

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 6, 2011 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Will Clegg, Wesley Park United Methodist Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of May 16, 2011.
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m.: To receive comment regarding a proposed revision to the Brownfield Plan to facilitate the former GM Site Redevelopment Project.
- 9) Public Comment on Agenda Items (3 minute limit per person)**
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Of Recognition to Krystal Hornecker, Girl Scout Gold Award.
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
No. 39: To Appropriate \$6,776,000 of funds in the Public Safety, Fire and Police Funds to pay for Police and Fire expenditures equal to the amount of revenue received in those funds and to eliminate the transfers out of the Public Safety, Fire and Police Funds to the General Fund.
- 14) Consent Agenda**
 - a) To Appoint Kristian Grant as a Member of the Community Development Committee for the City of Wyoming
 - b) To Reappoint Members to the Construction Board of Appeals for the City of Wyoming
 - c) To Reappoint Members to Boards, Commissions and Committees for the City of Wyoming
 - d) Of Appreciation to Kirk Bloomquist for His Service as a Member of the Planning Commission for the City of Wyoming
 - e) Of Appreciation to Thomas VanderVeen for His Service as a Member of the Community Development Committee for the City of Wyoming
 - f) Of Appreciation to Gerald Snyder for His Service as a Member of the Veterans Memorial Garden Committee for the City of Wyoming
 - g) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

15) Resolutions

- h) Approving a Revised Brownfield Plan and Authorizing and Directing the Filing of Documents Related to the Former GM Site Redevelopment Project
- i) To Approve Charitable Gaming Licenses for Just Do It Again Hoops, the Next Generation
- j) To Approve Charitable Gaming Licenses for the Wyoming-Kentwood Area Chamber Foundation
- k) To Accept Grant Funding Received through the City of Grand Rapids – MET Multi-Jurisdictional Task Force (Budget Amendment No. 38)
- l) To Establish a Moratorium on New Permits for LED/Digital Billboards
- m) To Amend Section 8.01-B of the Wyoming City Council Policies
- n) To Amend Section 8.02-A of the Wyoming City Council Policies

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

- o) To Authorize the Mayor and City Clerk to Execute an Employment Contract between the Administrative and Supervisory Association and the City of Wyoming
- p) To Authorize the Mayor and City Clerk to Execute an Employment Agreement with the City Manager
- q) To Accept a Grant from the State of Michigan Bureau of Elections to Provide Handicapped Accessibility Improvements to Polling Places and to Authorize the Mayor and City Clerk to Sign the Grant Agreement
- r) To Authorize the Mayor and City Clerk to Authorize Payment to Consumers Energy to Relocate Existing Street Lights along Gezon Parkway for the Gordon Foods Project
- s) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area on Aging of Western Michigan, Inc., in Support of Older Adult Transportation
- t) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2011-2012
- u) To Authorize the Mayor and City Clerk to Execute a Lease Agreement with the Grand Rapids Rifle and Pistol Club
- v) Authorizing the Mayor and City Clerk to Execute a Lease Agreement with Pinery Park Little League, Inc. for use of Building in Pinery Park
- w) To Extend an Agreement for Professional Environmental Services
- x) To Accept a Proposal for Software Support Services
- y) To Award a Bid for the Replacement of Oil Tanks (Budget Amendment No. 40)
- z) For Award of Bids
 - 1. Work uniforms & Carhartt Clothing Items
 - 2. Parks & Recreation Brochure Printing Services
 - 3. Roof Top Fall Protection Equipment
 - 4. Chemicals for the Clean Water Plant
 - 5. Chemicals for the Drinking Water Plant
 - 6. Liquid Polymers

17) Ordinances

18) Informational Material

- a) Silver Line Bus Transit Project – Memorandum of Understanding

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

**PROCLAMATION
OF RECOGNITION TO
KRYSTAL HORNECKER**

WHEREAS, Krystal Hornecker of the Girl Scouts of Michigan Shore to Shore Council has earned her Girl Scout Gold Award – the highest award in Girl Scouting, for her project provided for the five high schools in the Wyoming area, and

WHEREAS, Krystal Hornecker prepared a project that would benefit the youth of our community; the project consisted of hosting a career fair for the local high schools; surveying a group of teens in the community, having various organizations provide information about their profession, and creating display boards and brochures relevant to the different careers. Her efforts culminated in a resource notebook to be used by high schools students into the future, and

WHEREAS, Krystal Hornecker’s community service and drive reflect leadership and citizenship skills that set her apart.

NOW, THEREFORE, I, JACK A. POLL, and the members of the Wyoming City Council wish to recognize and commend Krystal Hornecker’s achievement of the Girl Scout Gold Award, in her efforts to help the high school students in our community.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2011

Budget Amendment No. 39

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$6,776,000 of funds in the Public Safety, Fire and Police Funds to pay for police and fire expenditures equal to the amount of revenue received in those funds and to eliminate the transfers out of the Public Safety, Fire and Police Funds to the General Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Transfer from Public Safety Fund 101-699.205	\$2,606,900		\$2,606,900	\$0
Transfer from Fire Fund 101-699.206	\$1,552,200		\$1,552,200	\$0
Transfer from Police Fund 101-699.207	\$2,606,900		\$2,606,900	\$0
Police - Transfers - Transfer to Public Safety Fund 101-305-99900-999.205	\$0	\$2,000,600		\$2,000,600
Police - Transfers - Transfer to Police Fund 101-305-99900-999.207	\$0	\$2,606,900		\$2,606,900
Fire - Transfers - Transfer to Public Safety Fund 101-337-99900-999.205	\$0	\$606,300		\$606,300
Fire - Transfers - Transfer to Fire Fund 101-337-99900-999.206	\$0	\$1,552,200		\$1,552,200
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ -</u>	
<u>Public Safety Fund</u>				
Public Safety - Police - Transfer from Police Department 205-320-30500-999.101	\$0	\$1,998,500		\$1,998,500
Public Safety - Fire - Transfer from Fire Department 205-320-30500-999.101	\$0	\$605,600		\$605,600
Public Safety - Transfers - Transfers to General Fund 205-320-99900-999.101	\$2,604,100		\$2,604,100	\$0
Fund Balance/Working Capital (Fund 205)		<u>\$ -</u>	<u>\$ -</u>	
<u>Fire Fund</u>				
Fire - Fire - Transfer from Fire Department 206-337-33700-999.101	\$0	\$1,552,200		\$1,552,200
Fire - Transfers - Transfer to General Fund 206-337-99900-999.101	\$1,552,200		\$1,552,200	\$0
Fund Balance/Working Capital (Fund 206)		<u>\$ -</u>	<u>\$ -</u>	
<u>Police Fund</u>				
Police - Police - Transfer from Police Department 207-305-30500-999.101	\$0	\$2,606,900		\$2,606,900
Police - Transfers - Transfer to General Fund 207-305-99900-999.101	\$2,606,900		\$2,606,900	\$0
Fund Balance/Working Capital (Fund 207)		<u>\$ -</u>	<u>\$ -</u>	

RESOLUTION NO. _____

RESOLUTION TO APPOINT KRISTIAN GRANT AS A MEMBER OF THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE CITY OF WYOMING

WHEREAS, Kristian Grant has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming, and

WHEREAS, a vacancy exists in a regular term ending June 30, 2013 on the Community Development Committee, and

WHEREAS, it is the desire of the City Council that Kristian Grant be appointed to fill the regular term on the Community Development Committee, now therefore

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan, does hereby appoint Kristian Grant as a member of the Community Development Committee for the City of Wyoming for a regular term ending June 30, 2013.

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

Motion carried: _____ Yeas _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO
THE CONSTRUCTION BOARD OF APPEALS FOR THE CITY OF WYOMING

WHEREAS, the term of office for some members for the Construction Board of Appeals, expires on June 30, 2011, and

WHEREAS, it is the recommendation of the City Manager that the following member be reappointed to serve on the Construction Board of Appeals:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u>	
William Kerby	06/30/2014
Lawrence Wood	06/30/2014

BE IT RESOLVED, that the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals for the City of Wyoming to the term so stated.

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

Motion carried: _____ Yeas _____ 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 in the 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS AND
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS, the term of office for some members of various Boards, Commissions and Committees expires on June 30, 2011, and

WHEREAS, it is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions and Committees for the City of Wyoming, now, therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u> William Branz	06/30/2014
<u>Parks & Recreation Commission</u> Megan Harley Daniel Lavengood	06/30/2014 06/30/2014
<u>Retirement Board</u> James Hake	06/30/2014
<u>Zoning Board of Appeals</u> Rodney Beduhn Garry VandenBerg	06/30/2014 06/30/2014

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

Motion carried: _____ Yeas _____ 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 in the 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO KIRK BLOOMQUIST FOR HIS SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS, Kirk Bloomquist was appointed to the Planning Commission on July 20, 2009, and

WHEREAS, Kirk Bloomquist, as a member of the Planning Commission, gave generously of his time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Kirk Bloomquist for his dedicated service as a member of the Planning Commission.

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

Motion carried: _____ Yeas _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

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

WHEREAS, Thomas VanderVeen was appointed to the Community Development Committee on April 6, 2009, and

WHEREAS, Thomas VanderVeen, as a member of the Community Development Committee gave generously of his time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Thomas VanderVeen for his dedicated service as a member of the Community Development Committee.

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

Motion carried: _____ Yeas _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO GERALD SNYDER
FOR HIS SERVICE AS A MEMBER OF
THE VETERANS MEMORIAL GARDEN COMMITTEE FOR THE CITY OF WYOMING

WHEREAS, Gerald Snyder was appointed to the Veterans Memorial Garden Committee on March 5, 2001, and

WHEREAS, Gerald Snyder, as a member of the Veterans Memorial Garden Committee gave generously of his time and talent to the citizens of Wyoming, now therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, on behalf of the citizens of the City of Wyoming, does hereby express its sincere appreciation to Gerald Snyder for his dedicated service as a member of the Veterans Memorial Garden Committee.

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

Motion carried: _____ Yeas _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS, the City has entered into a contract with Consumers Energy Company which provides for a Consumers Energy Company owned streetlighting system within certain parts of the City, and

WHEREAS, the City desires to have Consumers Energy Company remove one center suspension 250 lumen mercury vapor streetlight and install two 100 lumen high pressure sodium streetlights located at 36th Street SW and US131; now, therefore,

BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached "Authorization for Change in Standard Streetlighting Contract" and the accompanying Consumers Energy Resolution.

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments

Resolution No. _____

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED)

Consumers Energy Company is authorized as of June 6, 2011, by the CITY _____ of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the CITY _____ of WYOMING, dated OCTOBER 20, 1986.

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.
 General Unmetered Experimental Lighting Rate GU-XL as identified in Exhibit B.

Notification Number 1010829087

Construction Work Order Number _____

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated OCTOBER 20, 1986, shall remain in full force and effect.

City of WYOMING

By: _____
Its MAYOR Jack A. Poll

Heidi A. Isakson City Clerk

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City Village Township of WYOMING _____, dated OCTOBER 20, 1986, in accordance with the Authorization for Change in Standard Lighting Contract dated as of June 6, 2011, heretofore submitted to and considered by this Commission Council Board; and

RESOLVED, further, that the MAYOR JACK POLL & HEIDI ISAKSON _____ Clerk be and are authorized to execute such authorization for change on behalf of the City Village Township.

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

I, HEIDI ISAKSON _____, Clerk of the City Village Township of WYOMING _____ do hereby certify that the foregoing resolution was duly adopted by the Commission Council Board of said municipality, at the meeting held on June 6, 2011.

 City Village Township Clerk
Heidi A. Isakson, City Clerk

Dated:

06/06/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION APPROVING A REVISED BROWNFIELD PLAN AND AUTHORIZING
AND DIRECTING THE FILING OF DOCUMENTS RELATED TO
THE FORMER GM SITE REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended, MCL 125.2651 *et seq.* (“Act 381”), the City of Wyoming (the “City”) established the Wyoming Brownfield Plan and the Wyoming Brownfield Redevelopment Financing Authority (the “Authority”); and

WHEREAS, consistent with Act 381, at its meeting of March 21, 2011, the City Council approved a proposed brownfield plan for the Former GM Site Redevelopment project at 300 36th Street, SW, 3838 Clay Avenue, SW, a portion of 301 36th Street, SW, and a portion of 229 36th Street, SW, in the City (the “Site”); and

WHEREAS, a revised Brownfield Plan has been proposed for the Site which clarifies that the Site’s initial taxable value shall be as shown on the assessment roll for 2012, which is the next assessment roll for which equalization will be completed following the date the City Council will include the Site in the Wyoming Brownfield Plan by resolution, adjusts the base tax year for the revised brownfield plan to 2012, sets the initial taxable value at \$10 Million and addresses issues and financing specific to the project, a copy of which is attached as Exhibit A (the “Revised Plan”); and

WHEREAS, at its meeting of May 11, 2011, the Authority approved the Revised Plan and recommended it for City Council approval; and

WHEREAS, the Revised Plan furthers the overall development of the Site by providing for the demolition of the current buildings and others structures on the Site, preparation of the Site for redevelopment, preparation of a baseline environmental assessment, due care plan and interim response activities, and for reimbursement of costs incurred by the developer, the City and the Authority; and

WHEREAS, pursuant to Act 381, prior to considering this resolution to approve the Revised Plan, the City Council held a public hearing on the Revised Plan at which interested parties were provided an opportunity to comment and written communications regarding the Revised Plan were received; and

WHEREAS, in accordance with Act 381, at least 10 days prior to the date of the hearing on the Revised Plan notice was given to each of the taxing jurisdictions levying taxes that might be subject to capture by the Revised Plan and notice of the hearing was also published twice in the *Advance*, the publications of which was not less than 10 nor more than 40 days prior to the hearing; and

WHEREAS, the Revised Plan will require the filing with and approval of Act 381 work plans by the Michigan Economic Growth Authority (“MEGA”), the Michigan Economic Development Corporation (“MEDC”), and the Michigan Department of Environmental Quality (“MDEQ”).

NOW, THEREFORE, it is resolved as follows:

1. The City Council held a public hearing on the Revised Plan on June 6, 2011 at 7:02 p.m., at which time all interested persons were heard and the City Council received and considered written communications with reference to the Revised Plan.
2. The City Council, after carefully considering all views and recommendations, has determined that the Revised Plan constitutes a public purpose.
3. The City Council approves the Revised Plan based on the following considerations:
 - a. The Revised Plan meets the requirements of Section 13 of Act 381.
 - b. The proposed method of financing the costs of eligible activities set forth in the Revised Plan is feasible and the Authority has the ability to arrange the financing.
 - c. The costs of the eligible activities are reasonable and necessary to carry out the purposes of Act 381.
 - d. The amount of captured taxable value estimated to result from adoption of the Revised Plan is reasonable.
4. City staff is authorized and directed to file such work plans and related documentation with the Michigan Economic Growth Authority, the Michigan Economic Development Corporation and the Michigan Department of Environmental Quality, as may from time-to-time be required to implement the Revised Plan.
5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

EXHIBIT A

**BROWNFIELD PLAN
FOR THE FORMER GM SITE REDEVELOPMENT PROJECT**

**WYOMING, MICHIGAN
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN
AMENDMENT NO. 1 (REVISED)**

**FORMER GENERAL MOTORS CORPORATION
GRAND RAPIDS METAL
STAMPING PLANT
36TH STREET AND CLAY AVENUE**

WYOMING BROWNFIELD REDEVELOPMENT AUTHORITY
CONTACT: BARBARA VANDUREN, DEPUTY CITY MANAGER

WYOMING, MICHIGAN
PHONE (616) 530-7226

PREPARED WITH THE ASSISTANCE OF:

Soil and Materials Engineers, Inc.
4705 Clyde Park Avenue SW
Wyoming, Michigan 49509

Approved by the Wyoming Brownfield Redevelopment Authority on May 11, 2011

Approved by the Wyoming City Council on June 6, 2011

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Appendix A - Summary of Tax Increment Financing and Reimbursement of Eligible Activities

Appendix B - Legal Description Described in Section III (G) of this Plan

Appendix C - Map of Property Described in Section III (G) of this Plan

I. INTRODUCTION

A. Plan Purpose

The City of Wyoming Brownfield Redevelopment Authority (Authority; WBRA), duly established by resolution of the Wyoming City Council, pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the municipal limits of the city of Wyoming. This Brownfield Plan Amendment (the Plan) is intended to amend the WBRA's Brownfield Plan to include the eligible property known as the former General Motors Corporation (GM) Grand Rapids Metal Stamping Plant comprised of four parcels located within the city of Wyoming (the Property). The Property includes four parcels of land located within the boundaries of the city of Wyoming, Michigan. The Property parcels are either a Facility or adjacent and/or contiguous to a Facility as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Michigan Public Act 451 of 1994, as amended.

This Plan will allow the WBRA to capture tax increment revenues to offset its administrative costs and reimburse Thunder Ventures LLC for the costs of eligible environmental and non-environmental activities required to prepare the Property for safe redevelopment and reuse (see Section III). There is no intention to seek Michigan Business Tax (MBT) Brownfield Redevelopment credits for the current phase of the project. The proposed redevelopment of the Property will only be financially viable if the tax increment revenues can be captured and used as detailed in this Plan.

B. Subject Property

The Property subject to this Plan is located in the city of Wyoming, along 36th Street SW between Clay Avenue SW and Buchanan Avenue SW. The Property has a total land area of approximately 88.5 acres and is comprised of the following four parcels:

- 229 36th Street SW (tax identification number 41-17-13-455-049)
- 300 36th Street SW (tax identification number 41-17-24-201-007)
- 301 36th Street SW (tax identification number 41-17-13-455-050)
- 3838 Clay Avenue SW (tax identification number 41-17-24-178-007)

The legal descriptions of each parcel comprising the Property are included in Appendix B.

The Property is currently identified as the former GM Grand Rapids Metal Stamping Plant and is developed with the following buildings: Main Manufacturing Building (~2,000,000 square feet), Wastewater Treatment Plant (WWTP), Press Staging Building, Primary Switch House, Power House, Baler House, Rack Make-Up Building, and multiple pump houses and other ancillary structures. The site is served by railroad

sidings and large parking lots. The remainder of the Property is paved or landscaped. The Property boundaries and features are shown on Figure 1 in Appendix C.

The Property was first developed in 1936 with construction of the 436,000 square-foot Plant No. 1 of the Grand Rapids Stamping Division of Fisher Body. As of 2009, numerous renovations and additions had increased the plant size to over two million square feet. The plant was used to manufacture doors, hoods, fenders, and other automotive body parts throughout its operational history, except during World War II. During the war, the plant manufactured artillery and anti-aircraft weapons and parts, 155 mm artillery shells, and parts for numerous tanks and airplanes, including the B-25 and B-29 bombers.

The plant was used primarily for metal fabrication and assembly. Principal manufacturing processes included tool and die operations, blanking, metal stamping, and component assembly. Historical operations also included liquid and vapor degreasing (chlorinated solvents), electro-plating, coating, painting, heat treating, acetylene gas generation, and scrap metal handling. Ancillary activities included receipt and storage of raw materials, generation and management of non-hazardous and hazardous wastes, used oil recovery and management, equipment maintenance, power generation, wastewater treatment, and scrap metal handling. The plant ceased operations in 2009.

The Property is eligible for inclusion in this Plan because the 229, 300, and 301 36th Street SW parcels are facilities, and the remaining parcel (3838 Clay Avenue SW) is adjacent to these facilities. Results of historical soil and groundwater sampling activities at the Property are summarized in a 2010 Current Conditions Report prepared by Conestoga-Rovers & Associates and a 2011 Baseline Environmental Assessment prepared by Soil and Materials Engineers, Inc. The known contamination on the 300 36th Street SW parcel includes tetrachloroethene, trichloroethene, vinyl chloride, arsenic, chromium, iron, lead, manganese, and various polycyclic aromatic hydrocarbons (PAHs) in soil and/or groundwater at concentrations that exceed Part 201 Generic Residential Cleanup Criteria. Trichloroethene is present in groundwater on the 301 36th Street SW parcel at a concentration that exceeds Part 201 Generic Residential Cleanup Criteria, and benzo(a)pyrene and arsenic are present in soil on the 229 36th Street SW parcel at concentrations that exceed Part 201 Generic Residential Cleanup Criteria.

C. Project Description

Motors Liquidation Company (MLC) currently owns the Property. Thunder Ventures LLC has entered into a development agreement with the WBRA and the City of Wyoming (the City), which includes arranging for the transfer of the Property to the WBRA. Thunder Ventures LLC will be responsible for overseeing above-grade, pre-demolition, environmental response activities; asbestos abatement; demolition of above-grade structures and site utilities, and site restoration. MLC is responsible for remediation of soil and groundwater contamination.

Thunder Ventures LLC and the WBRA have partnered with The Right Place to attract companies to build manufacturing facilities on the Property. At the time this Plan was

prepared, no companies with specific redevelopment plans for the Property had been identified. However, in 2010, the City created a Reuse Concept Plan that included multiple buildings ranging in size from 15,000 square feet to 160,000 square feet, as well as roads, paved parking, and landscaping elements. The Reuse Concept Plan was used to develop an estimate of future taxable value of the Property.

The successful implementation of the site marketing program and subsequent redevelopment requires the site to be prepared by demolition of the existing structures and safely restoring the site to a level surface. The removal of asbestos and other above-grade hazardous substances is necessary for the safe and compliant demolition of site structures and disposition of demolition materials and wastes. The costs Thunder Ventures LLC will incur to prepare the Property for redevelopment are \$11,487,580.

This project is important to the City and its citizens for the following reasons:

- 1) Risks to human health and the environment will be reduced through environmental response and structure removal actions taken during preparation of the Property for redevelopment.
- 2) Removal of the existing plant and other functionally obsolete structures will assist in attracting modern advanced manufacturing companies who require less operational space and will be attracted to a visually attractive site.
- 3) The site will be the largest urban property available for industrial redevelopment in West Michigan;
- 4) The Property will have numerous advantages over other sites in the Midwest as a result of this project, including the availability of various economic development incentives (e.g., tax abatements, grant funding), updated high-tech infrastructure (e.g., new roads, utilities, rail enhancements), the available of mass transit service, and access to a highly skilled and readily available work force.

The WBRA and Thunder Ventures LLC will use tax increment revenues for reimbursement of the costs of eligible environmental and non-environmental activities that will be incurred to prepare the Property for redevelopment and safe reuse. The proposed eligible activities are described in Section III.A.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. Description of Costs to Be Paid With Tax Increment Revenues and Summary of Eligible Activities

Reimbursements will be made to Thunder Ventures LLC, the WBRA, and the City for the costs of eligible environmental and non-environmental activities required to prepare the Property for redevelopment. A Reimbursement Agreement among Thunder Ventures LLC, the City and the WBRA (the “Reimbursement Agreement”) will govern distribution of tax increment revenues.

Eligible environmental activities included in this Plan are due care and additional environmental response activities. Eligible non-environmental activities include asbestos abatement, demolition, and site preparation. Administrative and operating expenses incurred by the WBRA are also included in this Plan. The eligible activities and related costs included in this Plan are presented in the following table.

Eligible Activities	Total Cost
<u>ENVIRONMENTAL ACTIVITIES</u>	
-	
Due Care Activities	\$8,000
Additional Response Activities	\$3,328,000
15% Contingency	\$500,400
TOTAL ENVIRONMENTAL COSTS	\$3,836,400
<u>NON-ENVIRONMENTAL ACTIVITIES</u>	
Asbestos Abatement	\$2,198,600
Demolition	\$3,333,800
Site Preparation	\$1,120,800
15% Contingency	\$997,980
TOTAL NON-ENVIRONMENTAL COSTS	\$7,651,180
WBRA Administrative and Operating Expenses	\$1,500,000
TOTAL ELIGIBLE ACTIVITIES COSTS	\$12,987,580

Eligible activities will be reimbursed with captured tax increment revenues from local and school operating taxes. It is acknowledged education tax capture will require approval of one or more Act 381 Work Plans approved by the Michigan Department of Environmental Quality (MDEQ) and the Michigan Economic Growth Authority (MEGA). Costs for certain eligible activities conducted prior to approval of this Plan, and costs for those eligible activities contained in Act 381 Work Plans not approved by MDEQ or MEGA will be reimbursed with captured tax increment revenues from local taxes in accordance with Act 381. The total amount of eligible costs that will be reimbursed under this Plan shall be capped at one of the following limits, whichever is attained at the earliest date: 1) reimbursement of all eligible costs, or 2) total capture period equal to 30 years.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature and extent of environmental, non-environmental and other unknown conditions encountered on the Property. The actual reimbursable costs of those eligible activities encompassed by this Plan shall be governed by the Act 381 Work Plans and the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381. The Reimbursement Agreement, the Act 381 Work Plans, and this Plan will dictate the total cost of eligible activities subject to payment, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the limits set forth above. As long as the total cost limit is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the Wyoming City Council, to the extent the adjustments do not violate the terms of the Act 381 Work Plan and Amendments approved by the MDEQ or MEGA or the Reimbursement Agreement.

B. Estimate of Captured Taxable Value and Tax Increment Revenues

This Plan anticipates the capture of incremental local and school tax revenues generated from real property to reimburse Thunder Ventures LLC for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. The Property will be transferred to the WBRA in May 2011. While under the ownership of the WBRA, the taxable value of the Property will be zero and there will be no incremental taxes generated on the Property. For the purposes of this Plan, the City's Reuse Concept Plan was used to estimate future taxable value of the real property after redevelopment; an estimate of the future taxable value of personal property has not been calculated at this time. The estimated proportional captured taxable value and tax increment revenues for the eligible real property, cumulatively and for each year of the plan, are presented in Table 1, Appendix A. The distribution of cash flows to pay for eligible environmental, non-environmental, and administrative costs is also provided in Table 1.

The taxable value of the real property as of 2012 (the next assessment roll), the base taxable value, will be \$1,000,000. The estimated taxable value of the real property

following completion of the conceptual redevelopment in 2016 is \$17,351,338 in 2011 dollars. A 0% annual increase in taxable value has been used to project annual taxable values thereafter. This approach results in a conservative estimate of the time needed to capture tax increment revenues sufficient to reimburse all eligible costs.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until the eligible brownfield costs are repaid or 30 years, whichever is shorter.

C. Method of Financing Plan Costs and Description of Advances by the Municipality

Thunder Ventures LLC is responsible for financing the costs of eligible activities included in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan are intended to authorize the WBRA to fund such reimbursements as and when the WBRA receives tax increment revenues and does not obligate the WBRA or the City to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan. Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan and the Act 381 Work Plans.

D. Maximum Amount of Note or Bonded Indebtedness

No notes or bonded indebtedness is required or contemplated at this time. However, the WBRA and the City reserve the discretion to issue bonds for infrastructure costs.

E. Duration of Brownfield Plan

The duration of this Plan for the Property shall not exceed the shorter of the following:

- Reimbursement of all eligible costs, or
- 30 years total tax capture after the first year of tax capture under this Plan.

The date for beginning tax capture is estimated to be 2015, but will depend on actual redevelopment of the Property, and may be otherwise amended by the WBRA.

F. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

Tax increment revenues generated by redevelopment of the Property will be captured by the WBRA until all incurred eligible brownfield redevelopment costs are reimbursed. The impact of the WBRA incremental tax capture on local taxing authorities is presented in Table 1 (Appendix A).

G. Legal Description, Property Map, and Characteristics of Eligible Property

The Property is comprised of the following four parcels of land:

- 229 36th Street SW (tax identification number 41-17-13-455-049)
- 300 36th Street SW (tax identification number 41-17-24-201-007)
- 301 36th Street SW (tax identification number 41-17-13-455-050)
- 3838 Clay Avenue SW (tax identification number 41-17-24-178-007)

The legal descriptions of these parcels are included in Appendix B. A map depicting the site location and current Property features is included in Appendix C. The Property qualifies as an eligible property because the 229, 300, and 301 36th Street SW parcels are “facilities” as defined in Part 201 of NREPA, and the remaining parcel (3838 Clay Avenue SW) is adjacent to these facilities.

H. Estimates of Residents and Displacement of Families

No persons reside at the Property and no families or individuals will be displaced as a result of this project. No occupied residences will be involved in the redevelopment of the Property. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. Plan for Relocation of Displaced Persons

No persons will be displaced as a result of this project. Therefore, a plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. Provisions for Relocation Costs

No persons will be displaced as result of this project and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Plan.

K. Strategy for Compliance with Michigan’s Relocation Assistance Law

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Plan.

L. Description of Proposed Use of Local Site Remediation Revolving Fund (LSRRF)

No funds from the WBRA Local Site Remediation Revolving Fund (LSRRF) will be used to finance or reimburse eligible activities described in this Brownfield Plan, and no incremental taxes will be captured for deposit in the LSRRF. Subsequent amendments to this Plan will detail incremental tax capture for deposit in the LSRRF, if applicable.

M. Other Material that the Authority or Governing Body Considers Pertinent

At this time, there is no other material that the Authority or governing body considers pertinent.

Appendix A

Summary of Tax Increment Financing and Reimbursement of Eligible Activities

**TABLE 1
IMPACT ON TAXING JURISDICTIONS AND TAX INCREMENT DISTRIBUTION SCHEDULE
FORMER GM GRAND RAPIDS METAL STAMPING PLANT
300 36th STREET SW, WYOMING**

IMPACT ON TAXING JURISDICTIONS																								
TAXABLE VALUE OF PROPERTY	Year																							
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
PROPERTY VALUATIONS																								
Base Real Taxable Value (2012)	\$1,000,000																							
Projected Annual Increase in Taxable Value - Real	-	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Future Projected Taxable Value - Real	-	-	\$0	\$0	\$0	\$8,400,000	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	\$17,351,338	
Incremental Taxable Value - Real	-	-	\$0	\$0	\$0	\$7,400,000	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	\$16,351,338	
IMPACT ON JURISDICTIONS																								
AD VALOREM TAXING AUTHORITIES	Industrial Millage Summary (\$/1 valuation) (2010)				AVAILABLE TAX INCREMENT CAPTURE																			
	Real Property	Available for Capture (Real)	Personal Property	Available for Capture (Personal)																				
City	0.01188730	0.01188730	0.01188730	0.01188730	-	-	\$0	\$0	\$0	\$87,966	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	\$194,373	
Transit	0.00112000	0.00112000	0.00112000	0.00112000	-	-	\$0	\$0	\$0	\$8,288	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	\$18,313	
KISD	0.00469030	0.00469030	0.00469030	0.00469030	-	-	\$0	\$0	\$0	\$34,708	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	\$76,693	
Grand Rapids Community College (GRCC)	0.00178650	0.00178650	0.00178650	0.00178650	-	-	\$0	\$0	\$0	\$13,220	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	\$29,212	
Library	0.00088000	0.00088000	0.00088000	0.00088000	-	-	\$0	\$0	\$0	\$6,512	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	\$14,389	
Kent County	0.00539400	0.00539400	0.00539400	0.00539400	-	-	\$0	\$0	\$0	\$39,916	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	\$88,199	
Local Only Total	0.02575810	0.02575810	0.02575810	0.02575810	-	-	\$0	\$0	\$0	\$190,610	\$421,179													
State School Operating Tax	0.02194000	0.02194000	0.00394000	0.00394000	-	-	\$0	\$0	\$0	\$162,356	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	\$358,748	
State Education Tax	0.00600000	0.00600000	0.00000000	0.00000000	-	-	\$0	\$0	\$0	\$44,400	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	\$98,108	
State Total	0.02794000	0.02794000	0.00394000	0.00394000	-	-	\$0	\$0	\$0	\$206,756	\$456,856													
Total Capture	0.05369810	0.05369810	0.02969810	0.02969810	-	-	\$0	\$0	\$0	\$397,366	\$878,036													
Total local tax captured for non-Act 381 designated tax increment capture plans							\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Percentage⁽¹⁾ of local taxes captured for Act 381 designated plans							-	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Percentage of state school taxes captured							-	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
LOCAL AND STATE SCHOOL TAX INCREMENT DISBURSEMENT																								
	Totals	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
REIMBURSEMENT OF BRA ADMINISTRATION COSTS																								
Annual WBRA Operations Costs ⁽²⁾	\$1,500,000	-	-	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
REIMBURSEMENT OF ELIGIBLE ACTIVITIES																								
Environmental Activities																								
Local Tax Increment Reimbursement	\$1,840,258			\$0	\$0	\$0	\$90,610	\$321,179	\$321,179	\$321,179	\$321,179	\$321,179	\$143,751	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State School Tax Increment Reimbursement	\$1,996,142			\$0	\$0	\$0	\$206,756	\$456,856	\$456,856	\$456,856	\$418,817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REIMBURSEMENT (Eligible Costs + Interest)	\$3,836,400	\$0	\$0	\$0	\$0	\$0	\$297,366	\$778,036	\$778,036	\$778,036	\$739,996	\$321,179	\$143,751	\$0										
Remaining Eligible Environmental Brownfield Costs to be Reimbursed - Local Tax		\$1,661,666	\$1,840,258	\$1,840,258	\$1,840,258	\$1,840,258	\$1,749,648	\$1,428,469	\$1,107,290	\$786,110	\$464,931	\$143,751	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Interest (previous year's remaining eligible costs) - Local Tax @ 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Remaining Eligible Environmental Brownfield Costs to be Reimbursed - State School Tax		\$1,802,421	\$1,996,142	\$1,996,142	\$1,996,142	\$1,996,142	\$1,789,386	\$1,332,529	\$875,673	\$418,817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Interest (previous year's remaining eligible costs) - State School Tax @ 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Non-Environmental Activities																								
Local Tax Increment Reimbursement	\$3,670,146			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$177,428	\$321,179	\$321,179	\$321,179	\$321,179	\$321,179	\$321,179	\$321,179	\$321,179	\$321,179	\$280,924	
State School Tax Increment Reimbursement	\$3,981,034			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,040	\$456,856	\$456,856	\$456,856	\$456,856	\$456,856	\$456,856	\$456,856	\$456,856	\$456,856	\$288,143	\$0	\$0	
TOTAL REIMBURSEMENT (Eligible Costs + Interest)	\$7,651,180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,040	\$456,856	\$634,284	\$778,036	\$778,036	\$778,036	\$778,036	\$778,036	\$778,036	\$609,323	\$321,179	\$321,179	\$280,924	
Remaining Eligible Non-Environmental Brownfield Costs to be Reimbursed - Local Tax		\$3,058,905	\$3,670,146	\$3,670,146	\$3,670,146	\$3,670,146	\$3,670,146	\$3,670,146	\$3,670,146	\$3,670,146	\$3,670,146	\$3,670,146	\$3,492,718	\$3,171,538	\$2,850,359	\$2,529,180	\$2,208,000	\$1,886,821	\$1,565,641	\$1,244,462	\$923,283	\$602,103	\$280,924	
Interest (previous year's remaining eligible costs) - Local Tax @ 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Remaining Eligible Non-Environmental Brownfield Costs to be Reimbursed - State School Tax		\$3,318,017	\$3,981,034	\$3,981,034	\$3,981,034	\$3,981,034	\$3,981,034	\$3,981,034	\$3,981,034	\$3,981,034	\$3,942,994	\$3,486,138	\$3,029,282	\$2,572,425	\$2,115,569	\$1,658,712	\$1,201,856	\$745,000	\$288,143	\$0	\$0	\$0	\$0	
Interest (previous year's remaining eligible costs) - State School Tax @ 0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
LOCAL SITE REMEDIATION REVOLVING FUND																								
Local Tax Increment Capture	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
MDEQ State School Tax Increment Capture (not to exceed MDEQ approved state school tax capture total) ⁽³⁾	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

⁽¹⁾ Includes cumulative local increment from all Act 381 designated tax increment capture plans (DDA, TIFA, LDFA)

⁽²⁾ Annual WBRA administrative and operating expenses have been set at \$100,000; local tax increment only.

⁽³⁾ MEDC/MEGA approved state school taxes are not eligible for deposit into the revolving fund. MDEQ approved state school taxes are eligible but are capped at the amount of school tax capture approved for eligible activity reimbursement.

Appendix B

Legal Description Described in Section III (G) of this Plan

General Property Information

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Parcel: 41-17-24-201-007

Property Address	[collapse]
300 36TH ST SW WYOMING, MI 49548	

Owner Information	[collapse]
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202	Unit: 93

Taxpayer Information	[collapse]
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202	

General Information for Tax Year 2011				[collapse]
Property Class:	301	Assessed Value:	\$4,000,000	
School District:	41020 - GODWIN SD	Taxable Value:	\$4,000,000	
State Equalized Value:	41020	Map #	I	
User Number Idx	\$4,000,000	Date of Last Name Chg:	06/04/2007	
	1	Date Filed:		
		Notes:	N/A	
Principal Residence Exemption	May 1st	Final		
2011	0.0000 %	-		
2010	0.0000 %	0.0000 %		
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable	
2010	\$4,815,400	\$4,815,400	\$4,815,400	
2009	\$11,557,000	\$11,557,000	\$11,557,000	

Land Information				[collapse]
	Frontage		Depth	
Lot 1:	0.00 Ft.		0.00 Ft.	
Lot 2:	0.00 Ft.		0.00 Ft.	
Lot 3:	0.00 Ft.		0.00 Ft.	
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.	
Acreage:	75.00			
Zoning Code:	I2			
Land Value:	\$5,553,900	Mortgage Code:	00811	
Land Improvements:	\$0	Lot Dimensions/Comments:		

Renaissance Zone:	NO
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	610 - 610.GM Plants

Legal Information for 41-17-24-201-007 [collapse]

Y941A: THAT PART OF W 1/2 NE 1/4 LYING E OF OF E LINE OF CONRAIL RR R/W & LYING S OF SLY LINE OF 36TH ST EX COM AT INT OF S LINE OF NE 1/4 & W LINE OF BUCHANAN AVE TH N 87D 59M 30S W ALONG E & W 1/4 LINE 828.27 FT TH N 47D 10M 30S E 46.67 FT TO N LINE OF S 33 FT OF NE 1/4 TH S 87D 49M 30S E 695.3 FT TH NELY 125.8 FT ALONG A 101.8 FT RAD CURVE LT /LONG CHORD BEARS N 56D 46M 24S E 117.95 FT/ TO W LINE OF SD AVE TH SLY 101.4 FT TO BEG. SEC 24 T6N R12W 74.92 A. ALSO LOTS 147 TO 152 INCL & PART OF LOTS 144 145 146 153 154 & 155 & PART OF VACATED PORTIONS OF FLOYD ST & 40TH ST & DR LYING W OF LOTS 148 & 149 ALL BEING DESC AS - COM AT NW COR OF SD PLAT TH S 87D 49M 30S E ALONG N LINE OF SD PLAT 358.58 FT TO WLY LINE OF RELOCATED STAFFORD AVE TH SWLY ALONG WLY LINE OF SD AVE 37.04 FT ALONG A 165.0 FT RAD CURVE LT /LONG CHORD BEARS S 48D 52M 25S W 36.97 FT TH S 42D 26M 30S W ALONG SD WLY LINE 243.88 FT TH SWLY ALONG SD WLY LINE 117.22 FT ALONG A 290.59 FT RAD CURVE LT /LONG CHORD BEARS S 30D 53M 08S W 116.42 FT/ TO A PT 16.51 FT S 0D 02M 30S E & 0.43 FT S 87D 49M 30S E FROM SW COR OF LOT 146 TH N 87D 49M 30S W PAR WITH S LINE OF LOT 148 & SD S LINE EXT 132.43 FT TO W LINE OF SD PLAT TH N 313.78 FT M/L TO BEG. MCQUEEN DOYLE PARK NO.1

Sales Information

0 sale record(s) found.						
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page

Building Information

1 building(s) found.			
Description	Floor Area	Yr Built	Est. TCV
<input type="checkbox"/> Commercial/Industrial Building 1 - <i>Industrial, Heavy Manufacturing</i>	1926160 Sq. Ft.	0	\$189,140,768

General Information			
Floor Area:	1926160 Sq. Ft.	Estimated TCV:	\$189,140,768
Occupancy:	Industrial, Heavy Manufacturing	Class:	C
Stories Above Ground:	1	Average Story Height:	35
Basement Wall Height:	N/A	Year Remodeled:	0
Year Built:	0	Heat:	Zoned A.C. Warm & Cooled Air
Percent Complete:	100%	Functional Percent Good:	100%
Physical Percent Good:	93%	Effective Age:	5 yrs.
Economic Percent Good:	100%		

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General Property Information

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Parcel: 41-17-13-455-050

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301 36TH ST SW WYOMING, MI 49548	

Owner Information	[collapse]
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202	Unit: 93

Taxpayer Information	[collapse]
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202	

General Information for Tax Year 2011	[collapse]																							
<table style="width:100%"> <tr> <td>Property Class:</td> <td>301</td> <td>Assessed Value:</td> <td>\$377,600</td> </tr> <tr> <td>School District:</td> <td>41020 - GODWIN SD</td> <td>Taxable Value:</td> <td>\$368,856</td> </tr> <tr> <td>State Equalized Value:</td> <td>41020</td> <td>Map #</td> <td>I</td> </tr> <tr> <td>User Number Idx</td> <td>\$377,600</td> <td>Date of Last Name Chg:</td> <td>02/22/2010</td> </tr> <tr> <td></td> <td>0</td> <td>Date Filed:</td> <td></td> </tr> <tr> <td></td> <td></td> <td>Notes:</td> <td>N/A</td> </tr> </table>	Property Class:	301	Assessed Value:	\$377,600	School District:	41020 - GODWIN SD	Taxable Value:	\$368,856	State Equalized Value:	41020	Map #	I	User Number Idx	\$377,600	Date of Last Name Chg:	02/22/2010		0	Date Filed:				Notes:	N/A
Property Class:	301	Assessed Value:	\$377,600																					
School District:	41020 - GODWIN SD	Taxable Value:	\$368,856																					
State Equalized Value:	41020	Map #	I																					
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	0	Date Filed:																						
		Notes:	N/A																					
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Principal Residence Exemption	May 1st	Final																						
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Land Information	[collapse]														
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	Frontage	Depth													
Lot 1:	0.00 Ft.	0.00 Ft.													
Lot 2:	0.00 Ft.	0.00 Ft.													
Lot 3:	0.00 Ft.	0.00 Ft.													
Total Frontage:	0.00 Ft.	Average Depth: 0.00 Ft.													
<table style="width:100%"> <tr> <td>Acreage:</td> <td>5.84</td> </tr> <tr> <td>Zoning Code:</td> <td>P1</td> </tr> <tr> <td>Land Value:</td> <td>\$509,094</td> </tr> <tr> <td>Land Improvements:</td> <td>\$0</td> </tr> </table>	Acreage:	5.84	Zoning Code:	P1	Land Value:	\$509,094	Land Improvements:	\$0	<table style="width:100%"> <tr> <td>Mortgage Code:</td> <td></td> </tr> <tr> <td>Lot Dimensions/Comments:</td> <td></td> </tr> </table>	Mortgage Code:		Lot Dimensions/Comments:			
Acreage:	5.84														
Zoning Code:	P1														
Land Value:	\$509,094														
Land Improvements:	\$0														
Mortgage Code:															
Lot Dimensions/Comments:															

Renaissance Zone:	NO
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	610 - 610.GM Plants

Legal Information for 41-17-13-455-050 [collapse]

411713455050 LOT 833 EX N 9 FT ALSO LOTS 834 & 835 ALSO LOTS 842 & 843 ALSO LOT 844 EX N 9 FT ALSO LOT 883 EX N 9 FT ALSO LOT 884 & 885 ALSO THAT PART OF LOT 886 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF LOTS 887 TO 891 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOTS 892 & 893 ALSO LOT 894 EX N 9 FT ALSO LOT 922 ALSO THAT PART OF LOT 923 LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO THAT PART OF VACATED PORTION OF HILL CROFT AVE /60 FT WIDE/ DESC AS - COM 249 FT N ALONG E LINE OF SD AVE FROM SW COR OF LOT 891 TH S ALONG SD E LINE TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED AVE TH N ALONG SD W LINE TO A PT 249 FT N ALONG SD W LINE FROM SE COR OF LOT 923 TH E TO BEG ALSO THAT PART OF VACATED PORTION OF BIRCHWOOD AVE /60 FT WIDE/ DESC AS - COM AT SE COR OF LOT 885 TH N ALONG W LINE OF SD VAC AVE 122 FT TH E TO A PT ON E LINE OF SD VACATED AVE 122 FT N ALONG SD E LINE FROM SW COR OF LOT 842 TH S ALONG E LINE OF SD VACATED ST TO N LINE OF 36TH ST /100 FT WIDE/ TH W ALONG SD N LINE TO W LINE OF SD VACATED ST TH N TO BEG * HOME ACRES NO.2 SPLIT ON 07/02/2009 FROM 41-17-13-455-044, 41-17-13-455-046, 41-17-13-455-048;

Land Divison Act Information [collapse]

Date of Last Split/Combine:	07/02/2009	Number of Splits Left:	0
Date Form Filed:		Unallocated Div.s of Parent:	0
Date Created:	07/02/2009	Unallocated Div.s Transferred:	0
Acreage of Parent:	0.00	Rights Were Transferred?	NO
Split Number:	0	Courtesy Split?	NO
		Parent Parcel:	41-17-13-455-044

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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Building Information

1 building(s) found.

Description	Floor Area	Yr Built	Est. TCV
<input type="checkbox"/> Commercial/Industrial Building 1 -	0 Sq. Ft.	0	\$246,093

General Information			
Floor Area:	0 Sq. Ft.	Estimated TCV:	\$246,093
Occupancy:		Class:	C
Stories Above Ground:	0	Average Story Height:	0
Basement Wall Height:	N/A	Year Remodeled:	0
Year Built:	0	Heat:	No Heating or Cooling
Percent Complete:	100%	Functional Percent Good:	100%
Physical Percent Good:	100%	Effective Age:	0 yrs.
Economic Percent Good:	100%		

****Disclaimer:** BS&A Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.
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General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 41-17-13-455-049

Property Address	[collapse]
229 36TH ST SW WYOMING, MI 49548	

Owner Information	[collapse]
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202	Unit: 93

Taxpayer Information	[collapse]
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202	

General Information for Tax Year 2011	[collapse]												
Property Class: 302 School District: 41020 - GODWIN SD State Equalized Value: \$14,900 User Number Idx: 1	Assessed Value: \$14,900 Taxable Value: \$11,694 Map #: I Date of Last Name Chg: 06/04/2007 Date Filed: Notes: N/A												
Principal Residence Exemption	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">May 1st</td> <td style="text-align: center;">Final</td> </tr> <tr> <td>2011 0.0000 %</td> <td>-</td> </tr> <tr> <td>2010 0.0000 %</td> <td>0.0000 %</td> </tr> </table>	May 1st	Final	2011 0.0000 %	-	2010 0.0000 %	0.0000 %						
May 1st	Final												
2011 0.0000 %	-												
2010 0.0000 %	0.0000 %												
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Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable										
2010	\$16,000	\$16,000	\$11,499										
2009	\$15,700	\$15,700	\$11,534										

Land Information	[collapse]																				
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="text-align: center;">Frontage</td> <td style="width: 40%;"></td> <td style="text-align: center;">Depth</td> </tr> <tr> <td>Lot 1:</td> <td>0.00 Ft.</td> <td></td> <td>76.00 Ft.</td> </tr> <tr> <td>Lot 2:</td> <td>0.00 Ft.</td> <td></td> <td>76.00 Ft.</td> </tr> <tr> <td>Lot 3:</td> <td>0.00 Ft.</td> <td></td> <td>76.00 Ft.</td> </tr> <tr> <td>Total Frontage:</td> <td>0.00 Ft.</td> <td style="text-align: center;">Average Depth:</td> <td>0.00 Ft.</td> </tr> </table>		Frontage		Depth	Lot 1:	0.00 Ft.		76.00 Ft.	Lot 2:	0.00 Ft.		76.00 Ft.	Lot 3:	0.00 Ft.		76.00 Ft.	Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.	
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Lot 2:	0.00 Ft.		76.00 Ft.																		
Lot 3:	0.00 Ft.		76.00 Ft.																		
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.																		
Acreage: 0.19 Zoning Code: R2 Land Value: \$16,398 Land Improvements: \$0	Mortgage Code: 00811 Lot Dimensions/Comments:																				

Renaissance Zone:	NO
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	600 - 600.Ind. Vacant

Legal Information for 41-17-13-455-049 [collapse]

PART OF LOT 841 & PART OF VACATED PORTION OF BIRCHWOOD AVE DESC AS - COM AT NE COR OF LOT 841 TH W ALONG N LOT LINE & SD N LOT LINE EXT W TO CL OF SD VACATED AVE TH S ALONG SD CL TO N LINE OF 36TH ST/100 FT WIDE/TH E ALONG SD N LINE TO E LINE OF LOT 841 TH W TO BEG * HOME ACRES NO 2

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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Building Information

1 building(s) found.

Description	Floor Area	Yr Built	Est. TCV
<input type="checkbox"/> Commercial/Industrial Building 1 -	0 Sq. Ft.	0	\$13,484

General Information			
Floor Area:	0 Sq. Ft.	Estimated TCV:	\$13,484
Occupancy:		Class:	C
Stories Above Ground:	0	Average Story Height:	0
Basement Wall Height:	N/A	Year Remodeled:	0
Year Built:	0	Heat:	No Heating or Cooling
Percent Complete:	100%	Functional Percent Good:	100%
Physical Percent Good:	90%	Effective Age:	5 yrs.
Economic Percent Good:	100%		

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General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 41-17-24-178-007

Property Address	[collapse]
3838 CLAY AVE SW WYOMING, MI 49548	

Owner Information	[collapse]
CHEVROLET-PONTIAC-CANADA PO BOX 9024 DETROIT, MI 48202	Unit: 93

Taxpayer Information	[collapse]
GENERAL MOTORS CORP MC 482C14C66 PO BOX 9024 DETROIT, MI 48202	

General Information for Tax Year 2011				[collapse]
Property Class:	302	Assessed Value:	\$510,900	
School District:	41020 - GODWIN SD	Taxable Value:	\$482,092	
State Equalized Value:	\$510,900	Map #	I	
User Number Idx	1	Date of Last Name Chg:	06/04/2007	
		Date Filed:		
		Notes:	N/A	
Principal Residence Exemption	May 1st	Final		
2011	0.0000 %	-		
2010	0.0000 %	0.0000 %		
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable	
2010	\$551,700	\$551,700	\$474,034	
2009	\$544,400	\$544,400	\$475,461	

Land Information				[collapse]
	Frontage		Depth	
Lot 1:	0.00 Ft.		8.00 Ft.	
Lot 2:	0.00 Ft.		8.00 Ft.	
Lot 3:	0.00 Ft.		8.00 Ft.	
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.	
Acreage:	7.50			
Zoning Code:	I2			
Land Value:	\$653,400	Mortgage Code:	00811	
Land Improvements:	\$0	Lot Dimensions/Comments:		

Renaissance Zone:	NO
Renaissance Zone Expiration Date:	
ECF Neighborhood Code:	600 - 600.Ind. Vacant

Legal Information for 41-17-24-178-007 [collapse]

Y944A: PART E 1/2 E 1/2 NW 1/4 COM AT N 1/4 COR TH S 88D 04M W 163.4 FT ALONG N SEC LINE TH S 4D 32M 40S E 990.0 FT ALONG A LINE 100 FT W FROM /MEAS PERP TO/ W LINE OF PENN RR R/W /100 FT WIDE/ TO BEG OF THIS DESC - TH S 4D 32M 40S E 1097.25 FT TH S 88D 04M W 465.75 FT TO A PT 33 FT E FROM /MEAS PERP TO/ W LINE OF PENN R R/W /100 FT WIDE/ TO BEG OF THIS DESC - TH S 4D 32M 40S E 1097.25 FT TH S 88D 04M W 465.75 FT TO A PT 33 FT E FROM /MEAS PERP TO/ W LINE OF E 1/2 E 1/2 NW 1/4 TH N 4D 26M W PAR WITH SD E LINE 225.74 FT TH NELY 443.47 FT ON A 533.66 FT RAD CURVE TO RT /LONG CHORD WHICH BEARS N 19D 22M 23S E 430.82 FT/ TH N 43D 10M 45S E 134.26 FT TH NLY 421.36 FT ON A 595.22 FT RAD CURVE TO LT /LONG CHORD WHICH BEARS N 22D 53M 58S E 412.62 FT/ TO A PT 990 FT S FROM N SEC LINE TH N 88D 04M E 0.66 FT TO BEG SEC 24 T6N R12W 7.50 ACRES

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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Building Information

1 building(s) found.

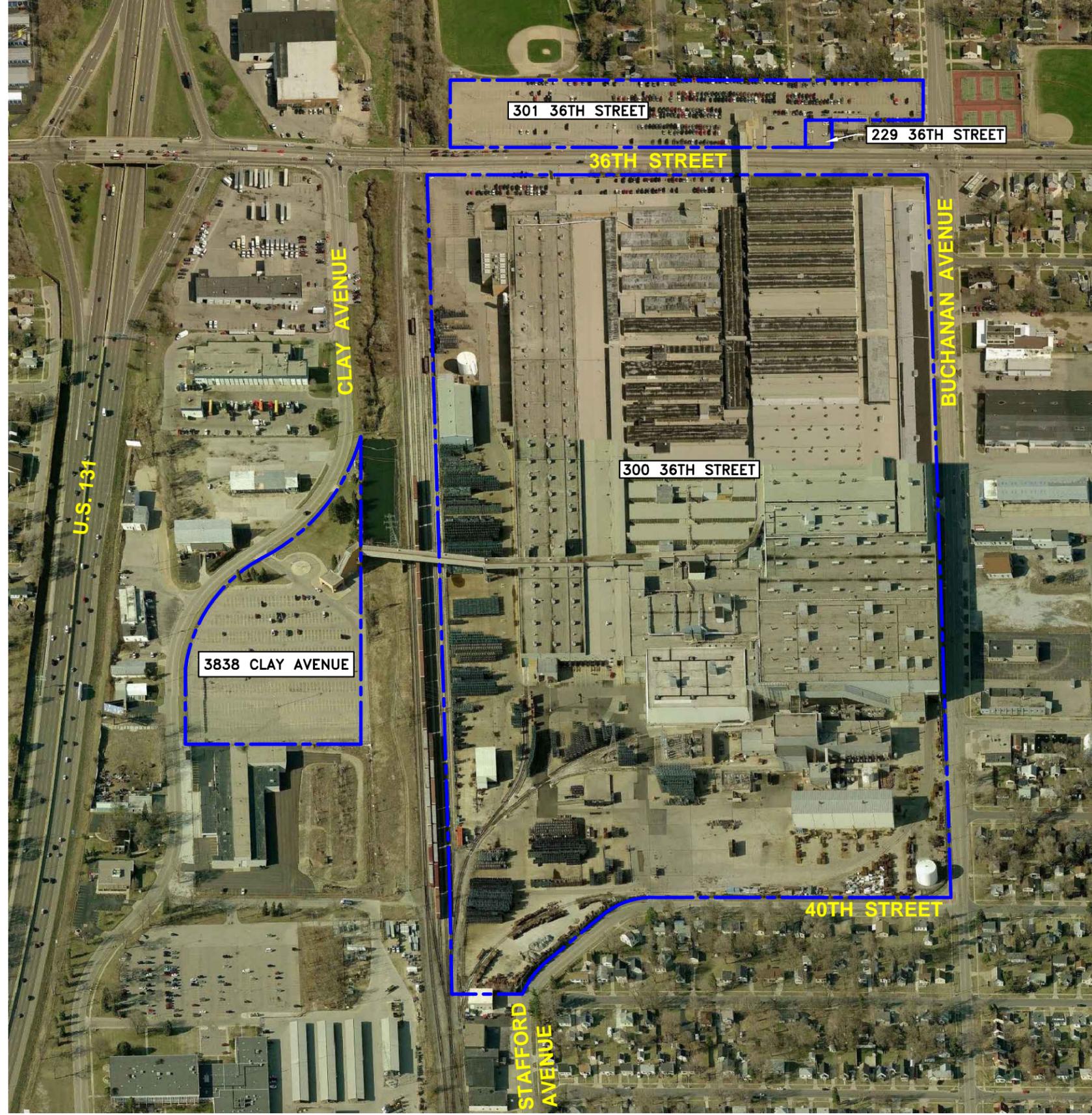
Description	Floor Area	Yr Built	Est. TCV
<input type="checkbox"/> Commercial/Industrial Building 1 -	0 Sq. Ft.	0	\$368,379

General Information			
Floor Area:	0 Sq. Ft.	Estimated TCV:	\$368,379
Occupancy:		Class:	C
Stories Above Ground:	0	Average Story Height:	0
Basement Wall Height:	N/A	Year Remodeled:	0
Year Built:	0	Heat:	No Heating or Cooling
Percent Complete:	100%	Functional Percent Good:	100%
Physical Percent Good:	90%	Effective Age:	5 yrs.
Economic Percent Good:	100%		

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Appendix C

Map of the Property Described in Section III (G) of this Plan



LEGEND

--- PARCEL BOUNDARY



NOTE:
BASE INFORMATION TAKEN FROM AN AERIAL.

Feb 21, 2011 - 3:07pm - jblake
R:\59000\GE59048B\DWGS\rev0\GE59048B_01.dwg



Indiana
Michigan
Ohio

Date	2-21-11
Drawn By	JAB
Designed By	JJE
Scale	NTS
Project	GE59048B

**SITE FEATURES AND LOCATION DIAGRAM
FORMER GM PLANT-BROWNFIELD PLAN
WYOMING, MICHIGAN**

No.	Revision Date

Figure No. 1



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

RESOLUTION _____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a regular meeting of the Wyoming City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Jack Poll on June 6, 2011
DATE

at 7:00 a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Just Do It Again Hoops....
The Next Generation of Wyoming,
NAME OF ORGANIZATION CITY

county of Kent, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Wyoming City Council at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on June 6, 2011.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

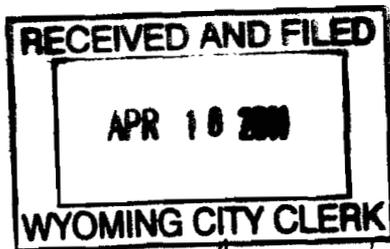
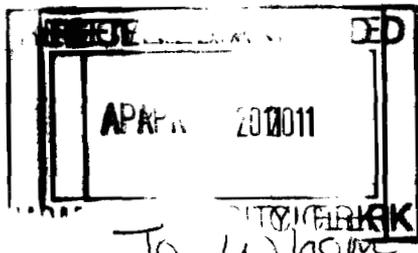
Heidi A. Isakson, City Clerk

PRINTED NAME AND TITLE

1155 28th Street SW, PO Box 905 WYoming MI 49509-0905

ADDRESS

COMPLETION: Required.
 PENALTY Possible denial of application
 BSL-CG-1153(R6/09)



To Whomever it May Concern,

4/1/2011

I am requesting to have Just Do It Again Hoops... The next generation, to be recognized as a charity.

We use basketball to help teach children important life skills and responsibilities, and commitment. During the fall and winter we play in local leagues and travel to some tournaments. In the summer we travel to tournaments and end our summer with AYBT Nationals, which is held in Fort Wayne, Indiana. Getting recognized as a charity would help us be able to raise money for these children, so we would be able to chaperone, provide food, and lodging for them. Thank you for your time.

Sincerely,
Jedi Harley, President
Lonnie Harley, Vice President

606-367-0119
Pay Jus @ Hotmail. Com

Just Do It Again Hoops

March 17,2011

Meeting was called to order at 7:00 pm at 1523 Den Hertog

Attendees:

Jodi Harley President

Lonnie Harley Vice President

Reports:

Went over Treasurer's report

Went over Presidents report

Business:

Traveling Tryouts will be held last week of April 2011

Will hand out flyers to boys at the Courthouse League and at the Hoop city league

Also will Have fundraiser for those interested to decrease cost of travel expenses for each player

Will contact potential coaches for each team

Meeting adjourned at 8:30pm

Just Do It Again Hoops

1523 Den Hertog

Wy, Mi 49509

(616)538-0913

Board of Directors,

Jodi Harley President

Lonnie Harley Vice President

Mary Muhommad Treasurer

Just Do It Again Hoops

Short Form Return of Organization Exempt From Income Tax

2010

Open to Public
Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions). All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2010 calendar year, or tax year beginning January 1, 2010, and ending December 31, 20 10

<p>B Check if applicable:</p> <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input checked="" type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<p>C Name of organization Just Do It Again Hoops..The Next Generation</p> <p>Number and street (or P.O. box, if mail is not delivered to street address) Room/suite 1523 Den Hertog</p> <p>City or town, state or country, and ZIP + 4 Wyoming, MI. 49509</p>	<p>D Employer identification number 30-0579761</p> <p>E Telephone number 616-538-0913</p> <p>F Group Exemption Number ▶</p>
--	---	--

G Accounting Method: Cash Accrual Other (specify) ▶ _____

I Website: ▶ _____

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

J Tax-exempt status (check only one) – 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ _____

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I.)
Check if the organization used Schedule O to respond to any question in this Part I

	1	Contributions, gifts, grants, and similar amounts received	1	3450.00
	2	Program service revenue including government fees and contracts	2	0
	3	Membership dues and assessments	3	7000.00
	4	Investment income	4	0
	5a	Gross amount from sale of assets other than inventory	5a	0
	b	Less: cost or other basis and sales expenses	5b	0
	5c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	0
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	0
	b	Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	00
	c	Less: direct expenses from gaming and fundraising events	6c	0
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	00
	7a	Gross sales of inventory, less returns and allowances	7a	0
	b	Less: cost of goods sold	7b	0
	7c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	0
	8	Other revenue (describe in Schedule O)	8	0
	9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	8500.0
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	0
	11	Benefits paid to or for members	11	0
	12	Salaries, other compensation, and employee benefits	12	0
	13	Professional fees and other payments to independent contractors	13	500.00
	14	Occupancy, rent, utilities, and maintenance	14	850.00
	15	Printing, publications, postage, and shipping	15	500.00
	16	Other expenses (describe in Schedule O)	16	9500.00
	17	Total expenses. Add lines 10 through 16 ▶	17	1150.
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	100.00
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	0
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	0
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	100.0

Part V Other Information (Note the statement requirements in the instructions for Part V.)

Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		✓
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		✓
35	If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, explain in Schedule O why the organization did not report the income on Form 990-T.		
a	Did the organization have unrelated business gross income of \$1,000 or more or was it a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements?		✓
b	If "Yes," has it filed a tax return on Form 990-T for this year (see instructions)?		✓
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		✓
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a _____		
b	Did the organization file Form 1120-POL for this year?		✓
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		✓
b	If "Yes," complete Schedule L, Part II and enter the total amount involved 38b _____		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9 39a _____		
b	Gross receipts, included on line 9, for public use of club facilities 39b _____		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____ ; section 4912 ▶ _____ ; section 4955 ▶ _____		
b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		✓
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ _____		
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶ _____		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.		
40e			
41	List the states with which a copy of this return is filed. ▶ _____		
42a	The organization's books are in care of ▶ _____ Telephone no. ▶ _____ Located at ▶ _____ ZIP + 4 ▶ _____		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	Yes	No
42b			✓
	If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts .		
c	At any time during the calendar year, did the organization maintain an office outside of the U.S.?		✓
	If "Yes," enter the name of the foreign country: ▶ _____		
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here ▶ <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43 _____		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		✓
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		✓
c	Did the organization receive any payments for indoor tanning services during the year?		✓
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		✓

	Yes	No
45 Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.
 Check if the organization used Schedule O to respond to any question in this Part VI

	Yes	No
47 Did the organization engage in lobbying activities? If "Yes," complete Schedule C, Part II	<input type="checkbox"/>	<input checked="" type="checkbox"/>
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	<input type="checkbox"/>	<input checked="" type="checkbox"/>
49a Did the organization make any transfers to an exempt non-charitable related organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b If "Yes," was the related organization a section 527 organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____

President _____
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN		Phone no.	
Firm's address				

May the IRS discuss this return with the preparer shown above? See instructions Yes No

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

SEP 22 2010

JUST DO IT AGAIN HOOPS THE NEXT
GENERATION
1523 DEN HERTOOG
WYOMING, MI 49509

Employer Identification Number:
30-0579761

DLN:
300256036

Contact Person:
DEL TRIMBLE

ID# 31309

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi)

Form 990 Required:
Yes

Effective Date of Exemption:
September 21, 2009

Contribution Deductibility:
Yes

Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

JUST DO IT AGAIN HOOPS THE NEXT

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is written in a cursive, somewhat stylized font.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received	(FOR BUREAU USE ONLY)
SEP 21 2009	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document

Name		
Jodi Harley		
Address		
1523 Den Hertog		
City	State	Zip Code
wyoming	mi	49509

FILED

SEP 21 2009

EFFECTIVE DATE _____ Administrator
BUREAU OF COMMERCIAL SERVICES

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

70549A

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:
Just Do it Again Hoops....The Next Generation

ARTICLE II

The purpose or purposes for which the corporation is organized are:
To increase Basketball and Life skills among youth between the ages of 7 to 18

ARTICLE III

1 The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

B.K.
/R

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 2 day of September, 2009.

Lydi Hailey

Lonnie Hailey

BYLAWS OF

JUST DO IT AGAIN HOOPS THE NEXT GENERATION GRAND RAPIDS, MI (jdiah)

Article I: NAME AND BOUNDARIES

- Section 1 The name of this corporation shall be the: Just do it again hoops,the next generation (JDIAH)
- Section 2 The boundaries shall be the entire area of the United States.

Article II: PURPOSE AND ACTIVITIES

- Section 1 JDIAH is concerned with all the issues which impact the quality of life among youth in the United States. NJI may do any and all lawful acts in furtherance of the specific purposes as stated below:
- A. Promote communication, cooperation and friendship among youth between the ages of 8 to 18 years of age;
 - B. Maintain and improve the social and economic opportunities for youth through the building of their basketball skills.
 - C. Identify socialization problems, social and economic needs, and develop and implement ability to enjoy a fulfilling social and economic life;
 - D. Initiate programs to assist youth in developing their basketball skills;
 - E. Develop a spirit of pride, success and individual entrepreneurship within youth;
 - F. Help to create changes that will enhance each person's dignity; standard of living.
- Section 2 To solicit and receive grants and contributions. To engage needed personnel and services, as may be necessary, to carry out the purposes of this corporation.
- Section 3 Restrictions on Activities:
- A. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the internal Revenue Code (or corresponding section of any future Federal tax code.)

- B. This corporation/organization is organized exclusively for charitable, educational, religious or scientific purposes, within the meaning of section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code).
- C. No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501 (c) (3) purposes.
- D. Upon dissolution of this corporation assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, i.e.

charitable, educational, religious or scientific, or corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government for public purpose.

Article III: MEMBERSHIP CLASSIFICATION AND DUES

- Section 1- JDIAH is incorporated as a non member corporation. The governance of the corporation shall be the sole responsibility of the Board of Directors who is appointed to the Board by the Board members. However; NJI will maintain a membership base related to the various programs, projects, or initiatives they sponsor. Membership involvement will be limited to an advisory role in relations to the programs, projects, or initiatives.
- Section 2 . Student Member: The Student membership of JDIAH shall be open to all people within the stated boundaries. Student members will have full voting rights at membership meetings. **CONDITIONS:** To serve on the Board of Directors, a Student Member must submit an application for consideration and must attend at least three (3) regular Board meetings within a one (1) year period. After above conditions have been met, and upon approval of the Board, a Student Member may serve on the Board of Directors for the stated term(s) provided in these by-laws.
- Section 3 . Business member: Anyone who owns or operates a viable business within the NJI boundaries is eligible for membership. Business Members have full voting rights at membership meetings, but must meet the same conditions as Student Members in order to serve on the Board of Directors.
- Section 4 Supporting member: Anyone who is not eligible for Student or Business membership can be a supporting member. Supporting Members cannot vote at membership meetings, but can serve on the Board of Directors. No more than (1) supporting members can serve on the board at any given time unless the Board agrees to increase the number for a specified period of time; at the conclusion of which the number shall return to (1). Supporting Members must meet the same conditions as Student Members in order to serve on the Board of Directors.
- Section 5 . Voting Rights of Members: Except as otherwise may be provided by these by-laws, the right of members to vote on matters pertaining to programs, projects and initiatives shall be limited to the program, projects and initiatives. Each individual and each business or organization by its duly authorized representative shall have one (1) vote. A majority of those members voting on any matter shall be sufficient to carry the vote unless otherwise provided by these by-laws.
- Section 6 Application for Membership: Any person or business interested in membership should submit an application to the secretary of the Board or to such membership committee as the Board may deem or establish as its agent. The Board shall determine the criteria by which it or its agent may accept members into each membership class.
- Section 7 Membership Dues: Annual membership dues shall be set by the Board of Directors.
- Section 8 . Transfer of membership: Memberships are not transferable or assignable.

Article IV: MEETING OF THE MEMBERS

- Section 1- Annual meeting of members: The annual meeting of the members shall be held each year in July. It shall include a presentation of annual reports to the members; the introduction of Board of Directors and such other business as may properly come before the members. On issues determined by the Board of Directors to be subject to the vote of the members (members as defined in Article 3 Section 1) all voting members must be active sixty (60) days prior to the annual meeting in order to vote.
- Section 2- Special meetings of the members: Special meetings of the members may be called at any time by order of the Board or by petition signed by 33% of the membership by a written notice delivered to the secretary or the chairperson of the Board.
- Section 3- Notice: Time and Place of Meeting. Each meeting of the members shall be held at the time and place determined by the Board or its agent and shall be within the periods specified by these by-laws, and shall be specified in the notice of the meeting. For the annual meeting of the members, written notice shall be mailed to the members not less than ten (10) days nor more than sixty (60) days before the day on which the meeting is to be held. For special meetings, notice shall be given by mail or by such other means as the Board may deem effective not less than five (5) days before the day on which the meeting is to be held. All notices shall state the purpose or purposes, time and the place of the meeting. Notice of special meetings shall state by whose order the meeting is being called.

Article V: BOARD OF DIRECTORS

Section 1. Powers. Subject to the limitations contained in the Articles of Incorporation, these Bylaws and the laws of the State of Michigan, the affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors is empowered, on behalf of the Corporation, to do and perform all acts reasonable and necessary, appropriate or incident to the accomplishment of the purposes of the Corporation, as determined by the Board of Directors in their sole discretion. Without limiting the general powers stated in these Bylaws, the Board of Directors shall have the following powers:

(a) To select, employ and remove all officers, agents and employees of the Corporation, prescribe such powers and duties for them as may not be inconsistent with law, the Articles of Incorporation or the Bylaws, fix their compensation and require from them security for faithful service in the form of a fidelity bond or such other adequate security;

(b) To conduct, manage and control the affairs and business of the Corporation, and to make rules and regulations not inconsistent with law, the Articles of Incorporation of the Corporation or these Bylaws;

(c) To borrow money and incur indebtedness for the purposes of the Corporation, and for that purpose to cause to be executed and delivered, in the name of the Corporation, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities;

(d) To modify any restriction or condition on the distribution of funds for any specified purposes or to specified organizations if, in its sole judgment, without the approval of any trustee, custodian or agent, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the needs of those the Corporation serves;

(e) To replace any participating trustee, custodian or agent for breach of fiduciary duty under the laws of the State of Michigan; and

(f) To replace any participating trustee, custodian or agent for failure to produce a reasonable (as determined by the Board of Directors) level of achievement over a reasonable period of time (as determined by the Board of Directors).

In determining whether there is a reasonable level of achievement with respect to the exercise of the power described in subparagraph (f) above, there shall be excluded from such determinations such activities which depend on the active conduct of this Corporation, and such determination shall be made separately with respect to each program, project and initiative of this Corporation.

If it appears that there may be grounds for exercising the power described in subparagraph (e) or (f) above with respect to any fund, project, program or initiative the Board of Directors shall notify the participating trustee, custodian or agent involved and provide a reasonable opportunity for explanation and/or correction. Before exercising the power granted to the Board of Directors under subparagraphs (e) and (f) above, the Board of Directors may seek advice of legal counsel as to whether a breach or failure has been committed under the laws of the State of Michigan. The Board of Directors shall exercise a power described in this section only upon a vote of a majority of the members of the Board of Directors.

Upon the exercise of the power under subparagraph (e) or (f) above to replace any participating trustee, custodian or agent, the Board of Directors shall have the power to select a successor trustee, custodian or agent to whose custody the responsibilities held by

the former trustee, custodian or agent shall be transferred.

Section 2. Number and Terms of Office. There shall be three (3) directors of the Corporation who shall be appointed at the annual meeting of the Corporation to serve for a term of two (2) years, which term shall commence on the first day of February and expire on the last day of January of the second term year, or until their successors shall be chosen and qualified, or until removal, resignation or death. If the annual meeting of the Corporation is not held at the time designated in these Bylaws, or the Board of Directors is not otherwise properly appointed, such failure shall not cause any defect in the existence of the Corporation, and the directors then in office shall hold over until their successors shall be chosen and qualified.

Section 3. Resignation and Removal. Any director may resign by written notice to the Corporation. Any director may be removed as a director at any meeting of the Board, with cause, by the affirmative vote of a majority of the Directors then in office.

Section 4. Vacancies. Any vacancy occurring in the Board of Directors may remain vacant or shall be filled pursuant to the provisions of the Articles of Incorporation.

Section 5. Executive Committee and Divisions. The Board of Directors may, at any time and from time to time, establish an Executive Committee and/or create divisions for the management of the business and affairs of the Corporation. Said Executive Committee and divisions created by the Board of Directors may act on behalf of the Board to the extent specified by resolution of the Board of Directors, except that such Executive Committee or division shall not have the power or authority to:

- (a) Amend the Articles of Incorporation;
- (b) Adopt an agreement of merger or consolidation;
- (c) Recommend to members the sale, lease or exchange of all or substantially all of the Corporation's property and assets;
- (d) Recommend to members a dissolution of the Corporation or a revocation of a dissolution;
- (e) Amend the Bylaws of the Corporation;
- (f) Fill vacancies on the Board of Directors; or
- (g) Fix compensation of the directors for servicing on the Board or on a committee or division.

Section 6. Annual Meetings. Unless otherwise agreed upon, the Board of Directors shall hold an annual meeting of the Corporation in January of each year, for the purpose of election of directors and officers of the Corporation and consideration of any other business which may be brought before the meeting. No notice shall be necessary for the holding of this meeting.

Section 7. Other Meetings. Other meetings of the Board of Directors may be held regularly pursuant to a resolution of the Board of Directors to such effect or may be held upon the call of the President or of any two (2) members of the Board and upon twenty—four (24) hours notice specifying the time, place and general purposes of the meeting, given to each director either personally or by mail, telegram or telephone. No notice shall be necessary for any regular meeting, and notice of any other meeting may be waived in writing or by telegram prior to the meeting. Such waiver need only specify the date of the meeting, not its place or purpose. Attendance at any such meeting shall constitute waiver of notice of such meeting, except when the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 8. Quorum. A majority of the members of the Board of Directors shall be necessary to constitute a quorum for the transaction of any business, and the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise may be provided in these Bylaws or the Articles of

Incorporation. For the purpose of filling vacancies on the Board of Directors, a majority of the existing directors shall constitute a quorum. Neither quorum requirements nor voting rights may be fulfilled or exercised by proxy.

ARTICLE VI: OFFICERS

Section 1. Number and Qualifications. The officers of this Corporation shall consist of a President, Vice President, Secretary and Treasurer. The President shall be chosen from among the directors. Any two offices of the Corporation, except those of President and Secretary, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Election. At its annual meeting, the Board of Directors shall elect the President, Vice President, Secretary and Treasurer. The officers shall serve until their successors are duly appointed or until their resignation, removal or death.

Section 3. Removal. Any officer may be removed at any time, with or without cause, by the Board of Directors.

Section 4. Vacancies. Whenever any vacancies shall occur in any office by death, resignation or removal, the same shall be filled by the Board of Directors, and the officer so elected shall hold office for the remainder of the unexpired term of his predecessor or until his successor is chosen and qualified.

Section 5. The President. The President shall be the chief executive officer of the Corporation, shall have general and active management of the business and affairs of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect, subject to such policies and directions as may be adopted and such orders as may be issued by the Board, the executive committee (if there is one) or by any other committee to which the Board has delegated power for such action. The President shall sign and execute on behalf of the Corporation all instruments requiring such execution, except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. The President shall be an *ex officio* member of all committees. The President shall report to the Board concerning any federal, state or local developments that may affect the operations of the Corporation, and act as the representative of the Board in all matters in which the Board has not formally designated some other person for this specific purpose. The President shall preside at all meetings of the Board of Directors, shall discharge all the duties normally involving upon a presiding officer and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 6. The Vice President. The Vice President shall perform all duties incumbent upon the President during the absence or disability of the President and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 7. The Secretary. The Secretary shall attend all meetings of the Board of Directors, shall keep, or cause to be kept, in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and, when required, shall perform a like duty for all standing committees appointed by the Board of Directors. The Secretary shall attend to the giving and serving of all notices of the Corporation and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 8. The Treasurer. The Treasurer shall keep correct and complete records of account, showing at all times the actual financial condition of the Corporation, and shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Corporation. The Treasurer shall furnish at the meetings of the Board of Directors a statement of the financial condition of the Corporation and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 9. Acting Officers. The Board of Directors may appoint any person to perform the duties of an officer whenever, for any reason, it is impractical for the officer to act personally. An acting officer so appointed shall have the power and be subject to all the restrictions upon the officer to whose office he is appointed, unless otherwise provided by resolution of the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

ARTICLE VII: COMMITTEES

Section 1. Other Committees. The Board of Directors may, from time to time, by resolution, establish one or more committees, including an executive committee, as it deems appropriate. All committees shall be designated as either standing or temporary. Each committee shall consist of one or more of the Directors and any additional individuals who are not Directors as the Board of Directors may select. The chairperson of each such committee shall be designated by the Board. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Such committee or committees, and each member of the committee(s), shall serve at the pleasure of the Board.

Section 2. Powers and Duties of Committees. Each committee shall have and may exercise such powers as are prescribed in the resolution of the Board establishing such committee or these Bylaws, and shall have and may exercise such additional powers of the Board of Directors as are prescribed from time to time by resolution of the Board.

Section 3. Meetings. Regular meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by each respective committee, and special meetings of any committee may be called by any member of the committee upon two (2) days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

Section 4. Vacancies. Vacancies on any committee shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

Section 5. Quorum. At any committee meeting, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

Section 6. Manner of Acting. The acts of a majority of the members of any committee present at any meeting at which there is a quorum shall be the act of such committee.

Section 7. Minutes. Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when requested by the Board.

ARTICLE VIII: INDEMNIFICATION; INSURANCE AND EXPENSES

Section 1. Indemnification; Third Party Claims. The Corporation shall indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses, including attorneys fees, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by the

person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Section 2. Indemnification; Corporate or Derivative Claims. The Corporation shall indemnify a person who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including actual and reasonable attorneys fees and amounts paid in settlement, incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for a claim, issue or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

Section 3. Mandatory Indemnification. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 1 or 2 of this Article, or in defense of a claim, issue or matter in the action, suit or proceeding, the successful party shall be indemnified against expenses, including actual and reasonable attorneys fees incurred in connection with the action, suit or proceeding and in any action, suit or proceeding brought to enforce the mandatory indemnification provided in this section.

Section 4. Determination of Permissive Indemnification. An indemnification under Section 1 or 2 of this Article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because the person has met the applicable standard of conduct as set forth in Section 1 or 2 of this Article. This determination shall be made in any of the following ways:

- (a) by a majority vote of a quorum of the Board of Directors consisting of directors who were not parties to the action, suit or proceeding; or
- (b) if the quorum described in subdivision (a) is not obtainable, then by a majority vote of a committee of directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested directors.

Section 5. Partial Indemnification. If a person is entitled to indemnification under Section 1 or 2 of this Article for a portion of expenses, including attorneys fees, judgments, penalties, fines and amounts paid in settlement, but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

Section 6. Liability Insurance. Notwithstanding the foregoing, the right to indemnification provided to any person described in Sections 1, 2 and 3 of

this Article shall exist only to the extent it exceeds the amount of any valid and collectible insurance proceeds or other source of indemnification available for the benefit of such person, including any benefit available under any self—insurance plan of the Corporation, or any insurance, primary or secondary, available pursuant to the plan of any other organization. No rights of subrogation are intended to be created by this section. Notwithstanding any limit on indemnification under Michigan law, the Corporation may purchase and maintain insurance on behalf of any person described above against any liability asserted against him or her or incurred by him or her in any such capacity arising out of his or her status as such, whether or not the Corporation would otherwise have the power to indemnify under the circumstances.

Section 7. Expense Advancement. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 1 or 2 of this Article shall be paid by the Corporation in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured unless otherwise specifically prescribed by a majority vote of the Board of Directors in the manner described in Section 4 of this Article.

Section 8. Nonexclusivity. The indemnification or advancement of expenses provided under Sections 1 to 7 of this Article are not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under any separate contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

Section 9. Heirs, Executors and Administrators. The rights provided in Sections 1 to 7 of this Article shall continue as to a person who ceases to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of the person.

ARTICLE IX: MISCELLANEOUS

Section 1. Execution of Corporation Contracts. Etc. No draft, bill of exchange, check, bond or other evidence of liability, or contract creating any liability on the part of the Corporation, shall be valid unless the same shall be in writing signed by the President or Vice President and countersigned by the Secretary or Treasurer, except as the Board of Directors by resolution may otherwise provide. Any liability otherwise created shall be null and void.

Section 2. Annual Report. The President shall make an annual report of the activities of this Corporation (which report shall include a financial statement) to the Board of Directors, to any member of the general public requesting such report, and to such other persons or organizations as the Board of Directors shall from time to time specify.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 of each year and end on December 31.

Section 4. Books and Records of Account. The Corporation shall keep records of account and minutes of the proceedings of the Board of Directors and the Corporation's committees, if any. The Corporation shall keep at its principal office records containing the names and addresses of all directors. Any of such books, records or minutes must be in written form or in any other form capable of being converted into written form within a reasonable time.

ARTICLE X: AMENDMENT

These Bylaws may be altered, amended or repealed at any annual or special meeting of the Board of Directors by resolution adopted by a majority of the Board of Directors.

AMENDMENT

These Bylaws were amended and adopted as and for the Bylaws of Just do it again hoops, the next generation, (JDIAH) by action of the majority of the Board of Directors on

Date

Secretary



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

Resolution No. _____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a regular meeting of the Wyoming City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Poll on June 6, 2011
DATE

at 7:00 a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____
Wyoming/Kentwood Area Chamber Foundation of Wyoming
 that the request from _____ of _____
NAME OF ORGANIZATION CITY
 county of Kent, asking that they be recognized as a
COUNTY NAME
 nonprofit organization operating in the community for the purpose of obtaining charitable
 gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the City Council at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on June 6, 2011.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Heidi A. Isakson, City Clerk
PRINTED NAME AND TITLE

1155 28th St SW, PO Box 905
ADDRESS
Wyoming, MI 49509-0905

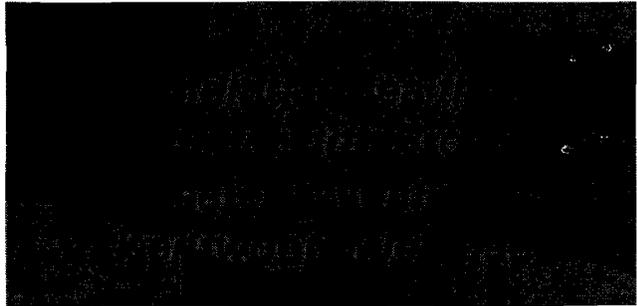
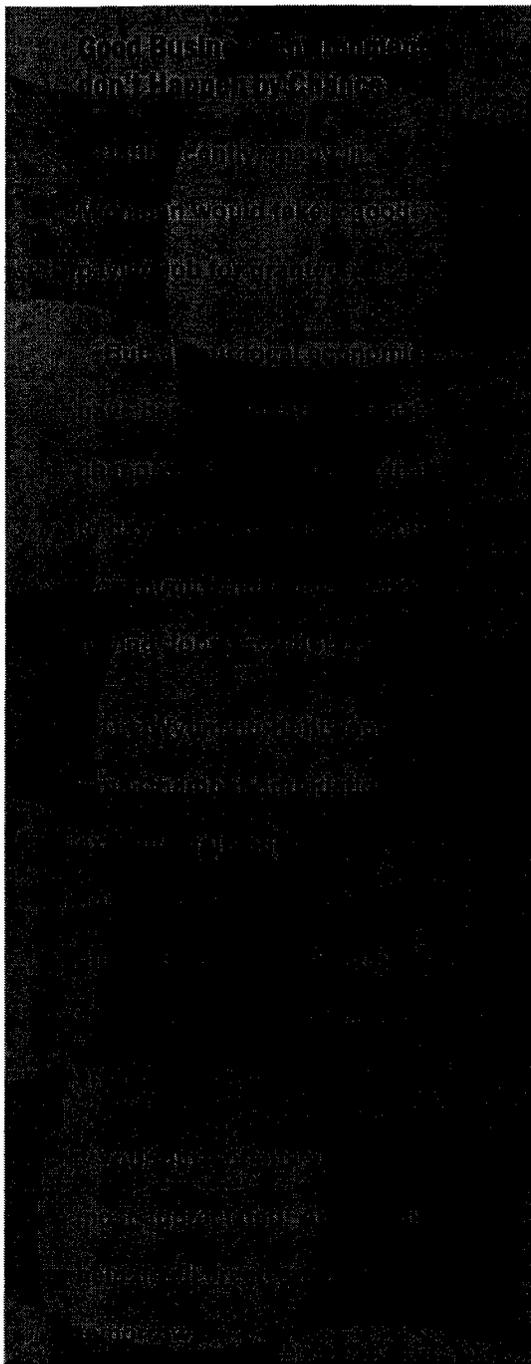
COMPLETION Required
 PENALTY. Possible denial of application
 BSL-CG-1153(R6/09)

2011 FOREMOST INSURANCE METRO CRUISE RAFFLE FUND RAISER

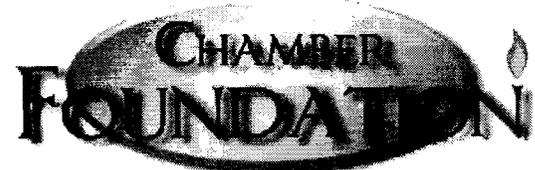
Wyoming Kentwood Area Chamber of Commerce Foundation will be holding a raffle of a GM LS series 5.3 Vortec Engine. Machined and Assembled for Performance, by C-Tech Performance. All new parts as needed in re-build. With CNC Ported Heads and a Edelbrock Carbureted Intake manifold. Valued at \$6500.00

The raffle will be held at the Foremost Insurance 28th Street Metro Cruise on Saturday August 27, 2011 at 4pm at Roger's Plaza in Wyoming. Tickets will be sold in advance for \$5.00 each.

All proceeds will benefit the Wyoming-Kentwood Chamber Foundation which uses gifts, grants or donations within our community for the purpose of supporting local schools, a better-trained local work force, business neighborhood improvements and other similar educational or charitable opportunities.



WYOMING-KENTWOOD AREA



*Wyoming-Kentwood Area
Chamber Foundation*

590 32nd St SE
Wyoming MI 49548

Phone: 616-531-5990
Fax: 616-531-0252
E-mail ken@southkent.org

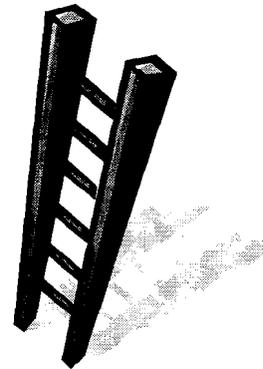


What the Foundation Is

The Wyoming-Kentwood Area Chamber Foundation was created in 2005 by the Chamber of Commerce as a charitable trust under section 501(c)3 of the Internal Revenue Code.

It accepts gifts, grants or donations and distributes funds within our community for the purpose of helping create a better business environment, a better-trained local work force, business neighborhood improvements and other similar educational or charitable opportunities.

Funding scholarships to local students to further their education in any business-related field, helping plant trees in a business district, assisting our WKTU Community Television station or sponsoring an important community activity event geared toward improving our economy are just a few examples of efforts funded by the Foundation.



*Funding to Help Educate
New Entrepreneurs on
How to Get Ahead*

What the Foundation is Not

The Foundation is not a bank nor an economic development agency, nor is it a Venture Capital firm.

It cannot make any investments in or loans to any business entity or person.

Help us Create a Better Tomorrow

By completing this form, we will add you to our e-mail list to keep you informed about community developments. Your privacy is assured as we will never sell or give your e-mail information to anyone.

Here is my tax-deductible Gift to the Foundation

- Check Gift in Kind
 MC or Visa Will Planned Giving

Name

Billing Street Address/Zip/Exp Date/CCM Code

Please contact me regarding

- Making a gift Applying for a grant
 I would like the Foundation Board of Trustees to consider accepting a restricted gift. I would like my gift to be used in the following manner:
 Metro Cruise® Community Image
 Entrepreneur Assist Minority Business
 Education Other

Name

Address

Phone/E-mail Address

Gifts to the Wyoming-Kentwood Area Chamber Foundation are tax deductible, however, we strongly recommend that you consult your own personal tax advisor.

*Wyoming-Kentwood Area
Chamber Foundation*

590 32nd St SE
Wyoming MI 49548

Phone: 616-531-5990
Fax: 616-531-0252
E-mail ken@southkent.org

2011 WYOMING-KENT AREA CHAMBER OF COMMERCE BOARD MEMBERS

Kathey Batey

Norine Mulvihill

Rob Wells

Bob O'Callaghan

Tommy Brann

Lillian VanderVeen

Brett Vander Kolk

Brent Holland

Rick Chrisman

Betsy Artz

Vic Krause

Anna Kruse

Ruth Gaudard

Jessica Ann Tyson

Jerry DeGood

Wyoming-Kentwood Area Chamber of Commerce

Building Better Communities by Building Better Businesses

2011 BOARD OF DIRECTORS MEETING & LUNCHEON

Thursday, April 28, 2011, 11:30am

Branns Steakhouse & Grille

MINUTES

Kathey Batey, Board Chairman, Presiding

1. **CALL TO ORDER** - Kathey called the meeting to order at 11:44am.
2. **INTRODUCTIONS** – Present were K. Batey, K. Malik, B. O’Callaghan, R. Wells, R. Gaudard, J. DeGood, A. Lewis, T. Brann, V. Krause, A. Kruse and Jessica Ann Tyson
Absentees: B. Holland. B. VanderKolk, R. Chrisman and N. Mulvihill, B. Artz, L. VanderVeen.
3. **AGENDA** – AK made a motion to accept the Agenda, VK seconded and it passed by unanimous vote.
4. **MINUTES** – TB motioned to accept the March Minutes; VK seconded the motion, and it passed by unanimous vote.
5. **CHAIRMAN’S OPENING REMARKS** -- Kathey advised the Board that she will attempt to contact each member during the year and for the Board to become even more engaged.
6. **President Report** -- Ken’s key remarks included the following:
 - o GVHP – transition complete and successful.
 - o Chamber Office Lease – Ken sent the release to the landlord and is visiting a local manufacturer concerning free rent.
 - o Employee Manual – The EC will review it at the May meeting.
 - o New Chamber Web Site Update – very favorable comments continue.
 - o Social Media Seminars with WKTV scheduled for May 9th.
 - o City of Kentwood & WKACC May Business Forum for Small & Mid-Size businesses is being planned for May 11 with the City. Irwin Seating CEO will be the main speaker addressing his close down of his China operations and move back to the US.
 - o Metro Guide – May availability but since advertising sales were very weak, it will only be in electronic form with 1000 hard copies.
 - o Malik Time-Off Schedule: May 31 and June 30 PM – July 10 (out of the country: no phone and not sure about e-mail)
7. **LUNCH** – *(We appreciate your support, Tommy!)*
8. **CITY & ECONOMIC REPORTS** - the leadership of Wyoming and Kentwood were not in attendance.
9. **CHAMBER FOUNDATION REPORT** – The Express Pros Simulcast Opportunity (Tom Blanchard -One Minute Manager & Peyton Manning on May 18th) will proceed and donations may be made to the Foundation.
10. **EXECUTIVE COMMITTEE (EC) REPORT**
 - Volunteer of the Month -- Karen Brittner
 - Committee of the Month -- None

11. **FINANCE COMMITTEE** - Minutes of the February Meeting were sent with the agenda.

12. **DIVISION UPDATES**

12.1 **Member Relations – Open**

- + Professional Development – Anna is meeting with her team, led by Katie Miller. Plan is to tie a speaker to the EPO in October.
- + 3rd Friday – Bob updated the group on the last 3rd Friday at Notos.

12.2 **Membership Development – BH**

- + Golf outing planning being led by Matt; event will be August 15 at the Highlands.
- + Ken outlined the status of the Grub Crawl.

12.3 **Community Relations – RW**

- + Rob outlined the Government Matters Committee's actions, including the visit to Lansing last month, organized by Vic, by Rusty, Rob and Ken.
- + Santa Parade - led by Chris Fuller, the Committee Chair; meeting regularly.

12.4 **Financial Development – BA**

- + Ken updated the Group on the Metro Cruise which is on plan.

13. **OLD BUSINESS:** Kathey is still recruiting the open Board position.

Tommy made a motion to accept the new members, Vic seconded and it passed by unanimous vote.

Tommy made a motion to accept Bob as the Member Relations Vice Chair, Rob seconded and it passed by unanimous vote.

14. **NEW BUSINESS:** Ken presented the Hip Hop opportunity (similar to Group on); after discussion, it was agreed that Ken will pursue it as his discretion, taking into account the Board suggestions.

Vic outlined an opportunity for our members to advertise via Metro Health.

Ruth updated the Board on the status of the Michigan telecommunication bills.

Ken presented his recommendation to improve the productivity of the Board meetings. Starting in May, Ken will forward all the documents that the Board should need to prepare for the session. Each Board member will print what he/she needs and bring it to the meeting. Included will be the FC & EC minutes, Prior Board meeting minutes, Ken's President Report and a report on all the Committee activities. Under the President's Comments section at the Board meeting, Ken will ask if there are any

questions on the materials and the discussion will proceed from there until all points are covered. The EC will identify the key strategic / governance issue(s) that will be the main focus of each meeting. Based on how the process works, we may be able to shorten the meeting time.

15. **WRAP SESSION** - was conducted but nothing of note was recorded.
16. **ADJOURN** – Bob made a motion to adjourn at 1:16 pm, Ruth seconded the motion and it carried.

NEXT MEETING: May 26, 2011 11:30 AM at Branns Steakhouse & Grille

WYOMING-KENTWOOD AREA
CHAMBER
FOUNDATION

May 26, 2011

State of Michigan – Bureau of State Lottery
Charitable Gaming Division
101 E. Hillsdale
P.O. Box 30023
Lansing, Michigan 48909

Dear Sir / Ms:

Enclosed is our application for a raffle license for the Wyoming-Kentwood Area Foundation, ID 789472 per the Filing Endorsement (see below).

Please note that we submitted a raffle application under the Wyoming-Kentwood Area Chamber of Commerce, ID Number 121005, in early April. Subsequently, we decided to apply under our Foundation. Therefore, please apply the \$50 application fee we previously sent you to this new application. A copy of our check is on the last page of Exhibit A.

The documentation to support our application consists of:

- | | <u>Exhibit</u> |
|---|----------------|
| o Application + Documentation | A |
| o Articles of Incorporation with the State's Filing Endorsement | B |
| o Foundation's current by-laws & policies | C |
| o IRS letter stating the Foundation's is exempt from federal taxes | D |
| o 2010 Total Year and April YTD 2011 revenue & expense statements | E |
| o 2010 – 2006 Non-profit Corporation Information Updates | F |
| o Please note that we do not have members in the Foundation. Rather, the Foundation is governed by the Board of Directors, whose criteria to be appointed is detailed in the by-laws. | |
| o See Articles of Incorporation, Article II Paragraph 5 which effectively states that all the Foundation's assets, real and personal property, will revert to charities should the Foundation dissolve. | |

Please note that The Wyoming City Council is meeting on Monday, June 6 to approve a resolution that the Foundation is a recognized non-profit in the community. This will be forwarded under a separate mailing to your office.

If you have any other questions, please contact me via e-mail at ken@southkent.org or cell (616.970.1359).

Sincerely,

A handwritten signature in black ink that reads "Ken Malik". The signature is written in a cursive, flowing style.

Ken Malik
President / CEO
Wyoming-Kentwood Chamber of Commerce
921 47th Street SW
Wyoming, MI 49509
616.531.5990
www.southkent.org
ken@southkent.org



Charitable Gaming Division
 c/o Accounting
 Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing, MI 48933
 (517) 335-5780
 www.michigan.gov/cg

RAFFLE LICENSE APPLICATION

Exhibit A

For Bureau Use Only

ALLOW 6 WEEKS FOR PROCESSING.
 PLEASE PRINT OR TYPE IN BLUE OR BLACK INK.

QUALIFICATION INFORMATION	1. Organization Name Wyoming - Kentwood Area Chamber Foundation				2. Organization ID Number or Last License Number Issued	
	3. Organization Street Address 921 47th Street SW Wyoming		City MI	State MI	Zip Code 49509	
	Organization Mailing Address Same as above		City	State	Zip Code	County 41 Kent
4. Has your organization ever received a license such as bingo, millionaire party, raffle, charity game ticket, or numeral game? <input type="checkbox"/> Yes - Complete application and submit with the appropriate fee. <input checked="" type="checkbox"/> No - Please follow the instructions on the qualification guideline. If a guideline was not included or you do not understand it, contact our office at (517) 335-5780 to inquire as to what documentation must be submitted to qualify for licensing.						
5. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				6. Has your organization received contributions or made expenditures of \$500 or more in the last calendar year for the purpose of influencing or attempting to influence the action of voters for or against the nomination or election of a candidate, or the qualification, passage, or defeat of a ballot question? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

SIGNATURE(S)	7. Provide name, title, home address, and telephone numbers for the PRINCIPAL OFFICER, e.g., president, grand knight, worthy matron, etc., and the vice president or equivalent and one other officer of the organization. SIGNATURE OF PRINCIPAL OFFICER REQUIRED - OR - signatures of the vice president or equivalent and one other officer. NOTE: Executive director signature not acceptable.		
	Name and Title	Street, City, State, ZIP Code	Telephone Numbers
	Principal Officer Ken Malik	2044 Buyckway CT NE	Day 616 531 5990
	Title President	Grand Rapids, MI 49505	Evening 616 970 1359
	Signature of Principal Officer Ken Malik		Date 5/19/11
	- OR -		
	Name and Title	Street, City, State, ZIP Code	Telephone Numbers
	Vice President or Equivalent		Day
	Title		Evening
	Signature of Vice President or Equivalent		Date
Name and Title	Street, City, State, ZIP Code	Telephone Numbers	
Other Officer		Day	
Title		Evening	
Signature of Other Officer		Date	
By signing above, I CERTIFY that I am at least 18 years of age, the organization applying is a NONPROFIT organization, I have examined this application and there is no misrepresentation or falsification in the information stated or attached, and the facts underlying our original qualification status remain unchanged. I FURTHER CERTIFY that I am aware that false or misleading statements will be cause for rejection of this application or revocation of the right to obtain any future licenses and I AM AWARE OF AND AGREE TO the conditions of Act 382 of the Public Acts of 1972, as amended, and the rules and directives of the Michigan Bureau of State Lottery.			

**PLEASE COMPLETE THE BACK PAGE OF THIS APPLICATION
 PLEASE MAKE A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS**



RAFFLE INFORMATION	8. Contact Person Ken Malik			9. Raffle Location (building name, if any) Rogers Plaza Parking Lot		
	Mailing Address Where License Should Be Sent 921 47th Street SW			Street Address 972 Rogers Plaza		
	City Wyoming	State MI	ZIP Code 49509	City Wyoming	County 41 Kent	
	Telephone Number (Day) 616 531 5990		Telephone Number (Evening) 616 970 1359	ZIP Code 49548		
	10. List name, home address, and telephone numbers of the person(s) in charge of raffle. Must be member for 6 months. If more than one chairperson, attach additional list.					
Raffle Chairperson		Street, City, State, ZIP Code		Telephone Numbers		
Name				Day		
				Evening		
11. If the total value of all prizes awarded in one day is \$500 or LESS, complete this section.						
Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:			
S	Date _____	Time a.m. _____ to _____ a.m.	All drawing dates included on this application must be at the same location. \$15 for 1, 2, or 3 drawing dates plus \$5 for each additional drawing date. (Example: 1 drawing date = \$15 fee, 6 drawing dates = \$30 fee.) Enter the total number of small drawing dates. \$15			
M	Date _____	Time a.m. _____ to _____ a.m.				
L	Date _____	Time a.m. _____ to _____ a.m.				
<input type="checkbox"/> Check here if there are additional drawing dates and attach list.						
-OR- If the total value of all prizes awarded in one day is MORE than \$500, complete this section.						
Drawing Date(s) and Time(s) (Must be between the hours of 8 a.m.-2 a.m.):			License Fee:			
L	Date 08/27/11	Time p.m. 4:00 to 4:15 p.m.	All drawing dates included on this application must be at the same location. \$50 x <u>1</u> = \$50.00*			
A	Date _____	Time a.m. _____ to _____ a.m.				
R	<input type="checkbox"/> Check here if there are additional drawing dates and attach list.					

TICKET INFORMATION	12. Will you be conducting an in-house raffle ONLY where there is no presale of the raffle tickets before the occasion? If yes, there is no need to complete the raffle ticket below. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	13. Complete the boxes below in ink; ensure the ticket is printed with all of the required items. See Raffle Rule 506.	
	<ul style="list-style-type: none"> Indicate any additional information that will appear on the actual tickets. 	
	RAFFLE Wyoming - Kentwood Area Chamber Foundation <small>Name of Licensee</small>	001 <small>Ticket #</small>
	Aug - 27, 2011 <small>Drawing Date(s)</small>	p.m. <small>Drawing Time(s)</small>
Prizes Rebuilt GM LS - 5.3 Vortec Engine <small>First Prize</small> <hr/> <small>Second Prize (if applicable)</small> <hr/> <small>Third Prize (if applicable)</small> <hr/> <small>Minimum 50/50 Prize (if applicable)</small>		<small>Purchaser's Name</small> <hr/> <small>Purchaser's Address</small> <hr/> <small>Purchaser's Phone #</small> <hr/>
Rogers Plaza Parking Lot <small>Raffle Location</small>	\$5.00 <small>Ticket Price</small> <small>(to be added when issued)</small> <small>License Number</small>	
<small>* For large prizes, you may want to include a disclaimer that states "If xxx (indicate number) tickets are not sold, the drawing will revert to a 50/50 raffle with the minimum prize of \$xxx (indicate dollar amount) awarded."</small>		

Make checks payable to: STATE OF MICHIGAN
 Submit completed application, supporting documents, and license fee to:
 Charitable Gaming Division, c/o Accounting, Box 30023, Lansing, MI 48909

OVERNIGHT DELIVERY: 101 E. Hillsdale, Lansing, MI 48933

* please apply the \$50 submitted for Org# 121005 for this application. See P. for copy of check.

Description of Raffle Prize*

GM LS series 5.3 Vortec Engine. Machined and Assembled for Performance, by C-Tech Performance.

All new parts as needed in re-build. With CNC Ported Heads and a

Edelbrock Carbureted Intake manifold. Valued at \$6500.00 - see attachment.

for Wyoming - Kentwood Area Chamber
Foundation

Date
4/12/2011



Invoice

Invoice #
6377

2320 Chicago Dr SW
Wyoming, MI 49519

Phone 616-534-6946
Fax 616-534-9915

Bill To
C-TECH

www.c-techperformance.com

P.O. No.	Year and Make	Project
		5.3

Item	Quantity	Description	Rate	Amount
V-8 Long block	1	Disassemble and inspect	290.00	290.00
Cam bearings & p...	1	R & R Bearings & plugs	85.00	85.00
Block	1	Bake/Blast block	90.00	90.00
Complete assy.	1	Jet clean assy.	135.00	135.00
3 or more to 4.5"	8	Bore & Hone 3 or more to 4.5	25.00	200.00
Mill V block - Ze...	1	Mill V block to zero deck	175.00	175.00
Hang pistons- press	8	R & R Pistons, press	9.00	72.00
V-8 crankshaft	1	Grind V-8 crankshaft	135.00	135.00
Balance assm, V-...	1	Balance rotating assembly, V style	220.00	220.00
135	1	CNC - Head Port	700.00	700.00T
4 cyl. OHV/ Flat	2	Performance valve grind	180.00	360.00
Cut seats only	16	Cut seats 3 angle, 5 or more for larger valves	10.00	160.00
Assemble head-race	2	Assemble race head, ea.	80.00	160.00
Resurface head-4...	2	Resurface head	45.00	90.00
Long block-race	1	Assemble long block - race	775.00	775.00
140 Parts	1	5.3 Core Long Block	500.00	500.00T
140 Parts	1	Rings	160.00	160.00T
140 Parts	1	Bearings	140.00	140.00T
140 Parts	1	ARP rod bolts	89.00	89.00T
140 Parts	1	ARP head bolts	175.00	175.00T
140 Parts	1	Performance Cam shaft	350.00	350.00T
140 Parts	1	Intake and Exhaust valves	150.00	150.00T
140 Parts	1	HV Oil pump	150.00	150.00T
140 Parts	1	Full gasket set	346.00	346.00T
140 Parts	1	Edelbrock RPM Carb Intake / Dual quad add \$125.00	677.00	677.00T
		Mich Sales Tax	6.00%	206.22

Pay online at
<https://ipn.intuit.com/g454nz8>

Pay online at: <https://ipn.intuit.com/g454nz8>

TERMS: NET AFTER 30 DAYS. A
SERVICE CHARGE OF 1 1/2% PER
MONTH (ANNUAL PERCENTAGE RATE
OF 18%) WILL BE ADDED TO THE
UNPAID BALANCE.

THANK YOU FOR YOUR BUSINESS!

Total	\$6,590.22
Payments/Credits	\$0.00
Balance Due	\$6,590.22

Wyoming-Kentwood Area 10/05
Chamber of Commerce
590 - 32nd Street SE
Wyoming, MI. 49548-2345

MERCANTILE BANK OF MICHIGAN
Wyoming, MI. 49519
74-13827724

20590

4/13/2011

PAY TO THE ORDER OF State of Michigan - V

\$**50.00

Fifty and 00/100***** DOLLARS

Michigan Department of Labor &
Economic Growth
Bureau of Commercial Services
P.O. Box 30767
Lansing, MI 48909
Metro Cruise Raffle App

Two Signatures Required if over \$2000

Ker Malik
Check is VOID 120 Days from Date

⑈020590⑈ ⑆0724⑆3829⑆ 1000597⑆6⑈

20590

State of Michigan - V
DIVISION EXPENSE:FINANCIAL DE Metro Cruise Raffle App

4/13/2011

50.00

Merc Bank Operatin Metro Cruise Raffle App

50.00

This was sent in for a Raffle Request for the Wyoming-Kentwood Area Chamber of Commerce. We are submitting a new Application under our Foundation and would like to apply the \$50 to this Application.

Ker Malik
5/19/11

Exhibit B

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

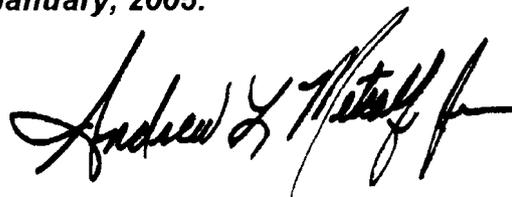
WYOMING/KENTWOOD AREA CHAMBER FOUNDATION

ID NUMBER: 789472

received by facsimile transmission on January 24, 2005 is hereby endorsed filed on January 26, 2005 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 26th day of January, 2005.



, Director

Bureau of Commercial Services

From:

01/24/2005 09:41 #003 P.002/007

From:

10/20/2004 13:10 #046 P.003/021

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date received		(FOR BUREAU USE ONLY)

Name Patrick J. Sullivan MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.		
Address P.O. Box 306		
City Grand Rapids	State MI	Zip Code 49501-0306

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

ARTICLES OF INCORPORATION

OF

WYOMING/KENTWOOD AREA CHAMBER FOUNDATION

These Articles of Incorporation are executed for the purpose of forming a non-profit corporation pursuant to the provisions of the Michigan Nonprofit Corporation Act being Act 162, Public Acts of 1982, as amended.

ARTICLE I

NAME OF CORPORATION

The name of this corporation is the Wyoming/Kentwood Area Chamber Foundation.

ARTICLE II

CORPORATE PURPOSES

The corporation is formed for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, and more specifically, to provide programming and funding that encourages free enterprise, enhances the quality of life in the Wyoming and Kentwood, Michigan area, or otherwise serves a charitable, scientific, literary, or educational purpose. The corporation will receive and administer funds for the granting of scholarships and for other educational, charitable and public welfare uses intended to enhance the quality of life in Wyoming and Kentwood, Michigan.

Wyoming-Kentwood Chamber Foundation Bylaws

**BYLAWS
OF THE
WYOMING-KENTWOOD CHAMBER FOUNDATION
June 2006**

**ARTICLE I
Name and Principal Office**

Section 1. **Name.** The name of this corporation shall be Wyoming-Kentwood Chamber Foundation.

Section 2. **Location.** The principal office shall be located at such place as the Board of Directors shall direct in southern Kent County, Michigan.

**Article II
Purpose**

The corporation is formed for any purpose permitted by Section 501(c)(3) of the Internal Revenue code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law), and may carry on any activities permitted pursuant thereto. Subject to the limitations contained in the previous sentence, the corporation may also carry on any activities permitted pursuant to Michigan law. The purposes of this corporation shall be as provided herein, which may include, not as a restriction of such purposes but as illustrative thereof, the following:

1. The promotion of community involvement in community affairs through charitable assistance;
2. The promotion of the welfare of the community and the welfare of its citizens.

The mission statement of this foundation shall be: "A foundation funding the improvement of human capabilities, business performance, and community growth."

**Article III
Directors and Officers**

Section 1. **Positions.** The government of this corporation shall be vested in a Board of Directors consisting of voting members including:

- a. The President of the Wyoming-Kentwood Area Chamber of Commerce
- b. Each member of the Executive Committee of the Board of Directors of the Chamber

The outgoing Chairman of the Foundation shall serve as a voting member of the Board of Directors for one subsequent year. No Director shall serve more than six consecutive years. Vacancies arising due to the departure of a Section 1 voting member defined above shall be filled by appointment of a Chamber Board Member, Chamber Member in good standing, or Community at Large representative. Additional voting members of the Board of Directors shall be appointed as hereinafter set forth in Section 2.

Section 2. **Appointment of Additional Directors.** The Directors automatically appointed pursuant to Section 1 above (incoming) shall appoint two additional voting Directors from among members of the Board of Directors of the Chamber, a number of additional voting Directors to be determined by the Board each year at its November meeting from among members in good standing of the Chamber, and one voting Director from the community at large. These additional Directors shall be appointed at a meeting of the Board of Directors prior to the beginning of the new fiscal year for a term of one year to serve until their successors are appointed and qualified. Vacancies arising for any reason shall be filled by appointment. Such appointment shall be consistent with the provisions of this section and Section 1.

Wyoming-Kentwood Chamber Foundation Bylaws

Section 3. Selection of Officers. At the Annual Meeting, the incoming Board of Directors shall select from among themselves a Chairman. The Chairman shall have been a member of the Board of Directors for at least one (1) year. The Board shall then appoint a Vice-Chairman, Treasurer, and Secretary. The Chairman shall further assign responsibilities to Directors as deemed necessary. Those appointed will take office immediately. No officer shall serve more than two consecutive years in any one position.

The Board may also designate a Corresponding Secretary to handle meeting notifications and other Board correspondence as necessary. The Corresponding Secretary need not be a member of the Board.

Section 4. Duties of Directors and Officers. The duties of the Directors and Officers of this corporation shall be such as ordinarily pertain to and are indicated by the title of their office. It shall be the duty of the members of the Board of Directors to attend meetings of that body. Any Director who misses two (2) consecutive regular Foundation Board of Directors meetings or a total of three (3) regular Foundation Board of Directors meetings during the fiscal year shall be dismissed from the Board of Directors; provided, that upon receipt of a written explanation acceptable to and approved by the Board of Directors, the dismissal may be waived. Vacancies so caused shall be filled as provided in Section 2 above.

The Chairman, as chief executive officer of this corporation, shall supervise the affairs and activities of said corporation and shall appoint members of standing and special committees subject to approval by the Board of Directors. Chairmen of standing and special committees shall prepare an initial report of activities and thereafter as requested progress to date, and be prepared to give such reports at each Board of Directors meeting if called upon to do so. Written reports will be required upon completion of particular projects or activities at the end of each fiscal year and as determined necessary by the Chairman.

The Vice-Chairman shall serve as Chairman in the Chairman's absence. The Vice-Chairman shall have other duties as assigned by the Chairman.

The Secretary shall keep minutes and an attendance record of the Board of Directors regular and special meetings and shall assist the Chairman in determining whether a quorum exists at all regular and special meetings of the Board of Directors. The Secretary shall have such other duties as assigned by the Chairman.

The Treasurer shall coordinate Foundation and Chamber bond insurance with the Chamber's Legal Counsel, be responsible for tax filings, renewal of Charitable Solicitation License, renewal of Michigan Annual Report, securing a quote for Errors and Omissions Insurance Policy for the Directors and obtaining signatories for all accounts. The Treasurer shall have such other duties as assigned by the Chairman or as stated in Policy.

Section 5. Standing Committees. The following Standing Committees are hereby established and will be staffed by the Chairman of the Board as necessary to carry out certain responsibilities and duties of the Board and the Foundation in the absence of available foundation staff members.

- a. There shall be a Development committee composed of half of the current directors serving on the Foundation Board, excluding those directors serving on the Grant Administration Committee, led by a member of the Board appointed by the Chairman and designated the Development Director. This committee shall be responsible for planning and executing a plan to raise funds for the Foundation consistent with provisions of Foundation bylaws and policies.
- b. There shall be a Grant Administration committee composed of half the current directors serving on the Foundation, excluding those directors serving on the Development Committee, led by a member of the Board appointed by the Chairman and designated

Wyoming-Kentwood Chamber Foundation Bylaws

the Grants Administrator. This committee shall be responsible for reviewing and approving grant requests and other proposed uses of Foundation funds consistent with provisions of Foundation bylaws and policies.

Article IV Meetings

Section 1. **Board of Directors Meetings.** To the extent practical, regular meetings of the Board of Directors shall be held at the same day and time of each month as established by the Board of Directors at the beginning of each fiscal year. The majority of Board members present shall constitute a quorum. In the event of a tied vote the Foundation Chairman is permitted a tie-breaking vote. Special meetings of the Board of Directors may be called by the Chairman or on written demand by three (3) Board members. The Corresponding Secretary shall send to each Board member a written notice for the special meeting setting forth the time, date (no earlier than (3) days after the notice), location and purpose of the special meeting.

Section 2. **Annual Meeting.** The Foundation's annual meeting shall be the board meeting immediately following the Chamber's annual meeting.

ARTICLE V Vacancies and Succession of Office

Section 1. **Chairman.** In case of the death, disability or resignation of the Chairman, or the removal of the Chairman as a Director, the voting members of the Board of Directors shall elect a new Chairman from among the current Board of Directors. Such appointment shall fill the unexpired term created by the vacancy.

Section 2. **Directors/Officers.** In the case of the death, disability, resignation or removal of a Director (excluding Chairman), the Chairman shall appoint a new Director who meets the Director requirements set forth herein and is approved by a majority vote of the current Directors.

Section 3. **Termination of Director.** The Board of Directors, after a hearing, may, by a two-thirds (2/3) majority vote of those Directors present constituting a quorum, censure, suspend or remove from the Board of Directors for good cause shown, provided that such Director is given written notice of this action by the Board of Directors by certified mail no less than twenty-one (21) days prior to the date of such action.

ARTICLE VI Governance

Section 1. **Government.** The Board of Directors shall have the responsibility and control of the property and management of the corporation.

Section 2. **Authorization of Payment and Obligations.** All checks must be signed by either the Chairman or the Treasurer. Furthermore, all disbursements in excess of One Hundred Dollars (\$100) must be approved by the appropriate committee chairman or designated officer and all disbursements in excess of approved budgets must be individually approved by the Board of Directors.

Section 3. **Endowment Fund.** The Board of Directors shall establish and maintain an Endowment Fund the principal of which shall be restricted from distribution in perpetuity (except upon approval by a ¾ vote of the Board of Directors) with only the investment earnings thereon to be generally available for distribution. For purposes of this paragraph, "Endowment Fund" shall not include pass through funds.

Wyoming-Kentwood Chamber Foundation Bylaws

Section 4. **Plan of Action.** The Board of Directors, at a planning meeting to be designated by the Chairman, shall approve and shall cause to be printed its Annual Plan of Action and Budget.

Section 5. **Bylaws and Policy Revisions.** Bylaws and policy shall be reviewed on a yearly basis and approved by the board at any regular Foundation Board meeting.

**Article VII
Fiscal Year and Audit**

Section 1. **Fiscal Year.** The Fiscal year of this corporation shall begin on January 1 and shall close on December 31.

Section 2. **Annual Audit.** When required by federal or state law to conduct an annual audit, the incoming Chairman shall appoint one (1) Chamber member, but not a member of or advisor to the Board of Directors, to serve as the Chairman of the Annual Audit. The Annual Audit shall be conducted by an independent organization in accordance with audit procedures as established by the State of Michigan. The findings of the Annual Audit for any fiscal year shall be presented to the Board of Directors of the next administration.

**Article VIII
Amendment, Definition and Clarification of Bylaws**

Section 1. **Amendment.** These Bylaws may be amended by a two-thirds vote of the Board members present at any regular meeting of the Foundation Board of Directors, provided a quorum is presented as prescribed herein, and provided that a written notice of the proposed amendment or amendments has been mailed to the last known address of each voting director at least ten (10) days prior to the date of such meeting.

Section 2. **Definition.** Use of the word "shall" in these Bylaws shall be construed to refer to mandatory action.

Section 3. **Clarification.** The Board of Directors may adopt from time to time written policy guidelines for the purpose of clarifying these Bylaws and ensuring the continuation of the traditions and philosophies of the Wyoming-Kentwood Chamber Foundation.

Adopted by the Foundation Board of Directors, June 13, 2006.

Wyoming-Kentwood Chamber Foundation Policy Index

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 - n. Major Project Employee Expense Policy
 - o. Employee Agreement

Atch.: Foundation Charity Outcome Report

Adopted by the Foundation Board of Directors on July 11, 2006.

Introduction

This Policy consists of general rules of operation which experience has proven necessary for the prudent operation of the Foundation consistent with its traditions, philosophies and charitable purposes.

I. Administration

A. Annual Report

The Chairman of the Board of the Foundation shall be responsible for preparing and publishing to the Wyoming-Kentwood Area Chamber of Commerce Board of Directors the Foundation's annual report of finances and activities not later than one month following the end of each fiscal year. The Chairman of the Board shall provide each Director with a copy of the annual report.

B. Plan of Action

At the annual Foundation Board of Directors' planning session, the Chairman of the Board shall be responsible for presenting for the Board's approval the Foundation's Plan of Action for that fiscal year utilizing the Chairman's Planning Guide format. The Chairman shall also prepare for Board of Directors approval by no later than one month following the end of each fiscal year the Foundation's final report of activities of that fiscal year also in the Chairman's Planning Guide format.

C. Donor History

The Development Director shall maintain a permanent donor history of all donations to the Foundation.

II. Deviations/Amendments

A. Deviation

Any provision or provisions of this Policy may be deviated from only upon an affirmative vote of two-thirds of members of the Board of Directors then in the office (whether or not in attendance) on specific issue of each Policy involved.

B. Amendments

Any provision or provisions of the Policy may be amended only upon an affirmative vote of two thirds of the members of the Board of Directors in office (whether or not in attendance) provided written notice of the meeting at which such proposed amendment (together with the text of such amendment) shall be considered has been mailed to each member of the Board of Directors at least one week prior to such a meeting.

C. Board of Directors Meeting Dates

Board of Directors meeting times and dates shall be determined by the Directors at the beginning of the fiscal year.

III. Foundation Finances

A. Accounts

All funds received by the Foundation shall be immediately deposited in an appropriate account to be withdrawn only at the direction of the Board of Directors. Withdrawals (not including transfers between Foundation accounts) shall require co-signatures of individuals approved by the Board of Directors. Checks in the amount of \$1000.00 or greater shall require two signatures.

B. Employee Dishonesty Policy

The Board of Directors shall at least annually review the status and level of Employee Dishonesty bonds covering Foundation officers.

C. Investments

All Foundation funds shall be maintained in common accounts or investments as directed from time to time by the Board of Directors unless separate accounts and/or investments are specifically authorized by the Board of Directors. The Board of Directors shall appoint an investment review committee who shall annually review all Foundation investments.

D. Specific Purpose Funds

All donations to the Foundation which are accepted by the Board of Directors for specific purposes or special funds shall be separately maintained on all Foundation financial records and reports regardless of whether such are in separate accounts or investments. The Board of Directors may charge fees for maintaining these specific purpose funds equal to the income generated by them.

E. Major Project Finances

All Major Project Finances shall be in accordance with Major Project contracts as approved by the Board of Directors.

F. Reserve Fund Policy

The Foundation shall maintain a Reserve Fund under the following guidelines.

1. Purpose.

The purpose of the Reserve Fund shall be to provide a financial reserve for large capital expenditures and substantial, non-recurring expenses related to the operations of the Foundation and its projects. By way of example, but not limitation, potential Reserve Fund expenditures could include:

- a. Construction of a facility for storage of Foundation assets related to the operations of a Major Project (large capital expenditure);
- b. Seed money to cover expenses related to the launching of a new Foundation project before that project begins generating revenue (substantial, non-recurring expenses).

2. Size.

At the time of the adoption of this Policy, the balance of the Reserve Fund shall be set at \$100,000. Whenever the balance of the Reserve Fund shall fall below \$100,000 due to expenditures from the Fund under Paragraph 4 below, contributions to the Reserve Fund shall be made as outlined in Paragraph 3 below until such time as the Reserve Fund balance returns to \$100,000.

3. Contributions.

Whenever the Reserve Fund balance shall be less than \$100,000, the Foundation shall make an annual contribution to the Reserve Fund. The contribution shall be reflected on the Foundation's year-end financial statements. The amount of the contribution shall be the lesser of (1) the amount necessary to bring the Reserve Fund balance to \$100,000 or (2) 25% of the Net Operating Profit of the Foundation that year (exclusive of investment income or gains and rounded to the nearest \$5,000).

For purposes of this Policy, "Net Operating Profit" shall be the total revenues of the Foundation less the total expenses; however, revenues shall not include interest income on any account nor investment income or gains, and expenses shall not include

grants made by the Foundation (including money distributed to the lead and primary charities of a Major Project) and investment losses.

4. Expenditures.

Expenditures from the Reserve Fund shall be made only with the approval of two-thirds of the voting members of the Foundation's Board of Directors. Although the Board of Directors may approve lesser amounts, it is anticipated that expenditures from the Reserve Fund would typically be in excess of \$20,000. Furthermore, no expenditure from the Reserve Fund shall be made for non-Major Project purposes if it would reduce the balance of the Reserve Fund below \$50,000.

5. Investment and Accounting of Reserve Fund.

The Reserve Fund shall be commingled with the Foundation's other financial assets and need not be held in a separate account. However, the Foundation's financial statements shall include a separate line item for the Reserve Fund and designate its balance. Investment income on the Reserve Fund, along with any investment gain or loss (realized or unrealized), shall be accounted for as part of the Foundation's general (unrestricted) funds (i.e., the balance of the Reserve Fund shall change only due to contributions made under Paragraph 3 above or expenditures made under Paragraph 4 above).

6. Endowment Fund.

The Foundation shall each year make a minimum contribution to the Endowment Fund of 25% of the Net Operating Profit of the Foundation (as defined in Paragraph 3 above) less any amount paid that year to replenish the Reserve Fund under Paragraph 3 above.

IV. Donations and Fundraising

A. General Funds

Donations to the Foundation for its general funds may be accepted by the Chairman or Treasurer without prior approval of the Board of Directors except for donations from categories of donor designated by the Board of Directors from time to time. At each Board of Directors meeting, the Treasurer shall report on the status of all donations received and/or pledged, and the purpose of such donation. All donations shall be deemed accepted by the Foundation unless the Board of Directors then determines to reject or place conditions on such donation. A record of all such donations shall become a permanent part of the minutes.

For purposes of determining donor status, only unrestricted donations shall be considered (except donation to specified restricted funds of the Foundation which restrictions allow substantial Board of Directors discretion in the application of the funds shall be considered unrestricted donations for this purpose).

B. Acknowledgement of Donations

All donations received by the Foundation shall be acknowledged by an appropriate letter from the Chairman, or the Chairman's appointee.

C. Fundraising

Except upon approval by the Board of Directors, no individual or entity shall be authorized to actively solicit any pledge, donation or contribution of any kind on behalf of the Foundation.

D. Specific Purpose

Donations to the Foundation for a specific purpose shall be accepted only upon a prior authorizing majority vote of the Board of Directors. Any Board of Directors resolution authorizing the acceptance of donations for specific purposes shall consider whether a time limit on such acceptances is appropriate and include a formal contract entered into with the donors and/or others regarding the use of those funds.

E. Classes of Donors

Donors to the foundation shall be classified, with each class to be entitled to such rights and privileges as established from time to time by the Board of Directors, as follows:

1. Sponsor – for any donation in an amount of \$25.00 to \$99.00
2. Sustaining Sponsor – for any donation in an amount of \$100.00 to \$499.99
3. Patron – for any five year aggregate donations totaling \$500.00 to \$999.99
4. Benefactor – for any ten-year aggregate donation totaling \$1000.00 or more
5. Other – for any special donations in excess of an amount determined by the Board of Directors (but not less than twice the donation required by the Benefactor donor status) with the Board of Directors to designate such other donor status.

V. Grants

A. Grant Guidelines.

The Wyoming-Kentwood Chamber Foundation needs to maintain a flexible attitude in its grant making guidelines to better effectuate its purpose as set forth in its Articles of Incorporation. However, this flexibility must be maintained within the bounds of interest areas to the Directors to ensure a consistent approach to achieving those purposes. The following guidelines shall be used in determining the granting of any grant request:

1. Grants shall be awarded to qualified 501(c)(3) tax-exempt organizations or to other nonprofit organizations that will utilize the grant proceeds for generally recognized charitable purposes consistent with the Foundation's tax-exempt status.
2. Grants shall be awarded to organizations in Southern Kent County with the predominant use of grant proceeds to be within Southern Kent County. The Foundation may make exceptions *only* for the Wyoming-Kentwood Area Chamber of Commerce who may undertake programs benefiting people outside of Southern Kent County.
3. Grants shall be made for charitable 501(c)(3) purposes allowed by the Internal Revenue Code. The Foundation will look most favorably upon projects that impact Community residents, Community Services, Education, and the business community. The Foundation will also look most favorably upon projects that impact the greatest number of people, consistent with Chamber' philosophy. The Foundation will be more likely to consider projects which are capital in nature (bricks and mortar, equipment) and/or that serve to improve the efficiency and productivity (technology) of nonprofits.
4. The Foundation will also make grant requests for Special Projects in conjunction with the Wyoming-Kentwood Area Chamber of Commerce – in recognition of our special relationship. These programs or projects must meet the tax-exempt definition of charitable purpose.

The Foundation will not rule out, but does not generally consider the following to have high priority in granting decisions: Contingency funds or, operational funds. The Foundation will not make grants for religious or political purposes, or direct use by individuals. The

Wyoming-Kentwood Chamber Foundation Policy

Foundation is not likely to fund an organization year after year, except in rare circumstances, and considers once in three years to be reasonable.

Organizations interested in applying for a grant from the Wyoming-Kentwood Chamber Foundation are encouraged to attend the Grantmaker-Grantseeker seminar held in September. Information may be requested from the Wyoming-Kentwood Chamber Foundation office.

B. Grant Monitoring

Every approved grant request shall include a mechanism by which the Foundation will be reasonably informed of the appropriate use of the grant proceeds. It is the duty of the Foundation to follow up and ensure that the proceeds are utilized properly. To insure the receipt of accurate reporting, the grant proceeds payment may be conditioned upon satisfactory proof of the appropriate expenditure of funds equal to at least the grant proceeds paid. To insure the proper recognition for and use of Foundation funds each organization accepting these funds shall abide by the following provisions:

1. The Wyoming-Kentwood Chamber Foundation and Title Sponsor's names will be included in any internal and/or external advertising or public relations as a financial sponsor of the project benefiting from Foundation funds.
2. An outcome study form (see Addendum) must be filled out and returned within three (3) months after receipt of funds. If the partner organization's project(s) are not completed by this date, a preliminary report will still be required. If an outcome report or interim outcome report is not received, the organization will not be considered for any future grants.
3. If for any reason, the project(s) are cancelled, the amount of the funding by the Title Sponsor / Wyoming-Kentwood Chamber Foundation will be immediately returned to the Foundation.
4. The partner organization will agree to pre and post funding meetings with representatives from the Title Sponsor and the Wyoming-Kentwood Chamber Foundation to outline and assess participation in the project by the organization.

C. Charity Selection for a Major Project

1. Committee Structure. The Committee to secure a Lead Charity for a Major Project shall consist of the following:

Grants Administrator (Committee Chairperson);
Community Relations Vice-President of the Chamber;
(2) Major Project Liaisons to the Foundation
(1) Co-chair from the previous year;
(1) Co-chair from the current year,
Major Project Executive Director
Title Sponsor Representative to the Steering Committee; and
The Community Liaison to the Foundation.

In the event of an even number of voting committee members the Grants Administrator would break all tie votes.

2. All requesting organizations should provide an original grant application form and 10 copies to the Committee by November 1 for consideration. The Committee shall then review the applications to determine a Lead Charity that best meets the purpose of the Foundation.

3. The proposed Lead Charity shall be approved in December by the Foundation Board of Directors. The Grants Administrator shall present a verbal or written report to the Steering committee and Chamber Board of Directors prior to the announcement to the Chamber Membership.

4. The Lead Charity selected shall then be announced at the Annual Meeting of the Chamber.

D. Featured Charity. The Foundation may from time to time choose to include in a Major Project a "Featured Charity."

1. Benefits to the Featured Charity.

a. Proceeds.

The Featured Charity shall receive 10% of Major Project charitable proceeds. This distribution shall be funded by reducing the amounts paid to the Lead Charity by 5% of Major Project charitable proceeds and to the Primary Charities by 5% of Major Project charitable proceeds.

b. Renewal of status as "Featured Charity."

The Featured Charity role may be viewed as an exception to Policy V.D., that a charity will not likely receive funds more often than once every three years. The Foundation may, in its sole discretion, choose to renew an organization's status as Featured Charity on an annual basis.

2. Featured Charity Selection Process.

a. The Lead Charity Selection Committee shall also oversee the Featured Charity Selection Process.

b. The Foundation may select a Featured Charity without the solicitation of applications, by consideration of applications by organizations specifically invited to submit an application, or by an open solicitation of applications.

c. The solicitation of applications for Featured Charity shall not be deemed a commitment by the Foundation to name a Featured Charity in a particular year and the Foundation may, after consideration of applications, decline to name a Featured Charity. The Foundation may also decide not to name a Featured Charity without soliciting any applications.

3. Renewal of Featured Charity status.

a. Following each Major Project in which there is a Featured Charity, the Featured Charity shall be evaluated as provided in Policy V.D., After reviewing the written evaluation, the Selection Committee shall recommend to the Foundation whether to renew the current Featured Charity's status as Featured Charity.

b. Upon receipt of the Selection Committee's recommendation, the Foundation may take such action as it deems appropriate, including:

- i.** Renewal of the Featured Charity's status for an additional year without solicitation of applications from other organizations;
- ii.** Solicit applications for Featured Charity for the following year, inviting the current Featured Charity to reapply;
- iii.** Solicit applications for Featured Charity for the following year, without inviting the current Featured Charity to reapply;
- iv.** Determine that the Featured Charity's status shall not be renewed and that there shall be no Featured Charity for the following year.

E. Grant Application Process. (Pertaining to Major Project Lead and Featured Charity Selection).

1. The Grants Committee shall consist of the following:

Grants Administrator;
Chairman of the Foundation;
Community Relations Vice-President of the Chamber;
Community Liaison of the Foundation Board of Directors;
(1) Chamber member (over 2 years) appointed by the Chairman of the Foundation; and
Past Chair of the Major Project not sitting on the Lead Charity Committee.

2. The Grant Committee shall then solicit grant applications from the community. Utilizing the guidelines set forth by those policies, the Grant Committee shall recommend qualifying organizations' requests in order of preference to the Foundation. The Foundation Board of Directors must approve the recommendation by a two-thirds vote.

F. Wyoming-Kentwood Area Chamber of Commerce

Because of the Foundation's relationship and familiarity with the Wyoming-Kentwood Area Chamber of Commerce and its activities, grant requests from that organization may be considered outside of the Foundation's normal grant process. However such grants may be approved only by an affirmative vote of two thirds of the members of the Foundation Board of Directors then in office (whether or not then in attendance). The Wyoming-Kentwood Area Chamber of Commerce shall verify the appropriate use of the grant proceeds by submitting to the Foundation Chairman a completed Chairman's Planning Guide that has received approval of the Wyoming-Kentwood Area Chamber of Commerce Board of Directors. All granted funds approved shall be announced at the following Chamber Board meeting and Chamber members notified thereafter.

G. Wyoming-Kentwood Area Chamber of Commerce and other Organizations

The Foundation shall make no grant to the Wyoming-Kentwood Area Chamber of Commerce for a project that provides anything of value to a third-party organization, unless the following conditions are met:

1. A Chairman's Planning Guide (CPG) has been approved which specifically states the goals of the project, what commitments are being made by the Chamber to the third-party organization, and what conditions, if any, are imposed to obligate the Chamber's performance.

2. A copy of the CPG shall be delivered to both the Foundation and the third-party organization.

3. No revisions to the CPG that affect the obligations of any of the parties shall be made without written acceptance of those changes by all the parties.

4. An agreement shall be signed by the Foundation, Chamber and third party organization that specifically sets forth the following terms:

- a. The obligations, and any conditions, of the Chamber;
- b. The obligations, and any conditions, of the third-party organization;
- c. The provisions from the minutes of the Foundation reflecting the approval of the grant and the conditions thereof;
- d. The third-party organization acknowledges that no member of the Chamber or the Foundation may obligate the Chamber or the Foundation to anything not contained in the agreement, grant approval, and the approved CPG.

Wyoming-Kentwood Chamber Foundation Policy

This policy shall not apply to grants that only reimburse the Chamber for expenses incurred in carrying out a project of the Chamber.

H. Other Organizations

The Foundation will consider requests to organizations without a 501(c)(3) designation in rare instances. These grant applicants must fill out a Chamber Chairman's Planning Guide to verify that the purposes for the grant are charitable. Further, a completed Chairman's Planning Guide **MUST** be submitted after the project is completed with receipts attached as substantiation. Such a grant may be approved **ONLY** by an affirmative vote of two thirds of the members of the Foundation Board of Directors.

VI. Project Operations Policy.

A. Purpose

The purpose of the policy is to establish guidelines for the operation of projects, other than a Major Project, especially with respect to those run in conjunction with the Wyoming-Kentwood Area Chamber of Commerce. This Policy is designed to ensure compliance with the Internal Revenue Code and to detail the responsibilities of each entity or individual involved.

B. Types of Projects

The following types of projects are covered by this Policy:

1. Approved Chamber Projects:

These are projects run by and in the name of the Wyoming-Kentwood Area Chamber of Commerce ("the Chamber"), but for which the Foundation has granted its permission to the Chamber to solicit donations in the Foundation's name.

2. Joint Projects:

These are projects that are jointly run by and in the name of both the Foundation and the Chamber.

3. Chamber Managed Foundation Projects:

These are projects run in the name of, and for the benefit of, the Foundation, but for which the Chamber will run the operations of the project.

4. Foundation Projects:

These are projects run by and in the name of the Foundation.

C. Charitable Purposes

In all cases, any Approved Chamber Project or Joint Project must be run for the benefit of the Foundation, another IRC § 501(c)(3) organization, or for a charitable purpose as defined under the Internal Revenue Code. No such project shall be approved by the Foundation if it will benefit a person or entity under circumstances in which the Foundation would be precluded by law from making a grant to that person or entity.

D. Receipt of Donations

The following procedures apply to all four types of projects unless otherwise indicated.

1. All checks should be made out to the Wyoming-Kentwood Chamber Foundation.
2. All contributions shall be receipted by means a standard Foundation receipt letter.
3. The issuance of the receipt letter and a "Thank You" letter shall, in the case of an Approved Chamber Project or a Joint Project, be the responsibility of the Project Chair. These letters shall be issued within 30 days of the receipt of the donation and a copy shall

Wyoming-Kentwood Chamber Foundation Policy

be supplied to the Foundation Development Director (or, if the position of Development Director is vacant, to the Foundation Treasurer). If the Project Chair shall fail to issue the letters by the deadline, the Development Director shall issue them and the project will be billed for the Development Director's time.

4. In the case of Chamber Managed Foundation Projects and Foundation Projects, the Development Director shall be responsible for the issuance of receipt and thank you letters.

5. Unless otherwise provided, the proceeds of any project that inures to the benefit of the Foundation shall be deposited into the Foundation's General Fund.

E. Payment of Expenses.

1. The Chamber shall be responsible for the payment of all expenses related to Approved Chamber Projects. The Foundation will reimburse the Chamber for allowable expenses up to the amount of donations received by the Foundation, which were designated to the benefit of the project.

2. In cases of Joint Projects and Chamber Managed Foundation Projects, it shall be determined in advance whether the Chamber or the Foundation shall be responsible for the payment of expenses. The Foundation may reimburse the Chamber for reasonable expenses incurred and paid by the Chamber in running such projects.

F. Project Approval.

1. In cases of Approved Chamber Projects, Joint Projects and Chamber Managed Foundation Projects, the Chamber shall submit an Initial CPG before the project begins and a Final CPG after the completion of the project. The Foundation's approval of the Initial CPG shall be the grant of permission to proceed and the Foundation's approval of the Final CPG shall be its acceptance of the completion of the project in all respects.

2. Foundation Policy shall be deemed to be terms included in all projects. If there is any provision in a CPG that is inconsistent with Foundation Policy, Foundation Policy shall control unless the Foundation Board shall, by separate vote, override Policy. A vote to approve a CPG shall not be construed as a vote to override Policy.

G. Disbursement of project proceeds to other organizations.

1. No proceeds from any project shall be disbursed to any other organization unless the Foundation shall have on file that organization's IRC § 501(c)(3) Determination Letter.

2. The Foundation may require the submission of a formal Grant Application on behalf of the third-party organization that is to receive proceeds from a project.

H. Restricted Donations.

1. Unless a donor indicates an intent to make a restricted donation, all donations to the Foundation, including those received as the result of a specific project, shall be treated as general contributions to the Foundation and need not be expended solely to the benefit of a particular project.

2. If one or more donors make a donation restricted to the benefit of a particular project, those donations shall be accepted and put to use only for the benefit of that project. If the amount of such restricted donations exceeds the amount needed by a project, the excess amount shall either be held by the Foundation in a restricted fund for the next time that the project shall be conducted, or refunded to the donors (unless the donor indicates a willingness to remove the restriction on the donation).

Wyoming-Kentwood Chamber Foundation Policy

3. If the Foundation makes a grant to the Chamber for an Approved Chamber Project, in addition to granting approval to solicit in the Foundation's name, such grant shall be deemed either "inclusive of donations" or "exclusive of donations".

a. If a grant is deemed "exclusive of donations," the amount paid by the Foundation under the grant to the Chamber is the lesser of (1) the amount granted or (2) the amount of the project's approved expenses less the amount of donations made to the project (this grant is designed to be in addition to any donations received for the project, but with any excess monies being returned to the Foundation);

b. If a grant is deemed "inclusive of donations," the amount paid by the Foundation under the grant to the Chamber is the lesser of (1) the amount granted less the amount of donations made to the project or (2) the amount of the project's approved expenses less the amount of donations made to the project (this grant is designed to ensure that a minimum amount be committed to the project, with the grant guaranteeing the difference between that minimum amount and the amount of donations received);

c. If the type of grant is unstated in the motion approving the grant, it shall be deemed to be made "exclusive of donations."

[**Example 1:** The Foundation makes a \$2,000 grant to the Chamber for an Approved Chamber Project. The project incurs expenses of \$2,500 and received \$1,300 in donations. If the grant is deemed "inclusive of donations," the Foundation would pay the Chamber \$700 under the grant (the \$2,000 grant less \$1,300 in donations). If the grant is deemed "exclusive of donations" the Foundation would pay the Chamber \$1,200 (\$2,500 in expenses less \$1,300 in donations) under the grant.

Example 2: The Foundation makes a \$2,000 grant to the Chamber for an Approved Chamber Project. The project incurs expenses of \$3,500 and received \$1,300 in donations. If the grant is deemed "inclusive of donations," the Foundation would pay the Chamber \$700 under the grant (the \$2,000 grant less \$1,300 in donations). If the grant is deemed "exclusive of donations" the Foundation would pay the Chamber \$2,000 (the \$3,500 in expenses less \$1,300 in donations equals \$2,200, which exceeds the amount of the grant, so only the grant amount is paid) under the grant.]

I. Management Fees and Foundation Development Director Reimbursement.

1. With respect to Joint Projects and Chamber Managed Foundation Projects, the Foundation may pay the Chamber a reasonable Management Fee for the Chamber's operation of the project. The Management Fee shall not exceed an amount for which the Foundation would pay an unrelated entity in an arm's length transaction for similar services.

2. The time of the Foundation's Development Director shall be deemed to be an expense of any project in which the Development Director shall participate and the project shall reimburse the Foundation's General Fund at the rate of \$15.00 per hour of time expended by the Development Director on behalf of the project. The Foundation Board may waive this requirement in whole or in part on an individual project basis. It shall be the responsibility of the Development Director to bill each project for the Director's time.

J. Use of Foundation Letterhead.

1. Foundation Letterhead shall be used to receipt all donations to the Foundation.

2. Foundation Letterhead may not be used in conjunction with Approved Chamber Projects other than for the receipting of donations to the Foundation made in connection with that project.

Wyoming-Kentwood Chamber Foundation Policy

3. The Chamber shall not use Foundation Letterhead in conjunction with any Joint Project or Chamber Managed Foundation Project unless each specific use is approved in advance by the Foundation Chairman, Supervising Director, or the Development Director.

Supervising Director. For each Joint Project, Chamber Managed Foundation Project and Foundation Project, there shall be a Supervising Director appointed by the Foundation Chairman. The Supervising Director shall be responsible for ensuring compliance with this Policy and for keeping the Foundation Chairman and Board informed of the project's progress.

VII. Building Policies.

The Operating Expenses, including utilities and maintenance, of any building shall be paid 70% by the Foundation and 30% by the Chamber.

VIII. Major Project Policies

A. Chamber logo use and acknowledgement of officials.

The Chamber logo shall be featured on all Event Information Boards during a Major Project, and utilized in all publications. Further, when acknowledgements are put on event Information Boards or otherwise published, the order of acknowledgements is as follows:

Foundation Chairman
Foundation Directors (group title versus individual names)
Chamber President
Chamber Officers (those over the project)
Major Project Liaison
Major Project Chair
Major Project Vice Chair
Major Project Executive Committee
Major Project Staff.

B. Ticket Package Protocols.

The following current and past officials of the Wyoming-Kentwood Area Chamber of Commerce and Wyoming-Kentwood Chamber Foundation shall receive complimentary ticket packages:

Chamber Chairman
Chamber President
Foundation Chairman
Major Project Chairman
Major Project Committee
Chamber Exec Committee
Chamber Board Members
Foundation Board Members
Past Chamber Chairman

The Major Project Executive Director shall grant reasonable requests by the above officials for additional tickets.

IX. Personnel Policies

A. Employment Categories

The Foundation may employ individuals on a full-time, part-time or temporary employment basis. Full-time employees have work schedules that consist of 35 hours, or more, per week. Part-time employees are those who have work schedules that consist of less than 35 hours per week. Employees hired for a specific and/or limited time period are Temporary Employees. Full-time employees receive benefits as specified. Part-time or temporary employees do not receive benefits.

B. Introductory Period

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. This period is utilized to evaluate employee capabilities, work habits, and overall performance. At the end of the introductory period the employee will either be made a full or part-time employee or will be terminated. During this introductory period, employees are not entitled to holiday or vacation pay.

C. Personnel Files

Personnel files are the property of the Foundation, and access to the information they contain is restricted. Employees who wish to review their own file should contact the Chairman of the Foundation. Copies of the employee's file may be obtained upon payment of the cost of making such copies (20 cents per page).

D. Written Contracts

These policies apply to all employees unless specifically contradicted in a written contract of employment. To be effective, any written contract of employment must be signed by the employee and the Chairman of the Foundation, and certified by the Secretary of the Foundation.

The responsibility for, and approval of, the hiring and disciplining, up to and including termination, of all specific project employees, excluding the project's Executive Director, rests with the Executive Director, with action to be taken after notification to the Foundation Chairman and Legal Counsel. The responsibility for, and approval of, the hiring and disciplining, up to and including termination, of a project's Executive Director and non-project Foundation Employees rests with the Foundation Board of Directors.

E. Job Descriptions

Each employee will be provided with a job description at the initiation of his or her employment with the Foundation. The Job Descriptions shall be signed by the employee, who shall receive a copy, the original document shall be held in their personnel file.

F. Performance Evaluation

Each employee is eligible for at least an annual performance evaluation and salary review, after the final Chairman's Planning Guide for that year's Major Project has been approved by the Foundation.

G. Bonuses and Merit-Based Pay Adjustments

To be eligible for any bonuses that may be awarded, an employee must work through the end of the month following the project or event upon which that bonus is based, unless a shorter period is specified in writing by the Project's Executive Director.

Merit-based pay adjustments are awarded to recognize truly superior performance. The decision to award such an adjustment rests solely in the Foundation Board of Directors; in consultation with the employee's immediate supervisor and the Project's Executive Director.

H. Office Schedule

The standard office schedule shall be Monday through Friday, 8:30 a.m. through 5:00 p.m. Sometimes; however, the office may have to be open or closed outside those hours and days.

I. Overtime

Exempt employees are not eligible for overtime pay. Exempt employees include the Executive Director, the Sales Manager, the Major Project Manager and the Major Project Administrator. Overtime will be paid for all hours worked in excess of 40 hours per week if approved in advance by the employee's supervisor. Hours not worked, such as personal days or holidays, are not included in determining eligibility for overtime pay. For the purpose of calculating overtime, an employee's hourly rate is determined by dividing the employee's annual salary by 2080 hours. All non-exempt employees, including part-time and temporary, will be paid overtime at an hourly rate of 1 ½ times their regular hourly rate. During weeks that an employee works seven days, the employee will be paid an hourly rate of 2 times their regular hourly rate for the hours over 40. For this purpose, a week begins on Monday and ends on Sunday.

J. Paid Leave Bank

Vacation, sick and personal days are all combined in a paid leave bank for each employee. Each employee is eligible for a given number of paid leave days each year. From those days, the employee must draw days of sickness, disability, vacation, and personal needs (other than time off for death in the immediate family). Any absence for any reason requires the submission of an absence slip to the employee's supervisor.

1. Number of Paid Leave Days

From the date of employment through the completion of 5 years of continual employment an employee is entitled to 1.5 days paid leave per month to be awarded on the last day of each month. Upon completion of 5 years (beginning of the 61st month) and thereafter an employee is entitled to 2 days paid leave per month to be awarded on the last day of each month. Although an employee may elect to carry paid leave in excess of 12 days a maximum of 12 days reimbursement will be granted for paid leave upon termination of employment. The Executive Director shall on the 1st of each month send to the Foundation Chairman and Legal Counsel a paid leave summary for each project or Foundation employee. The Paid Leave Summary shall include beginning balance, hours / days used, days earned and ending balance.

2. Vacations

a. Vacations of three (3) or more days must be scheduled with your supervisor at least three weeks prior to the first day of the vacation. Vacations of two (2) or fewer days must be scheduled one week in advance with your supervisor. Every effort is made to accommodate requests but vacations must be scheduled around the needs of the Foundation and major projects or events.

b. If a vacation has been scheduled and approved and, prior to the vacation, an emergency illness or disability exhausts the employee's paid leave bank, the employee may be allowed to take the vacation as unpaid leave.

3. Illness and/or disability

a. It is the employee's responsibility to use paid leave days in such a way that adequate provision is made for the possibility of sickness and/or disability.

b. If an employee is sick, days of absences will be charged to his/her paid leave bank until the bank is exhausted. If absences for sickness occur after the bank is exhausted, those absences will be unpaid.

c. If an employee is absent more than three consecutive days for illness, management may require a doctor's statement to confirm the illness. Management reserves the right to require a doctor's statement in other circumstances.

d. If an employee is disabled, the first five (5) business days of absences will be charged to his/her paid leave bank. After (5) business days of absence, the employee may choose to continue using his/her paid leave bank (to receive full salary) until the bank is exhausted or the employee may choose to receive unpaid leave.

4. Absences of Less than a Full Day

All absences during the business day will be charged to an employee's paid leave bank. Absence memos must be completed to show time of departure and time of return. The hours missed will be charged against the bank with eight (8) hours constituting a full day. If an employee fails to indicate the time returned on the absences memo (or fails to return) all remaining hours of the workday will be charged to the employee's paid leave bank. Paid leave time may be taken in a minimum of 4 (four) – hour increments.

K. Jury Duty

Serving on a jury is a civic duty and, as such, is fully supported by the Wyoming-Kentwood Chamber Foundation. During jury service, the foundation will continue the employee's full compensation up to a total of ten workdays. An employee who is summoned by the court for jury duty but who either does not serve as a juror or who is excused from serving as a juror for any part of the scheduled work day must report for work promptly after being excused in accordance with the applicable law.

L. Holidays

Employees are eligible for the following holidays off each year, unless they fall within the weekend preceding or within a project/event week.

The office will be closed from December 25 through January 1.

Memorial Day
Independence Day
Labor Day
Thanksgiving

Full-time employees are entitled to the listed holidays with pay. Part-time and temporary employees are entitled to the listed holidays without pay if the holiday falls on a scheduled workday of the employee.

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. If a holiday falls during the weekend preceding or during a project/event week, the employee will be credited to their paid time off.

M. Disciplinary Policy

Instances of unacceptable behavior or misconduct or continued poor performance after an employee has been notified in writing of such performance may subject an employee to disciplinary action. The Foundation will use the following policies to address and resolve work-related problem, however, may take alternative action if deemed appropriate.

An employee's supervisor should attempt to verbally and informally inform the employee of any dissatisfaction in performance or behavior.

If the problem persists, the supervisor will issue a written warning, to be discussed with the employee and included in the Foundation's personnel file for that employee.

If the problem persists, a second written warning will be issued, to be discussed by the employee, his/her supervisor and the Chairman of the Foundation. The employee shall be given the opportunity to present his/her version or explanation of the situation either verbally or in writing at this conference. At this time, appropriate disciplinary action may be taken, up to and including three days without pay.

If the employee's problem persists after the second warning letter, additional discipline may be taken, up to and including termination, if approved by the Foundation Board of Directors. The employee may again present his/her version or explanation of the situation in writing or verbally. Any action taken shall be documented and addressed in a conference between the employee, the employee's supervisor and the Chairman of the Foundation.

N. Project and Foundation Employee Expense Policy

This policy applies to all employees of the Wyoming-Kentwood Chamber Foundation and compliance with the policy is a condition of employment. This policy is enforced by the Project Executive Director and the Foundation Chairman and presupposes that claims are for expenses incurred in connection with Foundation and/or specific project business.

1. Regular Expenses

a. All expenses budgeted and incurred by Foundation employees, including but not limited to, meals, hotel, car rental, entertainment, and other out-of-pocket expenses as allowed by the Internal Revenue Service, excluding mileage, will be included in the Foundation or specific project budgets.

b. Expense claims prepared by the Executive Director must provide written documentation sufficient to enable the Project Manager to identify the amount of the expense, the date incurred, and the reason for the expense. The Project Manager shall review the claim for accuracy and completeness, and forward the verified claim to the Foundation Treasurer along with certification of expense accounts information. The Foundation Treasurer will review the Executive Director claims and recommend appropriate approvals.

c. Claimants must provide thorough written documentation sufficient to enable the project's Executive Director to identify the amount of the expense, the date incurred, and the reason for the expense. Should the claimant fail to provide sufficient information, the claim will be denied. The Claimant person may supplement the claim in writing at the request and/or direction of the Executive Director or the Foundation Chairman.

d. Expense claims shall be approved by the Executive Director or Foundation Chairman and submitted to the Project/Foundation Administrator for payment during normal pay periods. Should any employee require money advanced, or an expense reimbursed before a normal pay period, the person may request such an advance by submitting a written request to the Executive Director and Project/Foundation Administrator. The request for such an advance must contain information sufficient to enable the Executive Director to identify the individuals involved, the date, the amount required, the reason for the expense, and the reason why an advance is required. Approved Expense claims shall be submitted to the Project/Foundation Administrator for Processing and payment during normal pay periods.

2. Mileage and other Vehicular Expenses

a. The Foundation will reimburse employees for the miles they travel in their personal vehicle in connection with their duties with the Foundation at the normal rate allowed by the Internal Revenue Service.

Wyoming-Kentwood Chamber Foundation Policy

- b. All mileage reimbursements will be issued with other regular expense reimbursements during normal pay periods. Mileage will only be reimbursed after a concise written account of the miles traveled is submitted to the Executive Director with sufficient information to inform the Executive Director of the date traveled, the reason for the travel, and the total miles traveled.
- c. This policy expressly excludes miles traveled to and from the employee's place of employment.
- d. The Foundation is responsible for all scheduled and emergency maintenance for any company provided vehicle.

3. Violation of Policy

Any attempt to knowingly violate this policy or defraud the Wyoming-Kentwood Chamber Foundation by submitting false expense claims or using expense money for personal matter shall result in immediate termination without any financial compensation from the date of dismissal.

O. Employee Agreement

This document describes important information about the Wyoming-Kentwood Chamber Foundation (the "Foundation"); I understand that I should consult the Chairman of the Foundation regarding any questions not covered in Policy or Bylaw.

I have entered into my employment relationship with the Foundation voluntarily and acknowledge that there is no specific length of employment unless stated within any contract I might have with the Foundation. Accordingly, either I, or the Foundation, can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of state or federal law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Policy or Bylaws may occur, except as to the Foundation's policy of employment at will. All such changes will be communicated in writing, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Directors of the Foundation has the ability to adopt any revisions to the policies of the Foundation or to enter into any contract of employment. Any contract of employment must be in writing and signed by myself, the Chairman of the Foundation and certified by the Secretary of the Foundation.

Foundation employees shall not serve on the Foundation Board of Directors in either a voting or nonvoting position. If an employee's position with the Chamber includes a position on the Foundation Board by virtue of their Chamber office, the Chamber President shall delegate that Foundation Board position to another person.

Furthermore, I acknowledge that this document is neither a contract of employment nor a legal document. I have received the document and I understand that it is my responsibility to read and comply with the policies contained in it, along with any revisions made to it.

Employee's Signature Date

Employee's Name (Typed or Printed) and Date

Foundation Chairman's Signature and Date

Foundation Charity Outcome Report

This form must be completed prior to applying for another grant. If the project or projects are in process, you must submit an interim outcome report to assess progress and usage of funds. This information must be received by the Foundation within three (3) months of receipt of funds.

Name of Organization:

Contact Person:

Phone Number:

Name/Description of project(s) that utilized funds:

- 1) Please state the objectives of the project (s) and if the project(s) objectives were met.
- 2) What was the timeframe of the project(s), and was the timeframe met or is it on track to be met?
- 3) How did you measure the results of the project(s)?
- 4) How many people were served by the project(s)?
- 5) Did the cost exceed the projected costs? If yes, please explain.
- 6) How did your organization promote the Foundation?
 - (a) Internally
 - (b) Externally
- 7) Provide any additional information that will support your use of the funds received through the Foundation. Please include photos, names, quotes of those involved, responses from your constituency or the populations you serve, etc.
- 8) What is the future plan of the project(s) utilizing the funds provided by the Foundation?
- 9) Are you planning to request additional funds from the Wyoming-Kentwood Chamber Foundation? If yes, please provide a brief description of the proposed usage of additional funds.

Mail completed form to:

Wyoming-Kentwood Chamber Foundation
590 32nd Street SE
Wyoming, MI 49548-2345

Exhibit D

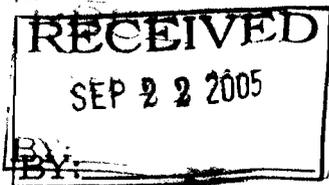
INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 16 2005

WYOMING-KENTWOOD AREA CHAMBER
FOUNDATION
590 32ND ST SW
WYOMING, MI 49548

Employer Identification Number:
20-1977254
DLN:
17053046015025
Contact Person:
MS. A. MORRIS ID# 52452
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
January 26, 2005
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2009



Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

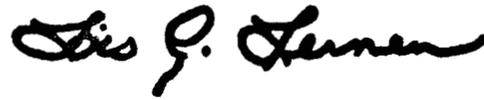
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

WYOMING-KENTWOOD AREA CHAMBER

Sincerely,

A handwritten signature in black ink, reading "Lois G. Lerner". The signature is written in a cursive style with a large, prominent initial "L".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

12:13 PM
05/19/11
Accrual Basis

Wyoming-Kentwood Area Chamber Foundation
Profit & Loss YTD Comparison
January through December 2010

	<u>Jan - Dec 10</u>	<u>Jan - Dec 10</u>
Ordinary Income/Expense		
Income		
Donations & Fund Raising Revenue		
Restricted Donations	40.00	40.00
Unrestricted Donations		
Misc Fund Raising Activities	430.00	430.00
Unrestricted Donations - Other	205.00	205.00
Total Unrestricted Donations	<u>635.00</u>	<u>635.00</u>
Total Donations & Fund Raising Revenue	<u>675.00</u>	<u>675.00</u>
Total Income	675.00	675.00
Expense		
Bank Charges	112.57	112.57
Grant Expense		
Education Expense	1,000.00	1,000.00
Metro Cruise Expense	1,500.00	1,500.00
Total Grant Expense	<u>2,500.00</u>	<u>2,500.00</u>
Total Expense	<u>2,612.57</u>	<u>2,612.57</u>
Net Ordinary Income	<u>-1,937.57</u>	<u>-1,937.57</u>
Net Income	<u><u>-1,937.57</u></u>	<u><u>-1,937.57</u></u>

12:14 PM
05/19/11
Accrual Basis

Wyoming-Kentwood Area Chamber Foundation
Balance Sheet
As of December 31, 2010

	<u>Dec 31, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash On Hand	
Mercantile Bank Checking	4,475.98
Total Cash On Hand	<u>4,475.98</u>
Total Checking/Savings	<u>4,475.98</u>
Total Current Assets	<u>4,475.98</u>
TOTAL ASSETS	<u><u>4,475.98</u></u>
LIABILITIES & EQUITY	
Equity	
Restricted Funds	
Member Dues Program	2,500.00
Total Restricted Funds	<u>2,500.00</u>
Unrestrict (retained earnings)	3,913.55
Net Income	<u>-1,937.57</u>
Total Equity	<u>4,475.98</u>
TOTAL LIABILITIES & EQUITY	<u><u>4,475.98</u></u>

10:01 AM
05/12/11
Accrual Basis

Wyoming-Kentwood Area Chamber Foundation
Profit & Loss YTD Comparison
April 2011

	<u>Apr 11</u>	<u>Jan - Apr 11</u>
Ordinary Income/Expense		
Expense		
Bank Charges	9.07	27.54
Office Expense		
Office Supplies	0.00	0.00
Total Office Expense	<u>0.00</u>	<u>0.00</u>
Total Expense	<u>9.07</u>	<u>27.54</u>
Net Ordinary Income	<u>-9.07</u>	<u>-27.54</u>
Net Income	<u>-9.07</u>	<u>-27.54</u>

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
NONPROFIT CORPORATION INFORMATION UPDATE

Exhibit F



2010

Due October 1, 2010

File Online at www.michigan.gov/fileonline

Identification Number 789472	Corporation name WYOMING/KENTWOOD AREA CHAMBER FOUNDATION
Resident agent name and mailing address of the registered office RICHARD L CHRISMAN 590 - 32ND ST SW WYOMING MI 49519	
FILED DEC 02 2010	
The address of the registered office 590 - 32ND ST SW WYOMING MI 49519	by Administrator Bureau of Commercial Services
Tran Info: 3 16335911-5 11/29/10 Chk#: 034560 Amt: \$25.00 ID: 789472	

If no change in the address of the registered office and/or resident agent proceed to Item 4.

1. Mailing address of registered office in Michigan (may be a P.O. Box) 590 32nd Street SE, Wyoming, MI 49548	2. Resident Agent
3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office) 590 32nd Street SE, Wyoming, MI 49548	

4. Describe the purpose and activities of the corporation during the year covered by this report: **Not-for-profit local Chamber of Commerce that financially supports & enhances the image & identity of the Greater Wyoming/Kentwood Area.**

5.	NAME	BUSINESS OR RESIDENCE ADDRESS
If different than President	President (Required) Kathy Batey	590 32nd Street SE, Wyoming, MI 49548
	Secretary (Required) Brent Vanderkolk	590 32nd Street SE, Wyoming, MI 49548
	Treasurer (Required) Richard Chrisman	590 32nd Street SE, Wyoming, MI 49548
	Vice President Rob Wells	590 32nd Street SE, Wyoming, MI 49548
Required 3 or more directors (3 different individuals)	Director (Required) Richard Chrisman	590 32nd Street SE, Wyoming, MI 49548
	Director (Required) Brent Vanderkolk	590 32nd Street SE, Wyoming, MI 49548
	Director (Required) Rob Wells	590 32nd Street SE, Wyoming, MI 49548

6. Report due October 1, 2010.
Filing fee \$20.00.Please make your check or money order payable to the State of Michigan.
Include payment with completed report in the same envelope.
Return to: Department of Energy, Labor & Economic Growth
Bureau of Commercial Services, Corporation Division
P.O. Box 30787
Lansing, MI 48909
(517) 241-8470

Signature of authorized officer or agent 	Title Treas	Date 11/23/10	Phone (Optional)
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If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 162, Public Acts of 1982, as amended. Failure to file this report may result in the dissolution of the corporation.

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
NONPROFIT CORPORATION INFORMATION UPDATE



2009

Due October 1, 2009

File Online at www.michigan.gov/fileonline

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Resident agent name and mailing address of the registered office RICHARD L CHRISMAN 590 - 32ND ST SW WYOMING MI 49519	
<p style="text-align: right;">Tran Info:3 16335911-4 11/29/10 Chk#: 034560 Amt: \$25.00 ID: 789472</p> <p style="text-align: center;">FILED DEC 02 2010 by Administrator Bureau of Commercial Services</p>	
The address of the registered office 590 - 32ND ST SW WYOMING MI 49519	

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Signature of authorized officer or agent <i>Richard L Chrisman</i>	Title Treas	Date 11/23/10	Phone (Optional)
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DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
NONPROFIT CORPORATION INFORMATION UPDATE



2008

Due October 1, 2008

File Online at www.michigan.gov/fileonline

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<p style="text-align: right;">Tran Info:3 16335911-3 11/29/10 CPNR#: 034560 Amt: \$25.00 ID: 789472</p> <p style="text-align: center; font-size: 2em;">FILED</p>	
The address of the registered office 590 - 32ND ST SW WYOMING MI 49519	<p>DEC 02 2010</p> <p>by Administrator Bureau of Commercial Services</p>

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	Director Rob Wells	590 32nd St SE Wyoming, MI 49548

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Signature of authorized officer or agent 	Title Treas	Date 11/23/10	Phone (Optional)
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DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
NONPROFIT CORPORATION INFORMATION UPDATE



2007

Due October 1, 2007

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FILED DEC 02 2010	
The address of the registered office 590 - 32ND ST SW WYOMING MI 49519	by Administrator Bureau of Commercial Services Tran Info#3 16335911-2 11/29/10 Chk#: 034560 Amt: \$25.00 ID: 789472

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	Director Rob Wells	590 32nd St SE Wyoming, MI 49548

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Signature of authorized officer or agent <i>[Signature]</i>	Title Treas	Date 11/23/10	Phone (Optional)
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DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
NONPROFIT CORPORATION INFORMATION UPDATE



2006

Due October 1, 2006

File Online at www.michigan.gov/fileonline

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Resident agent name and mailing address of the registered office RICHARD L CHRISMAN 590 - 32ND ST SW WYOMING MI 49519	
<p>FILED</p> <p>DEC 02 2010</p> <p>by Administrator Bureau of Commercial Services</p>	
The address of the registered office 590 - 32ND ST SW WYOMING MI 49519	

Tran Info:3 16335911-1 11/29/10
Chk#: 034560 Amt: \$25.00
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	Director Rob Wells	590 32nd St SE Wyoming, MI 49548

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Filing fee \$20.00.

Please make your check or money order payable to the State of Michigan. Include payment with completed report in the same envelope.
Return to: Department of Energy, Labor & Economic Growth
Bureau of Commercial Services, Corporation Division
P.O. Box 30767
Lansing, MI 48909
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RESOLUTION NO. _____

RESOLUTION TO ACCEPT GRANT FUNDING
RECEIVED THROUGH THE CITY OF GRAND RAPIDS – MET MULTI-
JURISDICTIONAL TASK FORCE

WHEREAS the City of Wyoming has requested to participate in the "BYRNE Memorial Justice Grant" MET – City of Grand Rapids Multi-Jurisdictional Task Force, as appointed by the United States Department of Justice, and

WHEREAS the City of Wyoming would accept \$45,111 in grant funds designated for salary of one Wyoming Police Department Detective participating in the Multi-jurisdictional Task Force, now therefore

BE IT RESOLVED that the City of Wyoming Police Department is authorized to receive said grant funds from the City of Grand Rapids, where their Police Department is serving as host agency for the Multi-jurisdictional Task Force, and

BE IT FURTHER RESOLVED that Chief James Carmody serve on the Board of Directors of the Task Force, and

BE IT FURTHER RESOLVED that Timothy Smith serve as the Finance Director responsible for the Wyoming Police Department monthly financial status reports to be submitted to the City of Grand Rapids for reimbursement, and

BE IT FURTHER RESOLVED that the attached Budget Amendment is approved.

Councilmember _____ moved, seconded by Councilmember _____, that the above resolution be adopted.

Motion carried: _____ yeas _____ nays

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a regular session held on the 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

A RESOLUTION TO ESTABLISH A MORATORIUM ON
NEW PERMITS FOR LED/DIGITAL BILLBOARDS

WHEREAS, on January 20, 2009, the City passed a comprehensive sign ordinance which included provisions regulating LED signs in Section 90-800(9), and

WHEREAS, since the effective date of the ordinance the City has issued several permits for LED billboards according to the terms of the ordinance and entered into consent judgments on pending civil suits involving requests for placement of LED billboards, and

WHEREAS, further study is needed on the effects of LED and similar digital technology on traffic safety as well as an analysis of technology changes in LED sign technology, and

WHEREAS, a United States Department of Transportation study on LED/digital billboards remains in progress, and

WHEREAS, the Michigan Municipal League has recommended cities establish a moratorium on permits for LED billboards pending US Department of Transportation study and any further study by the Michigan Department of Transportation, Now Therefore,

BE IT RESOLVED that the Wyoming City Council hereby establishes a Moratorium on permits for LED billboards pursuant to the sign ordinance of the City of Wyoming pending completion of the study on the effects of LED technology on traffic safety by the United States Department of Transportation and any further implementation by the Michigan Department of Transportation or for a period of one year from the date of this resolution, whichever occurs first.

Councilmember _____ moved, seconded by Councilmember _____, that the above resolution be adopted.

Motion carried: _____ yeas _____ nays

I hereby certify that the foregoing resolution was adopted by the City Council for the City of Wyoming at a regular session held on the 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Wyoming City Council

FROM: Jack R. Sluiter
Wyoming City Attorney

DATE: June 1, 2011

RE: LED/digital billboard moratorium

Several months ago I discussed the pending litigation of Grand Rapids Outdoor v the City of Wyoming with you in a closed session. That case involved an appeal from the Zoning Board of Appeals denying a request for a double faced digital (LED) billboard at the American Metals property located at 450 – 32nd St. S.W. In accordance with my discussions with the Council and with staff, we have agreed to a settlement of that litigation which allows one face LED billboard facing the Southbound lanes on US 131.

At this point there is no other current pending litigation involving LED billboards in the City. We are still waiting for a study which is being prepared by the United States Department of Transportation relative to the effects of digital/LED billboards on traffic safety. This study is long overdue and we have no idea when it will be completed. In addition, there have been significant changes to the technology involved in LED billboards since the original one allowed in the City of Wyoming at 28th Street and US 131. In order to further study the effects of LED billboards and hopefully to obtain the results of the USDOT study, I am proposing a one year moratorium on permits for LED/digital billboards, unless the Department of Transportation study is completed earlier.

I will prepare a resolution for the Council for the June 6, 2011 meeting.

cc: Curtis Holt
Heidi Isakson
Rebecca Rynbrandt

RESOLUTION NO. _____

RESOLUTION TO AMEND SECTION 8.01-B
OF THE WYOMING CITY COUNCIL POLICIES

WHEREAS, Section 8.01 of the Wyoming City Council Policies identifies the conditions under which Wyoming will compensate property owners for damages resulting from water main and sanitary sewer breaks and overflows, and

WHEREAS, paragraph B of Section 8.01 is currently written as follows:

B. Sanitary sewer or sanitary sewer service backups, overflow or breaks located within City right-of-way for which the City would not be responsible on the basis of negligence, strict liability, intentional tort or any other common law or statutory basis, and

WHEREAS, paragraph B has always applied to one and two family residential properties only, and

WHEREAS, paragraph B should be amended to clearly identify this limitation; now, therefore,

BE IT RESOLVED that the Wyoming City Council does hereby amend paragraph B of Section 8.01 as follows:

B. Sanitary sewer or sanitary sewer service (**one and two family residential**) backups, overflow or breaks located within City right-of-way for which the City would not be responsible on the basis of negligence, strict liability, intentional tort or any other common law or statutory basis.

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND SECTION 8.02-A
OF THE WYOMING CITY COUNCIL POLICIES

WHEREAS, Section 8.02 of the Wyoming City Council Policies identifies the conditions under which Wyoming will maintain water distribution system service lines, and

WHEREAS, paragraph A of Section 8.02 is currently written as follows:

A. The City shall maintain (at no cost to the customer) all services from the main to the curb stop and all one inch residential services from the main to the meter, provided that:

1. The service line was installed by City forces; or
2. The service line was installed by a licensed plumber with a Water Department permit and is older than 1 year; and
3. The service line failure was not due to improper use, and

WHEREAS, paragraph A has always applied to water services that are less than one hundred feet in length only, and

WHEREAS, paragraph A should be amended to clearly identify this distance; now, therefore,

BE IT RESOLVED that the Wyoming City Council does hereby amend paragraph A of Section 8.02 as follows:

A. The City shall maintain (at no cost to the customer) all services from the main to the curb stop and all one inch residential services **which are less than one hundred feet in length** from the main to the meter, provided that:

1. The service line was installed by City forces; or
2. The service line was installed by a licensed plumber with a Water Department permit and is older than 1 year; and
3. The service line failure was not due to improper use

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN EMPLOYMENT CONTRACT BETWEEN THE ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND THE CITY OF WYOMING

WHEREAS, the Employment Contract between the Administrative and Supervisory Association and the City of Wyoming effective July 1, 2011 through June 30, 2014, was approved by the Association, and

WHEREAS, it is deemed advisable that the City Council approve said contract, and

WHEREAS, it is deemed advisable that the City Council approve the Classification and Wage Schedules for the Administrative and Supervisory Association, now therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming does hereby approve the Employment Contract and Classification and Wage Schedule between the Administrative and Supervisory Association and the City of Wyoming effective July 1, 2011 through June 30, 2014, as approved by the Association, and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute said Employment Contract and Classification and Wage Schedules for and on behalf of the City.

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

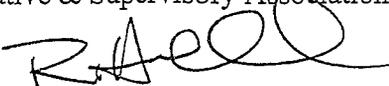
- Attachments: Letter From Administrative and Supervisory Association
- Contract Summary
- Memorandum of Understanding
- Classification and Salary Schedules

MEMORANDUM

RECEIVED
MAY 17 2011
HUMAN RESOURCES

TO: Jim Kohmescher, Human Resources Director

FROM: Russ Henckel, President of the Administrative & Supervisory Association

DATE: May 16, 2011 

SUBJECT: Meet & Confer Proposal

Monday, May 16, 2011, the Administrative & Supervisory Association met to discuss the contract proposal dated April 21, 2011. The group unanimously approved the contract as presented. Please begin the preparations necessary to seek City Council approval of the July 1, 2011 through June 30, 2014 contract.

Additionally, Andrea Boot, Mike Averill and myself, would like to thank you, Barb, Kim and Curtis for your efforts in working through the Meet and Confer process.

Thank you.

cc: Curtis Holt

City Proposal
Wyoming Administrative and Supervisory Association
Meet and Confer

Date: April 21, 2011

The City of Wyoming proposes the following changes be made to the current employment agreement between the City and the Wyoming Administrative and Supervisory Association to be included in the successor agreement. The City reserves the right to modify its proposals as circumstances develop in negotiations. All changes are subject to approval by the City Council.

1. Article I, Section 2. The collective bargaining unit shall be composed of all permanent, full time exempt employees of the Employer except the City Manager, Comptroller-Finance Director, City Clerk, Deputy City Manager, Director of Administrative Services, Director of Human Resources, Human Resources Supervisor, Director of Utilities, Director of Public Works, Chief of Police, Fire Chief, **Director of Planning and Development, Deputy Director of Finance, Director of Parks and Recreation, Director of Community Services, City Assessor, Administrative Aide (City Manager's Office), Assistant to City Manager, employees in positions excluded under Section 3 of this Article, City Attorney, District Judges, and those employees who are members of the Wyoming City Employees Union, Police Officers Labor Council Wyoming Division, Police Officers Labor Council Wyoming Police Command Division, Police Officers Labor Council Dispatcher and Telephone Operator Unit, and Wyoming Fire Fighters Association, and those employees whose salaries are funded by other than normal Employer funds, such as: categorical federal and state grants or other such funded programs.**

2. Article I, Section 3. Effective July 1, 2003, each of the following positions will be excluded from the collective bargaining unit represented by the Association beginning when either of the following events occur: 1) the listed current incumbent is no longer employed by the Employer in the position; or 2) the listed current incumbent notifies the Employer and the Association that he or she wishes to leave the collective bargaining unit. The positions affected by this section and the current incumbents are as follows:

<u>Position</u>	<u>Incumbent</u>
Director of Information Technology	Gail Sheppard
Administrative Secretary I (HR)	Pat Larabel

3. Article VII, Section 1. This employment agreement shall be in effect for a period of three (3) years until June 30 ~~2010~~ **2014**, At the conclusion of the three (3) year term the contract shall automatically renew for successive annual terms unless either party notifies the other in writing of a desire to open negotiations of the contract not less than sixty (60) days prior to the expiration of the contract.

4. Hours of Work. The Memorandum of Understandings regarding the 38-hour work dated September 9, 2009 and February 23, 2011 week shall remain in effect with the following change: Effective July 1, 2011 the work week shall be increased from 38 hours to 40 hours and a full day shall be increased from 9.5 hours to 10 hours.

5. Family and Medical Leave: Replace the current provision with the following:

The Employer will provide eligible employees with unpaid leave for covered family and medical reasons as provided in the Family and Medical Leave Act (FMLA) and its published regulations. FMLA leave shall be administered in accordance with the Employer's FMLA policy, as it may be amended from time to time.
(Reference to Memorandum of Understanding dated November 10, 2010)

6. Health Coverage. The City shall provide each employee and the employee's dependents with group health coverage, which shall include the following:

The benefits provided under the City's sponsored plan, which shall be at least those in effect January 1, 2011 including the following: The prescription co-pay shall be \$10 for generic drugs and \$20 for name brand drugs and the office visit co-pay shall be \$10. Co-pays for using a specialist shall be \$20 (unless the specialist is the member's primary care physician in which case it shall be \$10), \$35 for using an urgent care facility, \$50 for using a hospital emergency room visit (**waived if admitted**), and \$50 for imaging services (**maximum two imaging co-pays per year**). **The prescription co-pay for name brand drugs shall be increased to \$30 on the same date it is increased for at least one other bargaining unit in the City.**

7. Dental and Vision. All employees and their dependents who are enrolled or eligible to be enrolled in the City's sponsored health plan shall be covered by the dental and vision plan, of which benefits shall be at least those in effect January 1, 2011.

8. Employee Contribution. Effective July 1, ~~2008~~ 2011 employees shall contribute ~~10%~~ 20% toward the cost of their health insurance. **Effective July 1, 2011 the annual contribution shall not exceed 2% 4% of the employee's annual base pay, effective July 1, 2012 it shall not exceed 6% of the employee's base pay, and effective July 1, 2013 there shall be no cap.** Base pay excludes longevity and sick leave incentive pay. The employee contribution may be paid on a pre-tax basis through the Employer's flex plan. The premium shall be that recommended by the City's Third Party Administrator (TPA) or insurer as applicable.

9. PEHP. Replace the current provision (5) Defined Contribution Plan Retiree Health Insurance with the Memorandum of Understanding dated May 18, 2010.

10. Wages: A. The base wage of the current Administrative and Supervisory classification and salary schedule shall be increased by the following amounts:

Effective July 1, 2011: No increase

Effective July 1, 2012: 2 %

Effective July 1, 2013: TBD

The City will conduct a wage survey of benchmark positions in 2013 using the same or similar positions as it did in gathering the 2006 wage data. The Association may discuss with the City Manager the need to apply an adjustment to the wage schedule based on the results of the survey. Any such change in the wage schedule shall not exceed 5%.

11. State law requires the following provision be included in collective bargaining agreements:

“An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.”

MEMORANDUM OF UNDERSTANDING

Merit Pay

The **CITY OF WYOMING** (Employer) and the **WYOMING ADMINISTRATIVE AND SUPERVISORY EMPLOYEES ASSOCIATION** (Association) agree as follows:

The Employer and Association (hereinafter "parties") agreed during negotiations to form a task force to explore the feasibility of a merit pay system that would be a factor in determining total annual pay. The task force shall include up to six members of whom three shall be appointed by the City Manager and three shall be appointed by the Association. The task force will review factors that include performance measurement criteria, available fund sources for merit pay distribution, and formulas for the distribution of merit pay.

The task force shall be appointed no later than sixty (60) days after the effective date of the new employment agreement. The task force shall provide a recommendation to the parties no later than July 1, 2012.

If the parties do not come to an agreement on a merit system, then the parties will meet and confer to determine the wage increase effective July 1, 2013.

CITY OF WYOMING

Date: _____

By: _____

Curtis Holt

Its: City Manager

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

Date: _____

By: _____

Its: President

JULY 1, 2011
0.0% Increase

CLASSIFICATION AND SALARY SCHEDULE
ADMINISTRATION

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
<u>CLERICAL AND ADMINISTRATIVE</u>								
15050	Administrative Intern	A10	17.97	22.71	3,114.80	3,936.40	37,377.60	47,236.80
15060	Administrative Secretary I	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20
15255	Human Resources Coordinator	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20
15061	Administrative Secretary II	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00
15150	Deputy Clerk	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00
15020	Administrative Aide	A20	24.30	30.68	4,212.00	5,317.87	50,544.00	63,814.40
15252	Housing Maintenance Supervisor	A20	24.30	30.68	4,212.00	5,317.87	50,544.00	63,814.40
15248	Facilities Coordinator	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40
15030	Administrative Assistant	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15350	Risk Control Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15250	Housing Director	A32	30.49	38.63	5,284.93	6,695.87	63,419.20	80,350.40
15260	Information Technology Supervisor	A32	30.49	38.63	5,284.93	6,695.87	63,419.20	80,350.40
15205	Director of Information Technology	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
<u>ACCOUNTING AND RELATED</u>								
15010	Accountant	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40
15190	Deputy Treasurer	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40
15358	Senior Accountant	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15110	City Treasurer	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
15180	Deputy Finance Director	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
<u>PROPERTY APPRAISAL</u>								
15140	Deputy Assessor	A32	30.49	38.63	5,284.93	6,695.87	63,419.20	80,350.40
15090	City Assessor	A48	37.51	47.62	6,501.73	8,254.13	78,020.80	99,049.60
<u>PLANNING AND RELATED</u>								
15122	Community Services Coordinator	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00
15240	Economic Development Coordinator	A30	29.85	37.78	5,174.00	6,548.53	62,088.00	78,582.40
15310	Principal Planner	A30	29.85	37.78	5,174.00	6,548.53	62,088.00	78,582.40
15080	Chief Building Inspector	A36	33.43	42.39	5,794.53	7,347.60	69,534.40	88,171.20
15100	City Planner	A36	33.43	42.39	5,794.53	7,347.60	69,534.40	88,171.20
<u>PARKS AND RECREATION</u>								
15387	Therapeutic Recreation Specialist	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20
15345	Recreation Programmer I	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20
15346	Recreation Programmer II	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00
15340	Rec. Activities Coordinator	A20	24.30	30.68	4,212.00	5,317.87	50,544.00	63,814.40
15347	Recreation Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
* 15300	Parks & Facility Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00

* Classification Name Change

CLASSIFICATION AND SALARY SCHEDULE
ADMINISTRATION

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
ENGINEERING AND PUBLIC WORKS								
15120	Civil Engineer	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15280	Motor Pool Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15330	Public Works Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15125	Contracts & Procurement Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15360	Senior Civil Engineer	A34	31.28	39.72	5,421.87	6,884.80	65,062.40	82,617.60
15066	Assistant. Dir of PW-Eng.	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
15065	Assistant. Dir of PW-Maint.	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
15170	Deputy Director of Public Works	A48	37.51	47.62	6,501.73	8,254.13	78,020.80	99,049.60
PUBLIC UTILITIES								
15370	Shop Foreman	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40
15247	Environmental Services Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15390	Utility Billing Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15400	Utility Laboratory Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15410	Utility Maintenance Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15420	Utility Operations Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00
15270	Laboratory Services Manager	A36	33.43	42.39	5,794.53	7,347.60	69,534.40	88,171.20
15430	Utility Plant Superintendent	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
15440	Utilities Engineer	A46	37.30	47.35	6,465.33	8,207.33	77,584.00	98,488.00
PUBLIC SAFETY								
15355	RSVP Coordinator	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20
15290	Office Manager	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40
15123	Emergency Comm. Supervisor	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40
15385	Technical Support Supervisor	A24	26.82	33.94	4,648.80	5,882.93	55,785.60	70,595.20
35010	Deputy Fire Chief	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
JUDICIAL								
15160	Deputy Court Administrator	A24	26.82	33.94	4,648.80	5,882.93	55,785.60	70,595.20
15130	Court Administrator	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80
15145	Court Recorder	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20

JULY 1, 2011
0.0% Increase

HOURLY SCHEDULE - ADMINISTRATIVE The following steps shall constitute the basic hourly salary schedule for all administrative employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
A10	17.97	18.40	18.84	19.25	19.68	20.18	20.68	21.13	21.60	22.15	22.71
A12	18.98	19.43	19.87	20.35	20.83	21.33	21.81	22.34	22.85	23.42	23.99
A14	19.15	19.62	20.09	20.56	21.03	21.54	22.04	22.55	23.07	23.59	24.12
A16	19.62	20.06	20.50	20.99	21.46	21.96	22.47	23.02	23.57	24.14	24.71
A18	21.94	22.47	22.99	23.54	24.09	24.65	25.22	25.85	26.47	27.09	27.70
A20	24.30	24.86	25.42	26.01	26.62	27.27	27.93	28.60	29.29	29.98	30.68
A22	25.71	26.31	26.91	27.56	28.23	28.90	29.57	30.30	31.03	31.79	32.53
A24	26.82	27.45	28.09	28.75	29.42	30.15	30.86	31.60	32.35	33.15	33.94
A26	27.33	28.00	28.68	29.36	30.03	30.80	31.56	32.32	33.06	33.88	34.69
A28	28.51	29.21	29.92	30.60	31.28	32.06	32.85	33.65	34.45	35.28	36.10
A30	29.85	30.56	31.27	32.03	32.79	33.59	34.39	35.21	36.03	36.91	37.78
A32	30.49	31.25	32.00	32.75	33.52	34.33	35.15	35.99	36.83	37.74	38.63
A34	31.28	32.06	32.85	33.65	34.45	35.29	36.12	37.04	37.94	38.82	39.72
A36	33.43	34.26	35.06	35.91	36.76	37.64	38.52	39.48	40.46	41.41	42.39
A38	34.20	35.03	35.85	36.72	37.61	38.53	39.45	40.39	41.31	42.36	43.40
A40	34.94	35.86	36.78	37.62	38.44	39.35	40.27	41.28	42.30	43.28	44.26
A42	35.79	36.65	37.52	38.46	39.38	40.32	41.26	42.26	43.29	44.36	45.41
A44	36.10	37.03	37.94	38.82	39.72	40.70	41.68	42.66	43.65	44.78	45.91
A46	37.30	38.20	39.10	40.04	41.00	42.02	43.04	44.08	45.14	46.24	47.35
A48	37.51	38.45	39.38	40.32	41.26	42.26	43.29	44.33	45.36	46.50	47.62
A50	39.13	40.08	41.03	42.04	43.05	44.12	45.20	46.29	47.40	48.57	49.75
A52	39.75	40.73	41.71	42.72	43.74	44.81	45.90	47.01	48.13	49.34	50.54
A54	39.90	40.84	41.80	42.84	43.88	44.94	46.01	47.14	48.27	49.44	50.62
A56	40.79	41.82	42.82	43.84	44.85	45.95	47.06	48.22	49.40	50.61	51.81
A58	42.68	43.74	44.79	45.90	46.98	48.13	49.26	50.47	51.68	52.96	54.25

JULY 1, 2012
2.0% Increase

CLASSIFICATION AND SALARY SCHEDULE
ADMINISTRATION

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
<u>CLERICAL AND ADMINISTRATIVE</u>								
15050	Administrative Intern	A10	18.33	23.16	3,177.20	4,014.40	38,126.40	48,172.80
15060	Administrative Secretary I	A12	19.36	24.47	3,355.73	4,241.47	40,268.80	50,897.60
15255	Human Resources Coordinator	A12	19.36	24.47	3,355.73	4,241.47	40,268.80	50,897.60
15061	Administrative Secretary II	A18	22.38	28.25	3,879.20	4,896.67	46,550.40	58,760.00
15150	Deputy Clerk	A18	22.38	28.25	3,879.20	4,896.67	46,550.40	58,760.00
15020	Administrative Aide	A20	24.79	31.29	4,296.93	5,423.60	51,563.20	65,083.20
15252	Housing Maintenance Supervisor	A20	24.79	31.29	4,296.93	5,423.60	51,563.20	65,083.20
15248	Facilities Coordinator	A22	26.22	33.18	4,544.80	5,751.20	54,537.60	69,014.40
15030	Administrative Assistant	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15350	Risk Control Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15250	Housing Director	A32	31.10	39.40	5,390.67	6,829.33	64,688.00	81,952.00
15260	Information Technology Supervisor	A32	31.10	39.40	5,390.67	6,829.33	64,688.00	81,952.00
15205	Director of Information Technology	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
<u>ACCOUNTING AND RELATED</u>								
15010	Accountant	A22	26.22	33.18	4,544.80	5,751.20	54,537.60	69,014.40
15190	Deputy Treasurer	A22	26.22	33.18	4,544.80	5,751.20	54,537.60	69,014.40
15358	Senior Accountant	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15110	City Treasurer	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
15180	Deputy Finance Director	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
<u>PROPERTY APPRAISAL</u>								
15140	Deputy Assessor	A32	31.10	39.40	5,390.67	6,829.33	64,688.00	81,952.00
15090	City Assessor	A48	38.26	48.57	6,631.73	8,418.80	79,580.80	101,025.60
<u>PLANNING AND RELATED</u>								
15122	Community Services Coordinator	A18	22.38	28.25	3,879.20	4,896.67	46,550.40	58,760.00
15240	Economic Development Coordinator	A30	30.45	38.54	5,278.00	6,680.27	63,336.00	80,163.20
15310	Principal Planner	A30	30.45	38.54	5,278.00	6,680.27	63,336.00	80,163.20
15080	Chief Building Inspector	A36	34.10	43.24	5,910.67	7,494.93	70,928.00	89,939.20
15100	City Planner	A36	34.10	43.24	5,910.67	7,494.93	70,928.00	89,939.20
<u>PARKS AND RECREATION</u>								
15387	Therapeutic Recreation Specialist	A12	19.36	24.47	3,355.73	4,241.47	40,268.80	50,897.60
15345	Recreation Programmer I	A12	19.36	24.47	3,355.73	4,241.47	40,268.80	50,897.60
15346	Recreation Programmer II	A18	22.38	28.25	3,879.20	4,896.67	46,550.40	58,760.00
15340	Rec. Activities Coordinator	A20	24.79	31.29	4,296.93	5,423.60	51,563.20	65,083.20
15347	Recreation Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15300	Parks & Facility Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60

CLASSIFICATION AND SALARY SCHEDULE
ADMINISTRATION

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
ENGINEERING AND PUBLIC WORKS								
15120	Civil Engineer	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15280	Motor Pool Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15330	Public Works Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15125	Contracts & Procurement Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15360	Senior Civil Engineer	A34	31.91	40.51	5,531.07	7,021.73	66,372.80	84,260.80
15066	Assistant. Dir of PW-Eng.	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
15065	Assistant. Dir of PW-Maint.	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
15170	Deputy Director of Public Works	A48	38.26	48.57	6,631.73	8,418.80	79,580.80	101,025.60
PUBLIC UTILITIES								
15370	Shop Foreman	A22	26.22	33.18	4,544.80	5,751.20	54,537.60	69,014.40
15247	Environmental Services Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15390	Utility Billing Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15400	Utility Laboratory Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15410	Utility Maintenance Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15420	Utility Operations Supervisor	A28	29.08	36.82	5,040.53	6,382.13	60,486.40	76,585.60
15270	Laboratory Services Manager	A36	34.10	43.24	5,910.67	7,494.93	70,928.00	89,939.20
15430	Utility Plant Superintendent	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
15440	Utilities Engineer	A46	38.05	48.30	6,595.33	8,372.00	79,144.00	100,464.00
PUBLIC SAFETY								
15355	RSVP Coordinator	A12	19.36	24.47	3,355.73	4,241.47	40,268.80	50,897.60
15290	Office Manager	A22	26.22	33.18	4,544.80	5,751.20	54,537.60	69,014.40
15123	Emergency Comm. Supervisor	A22	26.22	33.18	4,544.80	5,751.20	54,537.60	69,014.40
15385	Technical Support Supervisor	A24	27.36	34.62	4,742.40	6,000.80	56,908.80	72,009.60
35010	Deputy Fire Chief	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
JUDICIAL								
15160	Deputy Court Administrator	A24	27.36	34.62	4,742.40	6,000.80	56,908.80	72,009.60
15130	Court Administrator	A40	35.64	45.15	6,177.60	7,826.00	74,131.20	93,912.00
15145	Court Recorder	A12	19.36	24.47	3,355.73	4,241.47	40,268.80	50,897.60

JULY 1, 2012
2.0% Increase

HOURLY SCHEDULE - ADMINISTRATIVE The following steps shall constitute the basic hourly salary schedule for all administrative employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
A10	18.33	18.77	19.22	19.64	20.07	20.58	21.09	21.55	22.03	22.59	23.16
A12	19.36	19.82	20.27	20.76	21.25	21.76	22.25	22.79	23.31	23.89	24.47
A14	19.53	20.01	20.49	20.97	21.45	21.97	22.48	23.00	23.53	24.06	24.60
A16	20.01	20.46	20.91	21.41	21.89	22.40	22.92	23.48	24.04	24.62	25.20
A18	22.38	22.92	23.45	24.01	24.57	25.14	25.72	26.37	27.00	27.63	28.25
A20	24.79	25.36	25.93	26.53	27.15	27.82	28.49	29.17	29.88	30.58	31.29
A22	26.22	26.84	27.45	28.11	28.79	29.48	30.16	30.91	31.65	32.43	33.18
A24	27.36	28.00	28.65	29.33	30.01	30.75	31.48	32.23	33.00	33.81	34.62
A26	27.88	28.56	29.25	29.95	30.63	31.42	32.19	32.97	33.72	34.56	35.38
A28	29.08	29.79	30.52	31.21	31.91	32.70	33.51	34.32	35.14	35.99	36.82
A30	30.45	31.17	31.90	32.67	33.45	34.26	35.08	35.91	36.75	37.65	38.54
A32	31.10	31.88	32.64	33.41	34.19	35.02	35.85	36.71	37.57	38.49	39.40
A34	31.91	32.70	33.51	34.32	35.14	36.00	36.84	37.78	38.70	39.60	40.51
A36	34.10	34.95	35.76	36.63	37.50	38.39	39.29	40.27	41.27	42.24	43.24
A38	34.88	35.73	36.57	37.45	38.36	39.30	40.24	41.20	42.14	43.21	44.27
A40	35.64	36.58	37.52	38.37	39.21	40.14	41.08	42.11	43.15	44.15	45.15
A42	36.51	37.38	38.27	39.23	40.17	41.13	42.09	43.11	44.16	45.25	46.32
A44	36.82	37.77	38.70	39.60	40.51	41.51	42.51	43.51	44.52	45.68	46.83
A46	38.05	38.96	39.88	40.84	41.82	42.86	43.90	44.96	46.04	47.16	48.30
A48	38.26	39.22	40.17	41.13	42.09	43.11	44.16	45.22	46.27	47.43	48.57
A50	39.91	40.88	41.85	42.88	43.91	45.00	46.10	47.22	48.35	49.54	50.75
A52	40.55	41.54	42.54	43.57	44.61	45.71	46.82	47.95	49.09	50.33	51.55
A54	40.70	41.66	42.64	43.70	44.76	45.84	46.93	48.08	49.24	50.43	51.63
A56	41.61	42.66	43.68	44.72	45.75	46.87	48.00	49.18	50.39	51.62	52.85
A58	43.53	44.61	45.69	46.82	47.92	49.09	50.25	51.48	52.71	54.02	55.34

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
EMPLOYMENT AGREEMENT WITH THE CITY MANAGER

WHEREAS, the City Council desires to employ Curtis L. Holt as City Manager for the City of Wyoming, and

WHEREAS, the City of Wyoming and Curtis L. Holt have negotiated the attached City Manager Employment Agreement; now, therefore,

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the attached City Manager Employment Agreement.

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

Motion carried: ____ Yeas, ____ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at regular session held on the 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Attachment: Employment Agreement

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 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective July 1, 2011, on the following terms:

1. **TERM .** The City hereby employs Manager as City Manager of the City. This appointment shall be effective July 1, 2011. 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 \$123,717 annually on the basis of a 38 hour work week schedule. If the Manager returns to a 40 hour work week schedule, the salary shall be at the rate of \$130,229 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 1st 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. _____

A RESOLUTION TO ACCEPT A GRANT FROM THE STATE OF MICHIGAN BUREAU OF ELECTIONS TO PROVIDE HANDICAPPED ACCESSIBILITY IMPROVEMENTS TO POLLING PLACES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE GRANT AGREEMENT

WHEREAS, the Help America Vote Act requires states and jurisdictions to ensure handicapped accessibility to polling locations; and

WHEREAS, the State Bureau of Elections initiated the Polling Place Accessibility Improvement Program, which provides 100% grant funding from federal sources to make handicapped accessibility improvements; and

WHEREAS, three polling locations have been identified as needing such improvements: Gethsemane Lutheran Church, Wesley Park Methodist Church and Southside Vineyard Church; and

WHEREAS, the City Clerk applied for and was approved to receive a grant in the amount of \$488.78 to purchase signs and traffic cones, for use on election day only, to create and identify handicapped-accessible parking spaces at these three locations; and

WHEREAS, the State Bureau of Elections has developed an Authorized Work Plan and Grant Agreement whereby the City of Wyoming can purchase the necessary supplies and receive 100% reimbursement for those supplies up to \$488.78; and

WHEREAS, acceptance of the grant will enable the City to improve polling place accessibility for Wyoming's residents with full funding from federal grant dollars; now, therefore,

BE IT RESOLVED that the Grant Agreement for Help America Vote Act Section 261 Financial Assistance: Voting Access for Individuals With Disabilities (VOTE) Program is accepted, and the Mayor and City are authorized to sign the Grant Agreement; and

BE IT FURTHER RESOLVED that the expenditure and required Budget Amendment to account for the disbursement of funds and receipt of the reimbursement will be accomplished in the 2011-12 fiscal year.

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

Motion carried: _____ Yeas _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

FROM: Heidi A. Isakson, City Clerk

DATE: June 1, 2011

RE: Help America Vote Act Grant for Polling Place Accessibility

In 2004, the City received a grant to make improvements to four polling locations to ensure handicapped accessibility. These improvements included items like a curb ramp at the Armory, and parking lot restriping and the provision of permanent handicapped parking signs at several churches. Churches are not subject to the Americans with Disability Act, but the City is while using those locations for elections.

Since the last survey, three of our polling locations have been identified as lacking certain requirements for handicapped parking lots. They may have removed signs or changed parking lot striping since the last survey. These locations are Gethsemane Lutheran Church, Wesley Park Methodist Church and Southside Vineyard Church. Rather than make permanent improvements, I applied for a grant from the State Bureau of Elections to purchase portable signs and parking cones to create and identify compliant handicapped parking spaces for use on election day.

The grant was approved in the amount of \$488.78. I have prepared a resolution for City Council to accept the grant and authorize signing the agreement.

The budget amendment to address the expenditure and reimbursement will be accomplished in July, 2012, in the budget for next fiscal year. However, the grant must be accepted and returned to the State by June 10, so I ask that this item be addressed at the June 6, 2011 Council meeting.



STATE OF MICHIGAN
RUTH JOHNSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

March 11, 2011

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE
AND
CITY OF WYOMING, KENT COUNTY
GRANT AGREEMENT FOR
HELP AMERICA VOTE ACT
SECTION 261 FINANCIAL ASSISTANCE

VOTING ACCESS FOR INDIVIDUALS
WITH DISABILITIES (VOTE) PROGRAM

Definitions:

Authorized Work Plan: Your "Authorized Work Plan" is the detailed listing of the improvements you intend to make for each polling place location that have been authorized by the Department of State and the maximum grant award amount for each improvement, based upon the information provided in your original Application.

Improvements: "Improvements" are the individual repairs/fixes/enhancements at each polling place location for which you seek reimbursement under this grant program in order to bring your polling place locations into compliance with the provisions of the Americans with Disabilities Act as it pertains to polling places.

Sub-Contractor: A "sub contractor" is an independent person/entity you hire to complete the improvements to your polling place locations.

Project Period: The Project Period is the date the Grant Agreement and Authorized Work Plan are signed by both the city or township and the Department of State through July 31, 2011. (All improvements must be completed by July 31, 2011.)

This Grant Agreement is between the Michigan Department of State ("Department") and **CITY OF WYOMING, KENT COUNTY** ("Grantee"). This document shall constitute the grantee's agreement for the receipt of federal financial assistance provided to the State under the provisions of Title II, Section 261, of the Help America Vote Act (HAVA), CFDA 93-617. The Grantee also refers to this program as the Polling Place Accessibility Improvement Program.

The purpose of this grant is to set forth the requirements that must be met by each grantee seeking use of HAVA funding in order to make all polling places accessible to voters with the full range of disabilities as referenced under Section 261 of HAVA. This grant utilizes 100% federal funds and is contingent on the availability of federal funds and any necessary State appropriation. This grant is also contingent on the ability of the Department to obtain all required approvals, including approval by the State Administrative Board for grant awards that exceed \$25,000.

1. General:

The grantee agrees to comply with all directives, guidelines and policy statements related to the Polling Place Accessibility Improvement Program issued by the Department to the grantee during the grant period.

This is a state of Michigan Grant and is governed by the laws of the State of Michigan. Any dispute arising as a result of this grant shall be resolved in the State of Michigan.

2. Project Period:

The project period shall commence on the date of execution of this Agreement (once signed by both parties), and shall expire on July 31, 2011 except as provided in section 7(c). To receive reimbursement under this grant program, the grantee must incur the expenditure by receiving the goods or services prior to the end of the project period.

3. Authorized Amounts:

The grantee has applied for and has been awarded a grant in the amount of **\$478.88**. The purpose of this grant is to provide financial assistance to the grantee for improvements needed under this program. The specific improvements are outlined on the Authorized Work Plan, Attachment A. The Authorized Work Plan lists each authorized improvement for each polling place, along with the authorized award amount for each improvement. Reimbursement will be issued by polling place for the lesser of 1) the actual expenditures of each *individual* improvement *within* each category or 2) the amount awarded for each *individual* improvement *within* each category.

The grantee must verify, sign and return the final Authorized Work Plan (Attachment A) and this Grant Agreement to the Department before funding for any improvement will be authorized.

If the grantee wants to purchase goods or services beyond those authorized in the Authorized Work Plan, it may do so at its sole expense.

4. Payment Process:

This grant program is reimbursement only. Authorized funds will be made payable directly to the grantee. The grantee is responsible for contracting and ensuring the completion of each individual improvement. The grantee shall request reimbursement from the Department on a reimbursement request form prescribed by the Department. The grantee must submit all reimbursement requests to the Department by July, 31, 2011. The Department may extend this date if the grantee obtained an exception to the project period.

5. Reporting:

The grantee agrees to submit periodic narrative reports to the Department that will describe how the grantee used its grant funds in regard to the six eligible funding categories as outlined in Section III of the Polling Place Improvement Plan Worksheet Instructions. The format and due dates for the narrative reports will be determined by the Department.

6. Managing Improvement Projects:

The grantee is the designated point of contact with regard to this grant award, Grant Agreement, Authorized Work Plan and funding related to this program. The grantee is required to work with its local government representatives and building owners to coordinate planning and scheduling of work to be completed.

The grantee has sole responsibility for overseeing contractual agreements with any sub-contractor or other third party ("sub-contractor") involved in completing work on polling place improvements listed in the Authorized Work Plan. The grantee is responsible for maintaining any and all sub-contractor performance records, and has sole responsibility for verifying sub-contractor compliance with all requirements of individual polling place improvements.

The grantee is responsible for compliance with all local ordinances. In the case of polling place changes planned for officially designated historic sites, the grantee is responsible for compliance with any requirement involving structural changes to historic sites.

The grantee must agree to use the polling places receiving a grant award for improvements for a minimum of three even-year November general election cycles that follow the receipt of payment(s), unless the building is rendered otherwise unusable.

Prior to receiving reimbursement for authorized improvements, the grantee must certify that each building used as a polling place in the jurisdiction is fully compliant, or will be compliant, with the provisions of the Americans with Disabilities Act as it pertains to polling places by the date of the next election in the jurisdiction or July 31, 2011, whichever is earlier.

7. Changes/Modifications to Authorized Work Plan:

The grantee must obtain prior written approval from the Department whenever:

- a. A revision is needed which would result in the need for additional funds.
- b. Any changes or modification to the scope or objective of the project (improvements) are needed, regardless of whether there is an associated need for additional funds.
- c. There is a need to extend the period of availability of funds.

8. Procurement Process Requirements:

The grantee agrees to comply with all applicable Federal, State, and Local procurement laws, regulations, and directives. These directives include, but are not limited to, the following:

- a. To ensure that costs are reasonable, the grantee must solicit competitive bids whenever possible. At least three competitive bids are required for all purchases over \$25,000. Bids must be obtained from independent third parties and the grantee must avoid the appearance or occurrence of a conflict of interest.
- b. The grantees may not procure services from businesses or individuals that are debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. A listing of businesses and individuals that are suspended or debarred can be obtained from the General Services Administration's (GSA) website at: <http://epls.arnet.gov>. The grantees must take appropriate affirmative action steps to support minority business firms, women's business enterprises, and labor surplus area firms and shall give preference in procurement to the purchase of specific products containing recycled materials (as identified in the guidelines published by the U.S. Environmental Protection Agency).
- c. To the fullest extent possible, all equipment and products purchased with these funds should be American made.
- d. The grantee must agree to adhere to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which states that all federally funded construction contracts awarded by recipients or subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act. Under this act, contractors or their subcontractors are required to pay wages and fringe benefits to laborers and mechanics at a rate not less than the minimum wages determination made by the Secretary of Labor. In addition, the wage determination and a Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of work where it can be easily seen. The WH-1321 poster may be obtained at no charge from the Department of Labor, Wage and Hour Division. These requirements must be outlined when seeking competitive bids.
- e. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects funded in whole or partially by federal money, all grantees shall clearly state:
 - i. The percentage of the total costs of the program or projects that will be financed with federal money.
 - ii. The dollar amount of federal funds for the project or program, and
 - iii. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

9. Other Federal Compliance Requirements:

The grantee hereby certifies compliance with the following: all regulations, policies, guidelines and requirements imposed by the United States Department of Health and

Human Services; and all legal and administrative requirements as they relate to the agreement; acceptance and use of funds for this federally funded grant.

The signature on this Grant Agreement by the grantee's authorized official attests to the intent of the grantee to comply with the following certifications:

- (1) Certification Regarding Drug-Free Work Place (45 CFR part 76) (Attachment B-1)
- (2) Debarment Certification (45 CFR 76) (Attachment B-2)
- (3) Environmental Tobacco Smoke (Attachment B-3)
- (4) Certification Regarding Lobbying (Attachment B-4)
- (5) Assurances-Construction Programs (Attachment B-5)

Additional requirements include, but are not limited to:

- a. OMB Circular A-87 "Cost Principles for State and Local Governments." This circular outlines the cost principles to be employed by State and Local Governments.
- b. OMB Circular A-102 "Grants and Cooperative Agreements With State and Local Governments." This circular outlines the administrative requirements for State and Local Governments.
- c. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." This circular outlines the audit requirements for State and Local Governments.

These circulars can be obtained from the United States Office of Management and Budget's website at:

http://www.whitehouse.gov/omb/grants/grants_circulars.html

10. Financial Records:

The grantee shall retain for inspection and audit all books, accounts, reports, files and other records relating to the bidding and performance of this agreement for a period of not less than six (6) years after completion of all planned polling place improvements. This documentation shall be available and produced for inspection and audit when required by the Department.

The grantee shall return to the Department, within thirty (30) days of written request by the Department, all funds received which are not supported by audit or other State or Federal review of documentation maintained by the grantee.

11. Indemnification:

To the fullest extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Department, the State of Michigan, and their agents, officers and employees, from and against any and all lawsuits, liabilities, damages, and claims or other proceedings brought by any third party (including but not limited to employees of the Department, the State of Michigan, and the Grantee), and any and all related costs and expenses (including reasonable attorneys' fees and disbursements and the costs of investigation, settlement, judgments, interest, and penalties) arising from or in

**POLLING PLACE ACCESSIBILITY IMPROVEMENT PROGRAM
 AUTHORIZED WORK PLAN
 WYOMING CITY, KENT COUNTY**

The Authorized Work Plan provides a detailed listing, by polling place location, of the improvements for which the jurisdiction is authorized to receive reimbursement under the Polling Place Accessibility Improvement Program. Each location may have up to three sections listed:

- Section I: A listing of the authorized improvements for which the jurisdiction is eligible to receive reimbursements.
- Section II: A listing of the improvements requested that are ineligible for reimbursement under this program. (The section will be blank if there are no ineligible improvements.)
- Section III: A listing of the accessibility standards identified in the Polling Place Accessibility Checklist for which 1) the location is identified as noncompliant with a particular standard and 2) funding was not sought in the grant application for improvements related to that area of noncompliance. (The section will be blank if there are no discrepancies such as this.)

Authorized Work Plan Stipulations:

1. The award amount shown in this Authorized Work Plan is the maximum amount that has been approved.
2. This is a reimbursement program. All reimbursements will require proof of payment by the local jurisdiction before reimbursement will be issued.
3. Actual reimbursements will be issued for the lesser of 1) the actual cost of the improvement or 2) the award amount listed in this Authorized Work Plan.
4. All improvements must be completed by July 31, 2011.
5. Before the grant award is authorized, the Grantee must verify and sign this Authorized Work Plan, then return it to: Denise Shelagowski, Michigan Department of State, Budget Services Division, Richard H. Austin Building, 4th Floor, Lansing, Michigan 48918. If sending by overnight mail, use: 430 W. Allegan, Richard H. Austin Building 4th Floor, Lansing, Michigan 48918.

Section I: Eligible Reimbursible Improvements

Polling Place Total: \$100.00 \$100.00

Location	Improvement	Description	Requested Amount	Award Amount
<u>Gethsemane Lutheran Church</u>	Parking	Create (1) Van-accessible parking space on Election Day with cones, put up temporary sign	\$100.00	\$100.00

Section II: Ineligible Improvements (None if Blank)

Comments:

Section III: Noted Discrepancies from ADA Compliance Survey (None if Blank)

**POLLING PLACE ACCESSIBILITY IMPROVEMENT PROGRAM
 AUTHORIZED WORK PLAN
 WYOMING CITY, KENT COUNTY**

Section I: Eligible Reimbursible Improvements

Polling Place Total: \$198.88 \$198.88

Location	Improvement	Description	Requested Amount	Award Amount
<u>Southside Vineyard Church</u>	Parking	Create (2) Temporary Van-Accessible Spaces and Aisle	\$198.88	\$198.88

Section II: Ineligible Improvements (None if Blank)

Comments:

Section III: Noted Discrepancies from ADA Compliance Survey (None if Blank)

**POLLING PLACE ACCESSIBILITY IMPROVEMENT PROGRAM
 AUTHORIZED WORK PLAN
 WYOMING CITY, KENT COUNTY**

Attachment A

Section I: Eligible Reimbursible Improvements

Polling Place Total: \$180.00 \$180.00

Location	Improvement	Description	Requested Amount	Award Amount
<u>Wesley Park Methodist</u>	Parking	Provide (2) Van & (1) Standard handicapped parking signs for use on Election Day	\$180.00	\$180.00

Section II: Ineligible Improvements (None if Blank)

Comments:

Section III: Noted Discrepancies from ADA Compliance Survey (None if Blank)

POLLING PLACE ACCESSIBILITY IMPROVEMENT PROGRAM
AUTHORIZED WORK PLAN
WYOMING CITY, KENT COUNTY

Attachment A

<u>Jurisdiction Totals</u>	
<u>Requested Amount:</u>	<u>\$478.88</u>
<u>Award Amount:</u>	<u>\$478.88</u>

I hereby certify that I am in agreement with the terms of the Approved Work Plan outlined above.

Jack A. Poll

Mayor

Printed Name

Title

Signature

Date

Approved By:

Cindy Paradine, Director of the Office of Financial and Budget Services
Michigan Department of State

Date

Heidi A. Isakson, City Clerk


Jack R. Sluiter, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
AUTHORIZE PAYMENT TO CONSUMERS ENERGY
TO RELOCATE EXISTING STREET LIGHTS ALONG GEZON PARKWAY
FOR THE GORDON FOODS PROJECT

WHEREAS, the existing agreement between Consumers Energy and the City of Wyoming for electrical facilities in the City right of way stipulates the costs and obligations of the each party, and

WHEREAS, the agreement stipulates that the relocation of existing street lights is the responsibility of the developer or requesting party, and

WHEREAS, Consumers Energy has submitted a proposal and plans to relocate eight street lights along Gezon Parkway as part of the Gordon Foods proposal to expand the existing roadway to five lanes in the amount of \$8,919, and

WHEREAS, this work can be financed out of the Capital Improvements Program as a part of the Gordon Foods project to widen Gezon Parkway to five lanes; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the Mayor and City Clerk to authorize Consumers Energy to relocate eight existing street lights along Gezon Parkway as a part of the Gordon Foods project to widen Gezon Parkway to five lanes in the amount of \$8,919.

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

Motion carried: _____Yeas, _____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 6th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment:

Resolution No. _____



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)
PART I**

Effective Date: 5/12/2011 Notification Number: 1011249816
(Drawing Attached, Exhibit A)

Company: CONSUMERS ENERGY COMPANY Customer: City of Wyoming
a Michigan Corporation (Name)

4000 Clay Ave SW 2660 Burlingame Ave SW
(Street and Number)
Grand Rapids MI 49548-3017 Wyoming, MI 49509
(Address) (City, State and Zip Code)

Attention: Electric Team Leader Attention: City of Wyoming

Service Location: Gezon Parkway W/O 56th St SW

Township City of Wyoming County Kent
Town 06 Range 12 Section 35

Price: \$ 8,919.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY City of Wyoming
(Customer)

By _____
(Signature)

(Print or Type Name)

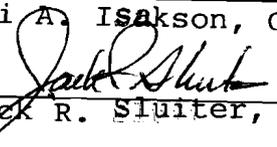
(Date Signed)

By _____
(Signature)
Jack A. Poll
(Print or Type Name)

(Date Signed)

Title Electric Team Leader

Title Mayor


Jack R. Sluiter, City Attorney

**AGREEMENT FOR INSTALLATION OF
ELECTRIC FACILITIES (NONREFUNDABLE)
TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification are charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement include Michigan sales tax but are exclusive of all other federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance or this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT

INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

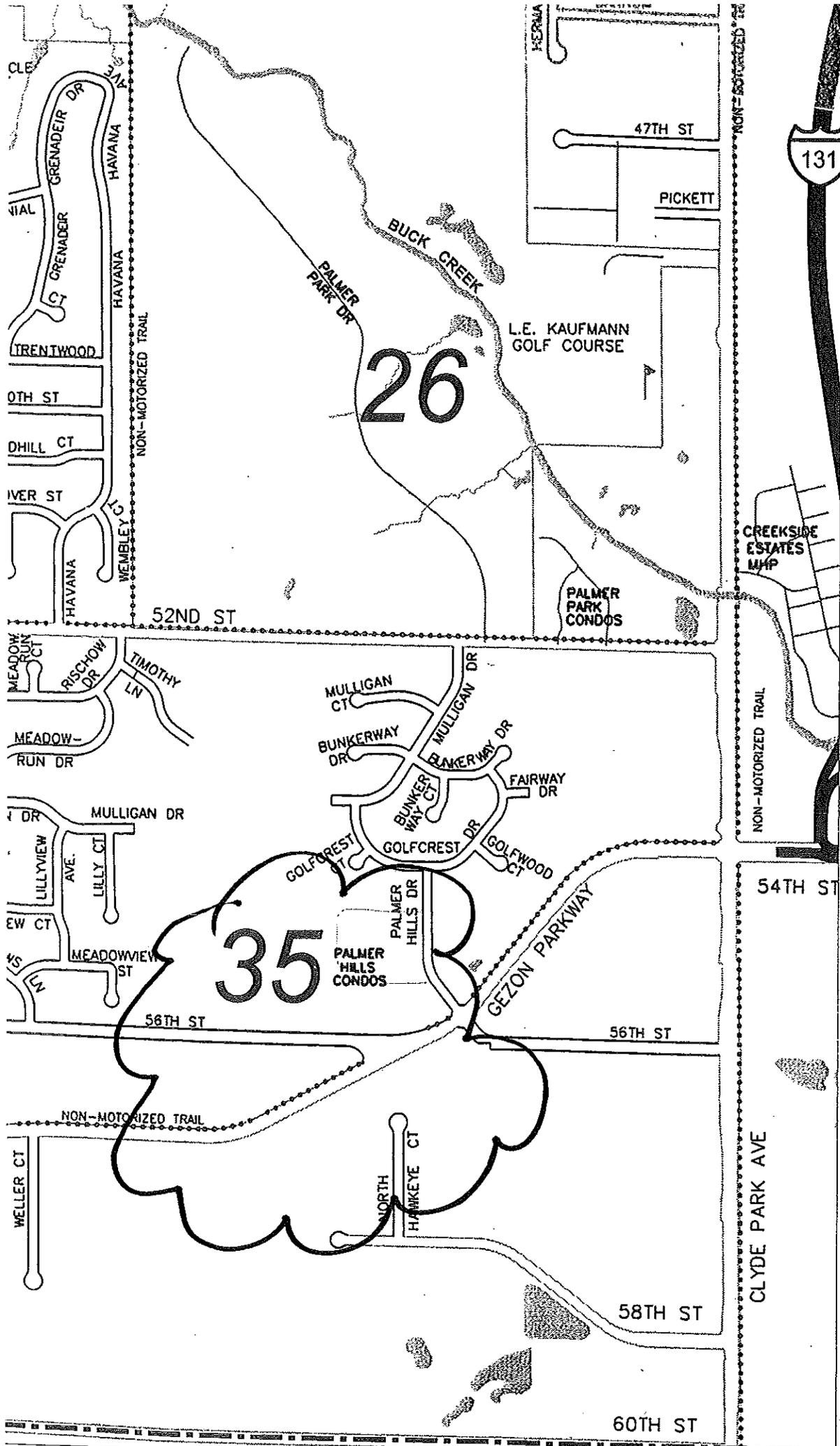
11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items



4800

5200

5600

2800

See Page 15

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC. (AAAWM) IN SUPPORT OF OLDER ADULT TRANSPORTATION

WHEREAS, the City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens,

WHEREAS, the City of Wyoming and AAAWM have an established contract to provide certain services with state and federal funding for a period ending September 30, 2011, and

WHEREAS, the City of Wyoming had applied to amend the service contract effective October 1, 2010 through September 30, 2011, to obtain additional funding, and

WHEREAS, the Board of Directors of AAAWM voted to accept such a contract amendment, and

WHEREAS, the Board of Directors of AAAWM voted to award the City of Wyoming an additional \$1,000 for a total annual grant of \$12,133 to provide transportation services for older adults; now therefore,

BE IT RESOLVED, the City of Wyoming recognizes the total awarded grant amount of \$12,133 and authorizes the Mayor and City Clerk to enter into a contract amendment to provide services by accepting such funding from the AAAWM.

Attachment: Amendment

Council member _____ moved, seconded by Council member _____, that the above Resolution be adopted.

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

Memo

To: Curtis Holt, City Manager
From: Rebecca L. Rynbrandt, Director Of Community Services
CC: Barb Vanduren, Deputy City Manager; Eric Tomkins, Recreation Supervisor; Molly Remenap, Recreation Programmer, Wyoming Senior Center
Date: May 17, 2011
Re: Older Adult Transportation Assistance Grant Program – Additional Grant Funds

Recently, Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of funding an increase of \$1,000 to our original grant award of \$11,133 in support of our Go! Bus subsidized ticket program for fiscal year 2011. We were pleased that the program's merits were recognized by the AAWM which now allows for a total FY 2011 grant award of \$12,133.

Through grant support, we have been able to subsidize over 10,000 of Go! Bus rides over the last year for area older adults. Program participant's use tickets to attend the Wyoming Senior Center, and to perform activities of daily living. Participant surveys indicated that Go! Bus tickets are used to:

- improve their quality of life
- access medical appointments or services
- access food

This innovative program is one of many such programs offered by the Wyoming Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

Please find attached a copy of the Contract Amendment and necessary Council resolution allowing for the acceptance of these funds to the FY 2011 contract. With your support, I ask that this matter be placed on the June 6, 2011 City Council agenda for approval.

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

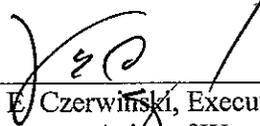
The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan Nonprofit Corporation, and the City of Wyoming, (Service Provider), a Michigan Municipality, entered into Contract numbered 51.98 in which the Service Provider undertook to provide certain services with state and federal funding for the three year period ending September 30, 2012. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of April 25, 2011, AAAWM and the Service Provider agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2010 through September 30, 2011 as provided in the Contract of October 1, 2009, shall not exceed **\$12,133.00 (Twelve thousand one hundred thirty three and 00/100 dollars).**
2. Service Provider is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Provider agrees to provide as Local Match, for the budget period October 1, 2010 through September 30, 2011, as specified in the Contract of October 1, 2009, shall be not less than **\$1,348.00 (One thousand three hundred forty eight and 00/100 dollars).**
4. That Service Budget (Attachment I) is deleted and Service Budget (Attachment I) dated May 10, 2011 is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated April 25, 2011 is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NONPROFIT CORPORATION

By: 
Thomas E. Czerwinski, Executive Director
Area Agency on Aging of Western Michigan

5.11.11
Date

By: _____
Person Authorized to Sign for Service Provider

Date

Name: _____

Title: _____

Attachment II

**Area Agency on Aging of Western Michigan
Older Americans Act Funding Distribution
October 1, 2010 – September 30, 2011**

Funding as of: April 25, 2011

City of Wyoming

<u>Service</u>	<u>Source</u>	<u>CFDA Number</u>	<u>Award</u>
Transportation	IIIB	93.044	\$12,133

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR FISCAL YEAR 2011-2012

WHEREAS, the City wishes to promote and ensure that fair housing is available throughout the City, and

WHEREAS, the Fair Housing Center was formed with the expressed purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, et al, and

WHEREAS, the Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City, and

WHEREAS, the Wyoming Community Development Committee and the Wyoming City Council has approved the 2011-2012 budget, which includes this service, and

WHEREAS, the Fair Housing Center will conduct housing testing to obtain evidence of familial discriminatory practices and initiate appropriate enforcement action where such evidence exists, and

WHEREAS, the Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity, and

WHEREAS, as apart of its outreach activities, the Fair Housing Center will conduct a half day Fair Housing Rental and Real Estate Transactions Training Session in the City, and

WHEREAS, monies shall be available in Account No. 256-400-17512-957.035, and

WHEREAS, it is deemed advisable that the City enter into a contract with the Fair Housing Center for said analysis, now, therefore,

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

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

Motion carried: _____ Yeas, _____Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a regular session held on the 6th day of June, 2011.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Fair Housing Activities Agreement

RESOLUTION NO. _____

fair housing and complaints of housing discrimination within the City. If on the date this Agreement terminates the Center has not completed processing one or more complaints, the Center shall complete its regular processing of those complaints at no extra charge.

- B. Housing Testing. The Center will conduct housing testing in the City on the basis of complaints from bona fide home seekers, of illegal discrimination received from sources other than complainants, or on a survey basis as dictated by local advertising and/or availability. The Center shall conduct a minimum of fifteen (15) such housing tests during the term of this Agreement. Except where the variable to be tested is determined by a related, bona fide complaint, all housing tests shall be designed to detect discrimination on the basis of familial status (families with children). All housing testing, including complaint-based testing, will be conducted by trained testers according to generally-accepted housing testing methodology in order to obtain evidence of discriminatory patterns and/or practices. In the absence of an individual complaint, the Center will initiate enforcement action on behalf of the City in those cases where evidence of discrimination exists.
- C. Outreach and Education. The Center will conduct a community outreach program to educate housing consumers, professionals and the general public concerning fair housing. As part of a comprehensive, regional program, the Center will disseminate fair housing information to housing consumers, and housing/human service agencies in order to educate them about housing rights, and to increase awareness and reporting of discriminatory practices. The Center will also provide fair housing information to sales, rental, and lending professionals in order to encourage their voluntary compliance with federal, state and local fair housing laws. The Center will conduct one 3-hour Fair Housing training session at an accessible Wyoming location, designed to increase voluntary compliance with fair housing laws throughout the Wyoming housing industry including both the real estate and rental industry. The Center will continue to disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity.

Outreach materials will include (but will not be limited to) organizational newsletters, Publisher's Notices in publications accepting housing advertising, and video, audio and print public service announcements (PSA) designed by the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD) to promote the identification and reporting of housing discrimination.

All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.

4. Payment. In consideration for the services, the City shall pay the Center a total of Seventeen Thousand Dollars (\$17,000.00) as follows:
 - A. Five Thousand Six Hundred Sixty Six Dollars (\$5,666.00) upon execution of the Agreement,
 - B. Five Thousand Six Hundred Sixty Seven Dollars (\$5,667.00) upon submission of a mid-performance report by the Center to the City to be submitted no earlier than January 1, 2012, and no later than February 1, 2012; and
 - C. Five Thousand Six Hundred Sixty Seven Dollars (\$5,667.00) upon completion of the Center obligations under this Agreement.

If this Agreement is terminated before June 30, 2012, the payment owed to the Center shall be pro-rated based on the number of days the Agreement was in effect.

5. Reports. Upon execution of this Agreement, the Center shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Center in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Center shall provide the City with a mid-period report, and a comprehensive final report of the Center activities in connection with this Agreement upon completion of the services.
6. Independent Contractor. The Center shall perform the services as an independent contractor, and neither the Center nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.

7. Indemnification. The Center agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Center.
8. Insurance. The Center shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance:
 - A. Workman's Compensation with the limits of not less than \$500,000;
 - B. Contractor's Public Liability, naming the City as an additional insured, with limits of not less than 1,000,000 to protect the successful bidder and the City against claims for the injury or death of one or more persons and \$1,000,000 to protect the successful bidder and the City against claims for injury to or destruction of property; and
 - C. Comprehensive Automobile Liability, naming the City as an additional insured, with limits of not less than \$1,000,000

A certificate evidencing the above coverages, with a 30-day cancellation clause shall be filed with the City Clerk's office upon execution of this Agreement.

9. Compliance with Laws. The Center shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Center shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Center shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.

10: Equal Employment Opportunity. During the performance of this Agreement, the Center agrees as follows:

- (A) The Center will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Center will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Center agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- (B) The Center will, in all solicitations or advertisements for employees placed by or on behalf of the Center, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (C) The Center will send to each labor union or representative or workers with which The Center has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Center's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (D) The Center will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (E) The Center will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (F) In the event of the Center's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Center may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (G) The Center will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Center will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Center becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Center may request the United States to enter into such litigation to protect the interests of the United States."
 - (H) In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
11. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.
 12. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Heidi A. Isakson, City Clerk

Fair Housing Center of West Michigan

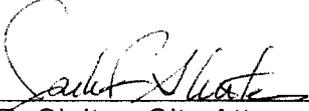
Dated: _____

By _____
Doretha Ardoin, President

Dated: _____

By _____
Nancy L. Haynes, Executive Director

Approved as to form:



Jack R. Sluiter, City Attorney

RR:rr
06/06/2011

RESOLUTION NO. _____

RESOLUTION TO AUTHROIZE THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE AGREEMENT WITH THE GRAND RAPIDS RIFLE AND PISTOL CLUB

WHEREAS, the Grand Rapids Rifle and Pistol Club currently has a lease on the property located at 1331 Nagel S.W., Wyoming, Michigan, 49509; and

WHEREAS, said lease expires on September 19, 2011; and

WHEREAS, the Grand Rapids Rifle and Pistol Club has requested an extension of said lease for three years; and

WHEREAS, a Lease Agreement has been prepared providing for the Lease payments and other terms and conditions of said Lease from September 20, 2011 through September 19, 2014; now therefore,

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement with the Grand Rapids Rifle and Pistol Club.

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

INTEROFFICE MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER
FROM: REBECCA L. RYNBRANDT, DIRECTOR OF PARKS AND RECREATION
SUBJECT: GRAND RAPIDS RIFLE & PISTOL CLUB, INC. LEASE AGREEMENT
DATE: MAY 24, 2011
CC: BARB VANDUREN, DEPUTY CITY MANAGER AND JACK SLUTTER, CITY ATTORNEY

Please find attached the proposed agreement between the City of Wyoming and the Grand Rapids Rifle and Pistol Club, Inc. for lease of property within Marquette Park. The current lease agreement expires September 19, 2011.

City of Wyoming has maintained a lease relationship with the Grand Rapids Rifle and Pistol Club since 1956. The club's purpose and objective, according to their by-laws is "the encouragement of organized rifle and pistol shooting; to foster and encourage safe and responsible gun use and ownership through education and otherwise; to provide areas and ranges for the shooting sports; and to further object and purpose to foster the development of those characteristics of honesty, good fellowship, self-discipline, team play and self-reliance which are the essentials of good sportsmanship and the foundation of true patriotism."

The lease you find before you has been developed out of negotiations between club secretary Dan McAdams, city attorney Jack Sluiter, and I. Similar in most aspects to previous agreements, there are no significant changes to the agreement. Please note, we continue to tie rate increases to the State of Michigan Tax Commission's property value increases.

Following your review and approval, I request that this matter be placed on the City Council agenda for June 6, 2011.

Attachment

LEASE

This Lease made this ___ day of _____, 2011, between the City of Wyoming, a Michigan Municipal Corporation of 1155 - 28th Street S.W., Wyoming, Michigan 49509, hereinafter referred to as "Lessor", and the Grand Rapids Rifle and Pistol Club, a Michigan Non-Profit Corporation, of 1331 Nagel S.W., Wyoming, Michigan 49509, hereinafter referred to as "Lessee", the terms of which are as follows:

1. The property covered by this Lease is located in the City of Wyoming, Kent County, Michigan, and described as follows:

Part of the NW 1/4, Section 2, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as:

Commencing at the NW corner of Nagel and Marquette Streets; thence North 692 feet along the West line of Nagel Street; thence West 160 feet to the point of beginning; thence South 89°03' West, 200 feet; thence South 150 feet; thence East 200 feet; thence North 150 feet more or less to the point of beginning.

2. The term of this Lease shall be for three years commencing on the 20th day of September, 2011, and ending on the 19th day of September, 2014.

3. The rental for the term of the lease shall be payable in semi-annual installments, the first being due on the 20th day of September 2011, and the second six months thereafter as follows:

First year: \$1,266.60 (\$633.30.00 each six months)

Second year: Rate of year one plus the rate of year 1 times the percentage increase for property values as established by the State of Michigan Tax Commission effective December 31, 2011, which shall not be less than 2% nor greater than 4%.

Third year: Rate of year two plus the rate of year 2 times the percentage of increase for property values as established by the State of Michigan Tax Commission effective December 31, 2012, which shall not be less than 2% nor greater than 4%.

4. Lessee shall have exclusive use of the leased premises and all structures located on said

premises and said structures shall remain property of the Lessee, except as provided in paragraphs 13 and 14.

5. Lessee shall be responsible for all maintenance and upkeep of the leased premises, except as expressly provided herein. The Lessee shall be responsible for all upkeep to maintain in good repair the structure located at the leased premises. Lessee shall be responsible for all snowplowing on the access road to said structure and adjacent parking areas. Lessor shall be responsible for lawn maintenance on the property, and shall maintain the access road and parking area as deemed necessary by the Lessor. Any signage as erected by the Lessor, with the approval of the Lessee, shall be maintained in good repair by the Lessor.

6. Lessee shall be responsible for all utilities, including but not limited to gas, electric and water and sewer service for the leased premises.

7. No alcoholic beverages shall be sold, consumed or kept on the premises during the terms of this Lease and violation of this provision shall be sufficient cause for termination thereof.

8. Lessee shall maintain all improvements currently on the premises and said improvements shall remain the property of the Lessee. No additions to these facilities shall be made without prior written approval of Lessor.

9. The use of the leased premises shall be limited to use for an indoor rifle and/or pistol range with accessory office, toilet facilities and clubrooms. Lessee shall establish safety rules and regulations, which shall be observed and strictly enforced at all times the leased premises are used. No other use of these facilities shall be allowed without the written approval of Lessor.

10. Lessee shall maintain fire and extended coverage insurance on the building or structure erected on the premises, at its own expense. Lessee shall, at its expense, maintain liability damage insurance in an amount of \$1,000,000.00 naming Lessor, its officers, agents and employees as additional insured and shall maintain debris removal insurance coverage in an amount equal to 25% of the insured value in a form approved by Lessor's City Attorney. Lessee shall further indemnify, defend and hold harmless the Lessor, its officers, agents and employees from any and all liability arising out of the use of the leased premises and shall indemnify Lessor for any loss suffered by it, including the costs of defending any suit arising out of Lessee's use and occupation of the premises. Lessee shall provide Lessor with copies of all applicable insurance policies or certificates which shall

name Lessor as a certificate holder together with any amendments and/or renewals of said policies.

11. Lessee shall have the right of ingress and egress to the structures located on said premises from Nagel Street S.W. Lessor may utilize the access road and parking area for patrons of Marquette Park and Kimble Field. Parking areas reserved for exclusive use by the Lessee shall be identified by the Lessee.

12. Lessee shall not transfer or assign this Lease or sublet the premises without prior written approval of Lessor.

13. This Lease shall terminate and the rights and obligations of the parties shall cease in the event of any one of the following:

- (a) The expiration of the term of the Lease;
- (b) Voluntary surrender of the premises by the Lessee;
- (c) Violation of any of the terms and conditions stated herein. In the event of such violation, Lessor shall notify Lessee, and Lessee shall have thirty days to correct said violation if said violation is of a nature that corrective measures may be taken.

Upon termination, Lessee may remove all furniture, equipment and other property specifically related to Lessees activities on the premises (except essential building fixtures, e.g. lighting fixtures, etc).

14. Upon termination of this lease by voluntary surrender of the premises by the Lessee or upon violation of the terms and conditions of this lease not timely corrected by Lessee, the building shall become the property of Lessor and Lessee shall cooperate in providing any necessary documents to confirm this status.

15. In the event of sale of the leased premises by the City, Lessee shall have the first option to purchase the premises at a purchase price as shall be determined as herein provided. Said option must be exercised within 60 days after receipt of a notice of intent to sell the leased premises by the City

16. Upon termination of this lease by expiration of the lease and/or any renewal term provided herein, the City shall pay the Lessee fair market value of the buildings and/or improvements which have been erected or made upon the premises. In the event of a sale to the Lessee or a retention of the buildings and/or improvements by the Lessor under this paragraph, the parties shall agree to the fair market value of the premises or the building and/or improvements as the case may be. If the

parties cannot agree upon such value, the parties shall select an appraiser to appraise the premises or the building and/or improvements to set a fair market value. The sale or purchase of any improvements under this paragraph shall be subject to the requirements of the Wyoming City Charter.

17. Lessee shall be responsible for any environmental clean up or other remedy deemed necessary as a result of Lessee's use and operation of the leased premises whether required under city ordinance, state or federal statute or any rule or regulation adopted pursuant to same. If available at reasonable rates, Lessee shall provide Lessor with a policy of insurance, naming Lessor as additional insured to provide for any necessary environmental clean up of the property in accordance with the terms of this paragraph and under the terms of paragraph 10.

18. Lessee shall at all times maintain its non-profit status under Michigan law. At the request of Lessor, Lessee shall verify its current non-profit status in a manner acceptable to Lessor.

19. All notices required under the terms of this Lease shall be given either in person or by first class mail, postage prepaid, to the required post office address of the respective parties. Notices to Lessor shall be sent to: City Manager, City of Wyoming, 1155 - 28th Street S.W., Wyoming, Michigan 49509. Notices to Lessee shall be sent to: Grand Rapids Rifle and Pistol Club, P.O. Box 9462, Wyoming MI 49509, Wyoming, Michigan 49509.

20. This Agreement shall be binding upon the heirs, successors and assigns hereto and shall contain the full agreement between the parties, any oral agreements to the contrary notwithstanding. This Agreement may be amended only in writing signed by both parties.

CITY OF WYOMING

Dated: _____

Jack A. Poll
Its Mayor

Dated: _____

Heidi A. Isakson
Its City Clerk

GRAND RAPIDS RIFLE AND PISTOL
CLUB

Dated: _____

Ryan Phillips
Its President

Dated: _____

Daniel McAdams
Its Secretary

Approved as to form:

Jack R. Sluiter
Wyoming City Attorney

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH PINERY PARK LITTLE LEAGUE, INC. FOR USE OF BUILDING IN PINERY PARK

WHEREAS, Pinery Park Little League, Inc. is in need of office space and a meeting area; and

WHEREAS, Pinery Park Little League, Inc. has leased the former City of Wyoming Parks and Recreation Department office building located in Pinery Park since 1999; and

WHEREAS, said lease is expiring June 30, 2011, and

WHEREAS, Pinery Park Little League wishes to enter into a new lease for a period of three years commencing on July 1, 2011, and the rental amount will be \$2,035 per year; now therefore,

BE IT RESOLVED, that the City Council hereby authorizes the Mayor and City Clerk to execute the attached lease agreement between the City of Wyoming and Pinery Park Little League, Inc. for use of a building located in Pinery Park.

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

Heidi A. Isakson
Wyoming City Clerk

Memo

To: Curtis Holt, City Manager
From: Rebecca L. Rynbrandt, Director of Parks and Recreation
CC: Barb VanDuren, Deputy City Manager, and John Edgerle, President of Pinery Park Little League
Date: May 25, 2011
Re: Pinery Park Little League Lease of Building

Since 1999, the City of Wyoming has maintained a leasing agreement with Pinery Park Little League allowing for their use of the former administrative offices building of the Parks and Recreation Department located in Pinery Park. The current lease expires June 30, 2011.

Attached, please find a new lease agreement for your consideration. The agreement reflects the following changes:

- For a period of three years, July 1, 2011 through June 30, 2014.
- An annual payment of \$2,035, reflecting a 2% increase based in part upon the Consumers Price Index.

Subject to your approval, I would like to present this matter before City Council at the June 6, 2011 regular meeting for their consideration.

LEASE AGREEMENT

This agreement made this ____ day of June, 2011, between the City of Wyoming of 1155 - 28th St. S.W., Wyoming, MI 49509 (hereinafter "City") as Lessor and Pinery Park Little League, Inc. a Michigan Non-profit Corporation, of 4880 Burlingame S.W., Wyoming, MI 49509 (hereinafter "League") as Lessee, the terms of which are as follows:

1. The City hereby leases to the League property located in Pinery Park, in the City of Wyoming, the former Parks Department Offices, as shown on the attached map.

2. The term of the lease shall be for a period of three years commencing on July 1, 2011.

3. Any extension of the lease agreement or any change in the proposed use under the lease agreement shall be subject to further agreement between the parties. Any request for extension by the League shall be made at least six months prior to the expiration of the lease.

4. The rental shall be in the amount of \$2,035.00 per year in advance payable upon commencement of the lease and on the anniversary date thereof.

5. The League shall use the leased property for office space and a meeting room for the Pinery Park Little League.

6. The League shall at its sole expense renovate the building for the use provided. All renovations shall require prior City approval. Upon completion or termination of the lease, all permanent improvements to the building shall become the property of City.

7. Upon termination of the lease, the League shall return the building to the City in good condition, reasonable wear and tear excepted.

10. The City shall maintain the parking lot and access to the property in reasonable condition, including but not limited to necessary snow removal and normal maintenance.

11. The City shall maintain the following utilities on the leased premises during the term of the lease; gas, electric, water and sewer. The League shall be responsible for all expenses related to telephone or related service for the building.

12. The League shall be allowed adequate parking in the Pinery Park lot for all League functions and activities.

13. The League shall provide insurance for the premises during the terms of the lease and name the City as an additional insured. Said insurance shall include but not be limited to fire and extended coverage for the building and its contents in the amount of \$200,000 or replacement value

and premises and general liability insurance covering the building and its use in the amount of \$1,000,000.

14. The League shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all liability arising out of the use and occupancy of the leased premises.

15. This lease may not be assigned nor the premises sublet without the written consent of the City. In the event the City agrees to an assignment or sublease of the premises, all terms of this agreement shall be binding on any successor or assign hereto.

16. This agreement shall be subject to all applicable terms of the Wyoming City Charter and Wyoming City Code and all applicable state statutes.

17. This agreement contains the entire agreement between the parties, any oral representations to the contrary notwithstanding. This agreement shall not be modified except by written agreement of the parties.

City of Wyoming

Pinery Park Little League

Jack A. Poll
Its Mayor

John Edgerle
President

Heidi A. Isakson
Its City Clerk

Approved as to Form:

Jack R. Sluiter
City Attorney

RESOLUTION NO. _____

RESOLUTION TO EXTEND AN AGREEMENT
FOR PROFESSIONAL ENVIRONMENTAL SERVICES

WHEREAS, in April of 2008, the City of Wyoming was awarded a \$200,000 Assessment Grant from the EPA for the inventorying and characterization of Brownfields known or suspected to be contaminated with hazardous substances as defined in the Comprehensive Environmental Responses, Compensation and Liability Act, and

WHEREAS, on November 3, 2008, the Wyoming City Council adopted Resolution number 23098 authorizing acceptance of a proposal from Soil and Materials Engineers, Inc. (SME) for professional Environmental Services to perform Brownfields inventory and assessment tasks related to the grant, and

WHEREAS, as detailed in the attached memorandum from the Deputy City Manager, the City of Wyoming anticipates receipt of another EPA Brownfield Grant and recommends extending the Professional Services Agreement with SME through the next grant cycle, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize extending the agreement with SME for Professional Environmental Services.

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

Motion carried: _____ Yeas, _____ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a _____ session held on the _____ day of _____, 2011.

Attachments: Memorandum
Professional Services Agreement

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

To: Mayor and City Council

From: Barbara VanDuren, Deputy City Manager

Date: May 19, 2011

Subject: Professional Services Agreement with Soil and Materials Engineers, Inc.

In 2008, the City of Wyoming was the recipient of a \$200,000.00 EPA Grant for inventorying and assessing Brownfield sites throughout the City. At that time, proposals were requested for Professional Environmental Services to implement the grant on behalf of the City. Through review of the proposals and interviews of the candidates, the contract was awarded to Soil and Materials Engineers, Inc. The term of the agreement is three years from the date of execution, which would be November 3, 2011, or when the current grant funds are expended, which would be July 31, 2011.

The City of Wyoming has again applied for, and anticipates receipt of, the EPA Brownfield Grant. Given the superior effort provided by SME in fulfilling the terms of the agreement and the positive working relationship we have with Jeff Edwards, it is my desire to extend the agreement through the next grant cycle.

BV/kv

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, is made as of Nov. 3 2008, by Soil and Materials Engineers, Incorporated ("SME"), a Michigan corporation, whose address is 43980 Plymouth Oaks Boulevard, Plymouth, MI 48170-2584, and the City of Wyoming (the "City"), a Michigan public body corporate, whose address is 28th Street SW, PO Box 905 Wyoming, Michigan 49509-0905.

RECITALS

- A. The City has been awarded a U.S. Environmental Protection Agency Cooperative Assistance Agreement (the "Cooperative Agreement") of \$200,000 for brownfield assessment activities within the City of Wyoming, a copy of which is attached as Exhibit A.
- B. The City desires to contract SME to provide qualified environmental services for the coordination, direction, conduct, and/or oversight, as appropriate, of brownfield assessment activities conducted at specific sites within the City to be assisted with funds provided under the Cooperative Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements contained in this Agreement, it is agreed as follows:

1. General Agreement. SME shall conduct environmental assessments at certain brownfield sites to be selected by the City (the "Services"). SME shall also coordinate activities for the City in accordance with the Work Plan (attached as Exhibit B) and the Cooperative Agreement, including the arrangement of periodic meetings with the City to review certain proposed activities to be undertaken as part of the Cooperative Agreement.
2. Qualifications. SME shall employ adequate professional and technical staff, duly registered, certified and/or licensed as required by law or U.S. EPA Assessment Grant guidance or policy, qualified to perform the services required by this Agreement or that it will, at its sole expense, engage sub-contractors or consultants who are so qualified. If sub-contractors or consultants are employed or retained by SME, the City shall be so informed and SME shall be responsible for any payments due to the sub-contractors or consultants.
3. Work Product. All reports, drawings, letters, work sheets, plans, supportive data, documents and other materials, whether produced or stored on paper, electronically or otherwise, which are produced by SME in the course of and for the purpose of meeting the terms of this Agreement and the Cooperative Agreement ("SME's Work Product") are the property of the City. In order to fulfill the requirements of the Cooperative Agreement, the City may obtain copies of any of SME's Work Product on paper, on mylar, on electronic disk or any other format requested by the City which SME is capable of producing, and the City shall pay the nominal cost of reproducing such documents in the requested format. SME's Work Product shall not be disclosed to any third party without the City's prior permission.
4. Equipment and Supplies. SME at its sole expense shall provide all necessary equipment and supplies as necessary for the performance of the Services.
5. Independent Contractor. No SME employee or agent is or shall for any reason be considered to be an employee of the City. The City shall neither have nor exercise

any control or direction over SME's employees or agents except as provided in or contemplated by this Agreement.

6. Payment for Services. SME shall be compensated for professional services rendered and for use of necessary equipment and supplies on a time and materials basis in accordance with SME's fee schedules, which shall be an integral part of this Agreement. SME shall have the right to amend or adjust said fee schedules through written notice to the City no more than once per calendar year during the term of this Agreement. Prior to commencement of any environmental assessment work at certain brownfield sites within the City, SME will provide the City with an estimate for the proposed work. SME will issue all invoices for work performed to the City. The City will pay for all work upon approval of invoiced amounts by the City.

7. Reporting. SME shall provide the City with a quarterly report outlining the status of ongoing assessment activities within the City and the status of the Cooperative Agreement in general.

8. Insurance. SME shall provide certificates of insurance to the City which prove SME has not less than \$1,000,000 coverage for comprehensive general liability and property damage and proof of worker's compensation insurance. The comprehensive general liability and property damage certificate shall name the City, their officers, employees, agents and representatives as additionally insured, without exceptions, and shall carry a thirty (30) day notice of cancellation. Proof of insurance, as stipulated above, shall be provided to the City within ten (10) working days after the date of this Agreement.

SME shall also provide automobile liability insurance which includes:

1. Coverage that complies with the requirements of the Michigan No-Fault Law.
2. Coverage for Owned, Hired and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both bodily injury and property damage.

SME shall also provide proof of professional liability insurance which shall insure against acts which are in the nature of professional services performed by architects and engineers. Professional liability coverage shall be provided in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. SME shall maintain such during the term of this Agreement.

9. Indemnity. SME shall hold the City (including their officers and employees) harmless from and indemnify them for and against any and all liability, claims, damages, expenses, cause of actions, suits, judgments, awards or other requirements to pay any funds as a result of injury (including death) to any person or damage to any property arising out of SME's negligent performance of services under this Agreement and those of the SME's subconsultants or anyone on SME's behalf.

10. Compliance With Legal Requirements. SME and its agents and representatives shall, in performing their duties under this Agreement, comply with all applicable laws, rules and regulations.

11. Contacts With the City. SME shall designate in writing to the City who shall be SME's principal contact for the City.

12. Term. This Agreement shall be for a period of three years from the date of contract execution or until the cooperative agreement funds allocated to the applicable

contractual services are expended, whichever is sooner.

13. Termination. This Agreement may be terminated at any time by mutual agreement or by either party, upon 30 days prior written notice to the other, if the other party fails or refuses to perform any of its duties and responsibilities under this Agreement. If or failure to perform is remedied within 30 days after notice, then the termination notice shall be void.

14. Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligations except for (i) obligations occurring prior to the date of termination, and (ii) obligations or promises made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by SME, SME shall immediately discontinue all services (unless the notice directs otherwise). Upon payment for Services accepted by the City, SME shall deliver copies of all data, drawings, specifications, reports, estimates, summaries and such other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from SME's default or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid SME on a time and expense basis, but no amount shall be paid on profit anticipated for services not yet performed by SME.

15. Notices. Any notice required to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

16. Governing Law and Remedies. This Agreement shall be construed and enforced in accordance with the law of the State of Michigan. To the extent not prohibited by law, the parties agree that the sole jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be in the state courts in Kent County, Michigan, and the prevailing party in any such action shall, in addition to any remedies to which the party is entitled at law or in equity, be entitled to recover its actual costs to bring, maintain or defend any such action, including, without limitation, attorney fees and other legal expenses.

17. Publication, Reproduction and Use of Material. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

18. Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.

19. Headings. The headings in this Agreement are only for reference purposes and shall not affect the meaning or interpretation of this Agreement. The recitals, however, are intended to be an integral part of this Agreement.

20. No Assignment. This Agreement and the rights and obligations under this Agreement are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

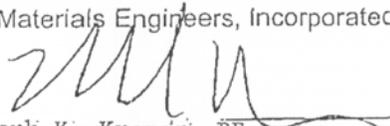
21. Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to its subject matter. No other oral statements or prior

written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties.

22 Effective Date. The Parties have signed this Agreement as of the date first written above.

Soil and Materials Engineers, Incorporated

By:


Mark K. Kramer, PE

Its President

and

By:


Andrew J. Emmert,

Its Vice President and CFO

SME Project No. GE-59048 - D

City of Wyoming

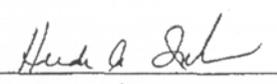
By:


Carol S. Sheets

Its Mayor

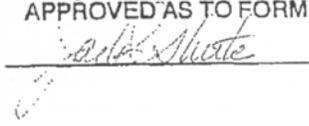
and

By:


Heidi A. Isakson

Its City Clerk

APPROVED AS TO FORM:


Mark K. Kramer

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A PROPOSAL
FOR SOFTWARE SUPPORT SERVICES

WHEREAS, the City of Wyoming owns and operates a Supervisory Control and Data Acquisition System (SCADA) capable of serving the needs of the operations work group at the Clean Water Plant and the Donald K. Shine Water Treatment Plant, and

WHEREAS, the computer oriented system is utilized to control and monitor Plant operations from various work stations, and

WHEREAS, the SCADA system significantly automates the storage of operations information which is used in producing the reports required to assure the efficient operation of the Plants, and

WHEREAS, the current software support services contract for the SCADA system with Wonderware North expires on July 7, 2011, and

WHEREAS, Wonderware North is the only firm able to provide the required SCADA system software support services, and

WHEREAS, a proposal to continue to provide the required SCADA system software support services for a period of twelve months has been received from Wonderware North in the amount of \$27,982, and

WHEREAS, funds for the software support services are budgeted in the 2011-2012 Sewer Fund Software Services Account #590-590-543.00-806.000 and Water Fund Software Services Account #591-591-553.00-806.000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby accept the proposal to continue to provide the required SCADA system software support services for the next twelve months as received from Wonderware Central in the total amount of \$27,982.

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

Attachments: Memorandum
Proposal

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

TO: Kim Oostindie, Human Resources Supervisor
FROM: Craig Smith, Clean Water Plant Superintendent
DATE: May 23, 2011
SUBJECT: Wonderware Software support

It is time to renew our software support contract with Wonderware North. As in the past, this 12 month support contract includes the following:

- ◆ Toll free telephone support
- ◆ Knowledgebase CD, which includes program updates, patches and service packs

This contract, which takes effect July 7, 2011, covers both the Clean Water Plant and the Drinking Water Plant at a total cost of \$27,982. This is a very slight increase over last year's \$27,299. This breaks down to \$15,838 for the Drinking Water Plant and \$12,144 for the Clean Water Plant. Sufficient funds are available in our 2011- 2012 Software accounts for this service.

Attached for your consideration, is a resolution to present to the City Council for approval. If you have any questions concerning this, I will make myself available to answer them.

cc Jerry Caron, WTP Superintendent
Gail Sheppard, Director of Information Technology
Bill Dooley, Director of Public Works



Company Name: City of Wyoming WTP
Contact: Tom Schulz
Date: May 3, 2011
Reference: CityofWyomingWTP_27960_Schulz_050311MS_CustomerFirst
Support Agreement ID: 27960
Current Expiration Date: July 7, 2011
Support Level: Standard

Tom:

We thank you for your continued participation in the **Wonderware Customer First Support Program**, and are pleased to provide you with this quotation for renewal.

As you are likely aware by now, Wonderware NorthEast has expanded into Northwest Ohio, Indiana, Michigan, Illinois and Eastern Iowa. To more represent our new and expanded geographic focus, we've renamed the company to Wonderware North. We're excited to continue introducing **Wonderware North** to our new customer base and for our existing customers, this change brings new capabilities for you to leverage. With our new sales and support office and certified training center in Indianapolis, IN, Wonderware North has even more resources at our disposal to assist in meeting your daily support needs, and long-term operational goals.

But we are not the only asset the Customer First Support program makes available to you. As the Wonderware Developer Network (available exclusively to Customer First Support subscribers) continues to grow, it is becoming an increasingly effective and vital tool for customers to extract the greatest amount of return on their software investment by collaborating with other customers, system integrators, developers and architects from around the world.

A crucial well-known benefit of Wonderware Customer First Support is access to Free Version Upgrades. However, not only do you get the latest versions for free as a support subscriber, you also have exclusive access to Wonderware service packs and patches, which can be vital to keeping your system compatible with your Microsoft OS. Microsoft releases many security related updates which can jeopardize the stability of your production system. As a Microsoft Gold Certified Partner, Wonderware has visibility into forthcoming security related updates and the ability to immediately react and release any necessary patches and updates which are available at no cost to Customer First Support subscribers.

What you should know:

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement is allowed to lapse, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

To assist you in every way possible to meet your budgeting demands, this proposal represents the cost to renew the Wonderware Customer First Support Agreement for the upcoming year, AND a budgetary estimate for the 2012 support year.

There are three tiers of support available to you, and the benefits of each are listed on the following page. Additional benefits such as direct access to Wonderware (outside of Wonderware North business hours) or access to 24x7 emergency support can be arranged by purchasing the Premium or Elite levels....



Wonderware Customer First Program Benefits

Feature	Standard*	Premium	Elite
Software Maintenance and Enhancements			
Software Upgrades and Updates	√	√	√
Patches, Service Packs	√	√	√
Hot Fixes	√	√	√
Automated Communications			
WonderUpdate via E-mail	√	√	√
Tech Alerts via E-mail	√	√	√
Automated Email of Support Usage & Summary Reports		√	√
Online Support			
Wonderware Developer Network	√	√	√
Incident Submission & Tracking via WebSupport	√	√	√
Expert System Knowledge Base (Online and CD format)	√	√	√
Wonderware Security Central	√	√	√
TechNotes	√	√	√
Incident Submission via E-mail	√	√	√
Enhanced Technical Support			
Immediate Telephone Support via Wonderware North	√	√	√
Remote Support	√	√	√
Wonderware Lake Forest Level 2 Direct/Advanced Support		√	√
24/7/365 - Emergency Technical Support via Telephone		√	√
Critical Incident Response Access			√
Training			
Online Training with Access to Over 60 Online Courses	√	√	√
Discounts on Training Classes held at Wonderware North	√	√	√
Discount on Software Audit Services		50%	50%
Additional Features	na	See below for details	

*Additional features are available to **Premium** members, based on the amount of licenses/size of the agreement - - such as Personalized/Dedicated Wonderware Support TEAM, two (2) Complimentary Invitations to Wonderware Premium Support Symposium (hosted at WonderWorld), On-Site Technical Reviews, Dedicated Customer Portal for support issues...*

***Elite** members have expanded discounts on Wonderware Services, formal planning/technical advisement Resources, five (5) Complimentary Invitations to Wonderware Premium Support Symposium (hosted at WonderWorld) and options such as a Hosted Application Clone at Wonderware...*

See Wonderware North for details.



Customer First Support Proposal: Current Year

Support Level: Standard

Purchase Order Must be Received By: July 7, 2011

The renewal quotation below was based on the attached list of licenses registered to your site (See License List on last page). Review this list for accuracy and alert us of changes, upon which we'll revise the proposal and official License List accordingly. Licenses not on the contract will not be eligible for support /upgrades.

Part Number	Description	Price
WWCFS-2000	Wonderware Customer First Agreement – Standard Level – One Year – Cleanwater Plant Licenses	\$12,144
WWCFS-2000	Wonderware Customer First Agreement – Standard Level – One Year – Drinking Water Plant Licenses	\$15,838
Total:		\$27,982

Simply call or e-mail me if you have any questions.

Reference WCF Support Agreement ID 27960 and address your order to:

Wonderware North (Q-mation)

425 Caredean Drive

Horsham, PA 19044

(877) 900-4996 phone

(215) 675-9712 fax

sales@wonderwarenorth.com

Tax ID: 23-2549974

Best Regards,

Maria Steel

Wonderware North

msteel@wonderwarenorth.com

Delivery: 2 weeks

Terms: Net 30 Days

F.O.B: Horsham, PA

Transportation: Prepaid & added

Quotation valid: 30 days



City of Wyoming License List – Cleanwater Plant

Software License Number	Part Number	Part Description
358863-4	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
358864-4	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
358865-4	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
358866-4	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
358867-4	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
358868-4	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
358869-4	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
358870-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
358871-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
358872-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
358873-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
358874-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
358875-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
358876-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
358877-4	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
439939-5	12-10706	Upp, Wonderware Historian Client Per Device
439940-5	12-10706	Upp, Wonderware Historian Client Per Device
439941-5	12-10706	Upp, Wonderware Historian Client Per Device
439942-5	12-10706	Upp, Wonderware Historian Client Per Device
505510-3	12-10315	Upp, InTouch Runtime 60000 Tag with I/O
505513-4	12-10791	Upp, Development Studio Unlimited Unlim / 60000 / 500
520938-3	12-0503	Upp, WW Basic CAL with MS CAL Single, v2008
520939-3	12-0503	Upp, WW Basic CAL with MS CAL Single, v2008
520940-3	12-0503	Upp, WW Basic CAL with MS CAL Single, v2008
520941-3	12-0503	Upp, WW Basic CAL with MS CAL Single, v2008
676853-2	12-10665	Upp, Remote IDAS Remote Indus Data Acquisition Service
715723-0	04-2036	Device Integration, IO Server
729545-6	12-10575	Upp, InTouch Runtime 60000 Tag without IO, WIC
890636-1	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
890637-1	12-10319	Upp, InTouch Runtime 60000 Tag without I/O
438943-7	12-0428	Historian Server Standard Ed. - 5K Tag
890163-0(part of 438943)	09-0023	Information Server Portal

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City of Wyoming License List – Drinking Water Plant

Software License Number	Part Number	Part Description
716355-5	12-10724	Upg, Wonderware Historian Client Per Server Concurrent
716356-3	12-0503	Upg, WW Basic CAL with MS CAL Single, v2008
760375-3	12-0503	Upg, WW Basic CAL with MS CAL Single, v2008
760376-3	12-0503	Upg, WW Basic CAL with MS CAL Single, v2008
760377-3	12-0503	Upg, WW Basic CAL with MS CAL Single, v2008
760378-3	12-0503	Upg, WW Basic CAL with MS CAL Single, v2008
972058-0	SO-D130	Device Integration Servers
972059-0	SO-D130	Device Integration Servers
972060-0	SO-D130	Device Integration Servers
972061-1	12-10721	Upg, Wonderware Historian Client Per Named Device, 20 Pk
972062-1	12-10718	Upg, Wonderware Historian Client Per Named Device
972063-1	12-0515	Upg, Per Processor WW Basic CAL with MS CAL, v2008
972064-2	12-10811	Upg, Development Studio Unlimited Unlim / 60000 / 500
1043526-1	12-10300	Upg, Application Server Platform
1043527-1	12-10300	Upg, Application Server Platform
1056849-2	12-10315	Upg, InTouch Runtime 60000 Tag with I/O
1056850-1	12-10706	Upg, Wonderware Historian Client Per Device
1056851-1	12-0503	Upg, WW Basic CAL with MS CAL Single, v2008
1156222-0	SO-D1101	Device Integration Servers
685157-5	12-10770	Upg, InTouch for System Platform with Historian Client
1016447-1(part of 685157)	12-10300	Upg, Application Server Platform
685158-5	12-10770	Upg, InTouch for System Platform with Historian Client
1016448-1(part of 685158)	12-10300	Upg, Application Server Platform
961707-2	SPU-4440A	Upg, System Platform 25000 IO / 12000 History
710444-6(part of 961707)	12-10692	Upg, Wonderware Historian Server Enterprise, 12000 Tag
890162-3(part of 961707)	12-10732	Upg, Information Server Portal
961708-5(part of 961707)	12-10304	Upg, Application Server 25000 I/O
961709-1(part of 961707)	12-10529	Device Integration Servers
1016444-1(part of 961707)	12-10300	Upg, Application Server Platform
1016445-1(part of 961707)	12-10300	Upg, Application Server Platform
1016446-1(part of 961707)	12-10300	Upg, Application Server Platform
975569-1	12-10590T	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990711-1(part of 975569)	12-10300	Upg, Application Server Platform
975570-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990712-1(part of 975570)	12-10311TP	Upg, Application Server TSE Session
975571-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990713-1(part of 975571)	12-10311TP	Upg, Application Server TSE Session
975572-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990714-1(part of 975572)	12-10311TP	Upg, Application Server TSE Session

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975573-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990715-1(part of 975573)	12-10311TP	Upg, Application Server TSE Session
975574-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990716-1(part of 975574)	12-10311TP	Upg, Application Server TSE Session
975575-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990717-1(part of 975575)	12-10311TP	Upg, Application Server TSE Session
975576-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990718-1(part of 975576)	12-10311TP	Upg, Application Server TSE Session
975577-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990720-1(part of 975577)	12-10311TP	Upg, Application Server TSE Session
975578-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990721-1(part of 975578)	12-10311TP	Upg, Application Server TSE Session
975579-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990722-1(part of 975579)	12-10311TP	Upg, Application Server TSE Session
975580-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990723-1(part of 975580)	12-10311TP	Upg, Application Server TSE Session
975587-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990724-1(part of 975587)	12-10311TP	Upg, Application Server TSE Session
975588-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990725-1(part of 975588)	12-10311TP	Upg, Application Server TSE Session
975589-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990726-1(part of 975589)	12-10311TP	Upg, Application Server TSE Session
975590-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990727-1(part of 975590)	12-10311TP	Upg, Application Server TSE Session
975591-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990728-1(part of 975591)	12-10311TP	Upg, Application Server TSE Session
975592-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990729-1(part of 975592)	12-10311TP	Upg, Application Server TSE Session
975593-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990730-1(part of 975593)	12-10311TP	Upg, Application Server TSE Session
975594-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990731-1(part of 975594)	12-10311TP	Upg, Application Server TSE Session
975595-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990732-1(part of 975595)	12-10311TP	Upg, Application Server TSE Session
975596-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990733-1(part of 975596)	12-10311TP	Upg, Application Server TSE Session
975597-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990734-1(part of 975597)	12-10311TP	Upg, Application Server TSE Session
975598-1	12-10590TP	Upg, InTouch for System Platform without ActiveFactory TSE, WIC
990887-1(part of 975598)	12-10311TP	Upg, Application Server TSE Session
1071011-1	12-10786TF	Upg, InTouch for System Platform without Historian Client TSE
1043525-1(part of 1071011)	12-10300	Upg, Application Server Platform
1071012-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE

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1071035-0(part of 1071012)	12-10311TP	Upg, Application Server TSE Session
1071013-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071036-0(part of 1071013)	12-10311TP	Upg, Application Server TSE Session
1071014-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071037-0(part of 1071014)	12-10311TP	Upg, Application Server TSE Session
1071015-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071038-0(part of 1071015)	12-10311TP	Upg, Application Server TSE Session
1071016-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071039-0(part of 1071016)	12-10311TP	Upg, Application Server TSE Session
1071017-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071040-0(part of 1071017)	12-10311TP	Upg, Application Server TSE Session
1071018-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071041-0(part of 1071018)	12-10311TP	Upg, Application Server TSE Session
1071019-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071042-0(part of 1071019)	12-10311TP	Upg, Application Server TSE Session
1071020-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071043-0(part of 1071020)	12-10311TP	Upg, Application Server TSE Session
1071021-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071044-0(part of 1071021)	12-10311TP	Upg, Application Server TSE Session
1071022-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071045-0(part of 1071022)	12-10311TP	Upg, Application Server TSE Session
1071023-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071046-0(part of 1071023)	12-10311TP	Upg, Application Server TSE Session
1071024-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071047-0(part of 1071024)	12-10311TP	Upg, Application Server TSE Session
1071025-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071048-0(part of 1071025)	12-10311TP	Upg, Application Server TSE Session
1071026-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071049-0(part of 1071026)	12-10311TP	Upg, Application Server TSE Session
1071027-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071050-0(part of 1071027)	12-10311TP	Upg, Application Server TSE Session
1071028-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071051-0(part of 1071028)	12-10311TP	Upg, Application Server TSE Session
1071029-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071052-0(part of 1071029)	12-10311TP	Upg, Application Server TSE Session
1071030-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071053-0(part of 1071030)	12-10311TP	Upg, Application Server TSE Session
1071031-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071054-0(part of 1071031)	12-10311TP	Upg, Application Server TSE Session
1071032-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071055-0(part of 1071032)	12-10311TP	Upg, Application Server TSE Session
1071033-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071056-0(part of 1071033)	12-10311TP	Upg, Application Server TSE Session

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1071034-1	12-10786TPF	Upg, InTouch for System Platform without Historian Client TSE
1071057-0(part of 1071034)	12-10311TP	Upg, Application Server TSE Session
1156220-0	01-2519	InTouch for System Platform without Historian Client
1156221-0(part of 1156220)	19-0068	Application Server Platform

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RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR
THE REPLACEMENT OF OIL TANKS

WHEREAS, as detailed in the attached memorandum, Rohr Gasoline Equipment, Inc. submitted the low bid for the replacement of oil tanks, and

WHEREAS, the project will require the approval of the attached budget amendment, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bid for the replacement of motor tanks to Rohr Gasoline Equipment, Inc. in the amount of \$14,929.40 and approves the attached budget amendment.

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

Motion carried: _____ Yeas, _____ 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 6th day of June, 2011.

Attachments: Memorandum
Budget Amendment

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

DATE: May 24, 2011
TO: William Dooley, Director of Public Works
FROM: Ted Seil, Motor Pool Supervisor
SUBJECT: Bid for Oil Tank Removal / Replacement

On Tuesday May 17, 2011 the City Clerk received two bid responses for the removal of two 1000 gallon underground storage tanks and the installation of three 550 gallon aboveground oil storage tanks and pumps. Five invitations to bid were sent to prospective bidders. The bids were received as follows:

Rohr Gasoline Equipment, Inc.	\$ 14,929.40
Pitsch Company	\$ 41,650.00

Upon reviewing the bid submittals, both bids were determined to meet the bid specifications. It is recommended the bid be awarded to the low bidder, Rohr Gasoline Equipment, Inc. of Byron Center.

The existing underground storage tanks are being removed before any leakage becomes apparent creating an environmental issue. The tanks are used for the storage of new and used motor oil. The three new tanks will be used for storage of used motor oil and new motor oil for servicing City of Wyoming vehicles and equipment.

Insufficient funds are available in the Motor Pool Building Account 661-441-58300- 930.000; therefore, a budget amendment has been attached for the City Council's approval.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS, formal bids have been obtained on the below listed items, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandums, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bids for the purchase of the listed items as recommended in the attached memorandum and summarized below:

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Work Uniforms & Carhartt Clothing Items	Cintas Location 301	Bid prices as shown on the attached memorandum
2. Parks & Recreation Brochure Printing Services	Mignone Communications, Inc.	Bid prices as shown on the attached tabulation sheet
3. Roof Top Fall Protection Equipment	Agile Safety	Bid prices as shown on the attached tabulation sheet
4. Chemicals for the Clean Water Plant	Kemira Water Solutions, Inc., Alexander Chemical, Haviland Products Company, PVS Nolwood Chemicals, Webb Chemical & JS Buxton	Bid prices as shown on the attached memorandum
5. Chemicals for the Drinking Water Plant	Shannon Chemical Corporation, Norit Americas Inc. & Standard Purification	Bid prices as shown on the attached tabulation sheet
6. Liquid Polymers	Hexagon Technologies, Hercules Incorporated (Ashland) & Polydyne Inc.	Bid prices as shown on the attached tabulation sheet

Councilmember _____ moved, seconded by
Councilmember _____, that the above resolution be adopted.

Motioned carried: _____ Yeas, _____ 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 6th day of June, 2011.

Attachments: Memorandums
Tabulation Sheets

Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

To: City Council and City Manager
From: Kimberly Oostindie, Human Resources Supervisor
Re: Award of Bid for Work Uniforms & Carhartt Clothing Items
Date: May 12, 2011

On May 3, 2011, one bid was received in answer to our invitation to bid on work uniforms and Carhartt clothing items. Fifty-two invitations to bid were sent to prospective bidders.

The bid specifications as written requested each bidder submit a percentage discount from the work uniform clothing manufacturer's current standard published catalog or the manufacturer's current standard published catalog price list in the event the list prices are not shown in the catalog or have been updated. The lone bid received from Cintas Location 301 is as shown below:

	<u>Work Uniforms</u>	<u>Carhartt Clothing Items</u>
Discount:	38.5%	38.5%
Embroidery:	\$5.95	\$7.40

Work uniforms and Carhartt clothing items are ordered as needed with the appropriate departmental account being charged at time of purchase.

It is recommended the Wyoming City Council award the bid for work uniform clothing items and Carhartt clothing items to Cintas Location 301. The estimated expenditure for work uniforms and Carhartt clothing items during the coming year is expected to total approximately \$20,000.00.



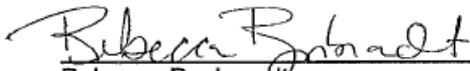
Interoffice Memorandum

Date: May 25, 2011
To: Kim Oostindie, Purchasing
From: Nancy Parent, Parks and Recreation
RE: **PARKS AND RECREATION BROCHURE PRINTING BIDS**

On Tuesday, May 24, 2011, five responses were received in answer to our invitation to bid on the Parks and Recreation Brochure Printing Services for three years. Attached please find the printing services tab sheet of the bids received for the printing of the Parks and Recreation brochures for FY 2012.

Based on the printing services tab sheet, I am recommending that the printing services for the Parks and Recreation Seasonal Brochure be awarded to Mignone Communications, Inc., who is the low bid. The cost for the Parks and Recreation Seasonal Brochure on 50# uncoated paper will be based on the number of pages required for each brochure not to exceed \$7,390 per brochure or a total of \$22,170 the first year, \$7,540 per brochure or a total of \$22,620 the second year, and \$7,690 per brochure or a total of \$23,070 the third year and be charged to the Parks and Recreation Administration Printing & Advertising account #208-752-75200-900000.

If you agree with this recommendation, please have this put on the City Council
I concur with this recommendation.



Rebecca Rynbrandt
Director of Community Services

5.31.11

Date

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
On Parks & Recreation Brochure Printing Services**

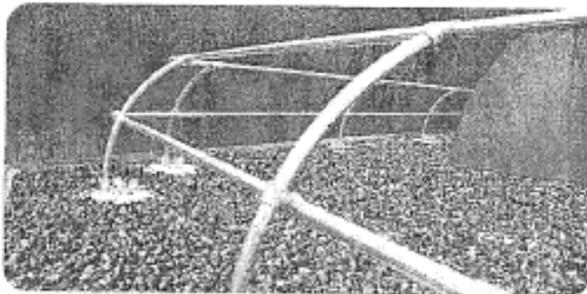
Opened By City Clerk On May 24, 2011 At 11:00 a.m.
All bid prices reduce to net. All bid prices shown are firm for orders
placed through completion of bid.

No. of Pgs.	Mignone Communications, Inc.			Vertis Inc. d/b/a Vertis Communications			Viz Com Media			Great Lakes Printing Solutions Inc.			Connection Graphics		
	Fall 2011	Winter 2011-12	Spring/Summer 2012	Fall 2011	Winter 2011-12	Spring/Summer 2012	Fall 2011	Winter 2011-12	Spring/Summer 2012	Fall 2011	Winter 2011-12	Spring/Summer 2012	Fall 2011	Winter 2011-12	Spring/Summer 2012
24	\$4,850.00	\$4,850.00	\$4,850.00	\$4,977.00	\$5,071.00	\$5,166.00	\$7,500.00	\$7,500.00	\$7,500.00	\$9,055.00	\$9,055.00	\$ 9,055.00	\$9,194.36	\$9,194.36	\$9,194.36
32	\$5,990.00	\$5,990.00	\$5,990.00	\$5,926.00	\$6,051.00	\$6,175.00	\$8,700.00	\$8,700.00	\$8,700.00	\$11,500.00	\$11,500.00	\$11,500.00	\$11,551.75	\$11,551.75	\$11,551.75
40	\$7,390.00	\$7,390.00	\$7,390.00	\$7,500.00	\$7,654.00	\$7,809.00	\$10,500.00	\$10,500.00	\$10,500.00	\$13,940.00	\$13,940.00	\$13,940.00	\$14,528.16	\$14,528.16	\$14,528.16
	Fall 2012	Winter 2012-13	Spring/Summer 2013	Fall 2012	Winter 2012-13	Spring/Summer 2013	Fall 2012	Winter 2012-13	Spring/Summer 2013	Fall 2012	Winter 2012-13	Spring/Summer 2013	Fall 2012	Winter 2012-13	Spring/Summer 2013
24	\$4,950.00	\$4,950.00	\$4,950.00	\$5,216.00	\$5,310.00	\$5,405.00	\$7,800.00	\$7,800.00	\$7,800.00	\$9,055.00	\$9,055.00	Price will be held through 2012 as noted only increase going forward for documented paper increases	\$9,194.36	\$9,194.36	\$9,194.36
32	\$6,110.00	\$6,110.00	\$6,110.00	\$6,229.00	\$6,354.00	\$6,478.00	\$9,000.00	\$9,000.00	\$9,000.00	\$11,500.00	\$11,500.00		\$11,551.75	\$11,551.75	\$11,551.75
40	\$7,540.00	\$7,540.00	\$7,540.00	\$7,879.00	\$8,033.00	\$8,188.00	\$10,800.00	\$10,800.00	\$10,800.00	\$13,940.00	\$13,940.00		\$14,528.16	\$14,528.16	\$14,528.16
	Fall 2013	Winter 2013-14	Spring/Summer 2014	Fall 2013	Winter 2013-14	Spring/Summer 2014	Fall 2013	Winter 2013-14	Spring/Summer 2014	Fall 2013	Winter 2013-14	Spring/Summer 2014	Fall 2013	Winter 2013-14	Spring/Summer 2014
24	\$5,050.00	\$5,050.00	\$5,050.00	\$5,455.00	\$5,550.00	\$5,644.00	\$8,100.00	\$8,100.00	\$8,100.00	Price will be held through 2012 as noted only increase going forward for documented paper increases.			\$9,194.36	\$9,194.36	\$9,194.36
32	\$6,240.00	\$6,240.00	\$6,240.00	\$6,532.00	\$6,657.00	\$6,781.00	\$9,300.00	\$9,300.00	\$9,300.00				\$11,551.75	\$11,551.75	\$11,551.75
40	\$7,690.00	\$7,690.00	\$7,690.00	\$8,257.00	\$8,412.00	\$8,567.00	\$11,100.00	\$11,100.00	\$11,100.00				\$14,528.16	\$14,528.16	\$14,528.16

Memorandum

To: Kim Oostindie, Human Resources Supervisor
From: Tom Wilson, Clean Water Plant Maint. Supervisor
Date: May 31, 2011
Re: Resolution to Purchase Safety Railing

The United States Department of Labor Occupation Safety and Health Administration, OSHA, Standard 1926, requires all employers that have employees that work on a surface that is higher than 6 feet above a solid surface to protect said employee from falling by the use of a guardrail system or personal fall arrest system. The Clean Water Plant has numerous locations where this requirement is necessary and has chosen to install a guardrail system around the three different levels of the main building roof line. We have selected the Architectural Series Non-penetrating Guardrail System manufactured by Blue Water



Manufacturing. Not only will it protect our employees from an accidental fall, it will also be pleasing to the sight.

To be in total compliance with this OSHA standard, the City of Wyoming Clean Water Plant is planning to install either this same roof guardrail, or another type of safety device, on our other remote buildings as well. Because this is a costly, but necessary expense, installation of these other railings will be done in each new budget year until all roof lines are properly protected from accidental falls.

Bid specifications were sent to numerous safety suppliers requesting a bid on the safety railing. The bid specifications are for material only. City staff will install the railings. On May 24, 2011, two bids were received and they are as follows:

Agile Safety	\$37,808.32
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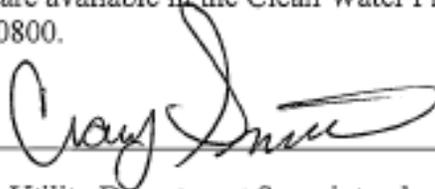
May 31, 2011

Safety Services

\$39,159.04

Evaluation of the bid received from Agile Safety found that it meets all bid specifications. Based on the information presented, I recommend that the City Council accept the bid received for the purchase of the safety railing as submitted by Agile Safety in the amount of \$37,808.32. Adequate funds are available in the Clean Water Plant Capital Maintenance Account #590-590-54400-980800.

Reviewed and Approved by:



Craig Smith, Utility Department Superintendent

Reviewed and Approved by:



Thomas Kent, Deputy Director of Public Works

**CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS
On Roof Top Fall Protection Equipment**

Opened By City Clerk On May 24, 2011 At 11:00 a.m.
All bid prices reduce to net. All bid prices shown are firm through delivery

	Agile Safety	Safety Services, Inc.
500354 Start End Kit Curved Stanchion	\$ 533.16	\$ 552.10
500350 Intermediate Kit Curved Stanchion	\$ 5,252.74	\$ 5,439.32
1047.32 90 Degree Elbow	\$ 90.50	\$ 93.70
1054.32 Straight Connector	\$ 131.68	\$ 136.32
200058 1-1/4" Sch 40 X 21' Galvanized Pipe	\$ 1,528.17	\$ 1,584.03
100034 EPDM Pad	\$ 483.84	\$ 501.06
Total Bid Price for Main Building Lab Roof	\$ 8,020.09	\$ 8,306.53
500354 Start End Kit Curved Stanchion	\$ 1,066.32	\$ 1,104.20
500350 Intermediate Kit Curved Stanchion	\$ 6,635.04	\$ 6,870.72
1047.32 90 Degree Elbow	\$ 126.70	\$ 131.18
1054.32 Straight Connector	\$ 148.14	\$ 153.36
200058 1-1/4" Sch 40 X 21' Galvanized Pipe	\$ 2,171.61	\$ 2,250.99
100034 EPDM Pad	\$ 645.12	\$ 668.08
Total Bid Price for Main Building Shop Roof	\$ 10,792.93	\$ 11,178.53
500354 Start End Kit Curved Stanchion	\$ 533.16	\$ 552.10
500350 Intermediate Kit Curved Stanchion	\$ 12,993.62	\$ 13,455.16
1047.32 90 Degree Elbow	\$ 199.10	\$ 206.14
1054.32 Straight Connector	\$ 279.82	\$ 289.68
200058 1-1/4" Sch 40 X 21' Galvanized Pipe	\$ 3,860.64	\$ 4,001.76
100034 EPDM Pad	\$ 1,128.96	\$ 1,169.14
Total Bid Price for Main Roof	\$ 18,995.30	\$ 19,673.98

MEMORANDUM

TO: Kim Oostindie, Human Resources Supervisor
FROM: Craig Smith, Utility Plant Superintendent
DATE: May 16, 2011
SUBJECT: Chemical Bids

On May 3, 2011, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following the solicitation of bids from a total of 119 companies. After review of the bids submitted, I am recommending City Council approval of the following low bids:

Ferric Chloride	Award bid to Kemira Water Solutions, Inc at \$432.86 per ton
Sulfur Dioxide	Award bid to Alexander Chemical at \$975 per ton
Sodium Hydroxide	Award bid to Haviland Products Company at \$6,726 per 3,000 gallons
Sodium Hydroxide	Award bid to PVS Nolwood Chemicals at \$210.54 per 55 gallon drum
Sulfuric Acid	Award bid to Webb Chemical at \$4,345 per 2,500 gallons
Liquid Lime	Award bid to JS Buxton at \$81.10 per ton *
Muriatic Acid	Award bid to Haviland Products Company at \$40.70 per 148 Lb Drum

Polymer

As in the past, please award bids to all Polymer Suppliers. This gives us the flexibility of changing to a Different formula when the characteristics of our activated sludge change.

*There were no bids submitted for Liquid Lime this year. As this is an essential chemical for the stabilization of Biosolids, I contacted JS Buxton, to inquire why he did not submit a bid as they have been our supplier for many years. He stated it was simply an oversight. He agreed to send me a letter (attached) stating the cost of slurry lime for the next year would not change from last year's price.

These bids reflect an overall increase in the commodity cost compared to the bids received last year. Here is a comparison of the current bid prices with those of last year as well as my projected expenditures for the next budget year.

Chemical	10 -11 Price	11 -12 Bid Price	Budget Estimate FY 11 -12
Ferric Chloride	\$ 428 per Ton	\$ 432.86 per Ton	\$9,270
Sulfur Dioxide	\$ 950 per Ton	\$ 975 per Ton	\$20,600
Sodium Hydroxide	\$4,770 per load	\$6,726 per load	\$10,150
Sulfuric Acid	\$ 3.925 per load	\$ 4,345 per load	\$8,000
Liquid Lime	\$80.10 per Ton	\$ 80.10 per Ton	\$12,500
Polymer	\$1.28 per Lb.	\$1.44 per Lb.	\$12,360
Muriatic Acid	Not bid	\$40.70 per Drum	\$500

Total \$73,380

5/12/2011

TO: PURCHASING

THERE WILL NO PRICE CHANGE
FOR SLURRIED LIME THIS YEAR.

Stan Buxton

ATT. CRAIG SMITH

MEMORANDUM

TO: Kimberly Oostindie, Human Resources Supervisor
FROM: Michael Averill, Operations Supervisor, WTP
DATE: May 16, 2011
REF: Chemical Bid Acceptance

Bids were received and opened on May 3, 2011 for the 2011-2012 Water Treatment Plant Chemicals, 119 bids were sent to prospective bidders, we recommend bids be awarded as noted below.

We recommend bids be awarded to the following bidders:

Shannon Chemical Corporation for Tetra Potassium Pyrophosphate \$112.12 /50# bag

We wish to accept the following vendors for Power Activated Carbon. One being coal based and the other is wood based, with the new carbon feed facility on-line we can run full-plant trials on the wood based product.

Norit Americas Inc. for Coal Based Powdered Activated Carbon \$1,040.00/ton

Standard Purification for Wood Based Power Activated Carbon \$1,119.00/ton

We wish to accept the following vendors for Liquid Anionic Polymer and Liquid Cat-Ionic Polymers.

Ashland Hercules Water Technologies Inc. for Anionic Polymer \$481.62 / 55 gallons

Polydyne Inc. for Coagulant Cationic Polymer \$6,800.00 / 2000 gallons

Ashland Hercules Water Technologies Inc. for Sludge Polymer \$637.81 / 55 gallons

Polydyne Inc. for Sludge Polymer \$517.50 / 55gallons

Activated Carbon is used for treating raw water at 60 degrees or higher for taste and odor compounds. This product is feed seasonally and we budget for 40 tons at \$51,240.00

Tetra Potassium Pyrophosphate is used in conjunction with Sodium Hypochlorite for Zebra Mussel control of the Lake Intake and piping. When adding Sodium Hypochlorite to water you have a softening effecting which Phosphate is used to keep the calcium and magnesium in solution thereby eliminating the build up of minerals on the carrier pipe walls. Again this product is only used on a seasonal basis and we budget for 0.3 tons at \$1,770.00.

Anionic and Cationic polymer is used to facilitate the dewatering of our drinking water liquid sludge through the use of centrifuges. We budget for 12 tons at \$28,260.00.

Cat-Ionic Polymer is used in conjunction with Aluminum Sulfate to enhance the coagulation process thereby making the coagulation particles larger and heavier. We budget for 17 tons at \$12,475.00

All of the above products conform to NSF/ANSI 60 specifications for drinking water additives. Funds are budgeted in account 591-553.00-740.000 for these purchases.

Attachments: Tabulation Sheets

Cc: Bill Dooley, Director of Public Works
Jerry Caron, Superintendent
Laura Jackson

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Water Treatment and Clean Water Plant Chemicals

Opened By City Clerk On May 3, 2011 At 11:00 A.M.

All bid prices F.O.B. Water Treatment Plant or Clean Water Plant and firm for orders placed through June 30, 2012

Clean Water Plant Chemicals

Company	Liquid Slurried Lime	Aqueous Iron (Ferric Chloride)		Liquefied Sulfur Dioxide		Sodium Hydroxide		Sulfuric Acid	Potassium Permanganate	Muriatic Acid	Liquid Sodium Hypochlorite
	Per Ton Delivered	Per Ton Delivered	Alternate Per Ton Delivered	Per Ton Delivered	Cylinder Deposit Required (Yes or No)	Per 3,000 Gallons	Per 55 Gallon Drum Delivered (In quantities of 2 drums per order)	Per 2,500 Gallons Delivered	Per 110 lb. Drum Delivered	Per 148 lb. Drum Delivered	Per 2,000 Gallons Delivered
Alexander Chemical Corporation				\$975.00	\$750.00						\$2,500.00
K.A. Steel Chemicals *(700/PerTon Delivered)						\$6,876.00					\$2,700.00
Kemira Water Solutions, Inc.		\$432.86									
PVS Nolwood Chemicals *(bid per pound)						\$7,464.00	\$210.54	\$9,175.00	\$153.20		\$4,200.00
Webb Chemical Service Corporation		\$510.00						\$4,345.00		\$95.00	
PVS Technologies, Inc.		\$562.00									
Haviland Products Company						\$6,726.00				\$40.70	\$2,160.00

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Water Treatment and Clean Water Plant Chemicals

Opened By City Clerk On May 3, 2011 At 11:00 A.M.

All bid prices F.O.B. Water Treatment Plant or Clean Water Plant and firm for orders placed through June 30, 2012

Drinking Water Plant Chemicals

	Powered Activated Carbon	Polymer-Liquid Cat-Ionic Polymer	Polymer-Liquid Anionic Polymer	Polymer-Liquid Cat-Ionic Polymer	Tetra Potassium Pyrophosphate
Company	<i>Per Ton Delivered</i>	<i>Per Bulk Shipment of 2000 gallons Delivered</i>	<i>Per 55 Gallon Drum Delivered</i>	<i>Per 55 Gallon Drum Delivered</i>	<i>Per 50 lb. Bag Delivered</i>
Nalco		\$9,010.00	\$664.95		
Norit *(20 ton shipment)	*\$1040.00				
Shannon Chemical					\$112.12
Polydyne, Inc.		\$6,800.00	\$495.00	\$517.50	
Jacobi Carbons	\$1,258.00				
Hercules Incorporated		\$13,320.00	\$481.62	\$637.81	
Envirogreen	\$1,251.76				
Standard Purification	\$1,119.00				

CITY OF WYOMING, MICHIGAN

Tabulation of Bids

On Polymers

Opened By City Clerk On May 3, 2011 At 11:00 A.M.

All bid prices F.O.B. Water Treatment Plant or Clean Water Plant and firm for orders placed through June 30, 2012

Hexagon Technologies	Hexafloc WY-23, Cationic Flocculant		Hexafloc WY-175F, Cationic Flocculant		Hexafloc WY-189F, Cationic Flocculant					
	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>				
	\$ 1.44	440	\$ 1.42	450	\$ 1.42	450				
Hercules Incorporated	Praestol K275 FLX		Praestol K144L		Praestol 186K		Praestol A3010LTR		Praestol K110LTR	
	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>
	\$ 1.45	450	\$ 1.45	450	\$ 0.74		\$ 1.01		\$ 1.35	
Polydyne Inc.	Clarifloc CD-1079		Clarifloc CE-1080							
	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>	<i>Per lb.</i>	<i>Drum Size (lbs.)</i>						
	\$ 1.19	450	\$ 1.19	450						

Silver Line Bus Rapid Transit Project - Memorandum of Understanding

Recitals

1. The Silver Line BRT project (Project) is a first phase implementation of The Rapid's long range plan for its service area as detailed in the agency's Transit Master Plan (TMP). The 2030 TMP identifies comprehensive transit service improvements for its service area and beyond through: longer service hours, more frequent service, new transit modal choices (BRT, Streetcar, Hybrid Electric Buses), and extension of service beyond current Rapid service area.

2. The Project is a 9.6-mile, approximately \$40-million, improvement which will travel across several jurisdictions: the cities of Grand Rapids, Kentwood and Wyoming. The Project represents the first Federal New Starts/Small Starts project approved in Michigan.

3. The route connects commuters from the south with Saint Mary's Hospital, Grand Rapids Community College (GRCC), Medical Mile, the City of Grand Rapids, Kent County, Van Andel Arena, and federal government office buildings, DeVos Place, and the concentration of hotels, restaurants, banks, museums and businesses along and near Monroe, among other employment centers and trip generators.

4. Areas along the route that are underdeveloped or in need of revitalization.

5. Since the Project will directly impact residents of the three communities, it is imperative that a MOU be developed identifying the intentions of the parties: Interurban Transit Partnership (aka The Rapid), as the responsible agency, and the cities of Grand Rapids, Kentwood and Wyoming.

Purpose of Memorandum of Understanding (MOU)

The intent of the MOU is to describe, in concept, the roles and responsibilities of each entity in the implementation of the Project. This MOU is not and shall not be considered a binding agreement between the parties but, instead, solely reflects the parties' intentions in terms of intergovernmental cooperation with respect to development of the Project. It is anticipated that the parties' roles and responsibilities will be clarified and implemented by a binding inter-local agreement in the future.

MOU Elements

1. Zoning for transit oriented development:

Up to 18 BRT stations, each having two platforms (with the exception of the station at the end of the line at 60th street) are proposed to be located along the BRT corridor. Some of these stations will provide opportunities for creating Transit-Oriented Development (TOD) projects that will result in higher ridership and increased economic benefits. Since The Rapid does not have land use/zoning authority, the Cities will endeavor to implement zoning that allows the location of land uses consistent with transit usage within a ¼ to ½ mile radius of the BRT stations. The cities of Wyoming and Kentwood previously held a joint design charrette at 54th and 60th street station sites to receive public input for the beginning phases of planning for these opportunities and the types of housing, commercial space, amenities like parks and bike/walking trails, infrastructure, and other uses that would be desirable. The Rapid's role will be to ensure that the design of the BRT station is integrated with the nature of proposed zoning and land uses. The Rapid staff will work with the planning staff of each city to ensure that there is consistency in the types of uses allowed within proximity of the BRT stations along Division Avenue. The parties will work together to ensure that similar principles are adopted for TOD projects along the corridor. The Rapid's Transit Master Plan has a set of TOD guidelines that will be used in reviewing projects within a quarter-mile of the BRT stations. The Cities will endeavor to expedite reviews for development plans that meet approved TOD guidelines.

2. Traffic Signal Priority/System Communication

Traffic Signal Priority (TSP) is proposed for the corridor. TSP allows a BRT vehicle to interact with traffic signals for priority travel. As a BRT vehicle approaches an intersection, the light will hold on green a few seconds longer, or turn from red to green a few seconds sooner should the BRT vehicle be running late. Other drivers should not notice any significant difference in traffic patterns. The proposed system is automated in order to keep the BRT vehicle running in a timely manner. The Cities have already equipped most signals in the corridor with TSP transponders. The Rapid and consultants will work with the cities in ensuring the readiness of the traffic signals activation for the BRT system and be responsible for all costs associated with maintenance and oversight. Existing contracts and services will be evaluated and modified as appropriate to implement the BRT System.

3. Ordinance(s) and enforcement authority associated with off-board fare payment

To the extent permitted by law, The Rapid will seek the establishment of citations and fines for non-payment of fares on the BRT system. Eventually, The Rapid system

will allow the use of smart cards for fare payment. Initially, however, the system will implement an honor system of payment where riders will pay fares off-board and will be randomly checked on board by transit officers. The Rapid will work with partner communities to establish fines for offenders in the manner permitted by law to properly compensate the Rapid and to provide for receipt of court costs and fees to the appropriate courts. Currently, The Rapid's security service is being provided on a contractual basis by DK Security while the City of Grand Rapids Police Department provides support for Central Station. Existing contracts and services will be evaluated and modified as appropriate to meet the security needs of the BRT system.

4. Administration of Project Funding

The Project's cost is estimated to be approximately \$40 million, with 80% of the amount being Federal contributions while a 20% match has been committed to by the State of Michigan. The Rapid will be primarily responsible for the administration of the capital and operating funds for the Project. The cities of Grand Rapids, Kentwood and Wyoming will submit invoices to The Rapid regarding approved expenses related to the Project and will be reimbursed accordingly. The Rapid's roadway construction budget for the Project is limited to the 60-foot lane section immediately adjacent to the station platforms along the corridor. The Rapid will work with the Cities' to schedule and coordinate the Cities' schedules for road construction and/or resurfacing activities with the station area construction. The Rapid's budget does not include procuring, financing, construction and/or resurfacing of the entire corridor.

5. Construction Permits for BRT stations (in Wyoming, Kentwood and Grand Rapids)

No construction will be undertaken without The Rapid or its contractor(s) or agent(s) first obtaining any permits required by law.

6. Park & Ride Lots

Although park and ride lots are not included as part of the Project budget, the 54th Street station on Division Avenue, which straddles the Cities of Kentwood and Wyoming, has the most potential for locating a park and ride lot because of its proximity to Highway 131 and M-6 interchanges. The 54th Street design charrette held in late 2008 identified this station as the most likely location for park and ride facilities. It is one station shy of the end of the line (60th Street station). The Rapid and the Cities may work together to identify a specific site at the end of the line, possibly an existing retail park and ride lot, to be utilized as shared park and ride lot. As funds become available, each city in which a possible park and ride lot is located may with The Rapid to negotiate the use of the site with the property owner. Unless otherwise

agreed to in writing by the host community The Rapid will be responsible for the property appraisal and acquisition, and the design and improvement of the park and ride lot.

7. Utility Coordination (as appropriate for BRT stations)

Each of the 18 BRT stations is envisioned to be well-lit and provision will be examined for shelter advertisement as determined by local jurisdictions. The Rapid's architecture and engineering consultants designing the BRT stations and contractors erecting the stations will work closely with staff for the Cities to integrate the electrical, lighting and signage elements of the stations. The installation, operation and maintenance of signage, construction of stations and appurtenances, provision of electric service to stations, and installation of technological devices will be coordinated between the Cities and The Rapid. The construction and documentation of the station platforms will be coordinated with the installation of conduits, communication infrastructure, foundations for canopies, installation of signs and landscape, among other key installations.

8. Dedicated Lanes in Peak

A requirement of the FTA Very Small Starts process is that the high capacity transit service must run on a dedicated lane for at least 50% of the Project corridor during peak times. The Project is anticipated to run on dedicated lanes for at least 50% of the corridor. The proposed running way for the BRT vehicles is the curb-most travel lane. In most of the corridor along Division Avenue, the existing roadway has five lanes (two through lanes in each direction plus a center turn lane). Only a few small areas have on-street parking (mainly near Burton and Hall Streets). In the downtown area, the streets are typically two lanes with a turn lane at intersections. Some on-street parking is common along Jefferson, Barclay, Fountain, Lyon, Lafayette, and Grandville. These parking spaces will largely be retained and such decisions will be coordinated with the host community. In some areas (to be determined in the architecture and engineering phase), dedicated lanes are proposed during peak hours. The dedicated lanes would be indicated by pavement markings or signage. Right-turning vehicles, vehicles accessing business drives, bicycles and parking may use the dedicated lanes. The Cities and The Rapid will coordinate to approve the segments of the corridor proposed for dedicated travel lanes, and to establish uniform ordinances to enforce the use of dedicated lanes and penalize violations of use.

The Rapid acknowledges that the placement of BRT Stations could result in the need for relocation of City Utility Infrastructure. If this occurs that relocation expense will be borne by the Rapid.

9. BRT Coordinating Committees

The parties intend to establish two levels of coordinating committees:

A. A Technical Advisory Committee. This Committee will be responsible to review and approve designs along the corridor. This Technical Advisory Committee will be composed of planning and engineering staff of the parties together with The Rapid project team and consultants.

B. A BRT Administrative Committee. This Committee will be responsible to approve major policy decisions regarding the operations of the BRT along the corridor. This Committee will include the City Managers/Chief Administrative Official of each participating City and/or his designee, MDOT Director or designee, GVMC Executive Director or designee and the following Rapid staff: CEO, Director of Planning and Program Development, and Director of Operations. Respective consultants will be invited to the Administrative Committee as needed.

10. Public Outreach Coordination

Implementation of the BRT system will be coordinated with citizens of the different jurisdictions. The Rapid and consultants will make every effort to involve representatives from the communities affected by Project implementation. The Rapid and consultants will develop a schedule of public outreach efforts during the architectural and engineering phase as well as during the construction phases. The Rapid project team will meet with each community as needed to provide updates on the Project's progress and to answer questions.

CITY OF GRAND RAPIDS

By: _____

Its _____

CITY OF KENTWOOD

By: _____

Its _____

CITY OF WYOMING

By: _____

Its _____

INTERURBAN TRANSIT PARTNERSHIP

By: _____

Its _____

Figure 1: Silver Line BRT Corridor

