacement projects until 2016 when a portion of our current debt will retire. This has allowed us to maintain very competitive water and sewer rates, but it has not provided a sufficient source of funding for long-term infrastructure replacement. Our current water and sewer rates and ready-to-serve charges could be increased in order to fund infrastructure replacement, but this would require a one-time overall increase of approximately 7%.

While there was strong Council support for the fourth option, the Council expressed a desire to phase in the one-time rate increase. We have looked into this matter in greater detail and recommend that Wyoming take the following steps:

1. Utilize \$8 million of Water Fund working capital and construction reserve and \$4 million of Sewer Fund working capital and construction reserve for infrastructure replacement
2. Utilize water and sewer revenue bonds to finance a portion of the needed infrastructure replacement, but maintain the current overall debt limits
3. Increase water and sewer commodity rates by 1% per year for the next six years, in addition to annual cost-of-living rate adjustments, and utilize this additional revenue for infrastructure replacement
4. Review the current and historical ready-to-serve charges and adjust them as necessary. Any resulting increases in the ready-to-serve charges should be utilized for infrastructure replacement, thereby reducing the size of the commodity rate increases.

The 2012 Street & Utility Capital Improvement Program includes all water and sewer capital items over \$50,000 and reflects the above infrastructure financing. We would like to review this with the City Council at their March 12 study session. If they concur with these recommendations, we will prepare a resolution for their approval of the 2012 Street & Utility Capital Improvement Program. The water and sewer commodity rate changes will be addressed as part of the City Council's normal budget review and approval process.

Attachments

Water Fund (\$1,000's)

Fiscal Year	Watermain		WTP		Total		Bonding		Commodity Revenue		Rate Increase		Revenue Increase		CIP Funding Sources			
	Asset/Mgmt.	Amount	Asset/Mgmt.	Amount	Amount	Amount	Current Debt Sched	Debt Retirement	Commodity Revenue	Rate Increase	Revenue Increase	Available WC & CR	Available Bonding	Available Revenue	Total Available for CIP	Surplus or (Shortfall)	Accum Total	
2013	\$900	\$1,200	\$400	\$600	\$1,600	\$48,000	\$0	\$7,900	1%	\$100	\$1,500	\$0	\$100	\$1,600	\$1,600	\$0	\$0	
2014	\$800	\$1,200	\$300	\$900	\$1,500	\$48,000	\$0	\$8,100	1%	\$100	\$1,300	\$0	\$100	\$200	\$1,500	\$0	\$0	
2015	\$2,000	\$1,200	\$1,000	\$1,000	\$2,000	\$47,900	\$100	\$8,300	1%	\$100	\$900	\$0	\$100	\$300	\$1,200	\$0	\$0	
2016	\$1,100	\$1,200	\$1,200	\$1,200	\$1,200	\$47,900	\$0	\$8,500	1%	\$100	\$800	\$0	\$100	\$400	\$1,200	\$0	\$0	
2017	\$1,400	\$1,200	\$1,400	\$1,200	\$1,200	\$47,800	\$100	\$8,800	1%	\$100	\$700	\$0	\$100	\$500	\$1,200	\$0	\$0	
2018	\$1,400	\$1,200	\$1,400	\$1,200	\$1,200	\$47,800	\$0	\$9,100	1%	\$100	\$600	\$0	\$100	\$600	\$1,200	\$0	\$0	
2019	\$1,000	\$1,200	\$1,200	\$1,200	\$1,200	\$47,800	\$0	\$9,400	0%	\$0	\$600	\$0	\$0	\$600	\$1,200	\$0	\$0	
2020	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$47,800	\$0	\$9,700	0%	\$0	\$500	\$0	\$0	\$500	\$1,200	\$0	\$0	
2021	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$47,700	\$100	\$10,000	0%	\$0	\$600	\$0	\$0	\$600	\$1,200	\$0	\$0	
2022	\$1,200	\$1,000	\$1,000	\$1,000	\$1,000	\$47,600	\$100	\$10,300	0%	\$0	\$400	\$0	\$0	\$600	\$1,000	\$0	\$0	
2023	\$2,100	\$0	\$7,500	\$7,500	\$7,500	\$41,100	\$6,500	\$10,600	0%	\$0	\$0	\$6,900	\$0	\$6,900	\$7,500	\$0	\$0	
2024	\$1,600	\$2,900	\$2,900	\$2,900	\$2,900	\$35,900	\$5,200	\$10,900	0%	\$0	\$0	\$5,200	\$0	\$5,200	\$5,800	\$2,900	\$2,900	
2025	\$2,000	\$1,600	\$1,600	\$1,600	\$1,600	\$35,800	\$100	\$11,200	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,900	\$1,900	
2026	\$1,400	\$1,600	\$1,600	\$1,600	\$1,600	\$31,900	\$3,900	\$11,500	0%	\$0	\$0	\$0	\$4,000	\$600	\$4,600	\$3,000	\$4,900	
2027	\$1,400	\$1,600	\$1,600	\$1,600	\$1,600	\$31,800	\$0	\$11,800	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$3,900	\$3,900	
2028	\$1,400	\$1,600	\$1,600	\$1,600	\$1,600	\$27,200	\$4,700	\$12,200	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$1,000	
2029	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$20,100	\$7,100	\$12,600	0%	\$0	\$0	\$0	\$7,100	\$600	\$5,900	\$3,700	\$7,600	
2030	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$21,700	(\$1,600)	\$13,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$6,100	\$13,700	
2031	\$1,700	\$1,600	\$1,600	\$1,600	\$1,600	\$21,700	\$0	\$13,400	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$12,700	
2032	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$21,700	\$0	\$13,800	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$11,700	
2033	\$1,400	\$1,600	\$15,000	\$15,000	\$16,600	\$0	\$21,700	\$14,200	0%	\$0	\$0	\$20,100	\$0	\$600	\$20,700	\$1,000	\$10,700	
2034	\$1,500	\$1,600	\$1,600	\$1,600	\$1,600	\$0	\$0	\$14,200	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$14,800	
2035	\$1,300	\$1,600	\$1,600	\$1,600	\$1,600	\$0	\$0	\$15,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$13,800	
2036	\$1,300	\$1,600	\$1,600	\$1,600	\$1,600	\$0	\$0	\$15,500	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$12,800	
2037	\$1,400	\$1,600	\$1,600	\$1,600	\$1,600	\$0	\$0	\$16,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$11,800	
2037	\$1,400	\$1,600	\$1,600	\$1,600	\$1,600	\$0	\$0	\$16,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$1,000	\$10,800	
Totals	\$35,500	\$35,500	\$23,200	\$23,200	\$58,700		\$48,000			6%	\$8,000	\$48,000	\$13,500	\$69,500	\$10,800			

Sewer Fund (\$1,000's)

Fiscal Years	Sewer Main		CWP		Total		Bonding		Commodity Revenue		Rate Increase		Revenue Increase		CIP Funding Sources			
	Asset/Mgmt.	Amount	Asset/Mgmt.	Amount	Amount	Amount	Current Debt Sched	Debt Retirement	Commodity Revenue	Rate Increase	Revenue Increase	Available WC & CR	Available Bonding	Available Revenue	Total Available for CIP	Surplus or (Shortfall)	Accum Total	
2013	\$500	\$600	\$600	\$600	\$1,200	\$51,300	\$0	\$8,300	1%	\$100	\$1,100	\$0	\$100	\$100	\$1,200	\$0	\$0	
2014	\$200	\$300	\$1,200	\$900	\$1,500	\$51,400	(\$100)	\$8,500	1%	\$100	\$1,300	\$0	\$100	\$200	\$1,500	\$0	\$0	
2015	\$500	\$500	\$1,000	\$1,000	\$1,500	\$51,500	(\$100)	\$8,800	1%	\$100	\$400	\$0	\$100	\$300	\$1,500	\$0	\$0	
2016	\$300	\$700	\$100	\$800	\$900	\$51,600	\$300	\$9,100	1%	\$100	\$400	\$0	\$100	\$400	\$900	\$0	\$0	
2017	\$600	\$700	\$6,900	\$7,600	\$7,600	\$44,200	\$7,400	\$9,400	1%	\$100	\$0	\$7,100	\$0	\$500	\$7,600	\$0	\$0	
2018	\$700	\$300	\$300	\$600	\$600	\$44,200	\$0	\$9,700	1%	\$100	\$0	\$0	\$0	\$600	\$600	\$0	\$0	
2019	\$600	\$500	\$100	\$600	\$600	\$44,300	(\$100)	\$10,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$0	\$0	
2020	\$700	\$400	\$200	\$600	\$600	\$44,400	(\$100)	\$10,300	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$0	\$0	
2021	\$800	\$600	\$600	\$600	\$600	\$44,400	\$0	\$10,600	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$0	\$0	
2022	\$800	\$600	\$600	\$600	\$600	\$44,400	\$0	\$10,900	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$0	\$0	
2023	\$1,200	\$600	\$600	\$600	\$600	\$44,500	(\$100)	\$11,200	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$0	\$0	
2024	\$900	\$800	\$800	\$800	\$800	\$43,000	\$1,500	\$11,500	0%	\$0	\$0	\$1,200	\$0	\$600	\$1,800	\$1,000	\$1,000	
2025	\$1,000	\$900	\$900	\$900	\$900	\$42,700	\$300	\$11,800	0%	\$0	\$0	\$0	\$0	\$600	\$600	\$800	\$800	
2026	\$800	\$800	\$800	\$800	\$800	\$42,400	\$300	\$12,200	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$200)	\$600	
2027	\$800	\$900	\$900	\$900	\$900	\$42,200	\$200	\$12,600	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$300)	\$300	
2028	\$900	\$900	\$900	\$900	\$900	\$41,900	\$300	\$13,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$300)	\$300	
2029	\$1,100	\$1,800	\$1,800	\$1,800	\$1,800	\$39,500	\$2,400	\$13,400	0%	\$0	\$0	\$3,500	\$0	\$600	\$4,100	\$2,300	\$2,300	
2030	\$900	\$1,800	\$1,800	\$1,800	\$1,800	\$38,500	\$1,000	\$13,800	0%	\$0	\$0	\$1,000	\$0	\$600	\$1,600	\$2,300	\$2,100	
2031	\$1,300	\$1,800	\$15,000	\$15,000	\$16,800	\$0	\$38,500	\$14,200	0%	\$0	\$0	\$38,500	\$0	\$600	\$39,100	\$22,300	\$24,400	
2032	\$1,400	\$1,900	\$1,900	\$1,900	\$1,900	\$0	\$0	\$14,600	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$1,300)	\$23,100	
2033	\$1,300	\$1,900	\$1,900	\$1,900	\$1,900	\$0	\$0	\$15,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$1,300)	\$21,800	
2034	\$1,300	\$1,900	\$1,900	\$1,900	\$1,900	\$0	\$0	\$15,500	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$1,300)	\$20,500	
2035	\$2,300	\$2,000	\$2,000	\$2,000	\$2,000	\$0	\$0	\$16,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$1,400)	\$19,100	
2036	\$3,100	\$2,000	\$2,000	\$2,000	\$2,000	\$0	\$0	\$16,500	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$1,400)	\$17,700	
2037	\$3,200	\$2,000	\$2,000	\$2,000	\$2,000	\$0	\$0	\$17,000	0%	\$0	\$0	\$0	\$0	\$600	\$600	(\$1,400)	\$16,300	
Totals	\$27,100	\$27,100	\$25,400	\$25,400	\$52,500		\$51,300			6%	\$4,000	\$51,300	\$13,500	\$68,800	\$16,300			

	Fund	Millage Rate	Fiscal Year										Total
			11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20		
REVENUES AND OTHER SOURCES	CP 2011	CP 2012	CP 2013	CP 2014	CP 2015	CP 2016	CP 2017	CP 2018	CP 2019	CP 2019			
SSWI Millage	3,100	2,900	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	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	1,000	11,440		
Federal/State Grants (Bridge, EDF-A)	0	600	0	900	0	0	0	0	0	0	1,500		
Other Sources	0	0	0	0	0	0	0	0	0	0	0		
Special Assessments	0	0	0	0	0	0	0	0	0	0	0		
Street - Revenue (MTF) Bonds	0	0	0	0	0	0	0	0	0	0	0		
Sewer - Revenue Bonds	0	0	0	0	0	7,100	0	0	0	0	7,100		
Sewer - Working Capital	0	1,200	1,500	1,500	800	500	600	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	4,512	40,419		
Water - Revenue Bonds	0	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	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	4,264	38,467		
Stormwater Development Fees	0	0	0	40	0	0	0	20	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>14,536</b>	<b>143,266</b>		
<b>EXPENDITURES</b>													
Administration Fee to General Fund	370	300	570	500	520	380	600	360	400	400	4,000		
MDOT Routes	0	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	2,000	23,320		
Local Streets	0	1,000	500	250	650	950	750	750	1,000	1,000	5,850		
Stormwater Systems	0	0	0	350	0	0	0	400	200	200	950		
Sanitary Sewer	0	1,200	1,500	1,500	800	7,600	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	1,200	10,300		
Debt Service (Street Projects)	1,164	871	732	624	623	623	540	422	418	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	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	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>14,594</b>	<b>143,723</b>		
Excess, -Deficiency	206	(331)	(252)	(94)	7	(13)	50	28	(58)	(58)	(457)		
Fund	CP 2011	CP 2012	CP 2013	CP 2014	CP 2015	CP 2016	CP 2017	CP 2018	CP 2019	CP 2019			
Fund Balance	500	706	375	123	29	23	73	101	43	43	(457)		

CAPITAL IMPROVEMENT PROJECTS

MAJOR STREETS

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:											
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 36th					
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	
CIP Fund Cash	1,400	1,100	1,390	1,350	1,140	1,000	1,000	1,000	1,000	10,380	

CAPITAL IMPROVEMENT PROJECTS

LOCAL STREETS

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	CP 2019	
Fund	CP 2011	CP 2012	CP 2013	CP 2014	CP 2015	CP 2016	CP 2017	CP 2018	CP 2019	CP 2019	
1	Resurfacing	0	1,000	500	250	650	950	750	1,000	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> <p>60th St, Kenowa - Canal</p> <p>60th St, Burlingame to Clyde Park (KCRC)</p> <p>Roy's Ave, Porter to Chicago Dr.</p> <p>Eden, West of Byron Center</p> <p>Belfield, Martindale - Johanna</p> <p>Martindale, Burton - Belfield</p> <p>Fisher, South of 54th</p> <p>Lee, West of Roys</p> <p>Louisiana, North of 44th</p> <p>Plaster Ck Area, West of Division</p> <p>Hook, North of 28th</p> <p>Leestma, Lee to Chicago Drive</p> </div>											
<b>TOTALS</b>											
Federal Funding (STP, EDF-C, CMAQ)											
Federal/State Grants (Bridge, EDF-A)											
Other Sources											
Special Assessments											
Street Revenue (MTF) Bonds											
CIP Fund Cash											
		0	1,000	500	250	650	950	750	1,000	1,000	5,850













## 2012 Capital Improvement Program

Question Topics from the  
December 8, 2011 Public Information Meeting

### 2012 Project: 56<sup>th</sup> Street Sidewalk, from Bayberry Farms Drive to Byron Center Avenue

Q: Schedule for special assessments and construction

A: If approved by the City Council, special assessment hearings will be held in the spring of 2012 with construction to following in the spring or summer.

Q: Property owner influence on City Council approval

A: The City Council approves or disapproves with input from the residents. A letter will be sent to each property owner seeking their input.

Q: Access from the Bayberry Farms neighborhood to the Kent Trails bikeway.

A: There are currently to connections to the Kent Trails from this neighborhood.

Q: Possible drainage problem south-east of the 56<sup>th</sup> Street / Bayberry Farms Drive intersection

A: Wyoming will investigate this matter.

### 2014: 44<sup>th</sup> Street, from Stafford Avenue to Division Avenue

Q: Drive access to the Ace Hardware site

A: Driveway accessibility will remain essentially the same.

Q: Driveway special assessments

A: Property owners with existing drive approaches that meet Wyoming specifications, will not be specially assessed for new driveways.

### 2014: Division Avenue, from 54<sup>th</sup> Street to 60<sup>th</sup> Street

Q: Project funding

A: This section of Division Avenue was selected for federal funding based upon forecasted traffic volumes and congestion by the Grand Valley Metro Council. The current GVMC traffic model predicts that this street needs to be widened to five-lanes in order to handle future traffic volumes.

Q: Bus Rapid Transit (BRT)

A: The proposed BRT from extend from downtown Grand Rapids to 60<sup>th</sup> Street. The BRT may be extended someday to 68<sup>th</sup> Street. Busses will need to turn-around in the vicinity of 60<sup>th</sup> Street. Any dedicated bus lanes along Division Avenue will create a significant traffic impact, as will any traffic signal timing changes. The BRT may begin operation by 2014. The Rapid can better address the BRT questions.

Q: Widening

A: The proposed five-lane street cross section has not been finalized. Kentwood appears to have sufficient right of way on their side of Division Avenue, Wyoming does not. Wyoming may need to acquire additional right-of-way from adjacent property owners.