

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 18, 2010 AT 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Daniel VanderKlok, Resurrection Life Church.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the regular meeting of October 4, 2010 and work session of October 11, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
 - 7:01 p.m.: To Consider the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Wolverine Glass Products, Inc.
 - 7:02 p.m.: To Consider the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Michigan Turkey Producers.
 - 7:03 p.m.: To Consider the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Detail Technologies, LLC.
 - 7:04 p.m.: To Consider the Expansion of Plant Rehabilitation District No. 2.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. National Lights on AfterSchool Day, October 21, 2010.
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 1. Expense Report of Councilmember Ver Hulst for his attendance at the 112th Michigan Municipal League Annual Convention held on September 21-23, 2010.
 - b) From City Manager
- 13) Budget Amendments**

No. 21: To reclassify \$25,100 of budgetary authority to provide funding for Repairs of the Behan Foley Drain approved by City Council per Resolution No. 23700 on October 4, 2010.
- 14) Consent Agenda**

(All items under this section are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Council member and will be considered separately.)

- a) Of Appreciation to Mark Eriks for his Service as a Member of the Economic Development Corporation and Brownfield Redevelopment Authority for the City of Wyoming
- b) To Approve Traffic Control Order No. 3.05-10

15) Resolutions

- c) Of Appreciation to United States Representative Vernon J. Ehlers
- d) To Expand Plant Rehabilitation District No. 2
- e) To Approve an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Undercar Products Group, Inc. and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
- f) To Approve an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Wolverine Glass Products, Inc. and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
- g) To Approve an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Michigan Turkey Producers and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
- h) To Approve an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Detail Technologies, LLC and Authorizing the Mayor and City Clerk to Sign the IFT Agreement

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

- i) To Authorize the Transfer of Third Party Administration Services for Workers' Compensation
- j) To Authorize the Purchase of Two Vehicles (Budget Amendment No. 20)

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

**NATIONAL LIGHTS ON AFTERSCHOOL DAY
October 21, 2010**

WHEREAS, the City of Wyoming is committed to quality afterschool programs and opportunities because they; provide safe, challenging, engaging and fun learning experiences, support working families by ensuring their children are safe and productive after school; and

WHEREAS, the City of Wyoming, through its Parks and Recreation Department, has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality afterschool programs are key to helping our children to become successful adults; and

WHEREAS, the City of Wyoming Parks and Recreation Department's afterschool program, T.E.A.M. 21, serves approximately 600 students per day during the school year and provides educational support, fitness activities, leisure and enrichment opportunities which greatly increase the students personal, social and academic skills as well as their self-esteem; and

WHEREAS, Lights On Afterschool, a national celebration of afterschool programs on October 21, promotes the critical importance of quality afterschool programs in the lives of children, their families and their communities; and

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim October 21, 2010, as

LIGHTS ON AFTERSCHOOL DAY

in the City of Wyoming, I encourage our citizens to engage in innovative afterschool programs and activities that ensure the lights stay on, and the doors stay open for all children after school.

**JACK A. POLL, MAYOR
City of Wyoming, Michigan**

City of Wyoming Expense Report

Name Bill VerHulst

Date 9/27/2010

Date	Location	Hotel	Meals		Transportation Expenses			Other Expenses		Daily Total
			No. of Meals	Amount	Mileage	Mode	Amount	Item	Amount	
09/21/2010	112th MML	169.26			158		79.00	Regs	399.00	647.26
	Annual									
	Convention									
	Dearborn									
09/22/2010		169.26	1	28.54						197.80
09/23/2010					158		79.00			79.00
									\$924.06	

Account: 101-101-10100-860000

Total Expenses

\$924.06

CITY OF WYOMING BUDGET AMENDMENT

Date: October 18, 2010

Budget Amendment No. 021

To the Wyoming City Council:

A budget amendment is requested for the following reason: To reclassify \$25,100 of budgetary authority to provide funding for Repairs of the Behan Foley Drain approved by Council resolution number 23700 on October 4, 2010.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Capital Improvement Fund</u>				
Public Works - Capital Outlay - Storm Sewer Construction 2011 CP.Behan Foley Drain.Storm Sewer Const. 400-441-45200-972.452 2011CP.Behan Foley	\$0	\$25,100		\$25,100
Public Works - Capital Outlay - Major Street Construction 2011 CP.Resurfacing.Major Streets.Expense 101-441-50200-972.502 2011CP.Resurfacing	\$395,327		\$25,100	\$370,227
Fund Balance/Working Capital				

Recommended: _____
Finance Director

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MARK ERIKS FOR HIS SERVICE
AS A MEMBER OF THE ECONOMIC DEVELOPMENT CORPORATION AND
BROWNFIELD REDEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS, Mark Eriks was appointed to the Economic Development Corporation and Brownfield Redevelopment Authority on April 17, 2006, and

WHEREAS, Mark Eriks, as a member of the Economic Development Corporation and Brownfield Redevelopment Authority 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 Mark Eriks for his dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

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 18th day of October, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE
TRAFFIC CONTROL ORDER NO. 3.05-10

WHEREAS, Traffic Control Order No. 3.05-10 as set forth in exhibit attached hereto and made a part of this Resolution, has been proposed in the City of Wyoming, and

WHEREAS, it is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police, and adopted by the City of Wyoming, that said Traffic Control Order should be approved by the City Council as permanent; now, therefore,

BE IT RESOLVED that such final approval be and is hereby granted that the aforesaid Traffic Control Order No. 3.05-10 be made a permanent part of the Traffic Control Order Files of the City of Wyoming.

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 _____, 2010.

HEIDI A. ISAKSON
Wyoming City Clerk

Attachments

Resolution No. _____



MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Dan Burrill
AT-LARGE COUNCILMEMBER
Kent Vanderwood
1ST WARD COUNCILMEMBER
William A. VerHulst
2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

October 18, 2010

PERMANENT
TRAFFIC CONTROL ORDER NO. 3.05-10

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

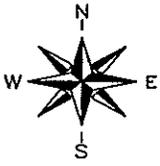
1. LOCATION:
Havana Avenue, both sides, from 50 feet north of 40th Street, north 100 feet
2. REGULATION:
No Parking from 7:30 AM to 4:00 PM on days that school is in session
3. SIGNS:
"No Parking, 7:30 AM – 4:00 PM, On School Days" with appropriate arrows
4. EFFECTIVE:
Immediately

Authority,


William D. Dooley, P.E.
Traffic Engineer

WDD:nll

cc: Police Dept



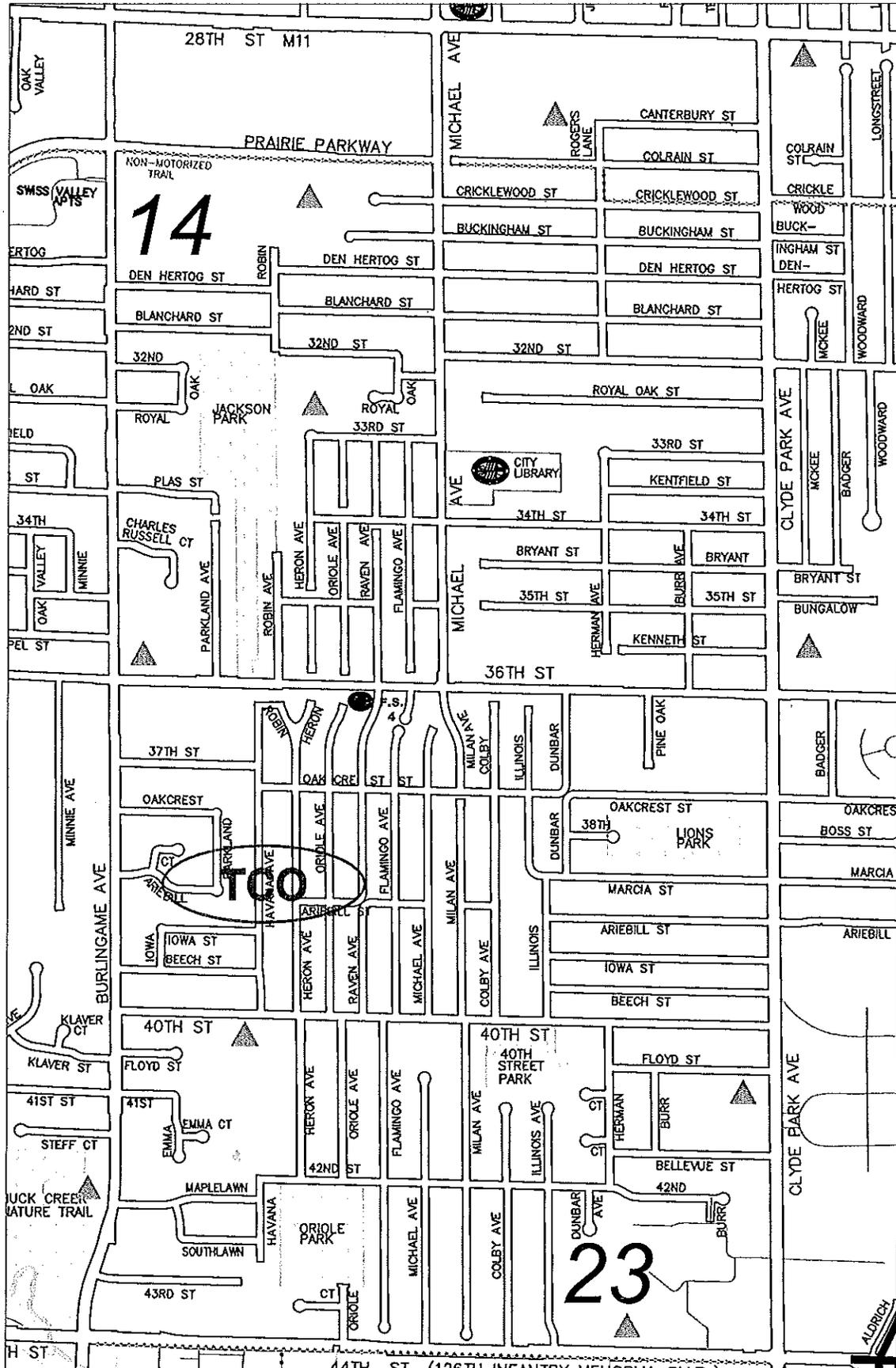
1600

1200

See Page 3

800

2800



3200

3600

4000

4400

3600

4000

4400

See Page 6

See Page 8

1600

1200

See Page 14

800

ALDRICH

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO
UNITED STATES REPRESENTATIVE VERNON J. EHLERS

WHEREAS, Vernon J. Ehlers was elected to Congress in 1993 as the representative of the 3rd Congressional District; and

WHEREAS, during his tenure, Congressman Ehlers has been a leader in efforts to improve education, protect the environment and invest in transportation infrastructure; and

WHEREAS, Vern Ehlers has served the residents of the City of Wyoming and West Michigan as a professor, County Commissioner, State Representative, State Senator and Congressman, with unflagging commitment, wisdom and humor; now, therefore,

BE IT RESOLVED, that, upon the occasion of his retirement from Congress, the City Council of the City of Wyoming wishes to express its deep appreciation and best wishes to Vernon J. Ehlers for his many years of service to Wyoming residents.

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 18th day of October, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO EXPAND PLANT REHABILITATION DISTRICT NO. 2

WHEREAS, pursuant to PA 198 of 1974, after a duly noticed public hearing held on September 20, 2010, the Wyoming City Council established Plant Rehabilitation District No. 2; and

WHEREAS, Franklin Eastern, LLC, has filed an application for an Industrial Facilities Exemption Certificate with respect to its new facility located within Plant Rehabilitation District No. 2; and

WHEREAS, along with its application, Franklin Eastern, LLC, has requested that Plant Rehabilitation District No. 2 be expanded to include parking and landscaping for its new facility; and

WHEREAS, a public hearing on whether to approve the expansion of Plant Rehabilitation District No. 2 was held on October 18, 2010, at 7:04 p.m., in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan at which the applicant, the Assessor, and all affected taxing units were given an opportunity to be heard on the application, and

WHEREAS, construction, acquisition or installation of the facility, its parking and landscaping, by Franklin Eastern, LLC, within Plant Rehabilitation District No. 2 had not commenced at the time of the filing of its request to expand the District; and

WHEREAS, the City Council deems it to be in the public interest of the City of Wyoming to expand Plant Rehabilitation District No. 2 as requested.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Wyoming expands Plant Rehabilitation District No. 2 to be legally described as follows:

Lots 1, 2, 15 and 16 of Potter Plat, and part of Lot 73, Kent Industrial Center No. 2 and that part of the E 1/2, Section 19, T6N, R11W, City of Kentwood and City of Wyoming, Kent County, Michigan, described as: BEGINNING at a point on the East line of Section 19 which is S02°55'30"E 1175.56 feet from the E 1/4 corner of Section 19; thence S02°55'30"E 809.87 feet along the East Section line of Section 19; thence S89°51'45"W 50.06 feet along the extended North line of 43rd Street (now vacated); thence S02°55'30"E 33.04 feet along the West line of Eastern Avenue; thence N89°51'45"E 17.02 feet to the NE corner of Lot 1, Potter Plat as originally platted; thence S02°55'30"E 200.00 feet to the SE corner of Lot 2 of Potter Plat; thence S89°51'45"W 868.82 feet along the South line of Lots 2 and 15 and its extension to the Easterly line of Kent Industrial Center No. 2; thence S89°50'40"W 13.04 feet to an angle point on the Easterly line of Lot 73 of Kent Industrial Center No. 2; hence S02°56'10"E 34.33 feet to the SE corner of said Lot 73; thence S89°50'40"W 115.80 feet along the South line of Lot 73; thence N06°00'W 376.61 feet to the North line of Lot 73; thence N89°55'E 130.70 feet to the NE corner of Lot 73; thence N06°00'W 675.40 feet along the Easterly line of Kent Industrial Center No. 2; thence N87°04'00"E 765.00 feet; thence S02°55'30"E 17.00 feet; thence N87°04'00"E 190.37 feet to the place of beginning.

2. The expanded district established by this resolution shall remain known as Plant Rehabilitation District No. 2.
3. 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 18th day of October, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

10/18/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FOR AN INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING
FOR UNDERCAR PRODUCTS GROUP, INC., AND AUTHORIZING
THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, Undercar Products Group, Inc. has submitted an application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended, for real property improvements with an estimated cost of \$5,749,113.00, and

WHEREAS, the building is located at 4247 and 4301 Eastern Avenue SE, Wyoming, Michigan and will be within Plant Rehabilitation District Number 2 established by Resolution Number 23681 adopted on September 20, 2010, and expanded by Resolution _____ adopted on October 18, 2010, and

WHEREAS, a public hearing on whether to approve the Certificate was held on October 4, 2010, at 7:02 p.m. in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan at which the applicant, the Assessor, and all affected taxing units were given an opportunity to be heard on the application, and

WHEREAS, completion of the project has the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Wyoming, and

WHEREAS, staff reviewed this application and recommended to the City Council that this application be approved, and

WHEREAS, the City Council has determined that the granting of this Certificate, when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operating of the City of Wyoming or impairing the financial soundness of any other taxing unit that levies an ad valorem property tax within the City of Wyoming; now therefore,

BE IT RESOLVED, that the City of Wyoming takes the following action:

The application by Undercar Products Group, Inc., for an Industrial Facilities Exemption Certificate for real property improvements having an estimated cost of \$5,749,113.00 for real property be approved for a period of twelve (12) years, and

BE IT FURTHER RESOLVED that the City Council of the City of Wyoming does hereby approve the IFT Agreement as amended and authorizes the Mayor and City Clerk to sign the IFT Agreement as amended as part of the documentation required to process applications for an Industrial Facilities Exemption Certificate.

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 18th day of October, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: September 20, 2010

Subject: Undercar Products Group, Inc.

The City has received a letter from Undercar Products Group, Inc., requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 4247 and 4301 Eastern Avenue SE
Wyoming, MI 49548

Personal Property: \$ 0.00
Real Property: \$5,749,113.00

Estimated Jobs: 25 new jobs
140 jobs retained

Starting date of the project: October 2010

Undercar Products Group, Inc. is a new company in the City of Wyoming. Undercar produces blow molded products and injection molding for the automotive industry and has exceeded capacity at its current location at 900 Hynes Avenue SW in Grand Rapids. This planned renovation and expansion will allow the company to maintain current employment levels, add 25 new employees and increase production capacity. As a point of interest, the completion of this project will include raising the building roof from the existing 16 feet to 32 feet.

Staff is recommending a twelve year IFT be granted to Undercar Products Group, Inc. based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	15.753
Quantity of Jobs	12.500
Retention of Jobs	35.000
Quality of Jobs	2.300
Citizenship	5.720
Diversification	0.000
Business Life	0.000
Redevelopment	30.000
Total points	<u>101.27</u>

It is estimated the City's percentage of the IFT would become 12.88%. The estimated first year tax savings for Undercar Products Group, Inc., which is located in the Godwin Public School District, is \$85,354.00.

10/18/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING FOR WOLVERINE GLASS PRODUCTS, INC. AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, Wolverine Glass Products, Inc. has submitted an application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended, for new machinery and equipment with an estimated cost of \$700,000.00 for personal property and \$400,000.00 for real property, and

WHEREAS, the new machinery and equipment will be located at 5801 Clay Avenue SW, Wyoming, Michigan and will be within Industrial Development District Number 244 established by Resolution Number 19427 adopted on December 20, 1999, and

WHEREAS, a public hearing on whether to approve the Certificate was held on October 18, 2010, at 7:01 p.m., in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan at which the applicant, the Assessor, and all affected taxing units were given an opportunity to be heard on the application, and

WHEREAS, completion of the project has the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Wyoming, and

WHEREAS, staff reviewed this application and recommended to the City Council that this application be approved, and

WHEREAS, the City Council has determined that the granting of this Certificate, when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operating of the City of Wyoming or impairing the financial soundness of any other taxing unit that levies an ad valorem property tax within the City of Wyoming; now therefore,

BE IT RESOLVED, that the City of Wyoming takes the following action:

The application by Wolverine Glass Products, Inc., for an Industrial Facilities Exemption Certificate for new machinery and equipment having an estimated cost of \$700,000.00 for personal property and \$400,000.00 for real property be approved for a period of twelve (12) years, and

BE IT FURTHER RESOLVED that the City Council of the City of Wyoming does hereby approve the IFT Agreement as amended and authorizes the Mayor and City Clerk to sign the IFT Agreement as amended as part of the documentation required to process applications for an Industrial Facilities Exemption Certificate.

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 18th day of October, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: September 27, 2010

Subject: Wolverine Glass Products, Inc.

The City has received a letter from Wolverine Glass Products, Inc. requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 5801 Clay Avenue SW
Wyoming, MI 49548

Personal Property: \$700,000.00
Real Property: \$400,000.00

Estimated Jobs: 5 new jobs
24 jobs retained

Starting date of the project: October 2010

Wolverine Glass Products, Inc. is a new company in the City of Wyoming. Wolverine Glass is a glass fabrication company that currently operates at a facility in the City of Grandville; however, the company has exceeded the capacity of this site. The planned investment for the property at 5801 Clay Avenue will allow the company to increase output and expand the types of products and services it provides.

Staff is recommending a twelve year IFT be granted to Wolverine Glass Products, Inc. based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	8.408
Quantity of Jobs	2.500
Retention of Jobs	6.000
Quality of Jobs	2.200
Citizenship	1.430
Diversification	0.000
Business Life	0.250
Redevelopment	30.000
Total points	<u>50.790</u>

It is estimated the City's percentage of the IFT would become 12.45%. The estimated first year tax savings for Wolverine Glass Products, Inc., which is located in the Wyoming Public School District, is \$16,916.96.

10/18/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FOR AN INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING
FOR MICHIGAN TURKEY PRODUCERS AND AUTHORIZING THE
MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, Michigan Turkey Producers has submitted an application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended, for new machinery and equipment with an estimated cost of \$2,600,000.00 for personal property and \$1,000,000.00 for real property, and

WHEREAS, the new machinery and equipment will be located at 1100 Hall Street SW, Wyoming, Michigan and will be within Industrial Development District Number 273 established by Resolution Number 21784 adopted on June 6, 2005, and

WHEREAS, a public hearing on whether to approve the Certificate was held on October 18, 2010, at 7:02 p.m., in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan at which the applicant, the Assessor, and all affected taxing units were given an opportunity to be heard on the application, and

WHEREAS, completion of the project has the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Wyoming, and

WHEREAS, staff reviewed this application and recommended to the City Council that this application be approved, and

WHEREAS, the City Council has determined that the granting of this Certificate, when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operating of the City of Wyoming or impairing the financial soundness of any other taxing unit that levies an ad valorem property tax within the City of Wyoming; now therefore,

BE IT RESOLVED, that the City of Wyoming takes the following action:

The application by Michigan Turkey Producers, for an Industrial Facilities Exemption Certificate for new machinery and equipment having an estimated cost of \$2,600,000.00 for personal property and \$1,000,000.00 for real property be approved for a period of twelve (12) years, and

BE IT FURTHER RESOLVED that the City Council of the City of Wyoming does hereby approve the IFT Agreement as amended and authorizes the Mayor and City Clerk to sign the IFT Agreement as amended as part of the documentation required to process applications for an Industrial Facilities Exemption Certificate.

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 18th day of October, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: October 4, 2010

Subject: Michigan Turkey Producers

The City has received a letter from Michigan Turkey Producers, requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 1100 Hall Street SW
Wyoming, MI 49503

Personal Property: \$2,600,000.00
Real Property: \$1,000,000.00

Estimated Jobs: 35 new jobs
0 jobs retained

Starting date of the project: September 2010

Michigan Turkey Producers (MTP) has been operating in the City of Wyoming for ten years. MTP is looking to expand its cooked turkey products and intends to do so by expanding operations into a vacant portion of their existing facility on Hall Street. This planned expansion will allow the company to increase production capacity from 28,000,000 pounds per year to 44,000,000 pounds per year, with an additional 35 positions.

Staff is recommending a twelve year IFT be granted to MTP based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	9.372
Quantity of Jobs	17.500
Retention of Jobs	0.000
Quality of Jobs	1.029
Citizenship	8.580
Diversification	0.000
Business Life	2.500
Redevelopment	30.000
Total points	<u>68.980</u>

It is estimated the City's percentage of the IFT would become 12.59%. The estimated first year tax savings for MTP, which is located in the Wyoming Public School District, is \$55,364.58.

10/18/10
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN APPLICATION FOR AN INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING
FOR DETAIL TECHNOLOGIES, LLC AND AUTHORIZING THE
MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS, Detail Technologies, LLC has submitted an application for an Industrial Facilities Exemption Certificate pursuant to the provisions of Act 198, Public Acts of 1974, as amended, for new machinery and equipment with an estimated cost of \$1,560,000.00 for personal property and \$33,500.00 for real property, and

WHEREAS, the new machinery and equipment will be located at 5900 Cross Roads Commerce Parkway, SW, Wyoming, Michigan and will be within Industrial Development District Number 253 established by Resolution Number 19774 adopted on August 7, 2000, and

WHEREAS, a public hearing on whether to approve the Certificate was held on October 18, 2010, at 7:03 p.m., in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan at which the applicant, the Assessor, and all affected taxing units were given an opportunity to be heard on the application, and

WHEREAS, completion of the project has the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Wyoming, and

WHEREAS, staff reviewed this application and recommended to the City Council that this application be approved, and

WHEREAS, the City Council has determined that the granting of this Certificate, when considered together with the aggregate amount of Industrial Facilities Exemption Certificates previously granted and currently in force, shall not have the effect of substantially impeding the operating of the City of Wyoming or impairing the financial soundness of any other taxing unit that levies an ad valorem property tax within the City of Wyoming; now therefore,

BE IT RESOLVED, that the City of Wyoming takes the following action:

The application by Detail Technologies, LLC, for an Industrial Facilities Exemption Certificate for new machinery and equipment having an estimated cost of \$1,560,000.00 for personal property and \$33,500.00 for real property be approved for a period of twelve (12) years, and

BE IT FURTHER RESOLVED that the City Council of the City of Wyoming does hereby approve the IFT Agreement as amended and authorizes the Mayor and City Clerk to sign the IFT Agreement as amended as part of the documentation required to process applications for an Industrial Facilities Exemption Certificate.

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 18th day of October, 2010.

Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

MEMORANDUM

To: Wyoming City Council
Curtis L. Holt, City Manager

From: Barbara VanDuren, Deputy City Manager

Date: September 20, 2010

Subject: Detail Technologies, LLC

The City has received a letter from Detail Technologies, LLC, requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application for the project, which is summarized below:

Address of project: 5900 Cross Roads Commerce Pkwy SW
Wyoming, MI 49519

Personal Property: \$1,560,000.00
Real Property: \$ 33,500.00

Estimated Jobs: 4 new jobs
35 jobs retained

Starting date of the project: November 2010

Detail Technologies, LLC has been operating in the City of Wyoming for ten years and specializes in close tolerance machining for the aerospace, medical office furniture and automotive industries. Detail Technologies supplies these industries with various products and services, including plastic injection molds, fixtures, CNC machining, prototyping and reverse engineering. This planned expansion will allow the company to maintain current employment levels, add 4 new employees and increase production capacity.

Staff is recommending a twelve year IFT be granted to Detail Technologies based on the City of Wyoming's Economic Development Policy. The calculation of the years of the IFT is summarized as follows:

Scoring Factors	Points
Firm Commitment	15.686
Quantity of Jobs	2.000
Retention of Jobs	8.750
Quality of Jobs	3.900
Citizenship	10.010
Diversification	0.000
Business Life	2.500
Redevelopment	0.000
Total points	<u>42.850</u>

It is estimated the City's percentage of the IFT would become 12.74%. The estimated first year tax savings for Detail Technologies, which is located in the Wyoming Public School District, is \$24,509.59.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE TRANSFER OF THIRD PARTY
ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION

WHEREAS, on June 21, 2010 City Council adopted Resolution number 23617 accepting a proposal from Accident Fund Insurance Company of America (AFC) for administration of the workers' compensation program and excess liability coverage, and

WHEREAS, as detailed in the attached memorandum, AFC has sold their third party administration (TPA) services to FDI Group, and

WHEREAS, CompOne Administrators, an FDI Group Company will assume responsibility of TPA services for existing AFC clients, and

WHEREAS, FDI Group/CompOne Administrators will honor the current Service Agreement and pricing the City has with AFC, and

WHEREAS, AFC will continue to provide excess liability coverage for the City of Wyoming, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the transfer of third party administration services for workers' compensation from AFC to CompOne, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize the City Manager or his designee to execute the Consent to Assignment and Release Agreement, the Self-Insurer's Claims Transfer Agreement and the Application for Certification of a Carrier's Professional Health Care Review Program.

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 _____, 2010.

Heidi Isakson
Wyoming City Clerk

Attachments: Memorandum
Agreements

MEMORANDUM Human Resources
City of Wyoming

TO: Curtis Holt, City Manager

Cc: James Kohmescher, Director of Administrative Services
Tim Smith, Finance Director

FROM: Kimberly Oostindie, Human Resources Supervisor 

DATE: September 30, 2010

RE: Accident Fund Renewal

In June of 2010, Jim Kohmescher, the Director of Administrative Services presented information to you and City Council regarding the renewal information from Accident Fund Insurance Company of America (AFC) for administration of the City's workers' compensation program and excess liability insurance coverage. At that time, he also advised City Council that we recently received notice that Accident Fund was in negotiations to sell their third party administration services to FDI Group.

We received notice this week from CompOne Administrators (an FDI Group Company) that the transition of the AFC book of business to CompOne Administrators has been progressing and that CompOne Administrators will become the City's acting TPA effective October 1, 2010. The current service agreement with AFC will be transferred to the FDI Group/CompOne Administrators, without any changes in terms. AFC will continue to provide the City with excess liability coverage.

Attached is the Consent to Assignment and Release Agreement. The State of Michigan also requires the attached Self-Insurer's Claims Transfer Agreement and the Application for Certification of a Carrier's Professional Health Care Review Program.

CONSENT TO ASSIGNMENT AND RELEASE AGREEMENT

This Consent to Assignment and Release Agreement (this "Agreement") is made and entered into effective as of _____, 20__ and among Accident Fund Insurance Company of America, an insurance company organized and existing under the laws of the State of Michigan (the "Assignor"), CompOne Administrators, Inc., a Michigan corporation (the "Assignee"), City of Wyoming a self-insured employer (the "Client").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated October 1, 2010, (the "Asset Purchase Agreement") by and between Assignor and Assignee, and that certain Assignment and Assumption Agreement between Assignor and Assignee dated October 1, 2010 (the "Assignment and Assumption Agreement"), Assignor assigned, sold, transferred and set over to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the TPA Agreement (as hereinafter defined) and all of Assignor's burdens, obligations and liabilities in connection with such TPA Agreement (collectively, the "Assignment"). The "TPA Agreement" means certain service agreements by and between Assignor and Client covering claims handling from 10/16/1984, through 07/01/2012,"and attached hereto as Exhibit A.

Now therefore, the parties hereto agree and acknowledge as follows:

AGREEMENT:

1. **Consent to Assignment.** Client hereby acknowledges and consents to the Assignment and hereby acknowledges and agrees that as of October 1, 2010 (the "Assumption Date"), Assignee has assumed and agreed to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor under the TPA Agreement to be observed, performed, paid or discharged from and after the Closing, thereby replacing Assignor as Client's counterparty to TPA Agreement.
2. **Release.** Client agrees to release and discharge Assignor and its shareholders, officer, directors, employees and agent (both past and present), affiliates, successors and assigns (collectively, the "Released Entities") from all claims and demands whatsoever, whether known or unknown, which Client may have or thereafter have or claim to have against the Released Entities by reason of any act or matter arising and/or accruing in connection with the TPA Agreement after the Assumption Date.
3. **Representations and Warranties.** (a) Assignee represents and warrants to Client and Assignor, as of the Assumption Date as follows:
 - (i) it is duly formed, validly existing and in good standing under the laws of the State of Michigan, with all power and authority necessary to carry on its business as now conducted and to execute, deliver and perform this Agreement and the other documents and instruments executed between or among Assignor, Assignee and Client, in connection with this Agreement, including but not limited to, the Claim Transfer Agreement (the "Operative Documents");
 - (ii) all necessary organizational action has been taken by it to authorize the execution, delivery and performance of this Agreement and the Operative Documents to which it is a party and this Agreement has been duly executed and delivered by it;

(iii) the authorization, execution, delivery and performance of this Agreement and the Operative Documents to which it is a party will not result in any breach or default under any other document, instrument or agreement to which it is a party or by which it is subject or bound nor violate any applicable law, statute, regulation, ordinance, code, rule or order;

(iv) this Agreement, the Operative Documents and the TPA Agreement to which it is a party constitute the legal, valid and binding obligations of such entity, enforceable against such entity in accordance with their respective terms; and

(v) no consent, license, permit, approval or authorization of any person, entity or governmental authority, required in connection with its execution, delivery or performance of this Agreement and the Operative Documents to which it is a party and the consummation of the transaction contemplated hereby.

(b) Client represents and warrants to Assignor and Assignee, as of the Assumption Date as follows:

(i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, with all power and authority necessary to carry on its business as now conducted and to execute, deliver and perform this Agreement and the Operative Documents to which it is a party;

(ii) all necessary organizational action has been taken by it to authorize the execution, delivery and performance of this Agreement and the Operative Documents to which it is a party and this Agreement has been duly executed and delivered by it;

(iii) the authorization, execution, delivery and performance of this Agreement and the Operative Documents to which it is a party will not result in any breach of or default under any other document, instrument or agreement to which it is a party or by which it is subject or bound nor violate any applicable law, statute, regulation, ordinance, code, rule or order;

(iv) the TPA Agreement is in full force and effect and, except as disclosed in writing by Company to Assignor and Assignee, no event of default now exists thereunder;

(v) this Agreement and the Operative Documents to which it is a party constitute the legal, valid and binding obligations of such entity, enforceable against such entity in accordance with their respective terms; and

(vi) no consent, license, permit, approval or authorization of any person, entity or governmental authority is required in connection with its execution, delivery or performance of this Agreement and the Operative Documents to which it is a party.

All representations and warranties of Assignee and Client made in this Agreement and the Operative Documents shall survive the execution and delivery of this Agreement and the Operative Documents.

5. **Notices.** From and after the date of this Agreement, all notices, demands, and other communications under the TPA Agreement to be delivered to Assignee shall be sent to the Assignee in the manner provided in the TPA Agreement at the following address:

CompOne Administrators, Inc.
39500 High Point Blvd., Suite 400
Novi, Michigan 48735
Attn: Mark Churella, President

6. **Further Assurances.** The parties hereto agree to execute all other documentation and take such other action reasonably required by any of the parties to this Agreement to carry out the intentions expressed in this Agreement.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

8. **Successor and Assigns.** Subject to the terms and conditions of this Agreement, this Agreement shall be binding upon the parties hereto, their successors and assigns.

9. **Costs and Expenses.** Each party hereto shall bear its own costs and expenses incurred in connection with this Agreement, including, without limitation, the attorneys' fees.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to its conflicts of laws principles.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above

ASSIGNEE:
CompOne Administrators, Inc.

ASSIGNOR:
**Accident Fund Insurance Company
of America**

By: _____
Mark Churella, President

By: _____
Michael Britt, President

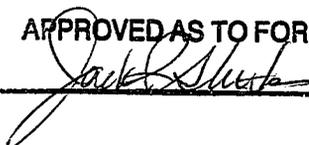
CLIENT:
City of Wyoming

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:



SELF-INSURER'S CLAIMS TRANSFER AGREEMENT

It is agreed between City of Wyoming, Accident Fund Insurance Company of America, and by CompOne Administrators, Inc., on behalf of City of Wyoming for the self-insured period of 10/16/1984, through 07/01/2012, shall be transferred to CompOne Administrators, Inc.

Starting with the date of transfer of the claim file, CompOne Administrators, Inc. will assume all further responsibility for the proper handling of these files, including reporting to and advising the specific and aggregate excess insurance carrier(s), in accordance with the excess insurance contracts in force for the respective self-insured periods. In addition to the files being transferred, CompOne Administrators, Inc., agrees to handle all future claims, pursuant to Rule 13m, reported or re-opened for the self-insured period listed above.

It is also agreed that all responsibility of Accident Fund Insurance Company of America, for the future handling of claims incurred in the above-mentioned self-insured period, will terminate effective the date of transfer of claims to CompOne Administrators, Inc.. However, CompOne Administrators, Inc., will not be responsible for any actions taken by Accident Fund Insurance Company of America, while it was the servicing company of record for City of Wyoming.

It is also understood that representatives signing this document have full authority to act on behalf of their respective organizations and to enter into this agreement and fulfill its responsibilities and obligations provided, herein.

City of Wyoming

CompOne Administrators, Inc.

By: _____

By: _____

Its:

Its: Executive Vice-President

Date Signed: _____

Date Signed: _____

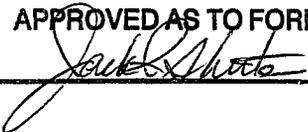
Accident Fund Insurance Company of America

By: _____

Its: Director TPA

Date Signed: _____

APPROVED AS TO FORM:



IF THE OLD SERVICE COMPANY WISHES TO BE RELIEVED FROM FUTURE HANDLING OF CLAIMS TO CONCLUSION, THE OLD SERVICE COMPANY MUST REQUEST A RELEASE FROM THIS RESPONSIBILITY BY LETTER WITH A COPY OF THIS AGREEMENT ATTACHED.

(Revised 01/97)

WORKERS' COMPENSATION AGENCY

R408.43m-EFFECTIVE MARCH 1, 2007

R 408.43m Servicing self-insured employers or groups; application; requirements; noncompliance.

Rule 13m. (1) An individual, partnership, limited liability company, or corporation that desires to engage in the business of providing 1 or more services for an individual self-insurer or a self-insurers' group shall apply to the bureau before entering into a contract with the individual or group self-insurer and shall satisfy the bureau that it has adequate facilities and competent staff with Michigan workers' compensation adjusting experience within the state to service a self-insured program in a manner that fulfills the employers' obligations under the act and the rules of the bureau. Workers' compensation claims of Michigan individual or group self-insured employers shall be handled within the state of Michigan by its staff, except that the director, at his or her discretion, may permit an approved service company to handle the claims of a Michigan individual self-insurer outside of this state upon specific written request by the individual self-insurer and the service company. The request for permission shall set forth documentation sufficient to the agency that claims will be handled pursuant to Michigan law, administrative rules, and agency policy. The director will respond to the request in writing, giving the reasons for denial, or if approved, the conditions of approval. The approval may be withdrawn by the director at any time based upon the failure of the service company and/or employer to comply with the conditions of the approval. Service may include claims adjusting, loss control services, underwriting, and the capacity to provide required reporting. Any individual, partnership, limited liability company, or corporation that provides claims adjusting or loss control services to an approved self-insured employer, where the self-insured employer has designated within its own organization an individual to be responsible to the bureau for its claims program or loss control services, or both, shall not be considered a service company for purposes of this rule.

(2) An applicant shall apply to the bureau for approval to act as a servicing company for self-insured employers or group funds on a form prescribed by the bureau. The application shall contain answers to all questions. An applicant shall give the answers under oath. The bureau shall approve the application prior to the service company entering into a contract with an approved self-insurer. Approval to act as a service company for self-insurers is granted for a period of 1 year and is subject to renewal annually.

(3) If a service company seeks approval to service claims for self-insurers, then it shall submit proof that it has, within its organization at least 1 person who has the knowledge and Michigan workers' compensation adjusting experience necessary to handle claims involving the act. The service company shall attach a resume covering the principal person's background to the application of the service company. The principal individuals adjusting workers' compensation claims shall hold a current workers' disability compensation adjuster's license under chapter 12 of 1955 PA 218, MCL §500.1201.

(4) If a service company seeks approval to provide underwriting service to self-insurers, then it shall submit proof that it has, within its organization or under contract on a full-time basis, at least 1 person who has the knowledge and experience necessary to provide underwriting services for workers' compensation excess liability insurance coverage. The service company shall attach a resume detailing the principal person's background to the application of the service company.

(5) If a service company seeks approval to furnish loss control services to self-insurers, then it shall submit proof that it has, within its organization or under contract on a full-time basis, at least 1 person who has the knowledge and background necessary to adequately provide loss control and health services.

(6) A service company shall maintain adequate staff in the state. The service company shall authorize staff to act for the service company on all matters covered by the act and the rules of the bureau.

(7) A service company shall attach to the application a copy of its standard service agreement that it will enter into with self-insured employers or group funds. The service company shall certify, in writing, that the service agreement is in compliance with the act and these rules. The service company shall certify, and include a provision in its standard service contract which states, that the contract provides for the handling of all claims with dates of injury or disease within the contract until conclusion of the claims, unless the service company is relieved by the bureau, in writing, of the responsibility for handling claims. If the service contract calls for additional fees for any reason, then the service company shall clearly define the additional fees in the contract. For a service company to be relieved of the responsibility of handling claims to conclusion, the client, the previous service company, and the new service company shall sign a claims transfer agreement. The claims transfer agreement shall be completed on a form prescribed by the bureau and shall include a written request made by the previous service company to be relieved of its claims handling responsibilities to the bureau. A requesting company is relieved of its claims handling responsibility only after receiving a written response from the bureau approving a request. The service company shall certify that it will report to the specific excess insurance carrier or aggregate excess insurance carrier, or both, and put the specific excess insurance carrier or aggregate excess insurance carrier, or both, on notice of all claims as required by the self-insurers' or group self-insurers' insurance policies. The standard service contract filed with the bureau for approval and renewal of the service company authority shall include language specifically stating that the service company is responsible for reporting to the excess insurance carrier. The bureau may waive the reporting requirement upon written request to the bureau. Any dispute involving late reporting of excess liability insurance claims and potential penalties shall be reported to the bureau immediately.

(8) A service company shall certify, and provide for in all service contracts, that all documents generated or prepared by the service company for the group or the individual self-insurer or any materials relating to an individual or group self-insurer held by a service company are the property of the individual or group self-insurer and shall be surrendered to the individual or group self-insurer within 10 days of termination of the service contract, subject to written request by the individual or group self-insurer.

(9) Failure to comply with the provisions of the act constitutes good cause for withdrawal of the approval to act as a service company for self-insurers. The bureau shall give 30 days' notice of withdrawal. The bureau shall give the notice by certified or registered mail, upon all interested parties.

**APPLICATION FOR CERTIFICATION OF A CARRIER'S
PROFESSIONAL HEALTH CARE REVIEW PROGRAM**

Michigan Department of Energy, Labor & Economic Growth

Workers' Compensation Agency

Health Care Services Division

PO Box 30016, Lansing, Michigan 48909

Date of Application October 1, 2010	Initial	
Note: A new application must be submitted whenever there is a change in carrier, service company, or review company.		

This form is required in accordance with Part 12, R 41 8.101206 of the Workers' Compensation Health Care Services Rules to receive certification of a carrier's professional review program.

I. CARRIER

Carrier	Service Company	Review Company
NAIC No., Self-Insured No., or FEIN	Agency Assigned Number	Employer Identification
38-6006933-99900341	B01	382889661
Name	Name	Name
City of Wyoming	CompOne Administrators, Inc.	ManageAbility, Inc.
Address (Street)	Address (Street)	Address (Street)
PO Box 905	39500 High Pointe Blvd., #400	39500 High Pointe Blvd., #400
City, State, Zip Code	City, State, Zip Code	City, State, Zip Code
Wyoming, MI, 49509-0905	Novi, MI 48375	Novi, MI 48375
Telephone No. (Include area code)	Telephone No. (Include area code)	Telephone No. (Include area code)
(616) 530-7240	248-348-8200	248-348-8200
Contact Person and Email Address	Contact Person and Email Address	Contact Person and Email Address
	Mary Sloan, msloan@compone.net	Jean Campbell, jcampbell@manageability.com

II. METHODOLOGY/REVIEW STAFF AND CREDENTIALS

Attach methodology, according to the workers' comp agency procedure, used to perform a carrier's professional review. R 418.101 204(5)(a)-(c) requires that medical appropriateness of services shall be determined through one of the following approaches:

- 1) Review by licensed, registered, or certified health care professionals.
- 2) The application by others of criteria developed by licensed, registered, or certified health care professionals.
- 3) A combination of (1) and (2) according to the type of covered injury or illness.

records and medical bills for the above carrier. Provide current licensure information (license #, state of issue, date of expiration and restrictions) and qualifications for medical bill review. In addition, include a list of all peer reviewers with current license information and specialty.

*When a service company submits applications for numerous self-insured employers, and the methodology is identical, it is not necessary to submit the professional review methodology more than once. The Workers' Compensation Agency will maintain on file, the review methodology for each service company.

**Methodology for professional certification must be submitted once every three years or whenever changes occur.

III. AUTHORIZED SIGNATURE

By signing this form, I certify that the information included on this form is correct and complete to the best of my knowledge and that the professional review methodology is attached or has already been submitted by the service company and/or their designated agent. I understand that submitting false information is cause for denial of the application or will subject me to penalties as provided by law.

Authorized Signature (In Ink)	Authorized Name and Email Address (Typed)	Date

DELEG is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
WC-590 (Rev. 6/09)

APPROVED AS TO FORM:


232 S. Capitol Avenue
P. O. Box 40790
Lansing, MI 48901-7990
517 342 4200
www.accidentfund.com



SERVICE AGREEMENT

In consideration of the mutual covenants herein contained, Accident Fund Insurance Company of America, hereinafter referred to as "Accident Fund", does contract and agree with City of Wyoming, hereinafter referred to as the "Employer", as follows:

Section 1 - Term of Agreement

The period of this Agreement shall be continuous, effective as of 12:01 a.m., July 1, 2010 to July 1, 2012, or until canceled, as provided in Section 8.

The services to be performed by the Accident Fund under this Agreement are as follows:

1. As third party administrator, act as advisor and representative of the Employer in all matters pertaining to any and all obligations and requirements of the Employer as imposed by the Workers' Disability Compensation Act of the State of Michigan.
2. Compile and file notices, reports, and forms required by the Workers' Disability Compensation Act upon receipt of the first report of injury from the Employer.
3. Conduct such investigations as the Accident Fund and the Employer deem necessary to determine the obligation the Employer may have under the Workers' Disability Compensation Act. Negotiate the settlement of and/or effect the compromise of any claims or suits arising out of such obligation, with prior approval from the Employer.
4. Make payments due, from an Employer-provided loss fund, on all claims utilizing a payment system mutually acceptable to the Employer and the Accident Fund.
5. Perform general administration of all other details pertaining to the Employer's obligations to its employees under the Michigan Workers' Disability Compensation Act of the State of Michigan.
6. Assist the Employer in preparing for and will attend all scheduled hearings before the Bureau of Workers' & Unemployment Compensation.
7. Arrange for and provide the defense of any claims, suits, or other proceedings arising out of, or claimed to arise out of, such obligations. Legal fees, costs, expert witness fees, outside investigator fees, and other allocated loss expenses shall be funded from the Employer-provided loss fund by Employer.
8. Provide standard monthly reports detailing the status of all reported claims. The report will provide summary information for each claim, including the name of claimant, description of injury, date of injury, amount paid to date, current status, and the outstanding liability existing at the time of each report. An "ad hoc" reporting system is also available. Depending on the complexity of the report and the availability of the data, there may be a nominal programming charge involved on some requests.

9. Price provides service for up to 12 months after expiration date of contract. Claim handling services are for the "life of partnership". Our annual service fee provides claim handling through 12 months following the last policy expiration date. Each policy renewal extends claims handling services for all consecutive policies in force. Should our partnership end, we provide 12 months of additional claim handling. Following the 12 month extension, we would negotiate services through resolution of all claims or agree to a transfer to an acceptable TPA or carrier.

Notwithstanding Employers obligation to pay claim servicing fees, Accident Fund shall handle all claims with dates of injury or disease within the Agreement until conclusion of the claims, unless relieved by the Michigan Workers' Compensation Agency, in writing, of the responsibility for handling claims.

10. Accident Fund to do 1099's for all payments made to medical providers.
11. Continue with all normal reporting and provide on-line file access to the Employer until all claims covered by the term of this agreement have been resolved and closed. Should there be any system changes that affect file access, the Accident Fund will provide programming support to maintain on-line access at the Employer's expense.

Section 2 - Payment/Service Fee

Service and minimum fees shall be determined for each annual period as defined in Section 1 and shall be effective on any anniversary date of the Agreement's original effective date.

The Service Fee payable by this Employer to the Accident Fund in consideration of the services described above shall be:

The annual workers' compensation fee is based on a percentage of manual premium and subject to annual payroll audits.

	Workers' Comp. Administration Fee	Rate Per % of Manual Premium	Health Care Rules Administration	Medicare Reporting Annual Fee	Safety Services Days
2010-2011	\$24,025.00	2.322%	Included	Included	None
2011-2012	\$24,025.00	2.322%	Included	Included	None

The service fee will be billed on a quarterly basis.

Section 3 - Claim Reporting and Handling

A. Funding

The Employer will make funds available to the Accident Fund for claim payments and for allocated loss expense in advance of any payment. The Accident Fund will not be responsible for any payments unless these funds are provided in advance. The funds will be provided as follows:

The employer will establish a loss fund of a mutually agreed upon amount with the Accident Fund. Additional deposits to the loss fund will be requested as needed and will be supported by a detail register of payments made.

The Accident Fund will have the right to deposit and commingle in standard banking accounts all monies which are provided and retain any interest earned thereon.

B. Handling

The Employer agrees to report all claims to the Accident Fund which fall under the definition of claim included with this Agreement.

Control of day-to-day work and office procedures rests with the Accident Fund. The Accident Fund will control and direct the manner and means by which its work is to be performed subject to the limitations stated in Section 3(C) SETTLEMENT AUTHORITY; which provides for prior approvals and special handling.

The Accident Fund agrees to maintain a complete claim file on each reported claim, which will be available for inspection with reasonable notice. All closed indemnity files will be retained by the Accident Fund for 3 years after closure. All other claim files will be retained for 2 years after closure. Claim files will be made available to the employer, upon request at no charge.

The Accident Fund will advise the Employer's Excess Coverage Carrier of any claim against the employer, as required, assuming any penalties imposed as a result of the Accident Fund's late reporting.

C. Settlement Authority

The Employer hereby limits the Accident Fund claim settlement authority as described below:

- Advance notification of denial or disputes
- Prior approval of all settlements
- Prior approval of all attorney assignments
- Prior approval of any single payment in excess of \$5,000.00

Section 4 - Compliance with Law

Both the Accident Fund and Employer will comply with all federal, state, and local laws, ordinances, rules, and regulations particularly applicable to workers' compensation activities and obligations under this Agreement.

Section 5 - Non-Solicitation of Employees

Both parties agree not to solicit the services of or employ (without prior written consent) any employee of the other party who participates while this Agreement continues and for a period of six (6) months thereafter.

Section 6 - Indemnification

The Employer agrees it will indemnify and hold harmless the Accident Fund against all losses, actions, proceedings, claims, demands, costs, damages, and expenses to which the Accident Fund may be subjected by any person, firm, and company whomsoever as a consequence of the Employer's negligence, gross negligence or willful misconduct in the performance of its obligations under this Agreement. This obligation survives the term of this Agreement.

The Employer shall hold the Accident Fund free of all liability for any penalties, fees, fines, costs, and/or any other charges which are imposed due to delinquent medical payments caused by the Employer's delay in forwarding bills to the Accident Fund for payment.

The Accident Fund agrees it will indemnify and hold harmless the Employer against all losses, actions, proceedings, claims, demands, costs, damages and expenses to which the Employer may be subjected by any person, firm and company whomsoever as a consequence of the Accident Fund's negligence, gross negligence or willful misconduct in the performance of its obligations under this Agreement. This obligation survives the term of this Agreement.

Section 7 - Confidentiality/Nondisclosure

The Accident Fund and the Employer agree that they shall restrict the use or disclosure of all nonpublic personal and proprietary information, written or oral, including electronic data, concerning their respective companies and customers obtained in connection with the performance of the responsibilities specified in this Agreement. Both parties shall comply with all laws and regulations pertaining to the confidentiality of financial, medical, and other information. Both parties will put forth their best efforts to prevent the unauthorized disclosure, use or duplication of such information by third parties, except as required by law and/or necessary for each party to perform their respective obligations under the terms of this Agreement. Any disclosure made otherwise shall be deemed unauthorized unless prior written consent of the affected party is obtained.

Section 8 - Cancellation of this Agreement

This Agreement may be canceled by either party giving to the other party sixty (60) days written notice setting forth the reason for the Cancellation and the date upon which Cancellation is to be effective. In the event of Cancellation, the Employer must pay the Accident Fund the balance of any monies owing to the Accident Fund through the effective date of the Cancellation within fifteen (15) days of the effective date of the Cancellation.

Section 9 - Modifications

This contract represents the entire agreement between the parties and may be modified only in writing. Accident Fund reserves the right to modify fees if it is determined that the historical data upon which Accident Fund fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in the Employer's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

Section 10 - Definitions

DEFINITIONS - SERVICE AGREEMENT

- A. ALLOCATED LOSS EXPENSE means any cost or expense incurred as a result of exercising our right to engage the service of firms or persons outside our organization for work in connection with the investigation, adjustment, settlement, or defense of a particular claim with prior approval of the Employer. Allocated loss expense includes, but is not limited to, subrogation; rehabilitation; automobile appraisal; all court costs, fees, and expenses; fees for services of processes; fees to attorneys; the cost of services of undercover operations and detectives; fees of independent adjusters or attorneys for investigation or adjustment of claims in areas removed from reasonable access to our salaried employees; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, chemical or physical analyses, or giving expert advise or opinion; the cost of copies of transcripts of testimony at coroner's inquests or criminal or civil proceedings; the cost of obtaining copies of any public records; and the costs of depositions and court reporter or recorded statements. Allocated loss expense is not included in either the minimum contract fee nor the claims service fees. Allocated loss expense is not subject to the settlement authority limit. Penalties assessed for the late reporting of a claim are not included in allocated loss expense nor in the service fee.
- B. CANCELLATION means the revocation of this contact prior to the end of the contract period stated in Section 1.
- C. CLAIM(S) means each monetary demand against the Employer based upon damage(s) resulting from bodily injury to a covered worker if the demand:
1. Is based on or arises out of an occurrence which takes place during the term of this agreement or, in the event of cancellation, is based on or arises out of an occurrence which takes place during the term of this agreement and prior to the effective date of such cancellation.

- D. SERVICE FEES means the amount owing to the Accident Fund as set forth in Section 2. Service fees do not include allocated loss expenses or claim payments.
- E. LOSS FUND means the money which the Employer has made available to the Accident Fund for use in paying allocated loss expense and claim payments on the Employer's behalf.
- F. MINIMUM SERVICE CONTRACT FEE means the minimum amount which the Employer must pay to the Accident Fund for services rendered. This fee is set forth in Section 2.

Section 11

ADDITIONAL SERVICES

1. MEDICAL COST SAVINGS

Through the use of a Preferred Provider Network, the Employer agrees to pay the Accident Fund 22% of the savings that are derived by using the Preferred Provider Network, after application of the Michigan Health Care Services Rules and Michigan Workers' Compensation Fee Schedule.

For use of the Pharmacy Program, Accident Fund will apply a dispensing fee per prescription to each claim. Employer agrees to pay Accident Fund 22% of savings derived from the ingredient costs of prescriptions filled.

2. LOSS PREVENTION SERVICES

Loss Prevention services are available at the rate of \$1,000.00 per day. The Employer will request Loss Prevention services as needed and said services will be billed quarterly.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the respective dates hereunder indicated.

WITNESS:

Leanne Johnson

6/22/10
(Date)

BY:

Jack A. Poll
Jack A. Poll, Mayor
Heidi A. Isakson
Heidi A. Isakson, City Clerk
6/21/10
(Date)

WITNESS:

Michael R. Wood
Accident Fund Insurance Company of America
5/25/10
(Date)

BY:

Michael K. Britt
Michael K. Britt, President
Accident Fund Insurance Company of America
5/25/10
(Date)

APPROVED AS TO FORM:

Jack A. Poll

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO VEHICLES

WHEREAS, as detailed in the attached memorandum from the City's Police Captain, the City is currently leasing a 2008 Dodge Avenger and 2008 Dodge Caravan that are used for investigative purposes, and

WHEREAS, the leases for the two vehicles are expiring and the Police Department recommends purchasing the vehicles, and

WHEREAS, the purchase of the vehicles will require the approval of the attached budget amendment, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of the vehicles from Chrysler Financial Services Americas LLC at a total cost of \$18,649.00, as detailed in the attached memorandum and approves the attached budget amendment, and

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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 _____, 2010.

Heidi Isakson
Wyoming City Clerk

Attachments: Budget Amendment
Memorandum

Resolution No. _____

Interdepartmental Correspondence



TO: Kim Oostindie, Human Resources' Supervisor
FROM: Capt. Brad Schutter
DATE: October 12, 2010
SUBJECT: DB Unit / Purchase Request – Two leased vehicles

Please begin the process and necessary paperwork to purchase two of our lease vehicles from Chrysler Financial Services Americas LLC, as follows:

2008 Dodge Avenger VIN #1B3LC46K38N664779

Currently leased from Daimler Chrysler at \$279.33/mo, as per Resolution #22594 dated 06/18/07
Purchase price will be \$10,602.90.

2008 Dodge Caravan VIN #1D4GP45R17B161693

Currently leased from Daimler Chrysler at \$246.64/mo, as per Resolution #22594 dated 06/18/07
Purchase price will be \$8,046.10.

These vehicles will be used for investigative purposes and will supplement our Detective Bureau fleet. Funding is available for this expenditure in account # 101-305-31500-985049. A budget amendment is attached, requesting the transfer of funds from our drug forfeiture account.

Please advise if additional information is required to continue processing this request.

CITY OF WYOMING BUDGET AMENDMENT

Date: October 18, 2010

Budget Amendment No. 020

To the Wyoming City Council:

A budget amendment is requested for the following reason: To reclassify \$18,650 of budgetary authority to provide funding for the purchase of two vehicles for the Detective Bureau fleet to be used for investigative purposes per attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Police - Patrol - Capital Outlay - Vehicles 101-305-31500-985.049	\$0	\$18,650		\$18,650
Transfer In - Drug Law Enforcement Fund 101-699.265	\$0	\$18,650		\$18,650
<u>Drug Law Enforcement Fund</u>				
Police - Transfers - Transfer to General Fund 256-305-99900-999.101	\$0	\$18,650		\$18,650
Fund Balance/Working Capital (Fund 256)			\$	18,650

Recommended: _____
Finance Director

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2010-2011 be amended by adoption of the foregoing budget amendment.

Motion carried: _____ yeas, _____ nays

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

City Clerk