AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 3, 2011 AT 7:00 P.M.

1) **Call to Order**
2) **Invocation**
   Pastor Tim Gilleo, Resurrection Life Church.
3) **Pledge of Allegiance**
4) **Roll Call**
5) **Student Recognition**
6) **Approval of Minutes**
   From the regular meeting of September 19, 2011.
7) **Approval of Agenda**
8) **Public Hearings**
   7:01: To Consider the Establishment of an Industrial Development District in the City of Wyoming for Grand Rapids Plastics, Inc.
   7:02: To Consider the Establishment of an Industrial Development District in the City of Wyoming for Reliance Finishing Co.
9) **Public Comment on Agenda Items** (3 minute limit per person)
10) **Presentations and Proclamations**
    a) Presentations
       1. American Institute of Architects – Grand Valley Honor Award for the Turn on 28th Street Master Plan Project, presented by Tim Cochran, City Planner.
       2. Grand Rapids Community College Update, presented by Dr. Steven Ender, President.
    b) Proclamations
11) **Petitions and Communications**
    a) Petitions
    b) Communications
12) **Reports from City Officers**
    a) From City Council
    b) From City Manager
13) **Budget Amendments**
14) **Consent Agenda**
    a) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Grand Rapids Plastics, Inc. (October 17, 2011 at 7:01 p.m.)
    b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Reliance Finishing Co. (October 17, 2011 at 7:02 p.m.)
    c) To Approve an Amendment to an Industrial Facilities Exemption Certificate issued to Undercar Products Group, Inc.
    d) To Appoint Adrian Lamar as a Member of the Wyoming Parks and Recreation Commission Representing the Wyoming Public School District

15) Resolutions

e) Establishing Industrial Development District No. 287, Pursuant to Act 198, Public Acts of 1974, as Amended for Grand Rapids Plastic, Inc.

f) Establishing Industrial Development District No. 288, Pursuant to Act 198, Public Acts of 1974, as Amended for Reliance Finishing Co.

g) To Authorize a Contribution to the Michigan Municipal League's Legal Defense Fund for Obtaining Intervenor Status with the Michigan Public Service Commission Regarding Case No. U-16794 (Budget Amendment No. 18)

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

h) To Authorize the Mayor and City Clerk to Execute an Agreement with the ICMA Center for Public Safety Management for a Comprehensive Analysis of Police, Fire and Emergency Services and to Authorize the Mayor to Execute a Memorandum of Understanding with the Cities of Grand Rapids and Kentwood (Budget Amendment No. 19)

i) To Approve and Adopt the 2011 First Amendment to the 2006 Wastewater Disposal Agreement between the City of Wyoming and the Township of Byron and the Charter Township of Gaines

j) To Authorize the Mayor and City Clerk to Execute Contracts with the Wyoming and Godfrey-Lee School Districts for School Resource Officers

k) To Authorize the Upgrade of Maintenance Software and to Authorize the Mayor and City Clerk to Execute the Support Agreement

l) To Authorize Acceptance of Proposals for Improvements to the Police Communications Systems (Budget Amendment No. 17)

m) For Award of Bid for Leaf Vacuum & Curb Nozzle

17) Ordinances

10-11: To Amend Article XIX of Chapter 90 of the Code of the City of Wyoming Entitled "Off-Street Parking, Loading, Access and Circulation Requirements" (FINAL READING)

11-11: To Provide for the Issuance and Sale of Water Supply System Revenue Refunding Bonds of Equal Standing with Certain Outstanding Water Supply System Revenue Bonds, to Pay the Cost of Refunding Certain of the City's Water Supply System Revenue Bonds and to Prescribe the Form of the Refunding Bonds; to Provide for the Collection of Revenues from the System Sufficient for the Purpose of Paying the Costs of Operation and Maintenance of the System and to Pay the Principal of and Interest on the Refunding Bonds and Outstanding Bonds of the System; to Provide an Adequate Reserve Fund for the Refunding Bonds and Outstanding Bonds of the System; to Provide for the Segregation and Distribution of the Revenues; to Provide for the Rights of the Holders of the Refunding Bonds and Outstanding Bonds of the System in Enforcement thereof; and to Provide for other matters relating to the System and the Refunding Bonds and Outstanding Bonds of the System. (FINAL READING)

12-11: To Provide for the Issuance and Sale of Sewage Disposal System Revenue Refunding Bonds of Equal Standing with Certain Outstanding Sewage Disposal System Revenue Bonds, to Pay the Cost of Refunding Certain of the City's Sewage Disposal System Revenue Bonds and to Prescribe the Form of the Refunding Bonds; to Provide for the Collection of Revenues from the System Sufficient for the Purpose of Paying the Costs of Operation and Maintenance of the System and to Pay the Principal of and Interest on the Refunding Bonds and Outstanding Bonds of the System; to Provide an Adequate Reserve Fund for the Refunding Bonds and Outstanding Bonds of the System; to Provide for the Segregation and Distribution of the Revenues; to Provide for the Rights of the Holders of the Refunding Bonds and Outstanding Bonds of the System in Enforcement thereof; and to Provide for other matters relating to the System and the Refunding Bonds and Outstanding Bonds of the System. (FINAL READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

NEDERVELD

September 20, 2011

Mr. Tim Cochran
City of Wyoming
Downtown Development Authority
1155 28th St. SW
Grand Rapids, MI 49509

Dear Tim,

Congratulations on receiving the AIAGV Honor Award for the Regional and Urban Design category for the Turn on 28th Street Master Plan project. We are extremely privileged to be apart of this project with you. Your leadership on this visionary strategy guiding a team of urban designers and planners is what set this project apart.

Thank you for allowing us to be involved. Unfortunately, I will not be able to attend the awards ceremony this Saturday, September 24 to congratulate you in person. Again, congratulations on the AIAGV Honor Award and I wish you all the best on this superb night.

Sincerely,

Greg Raad
Chief Executive Officer

217 Grandville Ave. SW, Suite 302 • Grand Rapids, MI 49503 • P. 616.575.5190 • F. 616.575.6644
Ann Arbor • Chicago • Columbus • Grand Rapids • Holland
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10/03/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION FOR EXEMPTION OF NEW PERSONAL PROPERTY IN THE CITY OF WYOMING FOR GRAND RAPIDS PLASTICS, INC.

WHEREAS, the City established Industrial Development District Number 287, established by Resolution Number _____ on October 3, 2011, for 3910 Roger B. Chaffee SW, Wyoming, Michigan, and

WHEREAS, Grand Rapids Plastics, Inc., filed an application for exemption of New Personal Property under Act 328 for machinery and equipment having an estimated cost of $616,000.00 for personal property to be located at 3910 Roger B. Chaffee SW, Wyoming, Michigan, and

WHEREAS, Act 328 requires the City to hold a public hearing on the approval of this application; now therefore,

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

1. A public hearing on whether to approve the application by Grand Rapids Plastics, Inc., for Exemption of New Personal Property shall be held at 7:01 p.m. on October 17, 2011, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.

2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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 3rd day of October, 2011.

_____
Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

10/03/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IN THE CITY OF WYOMING FOR RELIANCE FINISHING CO.

WHEREAS, the City established Industrial Development District Number 288, under Act 198, Public Acts of 1974, as amended by adopting Resolution Number _____ on October 3, 2011, and

WHEREAS, Reliance Finishing Co., filed an application for an Industrial Facilities Exemption Certificate under Act 198 for real property having an estimated cost of $785,000.00 and personal property having an estimated cost of $1,402,500.00, to be located at 1236, 1238 and 1240 Judd SW, Wyoming, Michigan, and

WHEREAS, Act 198 requires the City to hold a public hearing on the approval of this application; now therefore,

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

1. A public hearing on whether to approve the application by Reliance Finishing Co., for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on October 17, 2011, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.

2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

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 3rd day of October, 2011.

_____
Heidi A. Isakson
Wyoming City Clerk

10/03/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN AMENDMENT TO AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE ISSUED TO UNDERCAR PRODUCTS GROUP, INC.

WHEREAS, in accordance with Public Act 198 (1974 PA 198, as amended, MCL 207.554 *et seq.*), Industrial Facilities Exemption Certificate No 2010-333 ("Certificate No 2010-333") was issued to Undercar Products Group, Inc. ("Undercar"), to facilitate the rehabilitation of its building at 4247 Eastern Avenue, SE, Wyoming, MI 49548; and

WHEREAS, Certificate No 2010-333 was issued in the amount of $5,749,113, took effect December 31, 2010, and was approved for a period of twelve (12) years; and

WHEREAS, Undercar has completed its rehabilitation project and the final costs total $6,723,036.90, thus exceeding the amount provided for under Certificate No 2010-333 by 16.9%; and

WHEREAS, Undercar requested that the City Council review and approve the increased final project costs so that an amended Industrial Facilities Exemption Certificate may be issued by the Department of Treasury State Tax Commission ; and

WHEREAS, prior to acting on the request, the City Council held a public hearing on October 4, 2010, at 7:02 p.m. at the Wyoming City Hall, 1155 28th Street SW, Wyoming, Michigan, 49509, at which hearing the applicant, the City Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to comment, and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

WHEREAS, it is hereby found and determined by the City of Wyoming that the granting of Undercar's amendment request under Certificate No. 2010-333 is reasonable and proper.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds and determines that the granting of the amended Industrial Facilities Exemption Certificate No 2010-333 considered together with the aggregate amount of certificates previously granted and currently in force under Act 198, as amended, and PA 225 of 1978, as amended, shall not have the effect of substantially impending the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The City Council approves the increased final project costs submitted by Undercar Products Group, Inc., totaling $6,723,036.90, such costs exceeding the amount provided for under Industrial Facilities Exemption Certificate No 2010-333 by 16.9%.

3. Amended Industrial Facilities Exemption Certificate No 2010-333, when reissued by the Department of Treasury State Tax Commission, shall remain in force until December 31, 2022, subject to the terms and conditions of the Property Tax Exemption Agreement previously executed by the City and Undercar.
4. The City Clerk is authorized and directed to file a copy of this Resolution, along with Undercar's amended application and revised project cost and improvement list, with the Department of Treasury State Tax Commission.
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 3rd day of October, 2011.

_____
Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

10/03/11
Clerk/IJ

RESOLUTION NO._____

RESOLUTION TO APPOINT ADRIAN LAMAR AS A MEMBER OF THE WYOMING PARKS AND RECREATION COMMISSION REPRESENTING THE WYOMING PUBLIC SCHOOL DISTRICT

WHEREAS, there is a vacancy in the position of Wyoming Public School District Representative on the Wyoming Parks and Recreation Commission, and

WHEREAS, the Wyoming Public School District has recommended that Adrian Lamar be appointed to the Wyoming Parks and Recreation Commission as a representative of the district, and,

WHEREAS, it is the desire of the City Council that Adrian Lamar be appointed to fill that term on the Parks and Recreation Commission, now, therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan, does hereby appoint Adrian Lamar as a member of the Parks and Recreation Commission for the City of Wyoming for the unexpired 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 3rd day of October, 2011.

_____
Heidi A. Isakson
Wyoming City Clerk

Manager/KV
10/03/11

RESOLUTION NO. _____

RESOLUTION ESTABLISHING INDUSTRIAL DEVELOPMENT
DISTRICT NUMBER 287 PURSUANT TO ACT 198, PUBLIC ACTS OF 1974,
AS AMENDED FOR GRAND RAPIDS PLASTICS, INC.

WHEREAS, the City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended, and

WHEREAS, Grand Rapids Plastics, Inc., has requested that the City establish an Industrial Development District for its property located at 3910 Roger B. Chaffee Blvd. SE, Wyoming, Michigan and legally described on the attachment, and

WHEREAS, staff reviewed the request and found that the project to be located within the district will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming, and

WHEREAS, staff has recommended that the City Council establish this district, and

WHEREAS, a public hearing was held on October 3, 2011 at 7:01 p.m. at which time the property owners of real property within the proposed district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard, and

WHEREAS, the City Council believes it is in the public interest of the City of Wyoming to establish the district, now therefore,

BE IT RESOLVED, that the Wyoming City Council establishes Industrial Development District Number Two Hundred Eighty-Seven (287) in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real and personal property at 3910 Roger B. Chaffee Blvd. SE, Wyoming, Michigan and legally described on the attachment.

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 3rd day of October, 2011.

_____
HEIDI A. ISAKSON
Wyoming City Clerk

Attachment – Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 3910 Roger B. Chaffee SW, Wyoming, MI 49548

Tax Parcel No.: 41-18-18-204-012

Legal Description:

PART OF LOT 80 COM AT SW COR SD LOT TH N 6D 00M W 250 FT ALONG W LINE SD LOT TH N 89D 55M E 597.19 FT PAR S LINE SD LOT TH S 6D 00M E 28.35 FT TH S 89D 55M 20S E 65.35 FT TH S 6D 00M E 221.65 FT TO SE COR SD LOT TH S 89D 55M W 662.54 FT ALONG S LINE SD LOT TO BEG. KENT INDUSTRIAL CENTER #2

Manager/KV
10/03/11

RESOLUTION NO. _____

RESOLUTION ESTABLISHING INDUSTRIAL DEVELOPMENT
DISTRICT NUMBER 288 PURSUANT TO ACT 198, PUBLIC ACTS OF 1974,
AS AMENDED FOR RELIANCE FINISHING CO.

WHEREAS, the City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended, and

WHEREAS, Reliance Finishing Co., has requested that the City establish an Industrial Development District for its property located at 1236 and 1238 Judd SW, Wyoming, Michigan and legally described on the attachment, and

WHEREAS, staff reviewed the request and found that the project to be located within the district will promote the economic health of the community by encouraging private capital investment and creating new employment opportunities in the City of Wyoming, and

WHEREAS, staff has recommended that the City Council establish this district, and

WHEREAS, a public hearing was held on October 3, 2011 at 7:02 p.m. at which time the property owners of real property within the proposed district and all residents and taxpayers of the City of Wyoming were afforded the opportunity to be heard, and

WHEREAS, the City Council believes it is in the public interest of the City of Wyoming to establish the district, now therefore,

BE IT RESOLVED, that the Wyoming City Council establishes Industrial Development District Number Two Hundred Eighty-Eight (288) in the City of Wyoming, Kent County, Michigan, under the provisions of Act 198 of the Public Acts of 1974 as amended, for real and personal property at 1236 and 1238 Judd SW, Wyoming, Michigan and legally described on the attachment.

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 3rd day of October, 2011.

_____
HEIDI A. ISAKSON
Wyoming City Clerk

Attachment – Legal Description

Resolution No. _____

EXHIBIT A

Legal Description

Address: 1236 Judd Avenue SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-02-126-015

Legal Description:

Y31M: PART NW 1/4 COM AT N 1/4 COR TH S 3D 12M E ALONG N&S 1/4 LINE 723.8 FT TO SE COR OF N 20 A. OF E 62.83 A. OF NW 1/4 TH S 88D 59M W ALONG S LINE OF SD 20 A. 782.84 FT TH N 3D 12M W 233.15 FT TO BEG OF THIS DESC - TH N 3D 12M W 215.17 FT TH S 86D 58M W 336.25 FT TO E LINE OF JUDD AVE /66 FT WIDE/ TH SELY ALONG E LINE OF JUDD AVE 200.25 FT ON A 1107.7 FT RAD CURVE TO RT /LONG CHORD BEARS S 8D 35M 20S E 199.98 FT/ TO A LINE BEARING S 89D 52M 30S W FROM BEG TH N 89D 52M 30S E 317.71 FT TO BEG SEC 2 T6N R12W 1.55 A

Address: 1238 Judd Avenue SW, Wyoming, MI 49509

Tax Parcel No.: 41-17-02-126-016

Legal Description:

Y31L: PART NW 1/4 COM AT N 1/4 COR TH S 3D 12M E ALONG N&S 1/4 LINE 723.8 FT TO SE COR OF N 20 A. OF E 62.83 A. OF NW 1/4 TH S 88D 59M W ALONG S LINE OF SD 20 A. 782.84 FT TH N 3D 12M W 139.0 FT TO BEG OF THIS DESC - TH N 3D 12M W 94.15 FT TH S 89D 52M 30S W 317.71 FT TO E LINE OF JUDD AVE TH SLY ALONG E LINE OF JUDD AVE 85.25 FT ON A 1107.7 FT RAD CURVE TO RT /LONG CHORD BEARS S 1D 00M W 2.65 FT ALONG E LINE OF JUDD AVE TO A LINE BEARING N 89D 01M 40S W FROM BEG TH S 89D 01M 40S E 321.26 FT TO BEG SEC 2 T6N R12W 0.67 A.

10/3/11
Public Works/WDD/kh

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE A CONTRIBUTION TO THE MICHIGAN MUNICIPAL LEAGUE'S LEGAL DEFENSE FUND FOR OBTAINING INTERVENOR STATUS WITH THE MICHIGAN PUBLIC SERVICE COMMISSION REGARDING CASE NO. U-16794

WHEREAS, the City of Wyoming owns and operates the Donald K. Shine Drinking Water Treatment Plant located at 16700 New Holland Street, Holland, Michigan, 49424, and the Clean Water Plant located at 2350 Ivanrest Avenue SW, Wyoming, Michigan, 49418, and

WHEREAS, both facilities use a substantial amount of electricity for treatment and pumping of water and wastewater, respectively, and

WHEREAS, these two facilities have a combined electrical power purchasing budget in excess of $3,700,000 for the current fiscal year; and

WHEREAS, Consumers Energy, on June 10, 2011, filed with the Michigan Public Service Commission (MPSC) Case No. U-16794, seeking significant revision to its electrical rate structure which will result in a 5% to 9% increase in electrical-related operating expense to the City of Wyoming, and

WHEREAS, the City of Grand Rapids, the Michigan Municipal League (MML), the Michigan Townships Association (MTA), and other cities in the West Michigan area have expressed a willingness to participate in an effort to intervene in the MPSC Rate Case through the MML's Legal Defense Fund; now, therefore,

BE IT RESOLVED that the Wyoming City Council does hereby authorize a contribution to this effort in the amount not to exceed $35,000 to be apportioned as follows and approves of the attached budget amendment:

Sewer Fund	590-590-54300-810.000	$14,000
Water Fund	591-591-55300-801.000	$21,000

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 3rd day of October, 2011.

_____
HEIDI A. ISAKSON
Wyoming City Clerk

Attachments
Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: October 3, 2011 Budget Amendment No. 018

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate $35,000 of budgetary authority to provide funding for Intervention in the Michigan PSC Rate Case No. U-16794 (Consumers Energy) per attached resolution.

Description/Account Code	Current	Increase	Decrease	Amended
Sewer Fund				
Wastewater Utility - Treatment - Professional Services				
590-590-54300-801.000	$17,000	$14,000		$31,000
Fund Balance/Working Capital (Fund 590)			$ 14,000	
Water Fund				
Water Utility - Pumping and Treatment - Professional Services				
591-591-55300-801.000	$26,000	$21,000		$47,000
Fund Balance/Working Capital (Fund 591)			$ 21,000	

Recommended: _____ _____

Finance Director City Manager

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

Motion carried: _____ yeas, _____ nays

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

_____

City Clerk

MEMORANDUM

DATE: September 27, 2011

TO: Curtis L. Holt, City Manager

FROM: William D. Dooley, Director of Public Works

SUBJECT: Participation in MPSC Rate Case No. U-16794

On June 10, 2011, Consumers Energy filed yet another rate case seeking to increase revenues by $195 million beginning on December 10, 2011. On average, this would mean approximately a 5% rate increase for Wyoming's utility plant operations, but during high demand periods, this could result in more than a 9% increase. This year the utility plant operations will spend over $3.7 million on electricity.

Generally, Consumers Energy submits a rate request to the Michigan Public Service Commission (MPSC) for the purpose of proposing rates that generate sufficient revenues for their operations. Since 2007, when a change was made in PA 295, Consumers Energy has been allowed to self-implement proposed rate increases after 180 days from the date of the filing if the MPSC has not issued an order either preventing or delaying the case. This change in procedure has created an incentive for Consumers to seek rate increases regularly and to propose initial rate increases that over-collect required revenues.

Since 2007, Wyoming has joined together with the Michigan Municipal League (MML), the Michigan Townships Association (MTA) and 80+ other municipalities to form a coalition of interveners to challenge the rate increases submitted by Consumers Energy. Essentially, the process involves challenging the assertions and premises offered by Consumers Energy in the justifications of their increases. This process of intervening requires the assistance of specialized legal counsel and, typically involves contracting with a rate expert to review and evaluate the extensive information submitted by Consumers Energy.

Since initial participation in 2007, Wyoming has spent over $100,000 on intervention but the process has prevented the over-collection of over $900,000. All coalition members are currently being asked by the MML to help fund another rate challenge that is expected to cost $100,000. Using the cost sharing plan based upon annual KW usage, Wyoming's share is a not-to-exceed expense of $35,000.

The goals of the coalition's intervention are to: (1) contain utility rate increases, (2) pursue a longer term strategy to lower municipal utility rates in the future, (3) continue efforts to salvage the municipal pumping credit which is being phased out, (4) propose a separate rate class for all municipal operations, and (5) secure true cost of service data regarding municipal rates.

Once again, we believe this is a necessary intervention that will result in greater savings than the investment of $35,000 and additionally, we hope to achieve long term relief with this intervention and other concurrent legislative efforts to correct this situation.

kh

10/03/11
Manager/KV

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE ICMA CENTER FOR PUBLIC SAFETY MANAGEMENT FOR A COMPREHENSIVE ANALYSIS OF POLICE, FIRE AND EMERGENCY SERVICES AND TO AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITIES OF GRAND RAPIDS AND KENTWOOD

WHEREAS, the cities of Grand Rapids, Kentwood and Wyoming wish to conduct a joint study of police, fire and emergency services to assess staff utilization, active time, opportunities for change and to provide recommendations that will reduce cost and increase productivity, and

WHEREAS, ICMA has a long history of providing direct services to local governments nationwide, with a goal of providing elected and appointed officials within those jurisdictions appropriate metrics to make policy decisions based upon facts rather than commonly accepted measurements, and

WHEREAS, the three partner communities of Grand Rapids, Kentwood and Wyoming have solicited a proposal from ICMA for an in-depth study of police and fire personnel utilization and productivity in each of the three communities and an aggregate analysis of the three communities combined, and

WHEREAS, philanthropic support in the amount of $127,000 has been secured toward the $265,000 total cost of the Study and the three partner communities have agreed that any remaining local share be allocated 50% to Grand Rapids ($69,000) and 25% each to Kentwood ($34,500) and Wyoming ($34,500), and

WHEREAS, the City of Wyoming's cost for conducting this joint evaluation is available in the fund balance of the City; now, therefore,

BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute an agreement with ICMA Center for Public Safety Management, and

BE IT RESOLVED, that the Mayor is authorized to execute the attached memorandum of understanding with the Cities of Grand Rapids and Kentwood, and

BE IT FURTHER RESOLVED, that the City Council authorizes the attached budget amendment.

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

Motion Carried: _____Yeas, _____Nays.

I hereby certify that the above Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 3rd day of October, 2011.

_____
Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: October 3, 2011 Budget Amendment No. 019

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate $34,500 of budgetary authority to provide funding for the City's share of the ICMA study of Police, Fire and Emergency Services within the Cities of Wyoming, Grand Rapids and Kentwood per attached resolution.

Description/Account Code	Current	Increase	Decrease	Amended
General Fund				
City Manager - City Manager - Professional Services 101-172-17200-801.000	$3,500	$34,500		$38,000
Fund Balance/Working Capital (Fund 101)			$ 34,500	

Recommended: _____ _____
Finance Director City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2011-2012 be amended by adoption of the foregoing budget amendment.
Motion carried: _____ yeas, _____ nays

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

_____
City Clerk

DRAFT

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

DRAFT

This Contract is made as of the ____day of October, 2011 by and between the Cities of Grand Rapids, Kentwood, and Wyoming, Michigan, municipal corporations of the State of Michigan, (hereinafter "the City"), and the International City/County Management Association, a not-for-profit corporation incorporated under the laws of the State of Illinois, whose principal office is located in Washington, D.C. (hereinafter "the CONSULTANT") and whose Federal I.D. number is 36-2167755.

WHEREAS, the City desires to retain the CONSULTANT, and the CONSULTANT desires to be retained, pursuant to the scope of services attached hereto as Exhibit "B" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONSULTANT under this Contract are set forth in Exhibit "B" attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONSULTANT is set forth in Exhibit "B" attached hereto. The project and final deliverables shall be completed per the schedule in Exhibit "B", which is approximately one hundred twenty (120) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary.

ARTICLE 3 - PAYMENTS TO CONSULTANT

Payment by the City under this Contract shall be governed by Exhibit "A".

ARTICLE 4 - TERMINATION

Unless the CONSULTANT is in breach of the Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the City, the CONSULTANT shall:

A. Stop work on the date and to the extent specified;
B. Transfer all work in process, completed work, and other materials related to the terminated work to the City; and
C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The City's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONSULTANT will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONSULTANT will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONSULTANT is responsible for the payment of any deductibles or self-insured retentions.

The City will be named as additional insured under the CONSULTANT's general liability insurance and automobile liability insurance policies.

The CONSULTANT agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONSULTANT, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the City nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of Michigan. Any and all legal action necessary to enforce the Contract will be held in Kent County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The Consultant shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the Consultant for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

Consultant employees, consultants, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, consultants, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City property and may be reproduced and reused at the discretion of the City.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 17 – MODIFICATIONS AND CHANGES

Only the **City's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **City's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **City's Contracting Officer** in writing and, until approved by the **CONSULTANT'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

and if sent to the CONSULTANT shall be mailed to:

Director
Grants & Contract Administration
International City/County Management Association (ICMA)
777 North Capitol Street, Suite 500
Washington, DC 20002

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit "A" and Exhibit "B".

CITY OF GRAND RAPIDS, MICHIGAN

BY: _____
SIGNATURE

Print Name: _____

Date: _____

ATTEST:

_____
SIGNATURE

Print Name: _____

Date: _____

CITY OF KENTWOOD, MICHIGAN

BY: _____
SIGNATURE

Print Name: _____

Date: _____

ATTEST:

_____
SIGNATURE

Print Name: _____

Date: _____

CITY OF WYOMING, MICHIGAN

BY: _____
SIGNATURE

Print Name: _____

Date: _____

ATTEST:

_____
SIGNATURE

Print Name: _____

Date: _____

WITNESSES:

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA)

BY:_____
SIGNATURE

Print Name: _____

Date: _____

BY: _____
SIGNATURE

Print Name _____

Title: _____

Date: _____

Payment and Fees Schedule

Phase I

ICMA agrees to conduct the Phase I of the project for the sum of $120,000, exclusive of travel, as follows:

City of Grand Rapids	$60,000
City of Wyoming	$30,000
City of Kentwood	$30,000

The project will be billed in three installments: the first within 14 days after contract signing for 40% of the project fee; the second billed at the time of the draft data analysis report for 40% of the fee and the third at presentation of the final report for 20%. Payments would be made out to the International City/County Management Association upon invoicing as according to the aforementioned payment schedule. If some other arrangement is deemed more appropriate by the city, ICMA will work cooperatively for an agreement on the payment terms.

A travel budget of not to exceed $10,000 is proposed. All travel costs will be billed separately on an occurrence bases, or upon final project completion. ICMA agrees to work cooperatively with the client in order to reduce such costs to the greatest extent possible while still meeting the expectations of the city.

Phase II

ICMA agrees to conduct the Phase II of the project for the sum of $120,000, exclusive of travel, as follows:

City of Grand Rapids	$60,000
City of Wyoming	$30,000
City of Kentwood	$30,000

A travel budget of not to exceed $20,000 is proposed. All travel costs will be billed separately on an occurrence bases, or upon final project completion.

Note that the cities may decide not to pursue Phase II of the project by notifying ICMA in writing in advance of the start of Phase II work by ICMA. ICMA will provide the cities with a written notice 30 days prior to commencing Phase II efforts.

Payments would be made out to the International City/County Management Association upon invoicing as according to the aforementioned payment schedule. If some other arrangement is deemed more appropriate by the County, ICMA will work cooperatively for an agreement on the payment terms.

All payment installments shall be remitted to the International City/County Management Association, and are due and payable upon receipt of invoice. All other project costs, plus actual reimbursements for travel and other direct expenses approved or provided will be paid within 45 days of the delivery of invoice.

Proposal for Comprehensive Analysis and Review of

Police, Fire and EMS Services for

The Cities of Grand Rapids, Wyoming and Kentwood, Michigan

Phase I

Data Analysis of Workload, Deployment and Response

Phase II

Operations Analysis and Development of Alternatives

EXHIBIT B

ICMA CONSULTING SERVICES

PUBLIC SAFETY SERVICES

Helping Local Governments Achieve Measurable Results

ICMA *Leaders at the Core of Better Communities*

Submitted by:

ICMA *Center for Public Safety Management*

International City/County Management Association

777 North Capitol Street, NE – Suite 500

Leaders at the Core of Better Communities

December 11, 2010, 2010

Mr. Greg Sundstrom
City Manager
City of Grand Rapids
300 Monroe Avenue NW
Grand Rapids, MI 49503

Mr. Curtis Holt
City Manager
City of Wyoming
1155 28th St SW
Wyoming, Mi 49509

Hon. Richard L. Root,
Mayor
City of Kentwood
4900 Breton Ave. SE
Kentwood, MI 49518

Gentlemen:

The ICMA *Center for Public Safety Management* is pleased to submit this proposal for an analysis of police and fire services for the Cities of Grand Rapids, Wyoming and Kentwood.

We envision this project in two Phases. Our goal in Phase I of the project is to clearly identify what actual workload is in the three communities and to contrast this demand with the capacity of the agencies involved. While we will evaluate each community separately we will also present a consolidated analysis to show a "what if" scenario.

The consolidated analysis will show what total workload demand is compared to the capacity of all three police and fire departments. This will permit a clear understanding of what a consolidated or shared services approach could offer the communities.

In Phase II we will conduct a full operational analysis of the three cities' police and fire departments to identify opportunities to improve performance and / or reduce costs. We will also develop alternative strategies for the delivery of police and fire services, to all three communities, thru a consolidated or shared services approach.

Our project management staff has decades of experience supporting clients in the local government, state and private sectors as well. Because of the expertise that each of these persons bring, you can expect the highest quality analysis.

As you know, ICMA has provided direct services to local governments nationwide for decades, which have helped to improve the quality of life for millions of residents in the United States and abroad. From an enterprise-wide perspective, we guarantee an honest-broker solution for the challenges facing the three communities. I, along with my colleagues at ICMA, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.136 or via email at lmatarese@icma.org

Sincerely,

Leonard A. Matarese, ICMA-CM, IPMA-HR, SPHR
Director, Research and Project Development
ICMA *Center for Public Safety Management*

The Association

International City/County Management Association *(ICMA)*

The International City/County Management Association (ICMA) is the premier local government leadership and management organization. Since 1914, ICMA's mission has been to create excellence in local governance by developing and fostering professional local government management worldwide. ICMA provides an information clearinghouse, technical assistance, and training and professional development to more than 9,100 chief appointed administrators, assistant administrators, and other individuals throughout the world. The organization's resources and services reach thousands of local, state, and federal government personnel, academics, private sector professionals, citizens, and other individuals with an interest in effective management at the local government level.

ICMA's members represent the administrative center of professional municipal, county, and regional services that affect millions of urban and rural citizens on a daily basis. They are responsible for the leadership that ensures strategic economic growth and management of public services and infrastructure planning, investment, and development. Every day, local government managers determine policy, programming, funding, and strategic decisions that impact the ability of local resources to deal with the management and operations of public safety and legal departments. Local government managers serve as the "hub of the wheel," coordinating efforts and implementing strategies for maximum effectiveness and efficiency.

ICMA *Center for Public Safety Management*

The ICMA *Center for Public Safety Management* will help the Cities analyze their fire and police departments by providing an unmatched management consulting solution. The ICMA *Center for Public Safety Management* is led by Director Thomas J. Wieczorek. He is assisted by Leonard Matarese, Director of Research and Project Development. Leonard, along with a team of highly experienced ICMA staff members and subject matter expert consultants will serve as key personnel to review the agencies.

Data Analysis

Our data analysis team has participated in numerous major projects involving emergency services. Dr. Chelst is a professor of Industrial Engineering at Wayne State University and has authored a number of publications on the use of operations research techniques for public safety systems.

The data team has worked on a wide range of projects for ICMA having conducted studies for cities and counties ranging in population from 8,000 to 800,000. The ICMA approach to data analysis is unique in the use of raw data from Computer Aided Dispatch systems. By using the raw data, rather than CAD generated reports, a wide range of analysis is possible with less chance of error. The data analysis will serve as the foundation for subsequent operational review and recommendations.

The ICMA Approach

Among ICMA's many activities, it assists local governments through a variety of programs that focus on specific concerns, including public safety. ICMA's focus is on the management perspective in organizing and operating these areas. ICMA Center for Public Safety Management acts as an objective and trusted broker tapping into the knowledge of the association's membership base and combining expertise from other appropriate experts to offer innovative ideas, lessons learned, and leading practices to communities. The program provides practical advice and resources that local government managers and staff need to improve services and service delivery in their communities.

We apply standard project management practices to each solution, ensuring that:

- All projects are completed within the contractual scope of work;
- Are completed on time, and within budget.

We rely on these principles to ensure that the final solution meets the client objectives for a comprehensive and concise analysis of resource deployment.

Methodology

The ICMA team follows a standardized approach to conducting analyses of police, fire and public safety departments. We have developed this standardized approach by combining the experience sets of dozens of subject matter experts.

We begin most projects by extracting raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed for comparison to commonly recognized performance indicators. These performance indicators (response times, workload by time, multiple unit dispatching, etc.) are valuable measures of agency performance. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

ICMA also conducts an on-site operational review, which in this study will be part of phase II. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an ICMA team, agencies are asked to compile a number of key operational documents (policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers and fire fighters. We review case files with investigators and observe dispatch operations to ensure compliance with the provided written documentation.

As a result of on- site visits and data assessments, our subject matter experts produce observations and recommendations which highlight the strengths, weaknesses, opportunities and threats of the department.

We have found that this standardized approach insures that we measure and observe all of the critical components of agencies. We liken this standardized approach to the manner of an auditing process:

- ICMA asks questions and requests documentation upon project start up;
- We confirm accuracy of information received;
- We deploy operations teams on - site to research the uniqueness of each environment;
- We perform data modeling and share preliminary findings with each city; and
- We assess any inconsistencies reported by client cities and communicate our results in a formal, written report.

Project Understanding

We understand that Grand Rapids, Kentwood and Wyoming, (The Cities) like so many other American cities, are currently facing economic challenges requiring the communities to insure that all aspects of municipal government are operating at the highest levels of efficiency and effectiveness. This is particularly critical in public safety agencies since they often constitute the bulk of organizational expenses. At the same time, these agencies require a special level of review and analysis given their importance in maintaining the community's safety.

This project seeks to compare the capacity of the cities' police and fire departments to actual workload. Each of the three cities' are working to restructure their emergency services agencies to meet current and long term, fiscal constraints. To conduct these projects as economically as possible, the City has requested that ICMA commence the analysis in phases performing the data analysis component first.

ICMA believes that the most effective way to manage operations, including public safety, is to make management decisions based upon the interpretation and analysis of data and information. In order to accurately project future workload, staffing, and levels of service, establishment of baseline data is critical.

A data analysis of each department's workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. After completing a separate report for each city, both police and fire, we will then produce a consolidated report which would show what the implications would be with a consolidated approach.

Phase II of the project would involve an operations assessment identifying potential opportunities to implement best practices which would work towards reducing costs and improving efficiency. In phase II we will identify and evaluate alternative strategies in which the three cities' emergency services operate as one "system" rather than stand alone agencies.

Shortly after contract execution, ICMA quantitative analysts and the project manager will visit the cities to conduct a project launch strategy session with the parties involved. Such an approach has been beneficial in establishing the relationships necessary to complete this type of comprehensive project. Expectations on the part of ICMA as well as the affected agencies will be clarified. The actual data extraction process will commence shortly thereafter.

Throughout the process, Mr. Matarese will be available to participate in and contribute to the cities' transformation efforts.

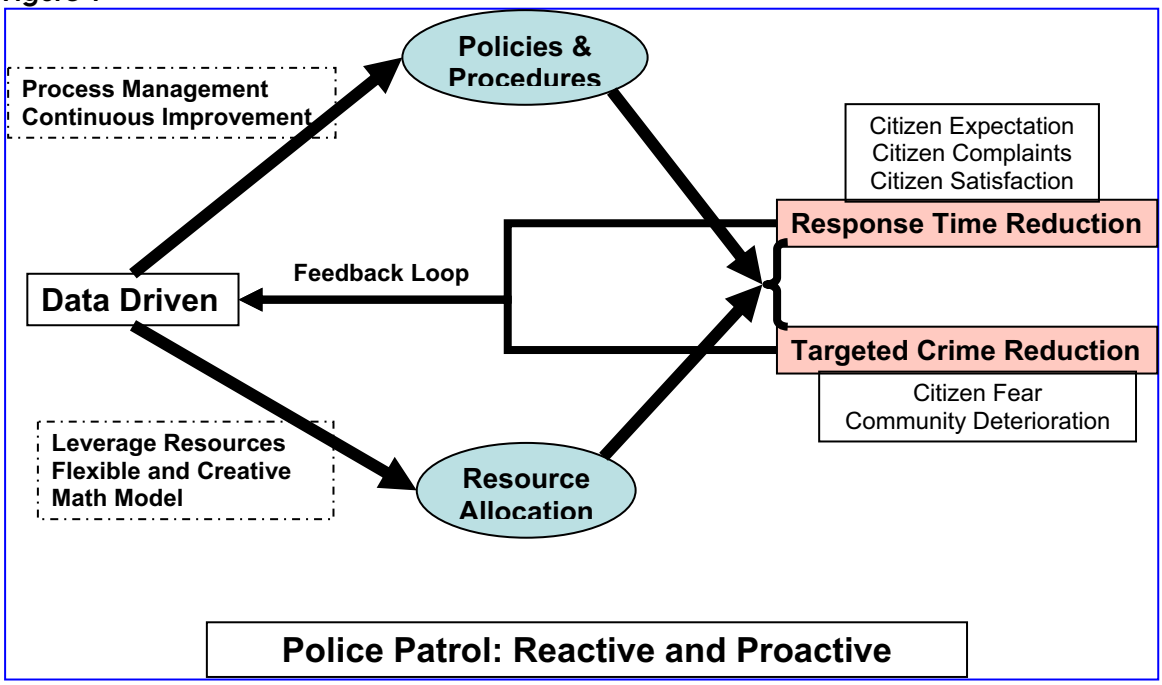
Police Operations

Background – Police

The cities are preparing for limited future revenue and the need to maintain quality police services. In order to meet these challenges, an extensive analysis and benchmark of the current deployment and workload must be conducted. The ICMA approach is typically two-fold: conducting a comprehensive analysis of data extracted from the Computer Aided Dispatch System to answer the questions related to deployment issues as well as an on-scene operational assessment by the ICMA team. Phase I of this project will be confined to the data analysis component.

Police departments utilize their patrol forces in two modes: reactively to respond to calls for service and proactively to address crime problems as well as ongoing nuisance issues. (*See Figure 1*) Detectives provide another element of a primarily reactive force, seeking to solve crimes that have already been committed. The effectiveness of these units affects the clearance rates for the department.

Figure 1



<u>Reactive – Citizen initiated calls</u>

- High priority calls – citizens expect extremely rapid response.
- Moderate priority calls – Best practice departments manage citizens' expectation by letting them know a realistic response time and then meeting or surpassing their expectation. If there is an unexpected further delay, the citizen is contacted with up-to-date information.
- Low priority calls – Best practice departments find creative strategies such as a telephone crime reporting system so as to free up the patrol force for either rapid response to a high priority call or to continue with crime-directed activities.

- On-Scene handling: The manner in which a police officer handles himself or herself on-scene plays a critical role in developing or discouraging citizen support for the department

Rapid response to the highest priority calls can sometimes mean the difference between life and death but is unlikely to broadly influence the crime rate. Meeting or exceeding citizen expectations reduces the number of citizen complaints and increases community support for the police department. Community support is a critical element in developing a proactive crime directed patrol force. With accurate and timely data, a police department can reduce response time by adopting a philosophy of data driven continuous improvement. This usually entails first finding the multiple root causes of slow response and then changing operating policies that contribute to the problem. Police departments can also reduce response time by making data driven strategic decisions that better match patrol force levels with patrol workloads.

Proactive – Officer initiated in cooperation with citizenry

- Police use detailed crime data to develop both short-term targeted activities and long lasting strategic initiatives
- Departments can use specially assigned units in conjunction with the in-between call time of the patrol force
- Performance measures and accountability of management is a critical element of this strategy
- Activities need to be tracked to determine their effectiveness and to continually evolve to respond to changing crime patterns

Proposed Study

- Document current patrol performance and workload levels
- Identify opportunities to improve on performance with existing resources
- Provide guidance on routine standard reports that should be used to track performance

Current Performance

We will analyze in-depth four weeks of summer data and four weeks of winter data and assess variations by time of day, day of week, season and district. The analysis will include all of the following:

- Patrol deployment levels
- Average response time to different call priorities
- Proportion of calls in each category for which response times are unacceptably long. For example, we will determine the proportion of high priority calls that experience response times of longer than 10 minutes
- Document time periods during the day in which response times seem excessive
- Average time spent on calls with different priorities
- Proportion of calls with unusually long time spent on-scene
- Proportion of calls requiring more than one patrol unit
- Resources allocated to proactive patrol
- Resources consumed on non-value added activities

Opportunities for Improvement

To examine whether or not patrol resources are efficiently deployed over 24-7 time period, we will graph deployment levels against workloads by time of day, day of week, and by patrol areas. We will analyze and graph officer response time by call priority level and shift to identify significant patterns/differences in officer response. These response time analyses will delineate and analyze the components of officer response -- call queue time, travel time, and time on scene. Consequently, a series of trend charts, maps and data tables will describe officer response time in detail and will provide the variables needed for developing a plan based on Operations Research methods.

We will observe and meet with dispatch operations to determine the extent of best practices employed to efficiently dispatch patrol units. We will discuss and document the extent that the patrol management is applying principles of performance based management and continuous improvement to efficiently utilize resources.

We will pay special attention to the CAD / RMS system currently being used and its ability to support the department's future needs based upon ICMA's recommendations at the conclusion of this study.

Workload and Deployment Data Analysis Report

ICMA commits to delivering a draft data analysis report for police services four months after signing contract. A draft data analysis report for police services will be delivered in four months.

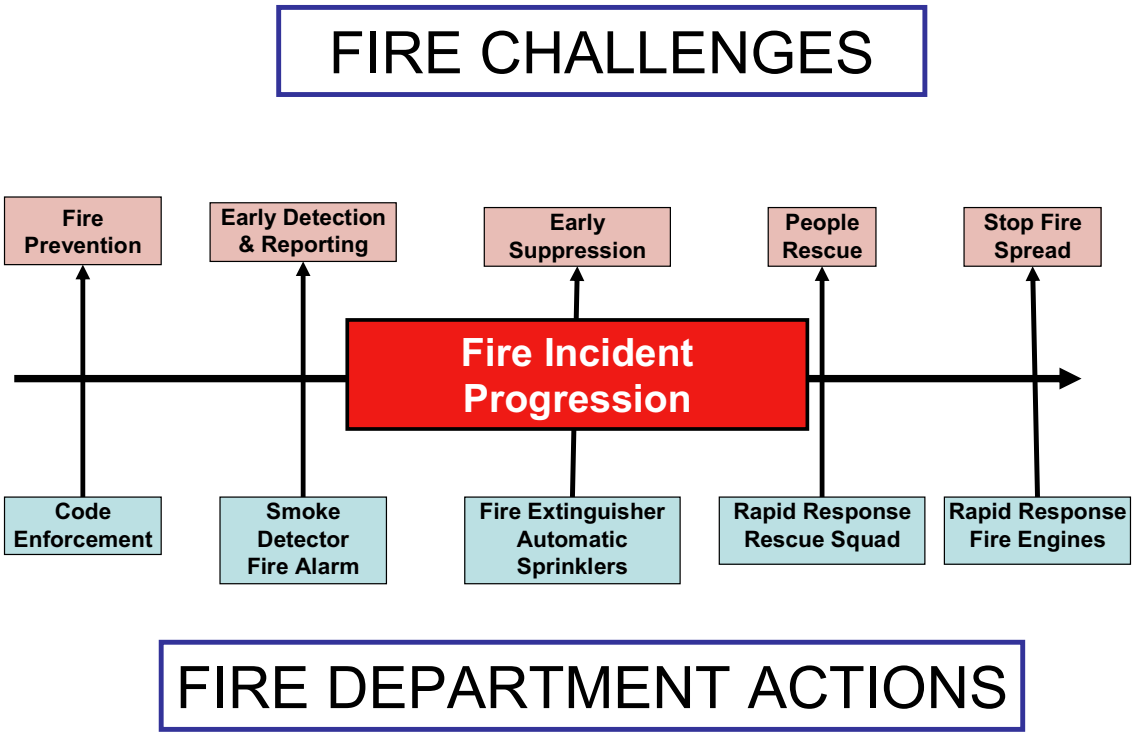
To accomplish these deadlines require the city to perform certain activities.

1) The city commits to providing within four weeks of signing contract a full set of requested data
2) ICMA will work with city officials to review this data set for completeness and obvious problems with preliminary certification scheduled for 6 weeks after signing the contract. This is contingent on prompt response to data questions that arise.
3) Seven weeks before the data analysis report is due, ICMA will work with city officials to certify the complete data set with regard
    a) The accuracy of the data
    b) Irresolvable gaps in the data record and how these gaps will be handled in the analysis and preliminary report. (E.g. an irresolvable gap might be no record of backup units sent to police calls or no priority categorization of calls.)

During the week long process of final certification, it is critical that officials respond to questions and request for clarification within 48 hours in order to keep the project on schedule. Any significant delays in addressing problems ICMA uncovers could delay delivery of the data analysis report.

Fire / EMS Operations

Fire departments staff their stations and train their personnel to respond to a wide array of fire and vehicular accident emergencies. In addition, many departments use the long intervals between calls for service for a variety of prevention activities. Research in the United Kingdom as well as by FEMA has shown that the most cost-effective approach to fire deployment is the elimination of calls. If a call is received, eliminating hazards decreases the risk faced by first responders and may result in a more positive outcome. These preventive strategies should include building code enforcement and quality of life enforcement issues. The effort may also include fire extinguishers and automatic sprinkler systems. All of these prevention and rapid response activities are laid out below.



The resulting data study will gather and analyze data on the number of personnel on duty, as well as the efficiency and effectiveness of the current deployment on the fire runs.

The study will also analyze fire call data to provide a comprehensive review of fire services including a detailed analysis of workloads and response times. The analysis of the workloads should begin with an in-depth study of the types of calls handled and their severity. The goal of this data gathering would be to explicate the fundamental nature of the fire challenge faced by the Fire Department.

The study will pay special attention to fires reported in residences or building and will require the use of a number of measures of severity to categorize these reported building fires. Some

examples of questions to be answered as a part of the study include: How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the equipment that worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the city's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

- Average response time
- 90th percentile response time
- Percentage of responses within 6 minutes.
- Distribution of response times for different call categories
- Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times.

Operations Review

Using information analyzed by the data team, an operational assessment by ICMA will be conducted to evaluate the deployment of emergency resources.

The ICMA team will evaluate equipment, maintenance, records, policies, procedures, and stations to create recommendations for future service delivery. The following are some of the questions that will be answered by the team:

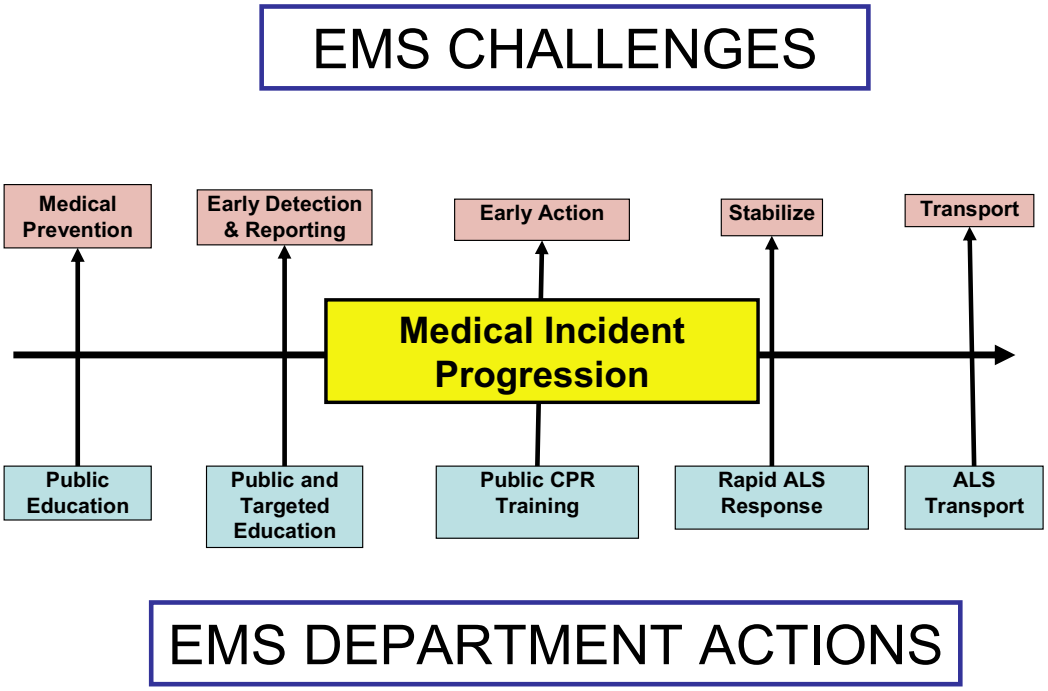
- What are calls for service? What are the trends for calls for service?
- What is the response time and pattern delivered by the department? How can it be improved?
- Does the department have a strategic plan for deployment or is it using a tactical approach?
- Is the organization using current resources efficiently and effectively?

Using GIS technology we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units.

The ICMA data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by ICMA to deliver the right resources at the right time.

Emergency Medical Services –

Fire departments often provide emergency medical services as first responders and may also transport the patients to hospitals. One key variable is the level of training and equipment of the EMS responders. In between calls they may be actively involved in public education programs. Numerous studies have documented the importance of widespread CPR training especially when witnessing a sudden heart attack. All of these prevention and rapid response activities are laid out below.



Fire Departments provide emergency medical services in addition to fire suppression duties. ALS vehicles are stationed at fire stations and staffed continuously seven days a week, 24 hours a day. In this project we will analyze 2010 EMS call data to provide a comprehensive review of emergency medical services including a detailed analysis of workloads and response times. The analysis of the workloads will begin with an in-depth study of the types of calls handled and their severity. The goal is to explicate the fundamental nature of the emergency medical challenge faced by the Lake Havasu Fire Department. We will pay special attention to the most critical emergencies such as heart attack and serious vehicular accidents.

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. These data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period for each ambulance company. We will also determine how much EMS calls contribute to the workload of fire engine companies since they also respond to most calls. We will document any dramatic variations by time of day and day of week as well as seasonal variations.

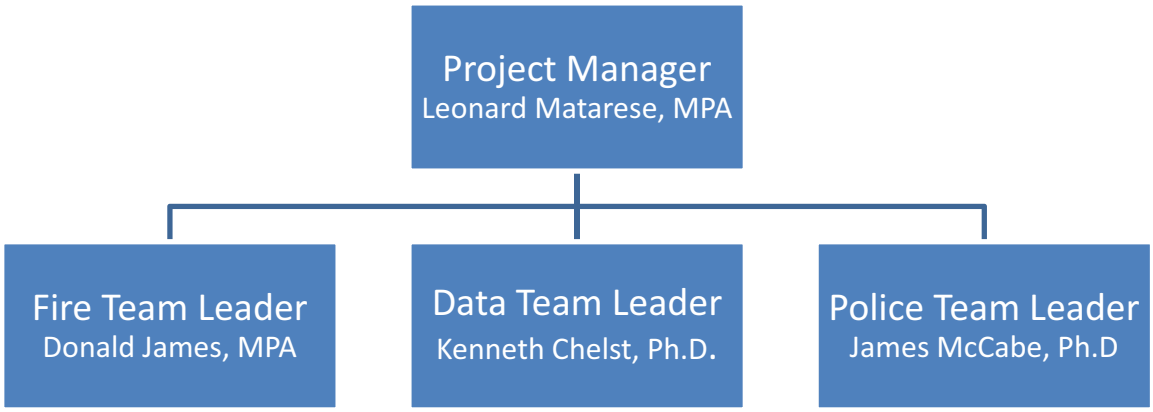
Response time is an important statistic in emergency service systems. We will determine not only average response time but also the distribution of response times for different call categories. We will also identify and review calls that experienced unusually long response times.

We will also differentiate between Basic Life Support and Advanced Life Support calls to determine if the level of response if commensurate with actual need.

Project Staffing

For this project, the ICMA has assembled a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations for Grand Rapids that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project team leader, two Operations Leaders and several senior public safety consultants selected from our team specifically to meet the needs of the city.

The management organizational chart for the project includes the following Key Team Members:



Project Manager

Director of Research and Project Development, ICMA Center for Public Safety,

Leonard Matarese, MPA, ICMA-CM, IPMA-CP, SPHR

- **Background**
  Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 41 years experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has conducted numerous studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload.

  Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71agency, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for National Institute of Justice. He is the subject matter expert on several ICMA / USAID police projects in Central America.

  He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association- Human Resources and the Senior Professional in Human Resources from the Society for Human Resources Management. He also has extensive experience in labor management issues, particularly in police and fire departments and is currently editing an ICMA book on the selection of police chiefs.

Data Assessment Team

Senior Public Safety Consultant

Kenneth R. Chelst, Ph.D., Professor of Industrial and Manufacturing Engineering at Wayne State University

- **Background**
  Dr. Chelst is an expert in the application of advanced mathematical models for all emergency resources planning, especially police. He lead a demonstration project for the City of Detroit Police Department which cut response times by 40% using continuous improvement and data driven decision making. Over the past two decades he has studied several dozens of emergency services operations using data driven techniques to determine the most efficient organizational structures to provide public safety services.

His work includes assisting in the design of the Israel National Ambulance system.

He holds a Ph.D. degree in operations research from M.I.T. where his dissertation topic was Mathematical Models of Police Patrol Deployment. His research interests include operations research models applied to emergency services, structured decision making. He is a nationally recognized expert on the merger of police and fire services into a public safety department and on the relative performance of one versus two officer patrol units.

Senior Public Safety Consultant

David Martin, Ph.D., Senior Researcher in the Center for Urban Studies, Wayne State University

- **Background**
  Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

Senior Public Safety Consultant

Gang Wang, Ph.D., Fire & EMS Services Data Analyst

- **Background**
  Gang Wang received the dual bachelor degrees in industrial design and management science, and the M.S. in information system from Chongqing University in China and the Ph.D. degree in industrial engineering from Wayne State University. He has three years experience in enterprise information system and six years experience in data analysis and applied mathematical modeling. He has rich experience in areas of automotive, travel and public safety with particular emphasis in fire / EMS analysis. He has published a book chapter and several journal articles.

ICMA Center for Public Safety Senior Team Member

Dov Chelst, Ph.D. Director of Quantitative Analysis

- **Background**
  Dr. Chelst manages the analysis of public safety data for the Center. He specializes in data and statistical analysis. He has taught the subject matter for nearly 10 years at the university level and has a Ph.D. in Mathematics from Rutgers University and a B.A. Summa Cum Laude in Mathematics and Physics from Yeshiva University. Dr. Chelst has managed the data collection and analysis of over 40 city and county public safety agencies within the past two years. He is an expert in extracting CAD data and developing useful statistics from that information.

Malhar Kale, BE., MS., MS., Quantitative Analyst,

- **Background**
  Mr. Kale is an expert in the use of GIS based software tools for public safety agencies. He holds a Master of Science in Statistics from Sam Houston State University, a Master of Science in Industrial Engineering from the University of Texas and a Bachelors of Mechanical Engineering from Sardar Patel University, India

Operations Assessment Team – Fire Unit

Director, ICMA *Center for Public Safety Management*

Thomas Wieczorek, Retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence

- **Background**
  Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.) and was an author on the most recent "Standards of Response" book printed by the CPSE. He has taught a number of programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College. He has testified frequently for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government Manager's Association; served as the vice-chairperson of the Commission on Fire Officer Designation; and serves as a representative of ICMA on the NFPA 1710 career committee.

  He most recently worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 50 states and has been assigned a course number by the DHS.

  He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

Senior Public Safety Consultant

Donald James, MPA, Retired Assistant Chief, Miami-Dade Fire Rescue

- **Background**
  During a career spanning 30 years, Donald C. James retired in 2005 as an Assistant Fire Chief with the Miami Dade Fire Rescue Department. In that capacity he assumed oversight of various functional areas to include Fire Prevention, Facilities Management and Construction, Communications, Emergency Medical Services and Training Divisions. As a Division Director, he was responsible for multimillion dollar budgets for Community Relations, Emergency Medical Services, Communications and Fire Prevention.

In 1996 he was honored by the National Fire Protection Association as the "Learn Not To Burn Champion" with a Safe Cities Award Grant. Working in conjunction with Miami Dade Public Schools, the grant provides for the teaching of a fire safety curriculum at the elementary grade levels. Among other accomplishments, he was also instrumental in the development of the department's Infectious Disease Control Policy and Procedure – one of the first of its kind in the fire service nationwide.

Mr. James received his Associates degree in Fire Science Technology from Miami Dade College. He holds a Bachelor's degree in Public Administration from Barry University in Miami Shores, and Master's degree in Public Administration from Florida International University, Miami.

Senior Public Safety Consultant

Dan Kleman, MGA, Chief of City of Jacksonville Fire & Rescue Department, Former City Manager of Tallahassee, County Manager of Hillsbourgh County, CAO of Jacksonville Florida

- **Background**
  Dan Kleman is the Director and Fire Chief of the Jacksonville Fire and Rescue Department and is responsible for 1,300 employees. Since arriving at JFRD in 2006, Chief Kleman, working with his management team, he has expanded management training and professional development for JFRD's officers, opened a new fire station and three replacement stations, identified more than $1 million in overtime cost savings and enhanced JFRD's recruitment program. Kleman recently developed a 10-year plan, unanimously adopted by City Council, which charts the department's expansion so it can continue to meet Jacksonville's rapidly growing demand for fire and emergency medical services.

  Mr. Kleman came to Jacksonville in 2004 to serve as Chief Administrative Officer. In October 2006, he moved from City Hall to JFRD to lead the department. He was appointed City Manager in Tallahassee 1974. After 20-plus years as City Manager, Kleman headed to Tampa where he served as County Manager of Hillsborough County for nearly a decade.

  Mr. Kleman has been named Outstanding Public Administrator of the Year by both the Tallahassee and Tampa Bay chapters of the American Society of Public Administration. He is Past President of the 9,000-member International City-County Management Association and the Florida City and County Managers Association. He also was an adjunct professor in Florida State University's Masters of Public Administration program. He holds a bachelor's degree in political science from Bowling Green State University in Ohio and his master's degree in governmental administration from the Wharton Graduate School at the University of Pennsylvania. He is also a graduate of the senior executive program at the John F. Kennedy School of Government at Harvard University.

Operations Assessment Team – Police Unit

ICMA Senior Public Safety Consultants – Police Operations

James E. McCabe, Ph.D., M. Phil., M.A., B.A., Assistant Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

- **Background**
  Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and 2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management and uniform patrol as on officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences:

  He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June, 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

James Gabbard, B.A., City of Vero Beach, Florida – Retired Chief of Police, Retired City Manager, Former Commander, West Palm Beach Police, Former President of Florida Police Chiefs Association.

- **Background**
  James M. Gabbard is the retired City Manager of Vero Beach, Florida, appointed in 2005. Prior to his appointment as City Manager he completed 37 years of law enforcement service in a series of increasingly responsible positions. Mr. Gabbard formerly served as the Police Chief of the Vero Beach Police Department. During his tenure as chief he served as interim city manager on several occasions. Prior to his service with Vero Beach he was a member of the West Palm Beach Police Department, serving in all divisions of the Department and in many assignments including Detective Lieutenant of Homicide. Upon his promotion to Captain he was placed in command of organized crime and organized drug crime investigations. He retired from West Palm Beach in 1986 to accept the chief's position in Vero Beach.

  Mr. Gabbard has received numerous professional recognitions and was elected President of the Florida Police Chiefs Association, one of the largest organizations of senior police managers in the United States. He was cited for bravery by Governor Jeb Bush before a joint session of the Florida Legislature for his actions during several hurricanes which stuck Vero Beach. Upon his recent retirement from Vero Beach he was recognized by the Governor and Attorney General of Florida for his numerous contributions to law enforcement in the state.

Paul E. O'Connell, Ph.D., J.D., Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Officer.

- **Background**
  Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the

New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer and curriculum developer. After receiving an MPA in 1984 and J.D. in 1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant.

William Berger, M.A., J.D., Chief of Police, Palm Bay, Florida. Former President of the International Association of Chiefs of Police (IACP).

- **Background**
  Bill Berger is a nationally recognized expert in police management with particular expertise in law enforcement technologies. He is currently Chief of the Palm Bay, Florida Police Department serving a population of over 100,000 over 100 square miles. There he is implementing numerous new technologies in cooperation with public and private sector organizations including programs involving DNA collection, enhanced rapid police response to in progress crimes and use of UAV (unmanned aircraft vehicles); currently testing and working with FAA to fly for police surveillance unmanned aircraft; first in nation.

  Previously he served as Chief of Police of North Miami Beach, Florida for 15 years where he routinely gained national recognition for his implementation of new technologies, including speech recognition for in car police computers. Prior to his appointment as Chief of Police he served with the City of Miami Police Department, working as Executive Commander of the Training Unit and Police Academy, Executive Commander of Communications and Commander of the Homicide and Sexual Battery Unit.

Proposed Fees

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

Phase I

ICMA agrees to conduct the Phase I of the project for the sum of $120,000, exclusive of travel, as follows:

City of Grand Rapids	$60,000
City of Wyoming	$30,000
City of Kentwood	$30,000

The project would be billed in three installments: the first within 14 days after contract signing for 40% of the project fee; the second billed at the time of the draft data analysis report for 40% of the fee and the third at presentation of the final report for 20%. Payments would be made out to the International City/County Management Association upon invoicing as according to the aforementioned payment schedule. If some other arrangement is deemed more appropriate by the city, ICMA will work cooperatively for an agreement on the payment terms.

A travel budget of not to exceed $10,000 is proposed. All travel costs will be billed separately on an occurrence bases, or upon final project completion. ICMA agrees to work cooperatively with the client in order to reduce such costs to the greatest extent possible while still meeting the expectations of the city.

Phase II

ICMA agrees to conduct the Phase II of the project for the sum of $120,000, exclusive of travel, as follows:

City of Grand Rapids	$60,000
City of Wyoming	$30,000
City of Kentwood	$30,000

A travel budget of not to exceed $20,000 is proposed. All travel costs will be billed separately on an occurrence bases, or upon final project completion.

Note that the cities may decide not to pursue Phase II of the project by notifying ICMA in writing in advance of the start of Phase II work by ICMA. ICMA will provide the cities with a written notice 30 days prior to commencing Phase II efforts.

Reporting

The Program Manager or specific area team leads will report project status to the identified city contacts at identified intervals using an acceptable and agreed upon reporting template. Beyond this however, communication will be maintained and coordinated through the Team Leader with these contacts and other identified relevant personnel on a regular basis.

Contact Info

Principal-in-Charge – Thomas J. Wieczorek
twieczorek@icma.org
202-962-3607

Project Manager – Leonard Matarese
lmatarese@icma.org
716-969-1360

Fire Operations Team Lead – Donald James
djames@icma.org

Police Operations Team Lead – James McCabe
jemccabe1@earthlink.net

Data Analysis Lead – Dr. Kenneth Chelst
kchelst@wayne.edu
313-577-3857

Data Analysis Support – Dr. Dov Chelst
dchelst@icma.org
202.309.8281

Conclusion

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, ICMA *Center for Public Safety* acts as a trusted advisor, assisting local governments in an objective manner. In particular, ICMA's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes ICMA a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of the ____ day of _____, 2011 and is entered into by and among the City of Grand Rapids, the City of Kentwood and the City of Wyoming, the undersigned entities (individually "Party", and collectively "Parties").

TERMS AND CONDITIONS

1. **PARTIES**. The Parties to this MOU are the City of Grand Rapids, the City Kentwood and the City of Wyoming.

2. **PURPOSE AND SCOPE**. The purpose of the MOU is to outline a means by which the Parties may study the provision of sustainable and practical police, fire, and emergency services, increase levels of knowledge for informed decision-making regarding internal operations, and evaluate potential collaborative opportunities between the Parties. The Parties agree to work together, with their respective consultants and each other, in order to create, promulgate, recommend, and promote a transformation study of their police, fire and emergency services. The Parties' efforts will be funded by the Parties and, in part, by community foundations. The Parties agree to proceed in the following manner:

   A. The Parties will retain the ICMA Center for Public Safety Management ("ICMA") to conduct a comprehensive analysis and provide recommendations with respect to police, fire and emergency services ("ICMA Study") for the Parties as detailed and consistent with a proposal for the same submitted to the Parties by the ICMA dated December 11, 2010, a copy of which is attached and incorporated herein by reference.

   B. The Parties will coordinate efforts for the ICMA Study with local intergovernmental groups including, without limitation, the West Michigan Fire Rescue Development Team and the Urban Metro Mayors and Managers.

   C. The Parties will coordinate efforts with each other and the ICMA to facilitate the ICMA's completion of the ICMA Study.

   D. The Parties will plan and implement measures for public engagement and participation as part of the ICMA Study.

   E. To support the ICMA Study, where confidentiality agreements and state law permit, each Party will provide to the ICMA all available documentation and public records in response to requests made to them by ICMA. Each Party will also provide access to the police, fire and emergency services it provides. This will include making staff available for the ICMA Study and ICMA's interviewing efforts.

   F. The Parties will jointly contribute to the expenses of the ICMA Study, minus any funding received from other funding sources including, without limitation, funds received by the Parties

from the Grand Rapids Community Foundation, the Richard and Helen DeVos Foundation and theFrey Foundation.

3. **KEY PRINCIPLES**. The Parties acknowledge the following statement of principles to guide their actions under this MOU:

   A. Parties will demonstrate, through their actions, a willingness to make this MOU and the ICMA Study succeed.

   B. Parties to the MOU share a common vision, values, and understanding of the scope of their obligations under this MOU.

4. **WORKING RELATIONSHIPS**. The Parties agree to work together in a collaborative manner, consistent with the Key Principles in Section 3 of this MOU. Specific procedures and outcomes of the MOU will be determined according to the needs and constraints of the specific issue at hand.

5. **ACCOUNTABILITY**.

   A. Each Party warrants that, when participating in the activities of this MOU, its opinions and actions represent those of their respective governments and departments.

   B. Each Party agrees to implement and support, to the degree it has control, the decisions and activities agreed upon pursuant to this MOU.

   C. Each Party acknowledges that it has responsibilities and obligations to its constituents and appointing authorities that extend beyond this MOU, and that the Party will use its best efforts to coordinate those responsibilities with those under this MOU to avoid conflicts.

6. **IMPLEMENTATION**.

   A. The Parties will work together to implement this MOU as appropriate, regarding funding, staffing, resources, and other roles and responsibilities. The parties agree to share the remaining cost of the ICMA study after deducting philanthropic support on the bases of Grand Rapids 50% ($69,000), Kentwood 25% ($34,500) and Wyoming 25% ($34,500).
   B. Grand Rapids will serve as fiduciary for this project in coordination with the project partners.

   C. The Parties will consider procedures and governmental protocols to foster collaboration among the Parties.

   D. The Parties intend that this MOU provide only a general framework for their relationship with respect to the ICMA Study and on-going intergovernmental cooperation with respect to the provision of police, fire, and emergency services. The Parties acknowledge that many specific terms and conditions normally addressed in an interlocal agreement are not addressed in this MOU, and that those other terms and conditions will, for any particular project be negotiated and agreed to by the parties on a project-by-project basis.

7. **TERM**. This MOU is effective upon signing by all Parties. The agreement shall remain in effect until the ICMA Study has been completed except that this MOU and all work under this MOU shall be

completed not later than one year from the date of execution except as otherwise provided in this MOU. Should the work be obstructed or delayed in the completion by any act, neglect or default of the Parties, then the time fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of the delay for the causes mentioned. The duration of the extension shall be by written agreement of the Parties. The MOU can be extended for additional terms if agreed to in writing by all Parties. To the extent permitted by law, any privileged communications provided to a Party or the ICMA shall be returned, if requested by the furnishing Party or Party's counsel, at the conclusion thereof.

8. HOLD HARMLESS AND WAIVER OF INDEMNIFICATION. The Parties agree to indemnify, protect and hold harmless each other Party, from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney's fees), arising from the work performed under this MOU. The intent of this provision is that the Parties shall be solely responsible for their own respective acts or omissions.

9. TERMINATION. The Parties agree that this MOU can be terminated for any reason by the written agreement of all Parties.

10. COMPLIANCE WITH LAWS. The Parties shall at all times comply with all local, state and federal laws, rules and regulations applicable to this MOU. This agreement shall be construed according to Michigan law.

11. ASSIGNMENT. This MOU shall not be assigned by any party without prior written consent of all Parties.

12. INTEGRATION AND **AMENDMENT**. This MOU is the whole agreement and may be amended only in a writing executed by all Parties.

13. **EFFECTIVE DATE**. This MOU is effective as of the date of execution set forth above.

_____

Party: City of Grand Rapids
By:
Its:

_____

Party: City of Kentwood
By:
Its:

_____

Party: City of Wyoming
By:
Its:

TK/ksh
9/19/11

RESOLUTION: _____

A RESOLUTION TO APPROVE AND ADOPT THE 2011 FIRST AMENDMENT TO THE 2006 WASTEWATER DISPOSAL AGREEMENT BETWEEN THE CITY OF WYOMING AND THE TOWNSHIP OF BYRON AND THE CHARTER TOWNSHIP OF GAINES

WHEREAS, the attached City of Wyoming-Byron/Gaines Townships First Amendment to the 2006 Wastewater Disposal Agreement has been negotiated between representatives of the City and of each Township; and

WHEREAS, the representatives for the City of Wyoming unanimously recommend that said Amendment be approved and adopted by the City Council of the City of Wyoming; and

WHEREAS, the Township Board of the Township of Byron has approved, adopted, and executed said Amendment for and on behalf of Byron Township and the Township Board of the Charter Township of Gaines has approved, adopted and executed said Amendment for and on behalf of the Charter Township of Gaines; and

WHEREAS, the City Council of the City of Wyoming is of the opinion that it is in the best interests of the City and of its residents and citizens to approve, adopt, and execute said Amendment, now therefore,

BE IT RESOLVED, that the City Council of the City of Wyoming does approve and adopt the City of Wyoming-Byron/Gaines Townships First Amendment to the 2006 Wastewater Disposal Agreement between the City of Wyoming and the Townships of Byron and Gaines; and

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk be, and they hereby are, authorized to execute said City of Wyoming-Byron/Gaines Townships First Amendment to the 2006 Wastewater Disposal Agreement for and on behalf of the City of Wyoming.

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

Motion carried: _____ Yeas, _____ Nays.

I hereby certify the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 3rd day of October, 2011.

_____
Heidi A. Isakson
Wyoming City Clerk

Resolution No. _____

Revised 3/3/2011

FIRST AMENDMENT TO 2006 WASTEWATER DISPOSAL AGREEMENT

This First Amendment to 2006 Wastewater Disposal Agreement dated _____, 2011 (this "Agreement") between the City of Wyoming, a municipal corporation, ("Wyoming"), and the Township of Byron, a Michigan municipal corporation, and the Charter Township of Gaines, a Michigan municipal corporation (collectively the "Townships"), is as follows:

Background Recitals

Wyoming and the Townships are parties to that certain 2006 Wastewater Disposal Agreement dated June 23, 2006 (the "2006 Agreement").

Paragraphs 4 and 5 of the 2006 Agreement provide for further connections to the Wyoming System by the Townships under certain conditions, with the consent of Wyoming, including a requirement that an amendment to the 2006 Agreement provide for such additional connection.

The City and the Townships are entering this Agreement to provide for an additional connection to the Wyoming System.

1. **Compliance with Paragraph 4 of 2006 Agreement for Panhandle Connection.** Wyoming acknowledges and confirms that the Townships have complied with the conditions of paragraph 4 of the 2006 Agreement for an additional connection to the Wyoming system, which connection shall be made to Wyoming's current 24-inch panhandle sewer at a point along 56th Street two-thirds of a mile east of Kenowa Avenue.

2. **Consent of Wyoming to Panhandle Connection.** In accordance with Paragraph 5 of the 2006 Agreement, Wyoming consents to the additional connection to the Wyoming System described in Paragraph 1.

3. **Amendment of Paragraph 5 of 2006 Agreement.** Paragraph 5 of the 2006 Agreement shall be amended to read as follows:

"5. **Limitations on Maximum Wastewater Flow.**

(a) **Buck Creek Connection.** The limitation on the maximum wastewater flow from the Townships for this connection shall be established by the physical limitations of the capacity of the Townships' current 42-inch sewer line near Buck Creek that connects to the Wyoming System. The capacity of this sewer is calculated to be 10,000,000 gallons per annual average day. Wastewater received from the City of Kentwood shall be included in this limitation.

(b) **Panhandle Connection.** The limitation on the maximum wastewater flow from the Townships for this connection to Wyoming's current 24-inch panhandle sewer at a point along 56th Street two-thirds of a mile East of Kenowa Avenue, and in the downstream conveyance system in Wyoming, shall be 1,250,000 gallons per annual average day. The balance of the capacity of the 24-inch panhandle sewer and the conveyance system in Wyoming downstream from this point of connection is reserved for use by Wyoming.

(c) **Capacity is Cumulative.** The aggregate capacity for the Townships in the connections described in subparagraphs (a) and (b) above shall be cumulative.

(d) **Additional Connections to Wyoming System.** Upon the consent of Wyoming, additional connections may be made by the Townships in the future meeting the requirements of paragraph 4 of this Agreement. The limitations of maximum flow from the connections shall be established by the physical limitations of the connection based on the calculated annual average day and shall consider the available capacity in the conveyance system in Wyoming downstream from the point of connection."

4. **Amendment of Exhibit A to 2006 Agreement.** Exhibit A to the 2006 Agreement is hereby amended and replaced in its entirety by the Exhibit A attached to this First Amendment.

5. **Definitions.** Except as defined herein, all capitalized terms used herein shall have the defined meanings set forth in the 2006 Agreement.

6. **Ratification and Confirmation of 2006 Agreement.** In all other respects, the terms and conditions of the 2006 Agreement are hereby ratified and confirmed.

CITY OF WYOMING

By: _____
Jack Poll, Mayor

By: _____
Heidi Isakson, City Clerk

TOWNSHIP OF BYRON

By: Audrey Nevins Weiss
Audrey Nevins Weiss, Supervisor

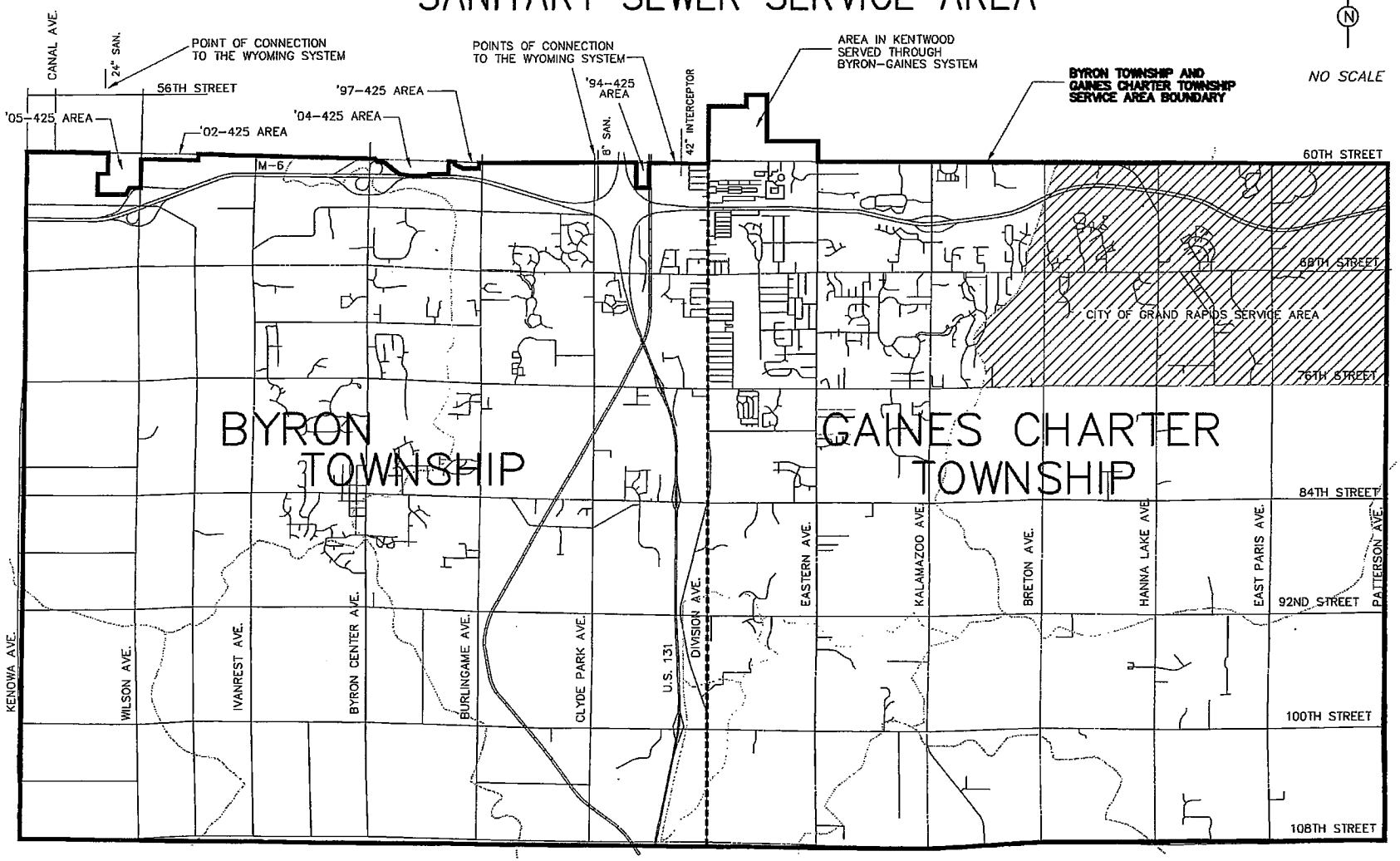
By: _____
Joel Hondorp, Clerk

CHARTER TOWNSHIP OF GAINES

By: _____
Donald R. Hilton, Sr., Supervisor

By: Crystal Osterink
Crystal Osterink, Clerk

EXHIBIT A
CITY OF WYOMING
BYRON TOWNSHIP & GAINES CHARTER TOWNSHIP
SANITARY SEWER SERVICE AREA



Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory
2011

T:/BYRON OFFICE/BYRON/BYRON TWP. MAPS/EXHIBIT A.DWG

100311
Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE CONTRACTS WITH THE WYOMING AND GODFREY-LEE SCHOOL DISTRICTS FOR SCHOOL RESOURCE OFFICERS

WHEREAS, the City of Wyoming provides School Resources Officers for the Wyoming and Godfrey-Lee School Districts, and

WHEREAS, as detailed in the attached memorandum from the City's Police Chief, the contracts with the Wyoming and Godfrey-Lee School Districts for School Resource Officers have been updated, now therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the contracts with the Wyoming and Godfrey-Lee School Districts and authorizes the City Manager to authorize future renewals of these contracts in accordance with budget authorization.

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 3rd day of October, 2011.

Attachments: Memorandum
Contracts

_____
Heidi A. Isakson
Wyoming City Clerk

Interdepartmental Correspondence

TO: **Curtis Holt – City Manager**

FROM: **Chief James E. Carmody**

DATE: September 28, 2011

SUBJECT: School Resource Officer Service Contracts

Administration

In 2007, the Wyoming Police Department entered into the self-assessment phase for International Accreditation, as a prelude to receiving accredited status through the Commission on Accreditation for Law Enforcement Agencies (CALEA). This effort to be recognized as an internationally accredited police department will soon come to completion in January of 2012, when we host our onsite assessment process.

Achieving accredited status is important to us from the standpoint of being recognized as one of nearly a thousand police agencies, out of nearly 18,000 police agencies across the U.S. and from four foreign countries, to receive this highly regarded status. To get there, we must comply with 464 professional police standards, as set forth by CALEA. Of particular concern are the standards that address contracted policing services, such as School Resource Officer (SRO) agreements.

In looking at our past SRO service contract agreements with both the Wyoming and Godfrey-Lee Public school districts, many of the required standards are only assumed, but were not articulated in the signed agreements. As a consequence, we have rewritten the service contracts.

This new version of the contract satisfies all of the CALEA standard requirements, and captures a number of issues that were only previously assumed in the past. Both of the school superintendents have reviewed the contracts and have agreed to sign them. The contracts have also been reviewed by our legal counsel, and have received his approval.

It is my recommendation that the contracts now be presented to the City Council for their review and approval of your signature, which will complete the contract process.

Chief James E. Carmody

cc: Capt. Schutter
Capt. Koster

HONOR - COURAGE - DUTY - TRUST

AGREEMENT FOR POLICE SERVICES
BETWEEN THE
CITY OF WYOMING POLICE DEPARTMENT
AND
WYOMING PUBLIC SCHOOL DISTRICT

Effective September 6, 2011

Expires June 8, 2012

ARTICLE I
AGREEMENT

This agreement is entered into by the City of Wyoming (herein referred to as the "City") on behalf of the City of Wyoming Police Department herein after referred to as the "Department") and the Wyoming Public School District (hereinafter referred to as the "School")

ARTICLE II
PURPOSE AND INTENT

The parties enter into this agreement with the purpose and intent of providing for the safe operation of Wyoming Public Schools.

ARTICLE III
SERVICES PROVIDED

The Department will provide a sworn police officer(s) to the School to perform the duties' of a School Resource Officer. (See "Exhibit A" attached.) The duties of he officer shall include those normal duties of a law enforcement officer in the State of Michigan and in accordance with the City of Wyoming Police Department's rules, standard operating procedures, and community policing practices.

It is understood that, at times, public safety issues and circumstances may cause the inability by the Department to provide services to the School. Should this occur the Department shall notify the School as soon as is practical.

ARTICLE IV
FINANCIAL AGREEMENT

The City will receive reimbursement from the School on an annual basis for services provided upon supplying an invoice. The invoice shall be sent to the Wyoming Public School District Administrative Office at the conclusion of the school year. For the purposes of this agreement, the school year is defined as that time period when school returns to session in the fall and the conclusion of school for summer recess. The rate of reimbursement shall be a rate that is agreed upon by the School and the Department as indicated by the attached cost summaries (Exhibits B and C).

Should it be necessary for either party to terminate this agreement prior to the completion of the school year, the School shall remunerate the City for the time of service provided prior to the conclusion of the agreement.

ARTICLE V
ASSIGNED PERSONNEL

The Department shall maintain control over the officer(s) assigned to the School. Such control includes:

1. Assignment of officers after consultation with School Administrators.

2. The assurance that all employment rights of personnel assigned under contract for law enforcement services are not abridged.

3. The requirement to follow all Department rules and regulations, and procedures.

ARTICLE VI
USE OF EQUIPMENT AND FACILITIES

The Department shall use Department equipment and facilities, as well as School equipment and facilities, as necessary to properly carry out the liaison function. As such, the Chief of Police and the Superintendent of Schools may attach operational addenda to this document after review and signature. This provision shall include those issues related to the continued national accreditation of the Department by the Commission on Accreditation of Law Enforcement Agencies (CALEA),

ARTICLE VII
INDEMNIFICATION

The School agrees to defend and indemnify the City, the Wyoming Police Department and any City Police Officer against any action arising out of the lawful performance of duty while providing police service to the School.

ARTICLE VIII
DURATION, MODIFICATION AND TERMINATION OF THE CONTRACT

The agreement between the parties shall continue until either party requests termination of the agreement. The request for termination shall be supplied, in writing, to the affected party, at least ninety (90) days prior to termination.

Modifications to the contract maybe made by mutual agreement between the parties at any time, provided that the parties sign an addendum indicating such change or provision.

For the City;

Jack A. Poll, Mayor

Heidi A. Isakson, City Clerk

Jack R. Sluiter, City Attorney

For the School

Thomas Reeder, Superintendent

EXHIBIT - A

Regular Duty Hours of School Resource Officers (SRO).

The SRO will be assigned to his/her school on a full-time basis of eight (8) hours, on those days and during those hours that school is in session. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Chief of the Wyoming Police Department.

Duties of SROs.

While on duty, the SRO shall perform the following duties:

1 Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal.

3. Conduct criminal investigations of violations of law on School property, which is initiated by the SRO or reported by school personnel per interagency agreement.

4. Provide school-based security and maintain the peace on School property.

5. Make arrests and referrals of criminal law violators.

6. Appear at City or County Prosecutor Office investigations, depositions, trials and sentencing.

7. Provide transport to the City holding facility/County jail when necessary.

8. Coordinate emergency medical service at the request of the principal or his/her designee.

9. Provide counseling to students on request of the Principal or his/her designee.

10. Secure, handle, and preserve evidence.

11. Recover school property through working with other police agencies.

12. Make referrals to social agencies.

13. Relay messages in emergencies (such as tornadoes. etc.).

14. Wear official police uniform, which shall be provided at the expense of the Department; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the Police Chief.

15. Perform such other duties as mutually agreed upon by the Principal and SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO program, as described by the Department, and so long as such duties are consistent with state and federal law and the policies and procedures of the Department.

16. Follow and conform to all School policies and procedures that do not conflict with the policies and procedures of the Department.

17. Maintain a "semester activities report" or such other report regarding his/her activities, as may be required by the School and/or the Department.

The WYPD or the SRO will provide the following support services:

1. Maintain and deliver evidence to laboratories and court.

2. Maintain and file uniform crime reporting records according to law.

3. Maintain a dispatch log with respect to calls for service. The dispatch log shall reflect the time a call is received, the time a call is dispatched. the officer's arrival time. the time the assignment is completed, and the geographical location of the incident.

4. Process all police reports.

5. Provide copies of all offense reports taken by SROs, to the Principal upon request, as the law allows.

6. Maintain a file on property reported lost and/or stolen. Provide each SRO with a patrol vehicle and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by WYPD.

7. Receive and dispatch complaints via telephone, walk-in and radios. Maintain copies of reports generated by officers in compliance with state and federal laws.

8. Maintain fingerprints and photographs of arrestees, in compliance with state and local laws.

9. Develop, implement, and evaluate security programs in the Schools assigned. Coordinate with School administrators, staff, law enforcement agencies, and courts to promote order on the School campus(es).

10. Coordinate, at the direction of the Principal, the scheduling of the WYPD personnel extracurricular activities, including such after-school activities, for which reimbursement is due, pursuant to the attached payment schedule addendum.

EXHIBIT - B

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT
2011-2012

COST SUMMARY

Salary (including affiliated benefit costs) for one (1) SRO:

Ryan Silvis (Base wage)	$66,357.00
Soc. Sec. Tax	5,076.00
Benefit Package (Medical, vacation etc.)	37,194.00
Workmen's Comp. Insurance	2,587.00
TOTAL wage and benefits	$111,214.00
School share based on 60%	$66,728.00

AGREEMENT FOR POLICE SERVICES
BETWEEN THE
CITY OF WYOMING POLICE DEPARTMENT
AND
GODFREY-LEE SCHOOL DISTRICT

Effective September 6, 2011

Expires June 8, 2012

ARTICLE I
AGREEMENT

This agreement is entered into by the City of Wyoming (herein referred to as the "City") on behalf of the City of Wyoming Police Department herein after referred to as the "Department") and the Godfrey-Lee School District (hereinafter referred to as the "School")

ARTICLE II
PURPOSE AND INTENT

The parties enter into this agreement with the purpose and intent of providing for the safe operation of the Godfrey-Lee Schools.

ARTICLE III
SERVICES PROVIDED

The Department will provide a sworn police officer(s) to the School to perform the duties' of a School Resource Officer. (See "Exhibit A" attached.) The duties of the officer shall include those normal duties of a law enforcement officer in the State of Michigan and in accordance with the City of Wyoming Police Department's rules, standard operating procedures, and community policing practices.

It is understood that, at times, public safety issues and circumstances may cause the inability by the Department to provide services to the School. Should this occur the Department shall notify the School as soon as is practical.

ARTICLE IV
FINANCIAL AGREEMENT

The City will receive reimbursement from the School on an annual basis for services provided upon supplying an invoice. The invoice shall be sent to the Godfrey-Lee School Administrative Office at the conclusion of the school year. For the purposes of this agreement, the school year is defined as that period of time when school returns to session in the fall and the conclusion of school for summer recess. The rate of reimbursement shall be a rate that is agreed upon by the School and the Department as indicated by the attached cost summaries (Exhibits B and C).

Should it be necessary for either party to terminate this agreement prior to the completion of the school year, the School shall remunerate the City for the time of service provided prior to the conclusion of the agreement.

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ASSIGNED PERSONNEL

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2. The assurance that all employment rights of personnel assigned under contract for law enforcement services are not abridged.

3. The requirement to follow all Department rules and regulations, and procedures.

ARTICLE VI
USE OF EQUIPMENT AND FACILITIES

The Department shall use Department equipment and facilities, as well as School equipment and facilities, as necessary to properly carry out the liaison function. As such, the Chief of Police and the Superintendent of Schools may attach operational addenda to this document after review and signature. This provision shall include those issues related to the continued national accreditation of the Department by the Commission on Accreditation of Law Enforcement Agencies (CALEA),

ARTICLE VII
INDEMNIFICATION

The School agrees to defend and indemnify the City, the Department and any City Police Officer against any action arising out of the lawful performance of duty while providing police service to the School.

ARTICLE VIII
DURATION, MODIFICATION AND TERMINATION OF THE CONTRACT

The agreement between the parties shall continue until either party requests termination of the agreement. The request for termination shall be supplied, in writing, to the affected party, at least ninety (90) days prior to termination.

Modifications to the contract maybe made by mutual agreement between the parties at any time, provided that the parties sign an addendum indicating such change or provision.

For the City;

Jack A. Poll, Mayor

Heidi A. Isakson, City Clerk

Jack R. Sluiter, City Attorney

For the School

David Britten, Superintendent

EXHIBIT - A

Regular Duty Hours of School Resource Officers (SRO).

The SRO will be assigned to his/her school on a full-time basis of eight (8) hours, on those days and during those hours, that school is in session. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Chief of the Wyoming Police Department.

Duties of SROs.

While on duty, the SRO shall perform the following duties:

1 Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal.

3. Conduct criminal investigations of violations of law on School property, which is initiated by the SRO or reported by school personnel per interagency agreement.

4. Provide school-based security and maintain the peace on School property.

5. Make arrests and referrals of criminal law violators.

6. Appear at City or County Prosecutor Office investigations, depositions, trials and sentencing.

7. Provide transport to the City holding facility/County jail when necessary.

8. Coordinate emergency medical service at the request of the principal or his/her designee.

9. Provide counseling to students on request of the Principal or his/her designee.

10. Secure, handle, and preserve evidence.

11. Recover school property through working with other police agencies.

12. Make referrals to social agencies.

13. Relay messages in emergencies (such as tornadoes. etc.).

14. Wear official police uniform, which shall be provided at the expense of the Department; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the Police Chief.

15. Perform such other duties as mutually agreed upon by the Principal and SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO program, as described by the Department, and so long as such duties are consistent with state and federal law and the policies and procedures of the Department.

16. Follow and conform to all School policies and procedures that do not conflict with the policies and procedures of the Department.

17. Maintain a "semester activities report" or such other report regarding his/her activities, as may be required by the School and/or the Department.

The WYPD or the SRO will provide the following support services:

1. Maintain and deliver evidence to laboratories and court.

2. Maintain and file uniform crime reporting records according to law.

3. Maintain a dispatch log with respect to calls for service. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the officer's arrival time, the time the assignment is completed, and the geographical location of the incident.

4. Process all police reports.

5. Provide copies of all offense reports taken by SROs, to the Principal upon request, as the law allows.

6. Maintain a file on property reported lost and/or stolen. Provide each SRO with a patrol vehicle and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by WYPD.

7. Receive and dispatch complaints via telephone, walk-in and radios. Maintain copies of reports generated by officers in compliance with state and federal laws.

8. Maintain fingerprints and photographs of arrestees, in compliance with state and local laws.

9. Develop, implement, and evaluate security programs in the Schools assigned. Coordinate with School administrators, staff, law enforcement agencies, and courts to promote order on the School campus(es).

10. Coordinate, at the direction of the Principal, the scheduling of the WYPD personnel extracurricular activities, including such after-school activities, for which reimbursement is due, pursuant to the attached payment schedule addendum.

EXHIBIT - B

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT
2011-2012

COST SUMMARY

Salary (including affiliated benefit costs) for one (1) SRO:

Chris DeBoer(Base wage)	$66,357.00
Soc. Sec. Tax	5,076.00
Benefit Package (Medical, vacation etc.)	37,194.00
Workmen's Comp. Insurance	2,587.00
TOTAL wage and benefits	$111,214.00
School share based on 60%	$66,728.00

EXHIBIT – C

POLICE/SCHOOL RESOURCE OFFICER AGREEMENT 2011-2012

Special Event Staffing

In the past, the Wyoming Police Department allowed for, what is described as, extra-duty police assignments. Extra-duty assignments involved the use of WYPD officers, in full uniform, to work in a security/crowd control capacity for some of the local schools. Although we have had requests to provide that same service to private entities, we have only allowed such employment for the schools.

However, even though the employees were being paid as an independent contractor, they still were a bona-fide representative of the WYPD and therefore subject to all of the rules that govern our liability regulations, police authority, policies and rules, and the Federal Fair Labor Standards Act. As we continually monitored this relationship, it has become increasingly apparent that we can no longer sustain this model of extra-duty employment. Therefore, we are proposing the following cost summary to provide for school event security.

It would be our intent to utilize the school resource officer in this capacity, however, if that officer is not available, or there is a need to assign more than one officer then the scheduling would be done through the WYPD, Field Operations Division, and in accordance with all applicable State, local or Federal regulations.

Minimum recommended staffing levels and billable hours.

FOOTBALL GAMES:	Two (2) WYPD Officers	Min/Max - 3 hours
BASKETBALL GAMES:	One (1) WYPD Officer	Min/Max - 3 hours
OTHER EVENTS:	Determined as needed, based on the event.	

Costs will be based on the actual overtime rate of each employee. Those costs may vary, based on the seniority of the employee. An itemized invoice will be sent to the school district office. This can be done after each event, or at the completion of the school year. There will be no additional charges beyond the three hours billed, nor will the WYPD charge for equipment or vehicle usage.

100311
Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE UPGRADE OF
MAINTENANCE SOFTWARE AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE SUPPORT AGREEMENT

WHEREAS, as detailed in the attached memorandum from the Drinking Water Plant Superintendent, the Utility Department recommends upgrading the maintenance software program (MP-2), and

WHEREAS, the total cost of the upgrade and 15 user licenses is $10,304.00, and

WHEREAS, it is recommended the City enter into an annual support agreement for the MP-2 software, the current cost is $2,060.80, and

WHEREAS, funds for upgrade and support agreement are available in the Water Fund account number 591-591-55300-806000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the upgrade of the MP-2 software and authorizes the Mayor and City Clerk to acknowledge acceptance of the maintenance agreement, and

BE IT FUTHER RESOLVED, that the Wyoming City Council does hereby authorize the City Manager to authorize acceptance of future maintenance agreements for this system in accordance with budget authorization.

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 3rd day of October, 2011.

Attachments: Memorandum
Purchase Agreement

_____
Heidi A. Isakson
Wyoming City Clerk

Memorandum

To: Curtis Holt, City Manager

From: Gerald Caron, Superintendent

Date: September 19, 2011

Re: Maintenance Software Upgrade

As you are aware, both the Drinking Water Plant and the Clean Water Plant are utilizing MP-2 which is a maintenance software program. This program enables our maintenance operations to keep track of both preventative and reactive maintenance including tracking time and materials for repairs.

Both facilities have had the program for many years, but the staff at the Clean Water Plant were first to get the program fully implemented. As a result they have upgraded their software several times compared to the software at the drinking water plant. The drinking water plant expansion has resulted in new facilities and new equipment to be maintained. This has created a renewed commitment to better utilizing the MP-2 software at the water plant including increasing the number of available licenses for end users.

With this in mind we asked the IT Department to help us evaluate alternatives to get both the Drinking Water Plant and the Clean Water Plant on the same version of MP-2. The intent is to make this software usable for anyone in the Utility Department, whether from maintenance, operations, or the management group. As a result of the IT investigation it was determined that the Drinking Water Plant needed to upgrade the software to the latest version being used by the Clean Water Plant. We will also need to purchase the support agreement on a yearly basis. The support agreement provides for free future upgrades of the program.

The cost to upgrade the Drinking Water Plant MP-2 program, including 15 user licenses, to the same level as the Clean Water Plant is $10,304.00. The annual support agreement for the upgrade costs $2,060.80 for a total cost of $12,364.80.

In conclusion**,** we are requesting authorization to purchase the upgraded MP-2 software, licenses, and support from INFOR as listed in the quote at a cost of $12,364.80. The IT Department has also endorsed this as the best approach to solve our maintenance software needs. Funding for this purchase is available in the Water Fund, account number 591-591-55300-806.000.

cc: Bill Dooley
Gail Sheppard

Purchase Agreement

This Agreement, including the end-user license agreement (the "EULA") and the attached proposal, contains the complete statement of the agreement of the parties regarding the subject matter and is intended to supercede all prior agreements, understandings or communications between the parties relating to the subject matter hereof. Orders for all products and support provided by Infor will be governed by the terms of this Agreement. No additional or conflicting terms expressed in a Customer purchase order, invoice or other similar form will vary the terms of this Agreement. Infor's delivery of product or services or any other action (other than written acceptance by a duly authorized officer of Infor) shall not constitute acceptance of such additional terms.

Software License
The license granted to Customer is governed by the terms of the EULA that ships with the software. Of course, a copy of the EULA is available for review in advance upon request. Shipping terms on all license orders are FOB shipping point.

Support Services
Infor offers Support Services for one year terms each. Infor may change or update, on prior notice to Customer, the conditions of Support Services offered effective as of the next Support Services term. Support Services fees are payable annually in advance, upon invoice with terms of net 15 days.

Please sign below to indicate acceptance of the attached proposal on behalf of City of Wyoming, MI - Water Plant ('Customer') and confirming your instruction to ship the software and/or to begin to schedule services as indicated.

Effective date of this Purchase Agreement: _____ (the "Purchase Agreement Date")

I. Software

	Part # (if applicable)	Software and/or Hardware	User Restriction* Quantity	Type	Support Add-on**
1	EMP-MP-ACS	MP2 Access	1	Server	
2	EMP-MP-ACS	MP2 Access - 1 Concurrent User	1	Concurrent Users	
3	EMP-MP-ACS	MP2 Access - Additional Concurrent Users	14	Concurrent Users	
		Total License Fee:			**10,304.00**
		Total Hardware Fee:			-

* If specified in the User Restriction field:

Server Software is licensed to a specific named (by model/serial #) server. A license is required for each server on which the application is installed.

Concurrent Users Quantity represents the maximum number of authorized users that may access the Software at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

** Selected option in addition to standard Support.

II. Support Services

Annual Support Fee 2,060.80

Initial Term of Support: Purchase Agreement Date through One Year From Purchase Agreement Date

Fee for the Initial Term of Support*:** 2,060.80

*** If the Initial Term is less than or more than 12 months, the Fee for Initial Term of Support represents a proportional amount of the Support Fee based on the anticipated Purchase Agreement Date. This fee may vary based on the actual Purchase Agreement Date.

Other Fees:

Year 2 Annual Support Fee - $2,183.60
Year 3 Annual Support Fee - $2,314.62

Total Amount Due (before applicable taxes): 12,364.80

Payment is due within Net 15 days of Purchase Agreement Date
All amounts are in US Dollars unless otherwise specified

Currency: US Dollar

Database: Access

Licensee Account ID: 95423

Sales Rep Name: -
Sales Rep ID: 0

Delivery Address
City of Wyoming, MI - Water Plant
1155-28th SW
Wyoming
MI, 49509

Contact Name: Paul Gerndt
Contact Title: IT
Phone Number: 616-530-7228
Email Address: paul.gerndt@wyomingmi.gov

Invoice Customer Legal Name: City of Wyoming, MI - Water Pl
1155-28th SW
Wyoming
MI, 49509

Contact Name: Paul Gerndt
Contact Title: IT
Phone Number: 616-530-7228
Email Address: paul.gerndt@wyomingmi.gov

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor Global Solutions (Michigan), Inc.

Signature

Typed or Printed Name

Title *Date*

For: City of Wyoming, MI - Water Plant

Signature

Typed or Printed Name

Title *Date*

100311
Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ACCEPTANCE OF PROPOSALS
FOR IMPROVEMENTS TO THE POLICE COMMUNICATIONS SYSTEMS

WHEREAS, as detailed in the attached memorandum, it is recommended improvements be made to the Police Department communication systems, and

WHEREAS, proposals were received from Radio Towers, Inc. in the amount of $6,848.40 and Communications Specialists, Inc. in the amount of $2,494.90 for the necessary work and were found to be acceptable, and

WHEREAS, the completion of the improvements will require the approval of the attached budget amendment, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize acceptance of the proposals from Radio Towers, Inc. and Communications Specialists, Inc. 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 regular session held on the 3rd day of October, 2011.

Attachments: Memorandum
Proposals
Budget Amendment

_____
Heidi A. Isakson
Wyoming City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: October 3, 2011 Budget Amendment No. 017

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate $9,350 of budgetary authority to fund Improvements to the Police Communications System per attached resolution.

Description/Account Code	Current	Increase	Decrease	Amended
General Fund				
Police - Communications - Capital Outlay - Equipment				
101-305-32500-987.000	$0	$9,350		$9,350
Fund Balance/Working Capital (Fund 101)			$ 9,350	

Recommended: _____ _____

Finance Director City Manager

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

Motion carried: _____ yeas, _____ nays

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

_____

City Clerk

Interdepartmental Correspondence

TO: **Chief Carmody**

FROM: **Captain Koster**

DATE: **August 23, 2011**

SUBJECT: **Microwave Project**

Administration

Chief Carmody,

While in the process of completing the microwave installation which is a critical component of our partnership with Grand Rapids dispatch, Communications Specialists have identified additional work that should be done to ensure the longevity of the new and existing equipment located at 2650 DeHoop. The recommendations are as follows:

1. Upgrade lightning grounding and feed line accessibility at the tower.

   In June of 2010, we experienced a lightning strike to our tower which caused significant damage ($5,872.34) and interrupted our communications capability. Since 2009, we have incurred a total of $18,860.09 in damages from lightning strikes. In order to prevent future occurrences, it is recommended that the grounding at the DeHoop site be upgraded.

   In addition, the system was configured thirty-plus years ago with the feed lines from the tower being routed through a vertical pipe which is fed into the ground. This configuration allows water to accumulate and access to the lines is limited. It should also be noted that the pipe is at capacity and there is no room for growth should we decide to install other equipment in the future (e.g., a microwave to another agency for data sharing).

   Communications Specialists is proposing that the cables be removed from the ground and re-routed into the radio room by cutting an access hole through the block wall. This will allow them to install an ice shield and additional grounding as well as provide them with better access when a diagnosis or repair is required. Most importantly, it will help to ensure the longevity of the equipment.

2. Removing equipment from individual cabinets and installing them into equipment racks.

   If approval for the first recommendation is granted and the microwave process is

complete, we will have additional control stations that were used as an interim solution to facilitate Grand Rapids PD dispatching on our frequencies. Should we decide to remove these control stations (which currently provide redundancy), they would be used to replace older control stations currently being used at 2650 DeHoop. It is important to note that these older control stations would have to be replaced sooner or later to comply with the pending narrowband requirements.

When making the changes described in the first recommendation, Communication Specialists recommends that they re-configure the equipment into a more simple, concise and easier-to-access design. This design would keep everything in order and off the floor.

Based on these recommendations and my own understanding and experience with our radio systems, I would like to respectfully request that these improvements be authorized. I have attached the corresponding quotes which total $9,343.30. Thank you for your consideration.

Respectfully Submitted,

Captain Kim Koster

READ AND APPROVED
9/15/2011

2

Radio Towers, Inc.
4138 S. Division Ave.
Grand Rapids, MI 49548
(616) 534-5770 FAX (616) 534-1475

QUOTE

Wyoming City Police Department
2300 DeHoop Ave.
Wyoming, MI 49509

Contact Name: Lt. Kim Koster
Phone #: 530-7323
Fax#:

Date: July 1, 2011

We are pleased to present the following quote for your approval:

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
		Upgrade lightning grounding and feedline accessability at		
		Wyoming Police Dept. tower.		
		Upgrade grounding as defined in Proposal 1.		
		Access hole to be cut through block wall into radio room.		
		Install ice bridge and cable entry ports from tower into radio		
		room.		
		Re-route cables from underground conduit to ice bridge;		
		ice bridge to be grounded.		
		Feedlines to be shortened and connectors re-terminated as		
		necessary.		
		Underground conduits to be sealed and/or capped.		

MATERIALS	$1361.00
TAX	Exempt
FREIGHT	
TRAVEL	$8.40
LABOR	$5479.00
TOTAL	$6848.40

Proposed by:_____
Jack Hill

Accepted by:_____

AARADIO.PUB

Prices valid for thirty (30) days from above date:

Communications Specialists, Inc.
4138 S. Division Ave.
Grand Rapids, MI 49548
(616) 534-5862 FAX: (616) 534-1475

QUOTE

City of Wyoming
Police Department
2300 DeHoop Avenue
Wyoming, MI 49509

Contact Name: Capt. Kim Kosters
Phone #:
Fax #:
Email address:

Date: June 30, 2011

We are pleased to present the following quote for your approval:

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
		Labor and Materials to remove equipment from cabinets		
		and reinstall equipment into equipment racks.		
2	OR-19-84-T2SDB	Equipment Racks	$248.00	$496.00
6	OR-604-00405	Equipment Shelves	$132.15	$792.90
2		4" Rack Panels	$25.00	$50.00
Lot		Miscellaneous Hardware	$25.00	$25.00
2	KEN-2512	Power Supply	$200.00	$400.00

SUBTOTAL	$1763.90
TAX	Exempt
LABOR	$731.00
TOTAL	$2494.90

Proposed by: Tim Jackson

Accepted by:

Prices valid for thirty (30) days from above date:

There is a 3% discount for cash with order.

saquote.PUB

100311
Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS, formal bids have been obtained on the below listed item, and

WHEREAS, the bids received have been reviewed and evaluated as per the attached memorandum, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby award the bid for the purchase of the listed item as recommended in the attached memorandum and summarized below:

	ITEM	RECOMMENDED BIDDER	COST
1.	Leaf Vacuum & Curb Nozzle	Bell Equipment	$32,200.00

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 3rd day of October, 2011.

Attachment: Memorandum

_____
Heidi A. Isakson
Wyoming City Clerk

MEMORANDUM

DATE: September 14, 2011

TO: Mayor and City Council

FROM: William D. Dooley, Director of Public Works

SUBJECT: Recommendation for Award of Bid for Leaf Vacuum

On Tuesday September 13, 2011 the City received two (2) bid responses for a Leaf Vacuum and Curb Nozzle. Both bidders met the bid specifications. Fourteen invitations to bid were sent to prospective bidders.

This equipment is used to remove leaves from city streets. The existing unit has been in service since 1983 and is in need of replacement.

The bids were submitted as follows:

Bell Equipment of Lake Orion MI	$32,200.00
ODB of Richmond VA	$33,141.13

Upon reviewing the bids, it is recommended the bid be awarded to the lowest bidder, Bell Equipment of Lake Orion, Michigan, in the amount of $32,200.00. Sufficient funds are available in the Motor Pool Capital Outlay Account 662-441-58500-985.000.

Attachment

XV6000

Belt Driven Leaf Collector

- **John Deere Diesel Engine**
  99HP turbo diesel
- **Belt Driven**
  prolongs engine and PTO life
- **38" Diameter Impeller**
  unsurpassed suction
- **Hydraulic Hose Boom**
  easier leaf vacuuming

99HP
John Deere
Diesel Engine

XTREME VAC

The Xtreme choice of professional landscapers and municipalities

www.xtremevac.com

XV6000 Belt Driven Leaf Collector Basic Specifications

Engine	John Deere 4045T water cooled 4 cylinder turbo diesel engine; 99 HP; 4.5 Liter (276 CID) with wet-sleeve engine liners.
Air Cleaner	Dry element with pre-cleaner.
Radiator	Pressurized, heavy duty. Trash style with 6-blade fan.
Radiator Screen	Constructed of ½" expanded flattened steel with steel mesh. Screen is bottom hinged to allow for cleaning without powering down the engine.
Engine Controls	Mounted in clear view and reachable with ease inside a hinged instrument panel. All gauges and engine wiring are connected to a state-of-the-art circuit board for easier and more reliable connections. Gauges include: Tachometer, hour meter, volt meter, fuel gauge and oil pressure gauge. All monitoring gauges have backlighting. Automatic safety shutdown for high temperature or low oil pressure with LED indicator lights.
Sheet Metal	Engine is covered by a custom sheet metal enclosure with a removable top without tools. The enclosure has front and rear access doors, which are louvered for proper air circulation and twist and turn latches. Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.
PTO	Heavy duty 13" automotive style PTO and clutch.
Drive Type	5 -groove Kevlar power band.
Trailer	One-piece construction, 1/4" formed steel plate.
Axle	3.5 inch rubber Torflex axle rated at 7,200 pounds with electric brakes.
Tires	ST235-85R16 radials mounted on steel white spoke rims and EZ lube hubs.
Tow Tongue	Telescoping tongue, adjustable. Constructed of 4" x 6" steel tubing.
Pintle Hook	Heavy duty pintle eye that is height adjustable without the use of tools.
Parking Jack	Heavy duty top wind jack with steel wheel.
Trailer Lighting	LED type stop/turn signals as well as clearance lights; rear of unit has an oval LED amber strobe light.
Battery Box	Lockable, located below trailer bed. Easily accessible.
Fenders	Steel rap around style that are bolted to the trailer frame.
Impeller	38" diameter with 6 gusseted blades constructed of 3/8" thick abrasive resistant T-1 steel with a Brinell hardness exceeding 400. Each blade is gusseted on the back side and welded to a 1/4" thick backing plate. Impeller blades are flat with serrated tips for increased wear. Impeller is secured to the shaft via a taper locking bushing. The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible. This makes for the strongest and longest lasting impeller on the market.
Impeller Shaft	2-15/16" diameter.
Impeller Bearings	Two 2-15/16" diameter double roller 4 bolt flange type bearings. The bearings have a dynamic load rating of 42,940 lbs and a static load rating of 53,960 lbs. Bearings are mounted on plates that allow them to be removed along with the impeller and shaft by removing only eight bolts.
Blower Housing	40 degree style for minimal resistance. Outer housing is constructed of 10 gauge welded steel, front and back plates are 7-gauge steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.
Liners	Slip-in style which require no bolts. Made of 1/4" abrasive resistant steel.
Suction Inlet	Located on curb side of unit.
Intake Hose	16" diameter x 120" long. Heavy duty wire reinforced 3/8" thick flexible rubber hose.
Exhaust Duct	Square duct extension of the 40 degree blower housing. Constructed of 12 gauge steel and centered directly over the tongue for a balanced unit.
Exhaust Hose	16" diameter x 48" long heavy duty wire reinforced 3/8" thick flexible rubber hose is connected to the exhaust duct.
Hose Boom	Hydraulically controlled with an electric operated hydraulic pump. Boom pivots on two 1.5" diameter two-bolt flange bearings for effortless movement. The boom pivots forward to lock into travel position. The hydraulic cylinder is 1.5" in diameter, with a minimum stroke of 12 inches.
Boom Controls	100% waterproof marine-style switch located on the intake hose nozzle.
Intake Nozzle	16" diameter nozzle with handle constructed of 12 gauge steel.
Fuel Tank	44 gallon capacity fuel tank manufactured of 1/4" thick roto-molded polyethylene, located under the trailer bed. Electric fuel gauge located in the instrument panel.
Tool Rack	Rake and tool rack capable of holding 5 tools.
Storage	Storage compartment with twist and turn latch.
Paint	All metal parts are thoroughly cleaned, primed, painted and dried separately. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables and grease fittings are not painted.
Options	• Hydraulic parking jack with caster wheel • Self-cleaning rotary radiator screen • Remote electric engine throttle with controls on the suction hose handle. • Fluid drive coupler in lieu of clutch and PTO. • 2 axis (up/dn & left/right) hydraulic hose boom with central hydraulic system • 3 axis (up/dn & left/right & in/out) hydraulic hose boom with central hydraulic system • Hydraulic curb nozzle attachment in lieu of suction hose

Maneuvering the hose boom is almost effortless because the boom is raised and lowered hydraulically using waterproof switches and the boom swivels side to side on two flange bearings.

Engine controls are connected via a state-of-the-art circuit board with circuit breakers. An electrical relay is used to prevent the electrical system from external loads. Gauges include: tachometer, hour meter, volt meter, oil pressure gauge and fuel gauge. All monitoring gauges are back lit.

The drive bearings assembly consists of two heavy duty four bolt flange bearings with double row, precision sherical roller bearings.

The PTO/Clutch is a heavy duty 13" automotive style assembly.

*Specifications subject to change at any time without notice

Sold and Serviced By:

XTREME VAC

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JRS/sak
9/6/11

ORDINANCE NO. 10-11

AN ORDINANCE TO AMEND ARTICLE XIX OF CHAPTER 90 TO THE CODE OF THE CITY OF WYOMING ENTITLED "OFF-STREET PARKING, LOADING, ACCESS AND CIRCULATION REQUIREMENTS"

THE CITY OF WYOMING ORDAINS.

Section 1. That Article XIX of Chapter 90, of the Code of the City of Wyoming is hereby amended to read as follows:

ARTICLE XIX. OFF-STREET PARKING, LOADING, ACCESS AND CIRCULATION REQUIREMENTS

Section 90-646 Off Street Parking Requirements

(1) Applicability of Parking Requirements. For all buildings and uses established after the effective date of this Ordinance, off-street parking shall be provided as required by this Article.

a. Whenever use of a building or lot is changed to another classification of use, off-street parking facilities shall be provided as required by this Article.

b. If the intensity of use of any building (other than a single-or two-family residence) or lot is increased, through the addition of floor area, increase in seating capacity, number of employees or other means, additional off-street parking shall be provided for such increase in intensity of use.

c. Off-street parking facilities in existence on the effective date of this Ordinance shall not be reduced below the requirements of this Article.

d. An area designated as required off-street parking shall not be changed to another use, unless equal facilities are provided elsewhere in accordance with the provisions of this Article.

(2) Location.

a. Off-street parking facilities required for all uses shall be located on the same lot or within three hundred (300) feet of the use(s) they are intended to serve, as measured from the nearest point of the parking facility to the nearest entry of the building(s) served.

b. Parking facilities shall be in the same zoning district as the use to be served, except as otherwise permitted in Section 90-646 (6).

(3) Shared/Common Parking

a. Two (2) or more buildings or uses may use a common parking facility; provided the total number of parking spaces is equal to the required number of spaces for all of the uses computed separately. Cumulative parking requirements for mixed-use developments or shared facilities may be reduced in conjunction with site plan approval where it can be determined that one or more of the factors listed in subsection (4) below apply.

b. Parking facilities dedicated to and on the same site as a place of worship may be used to meet not more than fifty percent (50%) of the off-street parking requirement for theaters, stadiums, and other places of public assembly, stores, office buildings and industrial establishments lying within three hundred (300) feet of the place of worship, provided that the other uses are not normally operating between the hours of 6:00 a.m. and 6:00 p.m. on Sundays and that the place of worship, through written agreement, makes the spaces available. A copy of this agreement shall be furnished to the City. Should the agreement be voided or expire for any reason, the uses utilizing the parking facility of the place of worship shall provide all required parking spaces in accordance with the requirements of this Article, or shall be in violation thereof.

(4) Modification of Parking Requirements. The parking space requirements may be reduced by no more than twenty-five (25) percent, as part of the site plan approval, based upon one (1) or more of the following conditions:

a. Shared parking by multiple uses where there will be a high proportion of multipurpose visits or where uses have peak parking demands during differing times of the day or days of the week. Pedestrian connections shall be maintained between the uses. For separate lots, they shall be adjacent to each other, with pedestrian and vehicular connections maintained between the lots. Shared parking agreements shall be filed with the City Planning Department after approval.

b. Expectation of walk-in trade due to sidewalk connections to adjacent residential neighborhoods or employment centers. In allowing a parking space reduction, the site design shall incorporate pedestrian connections to the site and on-site pedestrian circulation providing safe and convenient access to the building .

c. Availability of other forms of travel such as transit. To qualify, the site design must incorporate transit stops, pedestrian connections to nearby transit stops, or bicycle parking facilities, as applicable.

d. Where the applicant has provided a parking study, conducted by a qualified professional, that demonstrates that another standard would be more appropriate based on actual number of employees or expected level of customer traffic. Actual counts at a similar establishment provided by the applicant may also be acceptable.

e. A parking study may be required as part of site plan review to document that any one of the criteria a. through c. above would be met.

(5) Banked Parking.

a. Where a reduction in the number of parking spaces is not warranted but an applicant demonstrates that the parking requirements for a proposed use would be excessive, the site plan review authority may defer ("bank") some of the required parking. The site plan shall designate portions of the site for future construction of the required parking spaces. This banked area shall be maintained in a landscaped appearance and not be located within required greenbelts or parking lot setback areas and shall not be used for any other purpose.

b. The site plan shall show the area proposed to be banked, with all required site plan elements, but shall indicate with hatching, dashed lines, or other means the area to be banked. The site plan shall include parking space requirements, with the number of spaces required, number proposed at initial construction, and number of spaces banked.

c. Construction of part or all of the additional spaces designated for the banked parking area may be initiated by the owner or required by the City, based on parking needs or observation of parking deficiencies, and shall require administrative approval of an amended site plan.

(6) Parking lots serving adjacent commercial and industrial uses. A parking lot may be constructed in a different zoning district from the use being served, if approved by the Planning Commission. A parking lot constructed under this subsection must meet the following requirements:

a. The area proposed for the parking lot shall be contiguous to, or immediately across a street right-of-way from, the property containing the use to be served. This parking shall not be located across a major thoroughfare.

b. The proposed parking area shall be intended only to accommodate parking of passenger vehicles serving employees or customers of the use served. Outdoor storage of material or parking of equipment or vehicles other than passenger vehicles of employees or customers is prohibited.

c. The parking area shall retain the requirements of the zoning district in which it is located. No use, other than accessory parking, shall be permitted upon the lot that is not otherwise permitted in that zoning district.

d. The parking lot shall conform to the landscaping requirements of Sections 90-64. More extensive buffering or screening may be required during site plan review, if necessary, to protect adjacent uses, particularly if the lot is located within or adjacent to a Residential District.

(7) Required Off-Street Parking Spaces. The minimum number of required off-street parking spaces shall be provided and maintained on the premises or as otherwise allowed by this Article, on the basis of the following and the specific requirements of Table 90-646.

a. When units or measurements determining the number of required parking spaces result in a fraction over one-half (½), a full parking space shall be required.

b. In the case of a use not specifically mentioned, the requirement for off-street parking facilities for a specified use which is most similar shall apply, as determined by the City Planner.

c. Each twenty-four (24) inches of bench, pew or similar seating facilities shall be counted as one (1) seat.

d. Where parking requirements are based upon maximum seating or occupancy capacity, the capacity shall be as determined by the Building Code and the Fire Code.

e. In order to minimize excessive areas of pavement, which reduces aesthetics and contributes to high rates of storm water runoff, the minimum parking space requirements shall not be exceeded by more than twenty percent (20%), except as approved by the site plan approval authority. In granting additional spaces, the site plan approval authority shall determine that the parking is needed, based on documented evidence of use and demand provided by the applicant.

TABLE 90-646: REQUIRED MINIMUM NUMBER OF PARKING SPACES BY USE	
USE	NUMBER OF PARKING SPACES
Residential Uses	
Single and two-family dwellings	2 spaces for each dwelling unit.
Multiple-family residential dwellings	2 spaces for each dwelling unit.
Multiple-family residential dwellings in the DC, Downtown Center District	1.5 spaces for each dwelling unit.
Senior apartments and senior independent living	1 space for each unit, and 1 space for each employee. Should units revert to general occupancy, 2 spaces per unit shall be provided.
Manufactured home parks	2 for each manufactured home plus 1 for each employee of the manufactured home park. No motorized recreational vehicles shall be parked on individual home sites.
Dormitories or fraternities.	1 space for every 2 beds, plus 2 additional spaces for owner or employees.
Bed and breakfast dwellings	2 for the owner and operator and 1 for each leasable room.
Institutional Uses	
Auditorium, assembly halls, meeting rooms, theaters and similar places of assembly	1 space for every 3 seats based on maximum seating capacity in the main place of assembly therein.
Elementary and middle schools	1 for each 1 teacher, employee or administrator, in addition to the requirements of the auditorium
Nursing and convalescent homes	2 for every 3 beds or occupants and 1 space for each staff member or employee on the largest shift.
Hospitals and similar facilities for human care	1 for each 2 beds, plus 1 for each employee on the largest shift.

TABLE 90-646: REQUIRED MINIMUM NUMBER OF PARKING SPACES BY USE	
USE	NUMBER OF PARKING SPACES
Nursery schools and child care centers	1 for every 350 sq. ft. of gross floor area (GFA), plus 1 per employee. Sufficient area shall be designated for drop-off of children in a safe manner that will not result in traffic disruptions.
Places of worship	1 for every 3 seats in the main place of assembly or 1 for every 6 feet of pew.
High schools	1 for each 1 teacher, employee, or administrator, and 1 for every 10 students, in addition to the requirements of the auditorium.
Retail Uses	
Retail stores except as otherwise specified herein	1 for every 250 sq. ft. of gross floor area (GFA).
Multi-tenant shopping centers	1 for every 250 sq. ft. of retail gross floor area (GFA), plus the number of parking spaces required for restaurants.
Greenhouses and nurseries	1 for each 1 employee plus 1 for every 100 sq. ft of area devoted primarily to sales.
Animal grooming, training and boarding	1 for every 300 sq. ft. of gross floor area (GFA).
Furniture and appliance, household equipment, show-room of a plumber, decorator, electrician, hardware, wholesale and repair shop, or other similar uses	1 for every 800 sq. ft of gross floor area (GFA).
Grocery store/supermarket	1 for every 200 sq. ft of gross floor area (GFA).
Home improvement centers	1 for every 300 sq. ft of gross floor area (GFA).
Motor vehicle sales establishment, including automobiles, RV's, motorcycles, snowmobiles, ATV's and boats	1 for every 400 sq. ft of floor space of sales room and 1 for each automobile service stall, plus 1 for each employee.
Open air businesses, except as otherwise specified herein	1 for every 500 sq. ft of lot area for retail sales, uses and services.
Service Uses	
Motor vehicle service stations (gas stations)	1 for each employee, plus additional parking required for other uses within an automobile service station, such as the retail floor area, restaurants or automotive repair stalls. Each automobile fueling position shall count as one half (½) of a required space for the spaces required for other uses within an automobile service station.
Vehicle repair establishment, major or minor	2 for each service stall, plus 1 for each employee.

TABLE 90-646: REQUIRED MINIMUM NUMBER OF PARKING SPACES BY USE		
USE		NUMBER OF PARKING SPACES
Vehicle quick oil change		2 stacking spaces for each service stall, rack or pit plus 1 for each employee.
Vehicle wash	Self-service (coin operated)	4 spaces plus stacking spaces as required in Section 90-895.
	Full-service	4 spaces, plus 1 per employee, plus stacking spaces as required in Section 90-895.
Banks and other financial institutions		1 for each 200 sq. ft of gross floor area for the public, plus 3 for each walkup ATM. Drive-up windows shall be provided 4 stacking spaces for each window.
Beauty parlor or barber shop		3 parking spaces for each chair/station.
Dry cleaners		1 per 500 sq. ft of gross floor area
Laundromats		1 for each washer, plus 1 space for each employee.
Mortuary establishment, funeral home		1 for every 50 sq. ft. of assembly room or parlor floor space.
Motel, hotel or other commercial lodging establishment		0.75 for each unit, plus 1 for each employee. Spaces required for ancillary uses such as lounges, restaurants or conference areas shall be determined on the basis of the individual requirements for that use.
Restaurants, Bars and Clubs		
Standard sit-down restaurants		1 for each 100 sq. ft. of gross floor area (GFA).
Carry-out restaurant (with no or limited seating for eating on premises)		6 per service or counter station, plus 1 for each employee.
Drive-through restaurant		1 for every 50 sq. ft. of gross floor area (GFA), plus 10 stacking spaces for each food pickup window.
Bars, lounges, taverns, nightclubs (majority of sales consist of alcoholic beverages)		1 for every 3 persons allowed within the maximum occupancy load as established by the City fire and building codes.
Private clubs, lodge halls or banquet halls		1 for every 3 persons allowed within the maximum occupancy load as established by the City fire and building codes.
Recreation		
Athletic clubs, exercise establishments, health studios, sauna baths, martial art schools and other similar uses		1 for each 3 persons allowed within the maximum occupancy load as established by City fire and building codes, plus 1 per employee. In those instances where memberships are provided for, not less than 1 per each 5 memberships shall be provided plus 1 per employee or 1 for each 2 clothing lockers, plus 1 per employee, whichever is the larger.
Billiard parlors		1 for each 3 persons allowed within the maximum occupancy load as established by City building and fire codes or 1 for each 300 square feet of gross floor area (GFA), whichever is greater.

TABLE 90-646: REQUIRED MINIMUM NUMBER OF PARKING SPACES BY USE	
USE	NUMBER OF PARKING SPACES
Bowling alleys	5 for each bowling lane plus additional for accessory uses such as bars.
Indoor recreation establishments including gymnasiums, tennis courts and handball, roller or ice-skating rinks, exhibition halls, dance halls, and banquet halls	1 space for every 3 persons allowed within the maximum occupancy load as established by the City fire and building codes.
Golf courses, excepting miniature or "par-3"	6 for each 1 golf hole plus 1 for each employee plus additional for any bar or restaurant.
Miniature or "par-3" courses	3 for each 1 hole plus 1 for each employee.
Stadium, sports arenas, or similar place of outdoor assembly	1 for every 3 seats or 1 for every 6 feet of bench, plus 1 for each employee. For fields without spectator seating, there shall be a minimum of 30 spaces per field.
Offices	
Business offices, post offices or professional offices of lawyers, architects or similar professionals	1 for every 400 sq. ft. of gross floor area (GFA), but no less than 5 parking spaces.
Medical offices of doctors, dentists, veterinarians or similar professions	1 for every 200 sq. ft. of gross floor area (GFA).
Industrial Uses	
Industrial establishments, including manufacturing, research and testing laboratories, creameries, bottling works, printing, plumbing or electrical work-shops	1 for every 1½ employees in the largest working shift or 1 for every 2,000 sq. ft. of gross floor area (GFA), whichever is greater. Plus spaces for office use.
Warehouses and storage buildings	1 for each employee computed on the basis of the greatest number of persons employed at any one time during the day or night, or 1 for every 1,500 square feet of useable floor area (UFA), whichever is greater. Plus spaces for office use.
Mini warehouses/self-storage	Unobstructed parking area equal to 1 for every employee, plus parking for other uses on site such as truck rental, but no less than 5 spaces.
Truck terminal	1 automobile space for each employee plus 2 truck spaces of 10 by 70 feet for each truck berth or docking space.

Section 90-647. Off-Street Parking Facility Design

(1) Off-Street Parking Location and Setbacks

Off street parking lots shall meet the setback requirements of the zoning district in which they are located.

Off-street parking facilities required for single-and two-family dwellings shall be located on the same lot or parcel as the building they are intended to serve, and shall consist of a driveway and/or garage. All residential driveways shall provide a minimum width of at least eight (8) feet. Driveways must be paved and shall be set back at least one (1) foot from adjoining side lot lines. In the ER Estate Residential zone, portions of driveways located more than fifty (50) feet from the public street may be graveled. All parking spaces shall be paved and no more than one (1) parking space shall be located within the required front yard. Additions to existing single-and two-family dwellings shall not require the paving of an unpaved driveway.

(2) Parking Construction and Development. The construction of any parking lot shall require approval of a site plan in accordance with Section 48. Upon completion, the parking lot shall be inspected and approved by the Building Department before issuance of a certificate of occupancy.

a. All parking lots and vehicle and equipment storage areas shall be paved with an asphalt or concrete binder, and shall be graded and drained so as to dispose of surface water which might accumulate. Alternative paving materials, such as permeable/grass pavers or porous pavement, may be approved for overflow, seasonal or low use parking areas, based upon the review and recommendation of the City Engineer. For storage areas, a substitute for hard-surfaced pavement may be approved during site plan review upon a determination that there are no adverse effects on adjoining properties.

b. Surface water from parking areas shall be detained on site in accordance with the City of Wyoming Engineering Standards.

c. Parking space and aisle dimensions are in the following table. Angled parking between these ranges shall be to the nearest degree. All parking lots shall be striped and maintained showing individual parking bays and spaces, in accordance with the following minimum dimensions:

TABLE 90-647: PARKING SPACE AND AISLE DIMENSIONS				
	90°	60°	45°	Parallel
Space Width	9 ft.	9 ft.	9 ft.	8.5 ft.
Space Length	18 ft.	21 ft.	21 ft.	22 ft.
One Way Aisle Width	15 ft.	13 ft.	12 ft.	12 ft.
Two Way Aisle Width	24 ft.	24 ft.	20 ft.	20 ft.

d. Waiting/stacking spaces for drive through uses (such as banks, restaurants, car washes and oil change) shall be at least twenty four (24) feet long and ten (10) feet wide. Required stacking spaces shall not block customer parking spaces. Where the drive-through waiting lane provides for a single lane of five (5) or

more vehicles an escape lane shall be provided to allow vehicles to exit the waiting lane.

e. Adequate ingress and egress to the parking lot by means of clearly limited and defined drives shall be provided for vehicles in accordance with Section 90-138. All parking lots shall provide on-site circulation aisles and parking spaces shall be designed to not require vehicles to back into public right-of-way. Ingress and egress to a parking lot in a non-residential zoning district shall not be through a residential district, except in instances where access is provided by means of an alley that forms the boundary between a residential and non-residential district.

f. Off-street parking areas shall be landscaped in accordance with the requirements of Section 90-64.

(3) Parking Structures

a. Dimensional Requirements. Parking stall and driving aisles shall meet the minimum dimensional requirements of subsection (2) c., above.

b. Internal arrangement. Internal arrangement and design shall be approved by the City Engineer for appropriate grades, traffic circulation, aisle length, column spacing, ceiling height, exit stairwell and elevator location.

c. Access Points/Lanes. Storage areas for entering and exiting traffic should be long enough to minimize backups of traffic onto surrounding streets or within the garage.

d. Lighting and Security. Adequate lighting is necessary for the safe movement of vehicles and pedestrians and for the security of patrons and parked vehicles.

e. Location and Setback Requirements. Parking structures shall be set back the same distance as required for main buildings.

f. Architecture. Parking structures shall be architecturally compatible with the buildings they serve. Landscaping improvements may be required to screen the structure.

(4) Maintenance. All parking lots shall be maintained free of trash and debris. Surface, curbing, light fixtures and signage shall be maintained in good condition.

(5) Limitations on Use of Parking Lots.

a. It shall be unlawful for any person, firm, or corporation to use private property for vehicle parking without the express consent, authorization, or ratification of the owner, holder, occupant, lessee, agent or trustee of the property.

b. Off-street parking areas are intended only for temporary vehicle parking for public safety by keeping parked cars off the streets. Except when land is used as storage space in connection with the business of a repair or service garage, use of parking areas or open land is not permitted for the storage or parking of wrecked or junked cars, or for creating a junk yard or nuisance in the area.

c. Loading spaces as required in Section 90-648, and parking spaces required in Section 90-646 shall be considered separate and distinct requirements and shall be considered separate components on the proposed site plan. In no case shall one component be construed as meeting the requirements of the other required components.

d. Parking lots and loading areas shall not be used for the storage of trucks or trailers, except for uses approved for this in the Industrial Districts.

e. Parking lots accessory to uses other than licensed vehicle sales lots shall not be used for private sales of vehicles.

Section 90-648. Off-Street Loading Requirements

(1) Uses Requiring Loading Area. On the same premises with every building, structure or part thereof, erected and occupied for manufacturing, storage, warehouse, retails sales, consumer services or other uses similarly involving the receipt or distribution of vehicles, materials or merchandise, there shall be provided and maintained on the lot adequate space for standing, loading and unloading services in order to avoid undue interference with public use of the streets, alleys and parking spaces.

(2) Loading Area Requirements. Loading and unloading spaces, unless otherwise adequately provided for, shall be ten (10) feet by fifty (50) feet, with fifteen (15) foot height clearance, according to the following schedule:

TABLE 90-648: LOADING AREA REQUIREMENTS	
Useable Floor Area (UFA)	Minimum Truck Loading Spaces
0–2000 sq. ft.	None
2001–20,000 sq. ft.	1 space
20,001–100,000 sq. ft.	1 space plus 1 space for each 20,000 sq. ft .in excess of 20,000 sq. ft.
100,001–500,000 sq. ft.	5 spaces plus one 1 space for each 40,000 sq. ft. in excess of 100,000 sq. ft.
Over 500,000 sq. ft.	15 spaces plus 1 space for each 80,000 sq. ft. in excess of 500,000 square feet.

(3) Loading Deferment.

a. Where an applicant demonstrates that the loading requirements for a particular proposed use would be excessive, a parking lot plan can be administratively approved designating portions of required loading spaces and paving reserved for future use. Likewise, a loading deferment may be imposed upon a finding that the standard loading requirements would be initially excessive.

b. The approval shall include conditions under which the reserved loading areas must be provided.

c. Alterations to the deferred loading area to add loading spaces may be initiated by the owner or required by the City Planner, based on loading needs, and shall require the submission and approval of an amended site plan.

d. The City Planner may require the construction of additional loading within the deferred loading area if a change of use occurs for the building or property for which the deferred loading was approved.

(4) Orientation of Overhead Doors: Overhead doors for truck loading areas shall not face the front yard and shall be screened from view from a public street or an adjacent Residential District.

(5) Adjacency to Residential Districts: No loading space shall be located closer than 55 feet to any residential zoning district unless adjoining a public alley or located within a completely enclosed building or enclosed on all sides facing a residential zoning district by a solid masonry wall or ornamental fence five feet in height of a type approved by the Planning Commission.

Section 90-649. Driveway Access Management

(1) Purpose: The regulations of this section are designed to accomplish the following purposes:

a. Preserve the capacity of the City's major streets by limiting and controlling the number, location and design of access points and by requiring alternate means of access through shared driveways, service drives, and access via cross streets in certain locations.

b. Encourage efficient flow of traffic by minimizing the disruption and conflicts between through traffic and turning movements.

c. Improve safety and reduce the potential for crashes.

d. Avoid the proliferation of unnecessary curb cuts and driveways and, when the opportunities arise, eliminate or reconfigure existing access points that do not conform to the standards of this section.

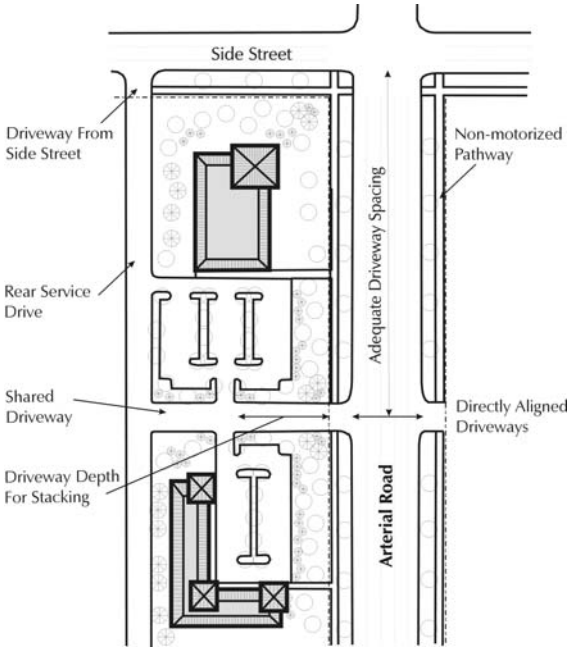

Figure 90-649-1: Driveway Types and Terms

e. Implement the recommendations of the *City of Wyoming Land Use Plan.*

f. Require longer frontages or wider minimum lot widths than required in underlying zoning districts to help achieve acceptable distances for separation of driveways.

g. Require coordinated access among adjacent lands where possible.

h. Avoid the need for unnecessary and costly reconstruction of roadways which disrupts business operations and traffic flow.
i. Ensure efficient access by emergency vehicles.
j. Improve safety for pedestrians and other non-motorized travelers by reducing the number of conflict points at access crossings.
k. Establish uniform standards to ensure fair and equal treatment among property owners.

(2) Driveway Location in General

g. The requirements of this section shall apply to all commercial / industrial driveways.

h. Driveways shall be located to minimize interference with the free movement of traffic, provide adequate sight distance, and provide the most favorable driveway grade.

i. Driveways, including the radii but not including right turn lanes, passing lanes and tapers, shall be located entirely within the right-of-way frontage, unless approved by the City Engineer and upon written agreement from the adjacent property owner agreeing to such encroachment.

j. In the case of expansion, alteration or redesign of an existing development where it can be demonstrated that pre-existing conditions prohibit adherence to the minimum standards of this Section, the City Engineer may modify these requirements. Modifications shall be the minimum necessary, but in no case shall spacing of full-access driveways be less than sixty (60) feet, measured centerline to centerline.

(3) Driveway Spacing Standards

Minimum spacing requirements between a proposed commercial / industrial driveway and an intersection, either adjacent or on the opposite side of the street, may be established on a case-by-case basis, but in no instance shall be less than the distances listed below. The following measurements are from the near edge of the proposed driveway, measured at the throat perpendicular to the street, to the near lane edge of the intersecting street or pavement edge for uncurbed sections.

TABLE 90-649-1: MINIMUM COMMERCIAL / INDUSTRIAL DRIVEWAY SPACING FROM STREET INTERSECTIONS (b)		
Location of Driveway	Minimum Spacing	
	Full Movement Driveway	Channelized Driveway Restricting Left Turns

TABLE 90-649-1: MINIMUM COMMERCIAL / INDUSTRIAL DRIVEWAY SPACING FROM STREET INTERSECTIONS (b)		
Location of Driveway	Minimum Spacing	
	Full Movement Driveway	Channelized Driveway Restricting Left Turns
Along Arterial roadway, intersecting with Arterial roadway	250 feet	125 feet
Along Arterial roadway, intersecting non-Arterial roadway	200 feet	125 feet
Along other Roads	75 feet	50 feet

b. For sites with insufficient street frontage to meet the above criterion, the driveway may be required to be located along a side street, shared with an adjacent property, constructed along the property line farthest from the intersection, or accessed from a service road.

c. Minimum spacing, between two (2) commercial / industrial driveways, measured from centerline to centerline, shall be determined based upon posted speed limits along the parcel frontage as indicated below.

TABLE 90-649-2: MINIMUM SPACING BETWEEN COMMERCIAL / INDUSTRIAL DRIVEWAYS		
Posted Speed (mph)	Driveway Spacing (in feet)[1]	
	Arterial Road	Other Roads
25	130	90
30	185	120
35	245	150
40	300	185
45	350	230
50 +	455	275

[1] Unless greater spacing is required by MDOT or required to meet other standards herein.

d. To reduce left-turn conflicts, new commercial / industrial driveways shall be aligned with those across the street, where possible. If alignment is not possible along arterial streets, driveways shall be offset from those on the opposite side of the street a minimum of one-hundred-fifty (150) feet. These standards may be reduced as part of site plan approval, based upon the recommendation of the City Engineer, on a case-by-case basis. Longer offsets may be required depending on the expected volumes of left-turns into the driveways.

(4) Number of Commercial / Industrial Driveways

a. The number of commercial / industrial driveways serving a property shall be the minimum necessary to provide reasonable access for traffic and emergency vehicles, while preserving traffic operations and safety along the public roadway.

b. Access shall be provided for each separately owned parcel. This access may be from an individual driveway, shared driveway or a service drive. The Planning Commission may permit additional driveways for property meeting the following requirements:

1. One (1) additional driveway for properties with a continuous frontage of over three-hundred (300) feet, and one (1) driveway for each additional three-hundred (300) feet of frontage.

2. A traffic impact study determines that additional access is justified without compromising traffic operations along the public street.

3. Two (2) one-way driveways may be permitted where the frontage is at least one-hundred-twenty-five (125) feet.

(5) Commercial / industrial Driveway Design

a. All commercial / industrial driveways shall be constructed according to the City of Wyoming or MDOT standards, as applicable. In commercial redevelopment areas, these standards shall be complied with to the maximum extent possible.

b. For high traffic generators, or for commercial / industrial driveways along streets experiencing or expected to experience congestion, two (2) egress lanes may be required.

c. For a boulevard entrance, a fully curbed island, at least one-hundred-eight (180) square feet in area, shall separate the ingress and egress lanes. The radii forming the edges on this island shall be designed to accommodate the largest vehicle that will normally use the driveway.

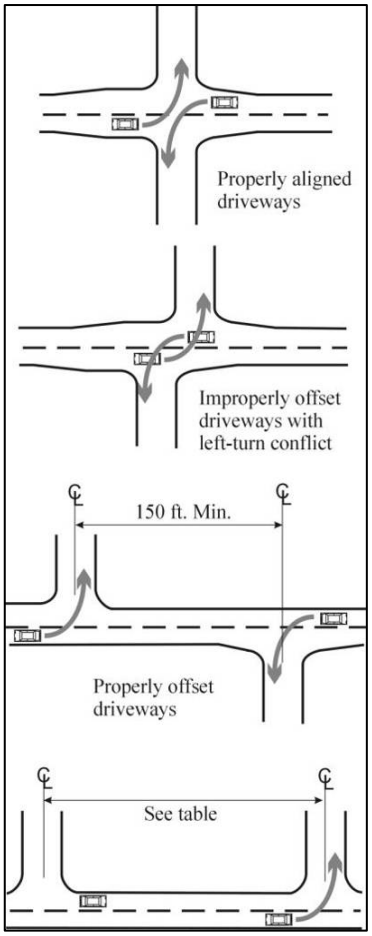

Figure 90-649-2: Driveway Alignments/Offsets

(6) Shared Driveways, Frontage Roads and Service Roads

a. The number of access points may be reduced where it is determined by the site plan review authority that there may be a beneficial effect on traffic operations and safety, while preserving the property owner's right to reasonable access. In this case, a shared commercial / industrial driveway, frontage road or rear service drive connecting two (2) or more properties or uses may be

required. Service roads may be required near existing traffic signals or near locations having potential for future signalization; along arterial roadways with high traffic volumes; and where a relatively high number of crashes or limited sight distances are found.

b. Shared commercial / industrial driveways and service roads shall be within a recorded access easement. A draft of the access easement shall be provided to the City Engineer for review prior to filing.

c. Service Road and Shared Driveway Design Standards

1. Location. Service roads shall generally be parallel or perpendicular to the front property line and may be in front of, adjacent to, or behind, principal buildings. The site plan review authority shall determine the most appropriate alignment, taking into account setbacks of existing buildings and anticipated traffic flow for the site and the corridor.

2. Access Easement. The service road shall be within an access easement permitting traffic circulation between properties. This easement shall be sixty (60) feet wide, except an access easement parallel to a public street right-of-way may be forty (40) feet wide, if approved by the City Engineer. The required width shall remain free and clear of obstructions, unless otherwise approved.

3. Construction and Materials. Service roads shall have a base, pavement and curb with gutter in accordance with the City Engineer requirements. The minimum required width of the service road shall be twenty-seven (27) feet, measured back to back of curb.

4. Parking. The service road is not intended as a parking maneuvering aisle. The site plan review authority may require the posting of "no parking" signs along the service road. Temporary parking may be permitted in the easement area where a continuous service road is not yet available, provided that the layout provides for the removal of the parking to allow extension of the service road.

5. Access to Service Road. All access to the service road shall be in accordance with the driveway spacing standards of this Section. The Planning Commission may allow additional driveways if recommended by the City Engineer.

6. Temporary Access. The site plan review authority, with concurrence of the City Engineer, may approve temporary access where a continuous service road is not yet available and a performance guarantee is provided to assure elimination of temporary access when the service road is continued. Building permits shall not be issued until the performance guarantee has been deposited with the City.

7. Elevation. The site plan shall indicate the proposed elevation of the service road at the property line. The City Engineer shall maintain a record of all service road elevations so that their grades can be coordinated.

8. Maintenance. Each property owner shall be responsible for maintenance of the easement and service drive across their frontage. The maintenance provisions shall be specified in the recorded access easement.

Section 2. This ordinance shall be in full force and effect on the 18th day of October, 2011.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 3rd day of October, 2011.

_____
Heidi A. Isakson
City Clerk

Ordinance No. 10-11

Wyoming Michigan

Planning & Development Department
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Web: www.wyomingmi.gov

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3RD WARD COUNCILMEMBER
Joanne M. Voorhees

CITY MANAGER
Curtis L. Holt

August 18, 2011

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Chapter 90 Article XIX pertaining to Parking, Loading, Access and Circulation.

Recommendation: To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at their regular meetings on June 21, July 19, and August 16, 2011. Staff had the following comments:

PREPOSED AMENDMENTS:

The attached amendments encompass three areas: parking, loading and access/circulation. The Zoning Code currently contains standards for parking and loading. These standards have not been thoroughly reviewed by the City in over three decades. The access/circulation provisions would be new to the Zoning Code. They have been combined with the parking and loading regulations due to compatibility. The following is a summary of the amendments for each of the subject areas:

PARKING:

In recent years, many developers have requested relief from City parking requirements. These have been in areas of reduced parking space sizes, number of spaces required, or banking of spaces until a demonstrated need is determined. These developments have included such prestigious facilities as Metro Health Hospital and Gordon Foods International Headquarters. As these requests became more frequent, it became apparent that the City should look at the entire parking requirements to assess their appropriateness. In addition, the City is looking to redevelop vacated or underutilized properties such as the Division Avenue and 28th Street corridors and the former GM Stamping Plant. It is reasonable for the City to take advantage of accepted nation-wide practices to both encourage and facilitate high quality developments. From the Development Review Team's perspective, the proposed parking amendments would accomplish the following:

- Allow developers to attain a high level of development on their properties without excessive parking standards
- Potentially reduce overall development costs, or allow transfer of parking costs to more aesthetic property treatments
- Parking spaces would be appropriately sized to be compatible of the majority of vehicles in use today and foreseen
- The number of parking spaces required by use is derived from currently accepted national development standards
- Aids developers obtaining LEED certification for their projects
- Shared use parking may be utilized where it can be demonstrated that peak parking demands are at differing times of the day or days of the week
- Potentially allows reduced parking by utilizing other forms of travel such as bus transit
- Allows banked parking which retains green space on properties, reduces development costs, reduces storm water run-off, and reduces heat build-up
- Limits the maximum number of parking spaces to that reasonably needed by the use to prevent large areas of rarely used paving
- Ensures that all parking facilities are reasonable for the proposed use so as to not detriment adjoining properties or the public streets
- Establishes standards for parking structures

In addition, attached is a table showing several of our current standards compared with the proposed parking amendments and provisions for the City's of Grand Rapids and Kentwood. This table helps validate the proposed City requirements as being appropriate within the region.

LOADING:

The proposed number of loading spaces by building area is the same as our current standards. It is also identical with the requirements for the City of Kentwood. The City of Grand Rapids allows smaller loading spaces and numbers, probably due to their more compact development pattern. The proposed amendments would allow an administrative loading area deferment when appropriate, or may require additional loading areas with a change of property use.

ACCESS AND CIRCULTION:

The City currently regulates driveway access management primarily through a negotiation process involving the Engineering Department's professional determinations and developer desires. The proposed amendments establish several minimum spacing requirements and overall design considerations to help guide

this process. The Engineering Department has thoroughly reviewed, and endorses, these provisions. They are derived from generally accepted traffic management practices. They will provide initial guidance to developers and their consultants. The provisions will help the City in negotiating driveway locations and when implemented, will reduce vehicle conflicts along the public streets, enhance traffic flow and management, improve overall public safety, and ensure fair and equal treatment to property owners. The Engineering Department would retain the ability to grant relief to specific spacing requirements on redevelopment projects where pre-existing conditions would prohibit compliance.

At the Planning Commission meetings on June 21, July 19, and August 16, 2011, discussions occurred regarding specific ordinance provisions and their appropriateness for Wyoming. Relatively minor, but important, revisions to the proposed ordinance occurred from these deliberations. With this final proposal, the Development Review Team suggested the Planning Commission recommend to the City Council the proposed Zoning Code Chapter 90 Article XIX amendments pertaining to Parking, Loading, Access and Circulation.

A motion was made by Woodruff, supported by Micele, to recommend to City Council the Zoning Code Chapter 90 Article XIX amendments pertaining to Parking, Loading, Access and Circulation as recommended by the DRT. After discussion, and without further amendments, the motion carried 7-1. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of June 21, July 19, and August 16, 2011.

Respectfully submitted,

Timothy Cochran, City Planner
Planning and Development Department

cc: Curtis Holt, City Manager
Rebecca Rynbrandt, Director of Community Services

SELECTED PARKING REQUIREMENTS FOR THE CITIES OF KENTWOOD, GRAND RAPIDS AND WYOMING

PLANNING DEPARTMENT – May 10, 2011

Table 1 Parking Space Size:

Parking Space	Kentwood	Grand Rapids	Wyoming Current	Wyoming Proposed
90 degree parking space minimum size	9' x 18'	8.5' x 18'	10' x 20' typically 9.5' x 20' (18' with overhang) in DC and PUD- 3 districts with 9' x 18' in auto plant redevelopment zone	9' x 18' minimum

Table 2 Parking Space by Use and Area:

Use	Kentwood	Grand Rapids	Wyoming Current	Wyoming Proposed
Multi Family	2 / du	1.5/ du	2 / du	2 / du
General Retail	4 / 1000 sf first 25,000 then 1/300 sf additional	3.33/ 1000 sf	5/1000 sf	4/1000 sf
Restaurant	1/50 sf	1.25/3 occupants From Building Code	1/100 s.f	1/100 sf sit down 1/50 sf drive through
Office	3.33/1000 sf	3/1000 sf	2.5/1000 sf	2.5/1000 sf
Medical Office	3/exam room plus 1/lab or recovery room	6/1000 sf	5/1000 sf	5/1000 sf
Industrial Production	1/2000 sf	1/3000 sf	1/1 ½ employees or 1/2000 sf (greater)	1/1 ½ employees or 1/2000 sf (greater)
Warehouse	1/1500 sf	2/employee	1/employee	1/employee or 1/1500 sf (greater)

Table 3 Parking Space Reduction:

Parking Relief	Kentwood	Grand Rapids	Wyoming Current	Wyoming Proposed
Shared Use Reduction	None – Cumulative use requirement	Yes- Mixed use coefficients	None – Cumulative use requirement	Limited to particular uses such as office/assembly
Banked Parking	Zoning Administrator authorized with proper validation	Planning Commission authorized only for Special Uses	None	Permitted with proper validation
Overall Reduction	None	Up to 50% reduction with public parking, transit, bicycle connectivity	Only in auto plant redevelopment zone	Up to 25% reduction with transit, proven parking study or shared uses

Notes: du refers to dwelling units
sf refers to square feet

ORDINANCE NO. 11-11

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS OF EQUAL STANDING WITH CERTAIN OUTSTANDING WATER SUPPLY SYSTEM REVENUE BONDS, TO PAY THE COST OF REFUNDING CERTAIN OF THE CITY'S WATER SUPPLY SYSTEM REVENUE BONDS AND TO PRESCRIBE THE FORM OF THE REFUNDING BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE SYSTEM AND THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM.

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Authorized Officers" means either the City Manager or Finance Director.

(c) "Bonds" mean the Series 2011 Bonds, the Outstanding Bonds and any additional Bonds of equal standing hereafter issued.

(d) "Bond Purchase Agreement" means the Bond Purchase Agreement relating to the purchase of the Series 2011 Bonds by and between the City and the Underwriter.

(e) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan.

(f) "Issuer" or "City" means the City of Wyoming, County of Kent, State of Michigan.

(g) "Mandatory Redemption Requirements" means the mandatory prior redemption requirements for Bonds that are term Bonds, if any, as specified in the Bond Purchase Agreement relating to the Refunding Bonds or in any subsequent ordinance in connection with the issuance of additional bonds.

(h) "Outstanding Bonds" means the Series 2002 Bonds, the Series 2003 Bonds, the Series 2005 Refunding Bonds, the Series 2005 Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008 Bonds, and the Series 2010 Refunding Bonds.

(i) "Outstanding Ordinances" means Chapter 31 of the City Code and Ordinance Nos. 22-03, 07-05, 15-05, 29-06, 08-07, 10-08 and 30-06 of the City.

(j) "Refunded Bonds" means all or a portion of the Series 2002 Bonds, as shall be finally determined pursuant to the Sale Order referred to herein, but preliminarily refers to those Series 2002 Bonds maturing in the years 2013 to 2023, inclusive.

(k) "Revenues" and "Net Revenues" mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues", the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(l) "Sale Order" means the Sale Order to be executed by one or more of the Authorized Officers of the Issuer respecting the sale of the Series 2011 Bonds.

(m) "Series 2002 Bonds" means the Issuer's Water Supply System Revenue Bonds, Series 2002, dated December 1, 2002, in the outstanding principal amount of Three Million Two Hundred Eighty Five Thousand Dollars ($3,285,000).

(n) "Series 2003 Bonds" means the Issuer's Water Supply System Revenue Bonds, Series 2003, dated December 1, 2003, in the outstanding principal amount of Seven Hundred Five Thousand Dollars ($705,000).

(o) "Series 2005 Refunding Bonds" means the Issuer's Water Supply System Revenue Refunding Bonds, Series 2005, dated June 7, 2005, in the outstanding principal amount of One Million Two Hundred Ten Thousand Dollars ($1,210,000).

(p) "Series 2005 Bonds" means the Issuer's Water Supply System Revenue Bonds, Series 2005, dated November 1, 2005, in the outstanding principal amount of Three Million Three Hundred Thousand Dollars ($3,300,000).

(q) "Series 2006 Bonds" means the Issuer's Water Supply System Revenue Bonds, Series 2006, dated December 1, 2006, in the outstanding principal amount of Four Million Five Hundred Thirty-Five Thousand Dollars ($4,535,000).

(r) "Series 2007 Bonds" means the Issuer's Water Supply System Revenue Bonds, Series 2007, dated March 1, 2007, in the outstanding principal amount of Twenty Five Million Three Hundred Seventy Thousand Dollars ($25,370,000).

(s) "Series 2008 Bonds" means the Issuer's Water Supply System Revenue Bonds, Series 2008, dated August 7, 2008, in the outstanding principal amount of Five Million One Hundred Five Thousand Dollars ($5,105,000).

(t) "Series 2010 Refunding Bonds" means the Issuer's Water Supply System Revenue Refunding Bonds, Series 2010, dated September 30, 2010, in the outstanding principal amount of Five Million Five Hundred Fifty-Five Thousand Dollars ($5,555,000).

(u) "Series 2011 Bonds" means the Water Supply System Revenue Refunding Bonds, Series 2011, of the Issuer authorized pursuant to this Ordinance.

(v) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds and the principal and redemption premium, if any, on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(w) "System" means the entire Water Supply System of the City as defined in the Outstanding Ordinances.

(x) "Transfer Agent" means The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan.

(y) "Underwriter" means Fifth Third Securities, Inc. as the purchaser of the Series 2011 Bonds.

Section 2. Necessity; Public Purpose; Estimated Cost. It is hereby determined to be a necessary public purpose of the Issuer to refund all or part of the Refunded Bonds. The estimated cost of refunding the Refunded Bonds, including legal and financing expenses, in an amount of not to exceed Three Million Four Hundred Thousand Dollars ($3,400,000), is hereby approved.

Section 3. Payment of Cost; Bonds Authorized. To pay the costs associated with the refunding of the Refunded Bonds, including legal, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2011 Bonds, the Issuer shall borrow the sum of not to exceed Three Million Four Hundred Thousand Dollars ($3,400,000), as finally determined in the Sale Order and issue the Series 2011 Bonds therefor pursuant to the provisions of Act 94. The remaining costs, if any, shall be defrayed from System funds on hand and legally available for such use, including moneys in the bond and interest redemption fund and bond reserve account established for the Refunded Bonds.

Section 4. Bond Details. The Series 2011 Bonds shall be designated WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2011, shall be payable solely and only out of the Net Revenues, as set forth more fully herein, shall consist of bonds of the denomination of $5,000, or integral multiples of $5,000 not exceeding in any one year the amount maturing in that year, dated as of the date of delivery or such other date as shall be determined in the Sale Order, numbered in order of authentication, and shall mature on June 1st in the years 2013 to 2022, inclusive, in such amounts as shall be determined in the Sale Order.

The Series 2011 Bonds shall bear interest at a rate or rates determined on the sale thereof, but in any event not exceeding 6% per annum, payable on June 1 and December 1 of each year, commencing June 1, 2012, or such other date as determined in the Sale Order, by check by check or draft mailed by the Transfer Agent to the person or entity which is, as of the 15th day of the month preceding the interest payment date, the registered owner at the registered address as shown on the registration books of the Issuer maintained by the Transfer Agent. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future. The principal of the Series 2011 Bonds shall be payable at the principal corporate trust office of the Transfer Agent

The Series 2011 Bonds may be subject to redemption prior to maturity as determined in the Sale Order.

Section 5. Execution of Bonds. The Series 2011 Bonds shall be executed in the name of the Issuer with the facsimile signatures of the Mayor and the City Clerk and shall have a facsimile of the Issuer's seal printed on them. No Bond shall be valid until authenticated by an authorized signer of the Transfer Agent. The Series 2011 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser thereof in accordance with instructions from the Finance Director of the Issuer upon payment of the purchase price for the Series 2011 Bonds in

accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

Section 6. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Bonds contained in Section 14 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. The Issuer shall give the Transfer Agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The Transfer Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Series 2011 Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Transfer Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, Bonds as hereinbefore provided.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bond, shall execute, and the Transfer Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Transfer Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Transfer Agent and, if this evidence is satisfactory to both and indemnity satisfactory to the Transfer Agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the Transfer Agent shall thereupon authenticate and deliver, a new Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Transfer Agent may pay the same without surrender thereof.

The Series 2011 Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any Authorized Officer of the City is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Series 2011 Bonds in book-entry-only form and to make such changes in the Bond form with the parameters of this ordinance as may be required to accomplish the foregoing.

Section 7. Payment of Series 2011 Bonds. The Series 2011 Bonds and the interest thereon shall be payable solely and only from the Net Revenues, and to secure such payment, there is hereby recognized a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory first lien referred to herein shall be of equal standing and priority with the City's Outstanding Bonds. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 8. Bondholders' Rights; Receiver. The holder or holders of the Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the security therefor.

Section 9. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the

collection of the rates shall be those in effect on the date hereof, as the same shall be increased from time to time.

Section 10. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 11. Fixing and Revising Rates. The rates presently in effect in the City are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. The rates shall be reviewed not less than once a year and shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 12. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Outstanding Ordinances shall be adjusted in such amounts, so that upon issuance of the Series 2011 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds, (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds, or (c) an amount equal to 10% of the principal amount of the Bonds. In the event that the amount in said Reserve Account is greater than such largest annual debt service requirement, such excess amount shall be transferred to the Bond and Interest Redemption Fund described herein. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from the moneys on hand in the System prior to or concurrently with the delivery of the Bonds so that the Bond Reserve Account is fully funded as of the delivery of the Bonds.

Section 13. Bond Proceeds; Escrow Fund. From the proceeds of the sale of the Series 2011 Bonds there shall be immediately deposited in the Redemption Fund an amount equal to the accrued interest and premium, if any, received on the delivery of the Series 2011 Bonds. Certain of the proceeds of the Series 2011 Bonds and, if deemed necessary or advisable by the Issuer, moneys on hand in the outstanding Bond Reserve Account shall be deposited in an escrow fund or funds (the “Escrow Fund") consisting of cash and investments in direct obligations of or obligations of the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing not redeemable at the option of the Issuer in amounts fully sufficient to pay the principal, interest and redemption premiums on all of the Refunded Bonds, which are to be refunded hereunder and shall be used only for such purposes. The Escrow Fund shall be

held by the Escrow Agent pursuant to an escrow agreement (the “Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to pay the principal of and interest on the Refunded Bonds when due and to call the Refunded Bonds for redemption on the first call date, as specified by the Issuer. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal, interest and redemption premiums on the Refunded Bonds when due at maturity or by call for redemption as required by the Sale Order. The remaining proceeds of the Series 2011 Bonds shall be used to pay the costs of issuance of the Series 2011 Bonds. Any proceeds in excess of the proceeds deposited in the Escrow Fund or required to pay costs of issuance shall be deposited in the Bond and Interest Redemption Fund and used to pay interest on the Series 2011 Bonds on the next available interest payment date. The City Manager and Finance Director are each authorized to negotiate an Escrow Agreement on behalf of the Issuer.

Section 14. Bond Form. The Series 2011 Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT

CITY OF WYOMING

WATER SUPPLY SYSTEM REVENUE REFUNDING BOND, SERIES 2011

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
	June 1, ____	_____, 2011	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The City of Wyoming, County of Kent, State of Michigan (the "Issuer"), for value received, hereby promises to pay, solely and only out of the hereinafter described Net Revenues of the Issuer's Water Supply System (hereinafter defined) the Principal Amount shown above in lawful money of the United States of America to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue shown above or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, payable on June 1, 2012, and semiannually thereafter. Principal of this bond is payable upon surrender of this bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan (the "Transfer Agent") or such other Transfer Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who is, as of the 15th day of the month preceding the interest payment date, the registered owner of record, at the registered address as shown on the registration books of the Issuer kept by the Transfer Agent. For prompt payment of principal and interest on this bond, the Issuer has irrevocably pledged the revenues of the Water Supply System of the Issuer (the "System"), including all appurtenances, extensions and improvements thereto, after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory first lien thereon is hereby recognized and created.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $3,400,000, issued pursuant to Chapter 31 of the Wyoming City Code and Ordinance Nos. 22-03, 07-05, 15-05, 29-06, 08-07, 10-08, 30-06 and ___ of the

Issuer, duly adopted by the City Council of the Issuer (the "Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying the cost of refunding certain of the Issuer's outstanding Water Supply System Revenue Bonds, Series 2002.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances. The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the Issuer's a) Water Supply System Revenue Bonds, Series 2002, b) Water Supply System Revenue Bonds, Series 2003, c) Water Supply System Revenue Refunding Bonds, Series 2005, d) Water Supply System Revenue Bonds, Series 2005, e) Water Supply System Revenue Bonds, Series 2006, f) Water Supply System Revenue Bonds, Series 2007, g) Water Supply System Revenue Bonds, Series 2008, and Water Supply System Revenue Refunding Bonds, Series 2010 (together, the "Outstanding Bonds").

Bonds of this issue maturing in the years 2013 to ____, inclusive, are not subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 maturing in the year ____ and thereafter may be redeemed at the option of the Issuer, in such order as the Issuer shall determine and within any maturity by lot, on any date on or after June 1, ____ at par and accrued interest to the date fixed for redemption.

[Insert any mandatory redemption provisions]

In case less than the full amount of an outstanding bond is called for redemption the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond or portion thereof shall be given by the Transfer Agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of $5,000 and any bond of a denomination of more than $5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by $5,000 and such bond may be redeemed in part. Notice of redemption for a bond redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to bond or portion thereof.

This bond is a self-liquidating bond and is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter debt limitation of the Issuer but is payable solely and only, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The Issuer has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest on and the principal of the bonds of this issue, the Outstanding Bonds and any additional bonds of equal standing as and when the same shall become due and payable, and to create and maintain a bond redemption fund (including a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances authorizing the bonds, and the Outstanding Bonds, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Wyoming, County of Kent, State of Michigan, by its City Council, has caused this bond to be executed with the facsimile signatures of its Mayor and its City Clerk and a facsimile of its corporate seal to be printed on this bond, all as of the Date of Original Issue.

CITY OF WYOMING

By: _____
Mayor

(Seal)

Countersigned:

_____
City Clerk

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Ordinances.

The Bank of New York Mellon Trust
Company, N.A.
Detroit, Michigan
Transfer Agent

By: _____
Authorized Signatory

Date of Registration: _____

Section 15. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Series 2011 Bonds and in pursuance of the forgoing is each authorized to exercise the authority and make the determinations pursuant to Sections 7a(1)(c)(i) and (v) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights, designation as qualified tax-exempt obligations and other matters within the parameters established by this Ordinance.

Section 16. Bond Purchase Agreement and Award; Authorization for Negotiated Sale. The Authorized Officers are each hereby authorized on behalf of the City to negotiate and execute a bond purchase agreement with the Underwriter, to execute a Sale Order evidencing the final terms for the Series 2011 Bonds, and to take all other necessary actions required to effectuate the sale, issuance and delivery of the Series 2011 Bonds, provided that the Underwriter's discount shall not exceed 0.8% of the Series 2011 Bonds, the true interest cost shall not exceed 3.5% per annum, and the net present value savings as a result of the refunding shall not be less than 3% , and also provided that the other terms of the Series 2011 Bonds are within the parameters authorized in this Ordinance.

The City has considered the option of selling the Series 2011 Bonds through a competitive sale and a negotiated sale and determines that a negotiated sale of the Series 2011 Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Series 2011 Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjust terms for the Series 2011 Bonds.

Section 17. Tax Covenant; Qualified Tax-Exempt Obligations. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2011 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2011 Bond proceeds and moneys deemed to be Series 2011 Bond proceeds. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

Section 18. Continuing Disclosure. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Series 2011 Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the City Manager and Finance Director are each hereby authorized to execute such undertaking prior to delivery of the Series 2011 Bonds.

Section 19. Appointment of Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for

the Bonds is hereby confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of the Underwriter and other parties and potential parties to the issuance of the Bonds. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C., as Bond Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Bonds or other available funds.

Section 20. Other Matters. The Authorized Officers are each authorized and directed to (a) approve the circulation of a preliminary official statement describing the Series 2011 Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Series 2011 Bonds; (c) apply for ratings on the Series 2011 Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Series 2011 Bonds.

Section 21. Savings Clause. The Outstanding Ordinances shall continue in effect, except as specifically supplemented or altered herein.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the ***Wyoming Advance*** a newspaper of general circulation in the City, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and City Clerk.

Section 24. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall immediately be effective upon its adoption.

Adopted and signed this 3rd day of October, 2011.

Signed: _____
Jack A. Poll, Mayor

Signed: _____
Heidi A. Isakson, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Wyoming, County of Kent, Michigan, at a Regular Meeting held on the 3rd day of October, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____
_____
and that the following Members were absent: _____.

I further certify that Member _____ moved adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance:
_____
and that the following Members voted against adoption of said Ordinance: _____
_____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and City Clerk.

_____
Heidi A. Isakson, City Clerk

Ordinance No. 11-11

$3,215,000
CITY OF WYOMING
COUNTY OF KENT, STATE OF MICHIGAN
WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2011

SAVINGS ANALYSIS - SERIES 2002

PRESENT VALUE ANALYSIS	Rate =	3.03%
Present Value of Refunded Bonds =		$3,415,790
Less Present Value of Refunding Bonds =		(3,215,002)
Gross Present Value Savings =		$200,789
Plus Excess Contingency =		(9)
Less Initial Transfer Amount =		(76,265)
Net Present Value Savings =		$124,515
% of Current Issue:		3.87%
% of Previous Issue:		4.06%

WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2011

Average Coupon:	3.05607%
Dated Date: 10/26/11	Net Interest Cost: 3.17266%
Delivery Date: 10/26/11	True Interest Cost: 3.16194%
Bond Years: 22,060.07	Arbitrage Yield: 3.02967%
Average Life: 6.862	Effective Interest Cost: 3.47268%

BONDS TO BE REFUNDED OR COVERED BY ESCROW

	Dated
WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2002	12/1/02

Bond Years: 22,985.00	Net Interest Cost: 4.55436%
Average Life: 7.49	True Interest Cost: 4.54551%

Tax Year	Fiscal Year Ended 6-30,	Interest Due Prior Dec 1	Interest Due Jun 1	Interest Rate	Principal Due Jun 1	Total P&I	Interest Due Prior Dec 1	Interest Due Jun 1	Interest Rate	Principal Due Jun 1	Total P&I	Annual Savings	Present Value of Annual Savings @ 3.0297%	* Net Actual Cumulative Savings
2011	2012	$0	$51,540	0.750%	$0	$51,540	$68,665	$68,665	4.125%	$0	$137,330	$85,790	$85,284	$9,516
2012	2013	43,150	43,150	1.200%	260,000	346,300	68,665	68,665	4.125%	225,000	362,330	16,030	15,647	25,546
2013	2014	41,590	41,590	1.550%	265,000	348,180	64,024	64,024	4.125%	225,000	353,049	4,869	4,817	30,414
2014	2015	39,536	39,536	1.800%	270,000	349,073	59,384	59,384	4.200%	235,000	353,768	4,695	4,483	35,109
2015	2016	37,106	37,106	2.200%	275,000	349,213	54,449	54,449	4.350%	245,000	353,898	4,685	4,309	39,794
2016	2017	34,081	34,081	2.450%	280,000	348,163	49,120	49,120	4.450%	260,000	358,240	10,078	8,709	49,872
2017	2018	30,651	30,651	2.700%	285,000	346,303	43,335	43,335	4.450%	275,000	361,670	15,368	12,760	65,239
2018	2019	26,804	26,804	3.000%	295,000	348,608	37,216	37,216	4.600%	290,000	364,433	15,825	12,719	81,064
2019	2020	22,379	22,379	3.200%	305,000	349,758	30,546	30,546	4.600%	305,000	366,093	16,335	12,709	97,399
2020	2021	17,499	17,499	3.400%	315,000	349,998	23,531	23,531	4.625%	320,000	367,063	17,065	12,856	114,464
2021	2022	12,144	12,144	3.550%	325,000	349,288	16,131	16,131	4.650%	335,000	367,263	17,975	13,114	132,439
2022	2023	6,375	6,375	3.750%	340,000	352,750	8,343	8,343	4.700%	355,000	371,685	18,935	13,381	151,374
2023	2024	0	0	0.000%	0	0	0	0	0.000%	0	0	0	0	151,374
2024	2025	0	0	0.000%	0	0	0	0	0.000%	0	0	0	0	151,374
		$311,315	$362,855		$3,215,000	$3,889,170	$523,409	$523,409		$3,070,000	$4,116,819	$227,648	$200,789	
											Less Issuer Contribution, Plus Excess Contingency:	(76,274)	(76,274)	prs/rjn
												$151,374	$124,515	

* Cumulative Savings Includes the Initial Transfer Amount $76,265.00
* Cumulative Savings Includes Excess Contingency: -$9.00

ORDINANCE NO. 12-11

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS OF EQUAL STANDING WITH CERTAIN OUTSTANDING SEWAGE DISPOSAL SYSTEM REVENUE BONDS, TO PAY THE COST OF REFUNDING CERTAIN OF THE CITY'S SEWAGE DISPOSAL SYSTEM REVENUE BONDS AND TO PRESCRIBE THE FORM OF THE REFUNDING BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE SYSTEM AND THE REFUNDING BONDS AND OUTSTANDING BONDS OF THE SYSTEM.

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Authorized Officers" means either the City Manager or Finance Director.

(c) "Bonds" mean the Series 2011 Bonds, the Outstanding Bonds and any additional Bonds of equal standing hereafter issued.

(d) "Bond Purchase Agreement" means the Bond Purchase Agreement relating to the purchase of the Series 2011 Bonds by and between the City and the Underwriter.

(e) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan.

(f) "Issuer" or "City" means the City of Wyoming, County of Kent, State of Michigan.

(g) "Mandatory Redemption Requirements" means the mandatory prior redemption requirements for Bonds that are term Bonds, if any, as specified in the Bond Purchase Agreement relating to the Refunding Bonds or in any subsequent ordinance in connection with the issuance of additional bonds.

(h) "Outstanding Bonds" means the Series 1999 Bonds, the Series 2002 Bonds, the Series 2003 Bonds, the Series 2005 Bonds, the Series 2005 Refunding Bonds, and the Series 2008 Bonds.

(i) "Outstanding Ordinances" means Ordinance Nos. 16-96, 7-99, 23-02, 21-03, 08-05, 14-05, 11-08 of the City.

(j) "Refunded Bonds" means all or a portion of the Series 1999 Bonds and the Series 2002 Bonds, as shall be finally determined pursuant to the Sale Order referred to herein, but preliminarily refers to those Series 1999 Bonds maturing in the years 2014 to 2019, inclusive, and to those Series 2002 Bonds maturing in the years 2013 to 2023, inclusive.

(k) "Revenues" and "Net Revenues" mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues", the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(l) "Sale Order" means the Sale Order to be executed by one or more of the Authorized Officers of the Issuer respecting the sale of the Series 2011 Bonds.

(m) "Series 1999 Bonds" means the Issuer's Sewage Disposal System Revenue Bonds, Series 1999, dated June 1, 1999, in the outstanding principal amount of Three Hundred Fifty Thousand Dollars ($350,000).

(n) "Series 2002 Bonds" means the Issuer's Sewage Disposal System Revenue Bonds, Series 2002, dated December 1, 2002, in the outstanding principal amount of Two Million Seven Hundred Thirty Thousand Dollars ($2,730,000).

(o) "Series 2003 Bonds" means the Issuer's Sewage Disposal System Revenue Bonds, Series 2003, dated December 1, 2003, in the outstanding principal amount of Four Hundred Fifteen Thousand Dollars ($415,000).

(p) "Series 2005 Refunding Bonds" means the Issuer's Sewage Disposal System Revenue Refunding Bonds, Series 2005, dated June 7, 2005, in the outstanding principal amount of Three Million Seven Hundred Fifteen Thousand Dollars ($3,715,000).

(q) "Series 2005 Bonds" means the Issuer's Sewage Disposal System Revenue Bonds, Series 2005, dated November 1, 2005, in the outstanding principal amount of Thirty Seven Million Eight Hundred Sixty-Five Thousand Dollars ($37,865,000).

(r) "Series 2008 Bonds" means the Issuer's Sewage Disposal System Revenue Bonds, Series 2008, dated August 7, 2008, in the outstanding principal amount of One Million Eight Hundred Seventy-Five Thousand Dollars ($1,875,000).

(s) "Series 2011 Bonds" means the Sewage Disposal System Revenue Refunding Bonds, Series 2011, of the Issuer authorized pursuant to this Ordinance.

(t) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds and the principal and redemption premium, if any, on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(u) "System" means the entire Sewage Disposal System of the City as defined in the Outstanding Ordinances.

(v) "Transfer Agent" means The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan.

(w) "Underwriter" means Fifth Third Securities, Inc. as the purchaser of the Series 2011 Bonds.

Section 2. Necessity; Public Purpose; Estimated Cost. It is hereby determined to be a necessary public purpose of the Issuer to refund all or part of the Refunded Bonds. The estimated cost of refunding the Refunded Bonds, including legal and financing expenses, in an amount of not to exceed Three Million Two Hundred Fifty Thousand Dollars ($3,250,000), is hereby approved.

Section 3. Payment of Cost; Bonds Authorized. To pay the costs associated with the refunding of the Refunded Bonds, including legal, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2011 Bonds, the Issuer shall borrow the sum of not to exceed Three Million Two Hundred Fifty Thousand Dollars ($3,250,000), as finally determined in the Sale Order and issue the Series 2011

Bonds therefor pursuant to the provisions of Act 94. The remaining costs, if any, shall be defrayed from System funds on hand and legally available for such use, including moneys in the bond and interest redemption fund and bond reserve account established for the Refunded Bonds.

Section 4. Bond Details. The Series 2011 Bonds shall be designated SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS, SERIES 2011, shall be payable solely and only out of the Net Revenues, as set forth more fully herein, shall consist of bonds of the denomination of $5,000, or integral multiples of $5,000 not exceeding in any one year the amount maturing in that year, dated as of the date of delivery or such other date as shall be determined in the Sale Order, numbered in order of authentication, and shall mature on June 1st in the years 2013 to 2023, inclusive, in such amounts as shall be determined in the Sale Order.

The Series 2011 Bonds shall bear interest at a rate or rates determined on the sale thereof, but in any event not exceed 6% per annum, payable on December 1 and June 1 of each year, commencing December 1, 2011, or such later date as determined in the Sale Order, by check by check or draft mailed by the Transfer Agent to the person or entity which is, as of the 15th day of the month preceding the interest payment date, the registered owner at the registered address as shown on the registration books of the Issuer maintained by the Transfer Agent. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future. The principal of the Series 2011 Bonds shall be payable at the principal corporate trust office of the Transfer Agent.

The Series 2011 Bonds may be subject to redemption prior to maturity as determined in the Sale Order.

Section 5. Execution of Bonds. The Series 2011 Bonds shall be executed in the name of the Issuer with the facsimile signatures of the Mayor and the City Clerk and shall have a facsimile of the Issuer's seal printed on them. No Bond shall be valid until authenticated by an authorized signer of the Transfer Agent. The Series 2011 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser thereof in accordance with instructions from the Finance Director of the Issuer upon payment of the purchase price for the Series 2011 Bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

Section 6. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal

amount. The Transfer Agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Bonds contained in Section 14 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. The Issuer shall give the Transfer Agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The Transfer Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Series 2011 Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Transfer Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, Bonds as hereinbefore provided.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bond, shall execute, and the Transfer Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Transfer Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Transfer Agent and, if this evidence is satisfactory to both and indemnity satisfactory to the Transfer Agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the Transfer Agent shall thereupon authenticate and deliver, a new Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Transfer Agent may pay the same without surrender thereof.

The Series 2011 Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any Authorized Officer of the City is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Series 2011 Bonds in book-entry-only form and to make such changes in the Bond form with the parameters of this ordinance as may be required to accomplish the foregoing.

Section 7. Payment of Series 2011 Bonds. The Series 2011 Bonds and the interest thereon shall be payable solely and only from the Net Revenues, and to secure such payment, there is hereby recognized a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or, until sufficient cash or

Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory first lien referred to herein shall be of equal standing and priority with the City's Outstanding Bonds. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

Section 8. Bondholders' Rights; Receiver. The holder or holders of the Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the security therefor.

Section 9. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date hereof, as the same shall be increased from time to time.

Section 10. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 11. Fixing and Revising Rates. The rates presently in effect in the City are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds as the same become due and payable, and the

maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. The rates shall be reviewed not less than once a year and shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 12. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Outstanding Ordinances shall be adjusted in such amounts, so that upon issuance of the Series 2011 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds, (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds, or (c) an amount equal to 10% of the principal amount of the Bonds. In the event that the amount in said Reserve Account is greater than such largest annual debt service requirement, such excess amount shall be transferred to the Bond and Interest Redemption Fund described herein. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from the moneys on hand in the System prior to or concurrently with the delivery of the Bonds so that the Bond Reserve Account is fully funded as of the delivery of the Bonds.

Section 13. Bond Proceeds; Escrow Fund. From the proceeds of the sale of the Series 2011 Bonds there shall be immediately deposited in the Redemption Fund an amount equal to the accrued interest and premium, if any, received on the delivery of the Series 2011 Bonds. Certain of the proceeds of the Series 2011 Bonds and, if deemed necessary or advisable by the Issuer, moneys on hand in the outstanding Bond Reserve Account shall be deposited in an escrow fund or funds (the “Escrow Fund") consisting of cash and investments in direct obligations of or obligations of the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing not redeemable at the option of the Issuer in amounts fully sufficient to pay the principal, interest and redemption premiums on all of the Refunded Bonds, which are to be refunded hereunder and shall be used only for such purposes. The Escrow Fund shall be held by the Escrow Agent pursuant to an escrow agreement (the “Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to pay the principal of and interest on the Refunded Bonds when due and to call the Refunded Bonds for redemption on the first call date, as specified by the Issuer. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal, interest and redemption premiums on the Refunded Bonds when due at maturity or by call for redemption as required by the Sale Order. The remaining proceeds of the Series 2011 Bonds shall be used to pay the costs of issuance of the Series 2011 Bonds. Any proceeds in excess of the proceeds deposited in the Escrow Fund or required to pay costs of issuance shall be deposited in the Bond and Interest Redemption Fund and used to pay interest on the Series 2011 Bonds on the next available interest payment date. The City

Manager and Finance Director are each authorized to negotiate an Escrow Agreement on behalf of the Issuer.

Section 14. Bond Form. The Series 2011 Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT

CITY OF WYOMING

SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BOND, SERIES 2011

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
	June 1, ____	_____, 2011	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The City of Wyoming, County of Kent, State of Michigan (the "Issuer"), for value received, hereby promises to pay, solely and only out of the hereinafter described Net Revenues of the Issuer's Sewage Disposal System (hereinafter defined) the Principal Amount shown above in lawful money of the United States of America to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue shown above or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, payable on December 1, 2011, and semiannually thereafter. Principal of this bond is payable upon surrender of this bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan (the "Transfer Agent") or such other Transfer Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who is, as of the 15th day of the month preceding the interest payment date, the registered owner of record, at the registered address as shown on the registration books of the Issuer kept by the Transfer Agent. For prompt payment of principal and interest on this bond, the Issuer has irrevocably pledged the revenues of the Sewage Disposal System of the Issuer (the "System"), including all appurtenances, extensions and improvements thereto, after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory first lien thereon is hereby recognized and created.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $_____, issued pursuant to Ordinance Nos. 16-96, 7-99, 23-02, 21-03, 08-05, 14-05, 11-08 and ___ of the Issuer, duly adopted by the City Council of

the Issuer (the "Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying the cost of refunding certain of the Issuer's outstanding Sewage Disposal System Revenue Bonds, Series 1999 and Sewage Disposal System Revenue Bonds, Series 2002.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances. The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the Issuer's a) Sewage Disposal System Revenue Bonds, Series 2002, b) Sewage Disposal System Revenue Bonds, Series 2003, c) Sewage Disposal System Revenue Refunding Bonds, Series 2005, d) Sewage Disposal System Revenue Bonds, Series 2005, and e) Sewage Disposal System Revenue Bonds, Series 2008 (together, the "Outstanding Bonds").

Bonds of this issue maturing in the years 2013 to ____, inclusive, are not subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 maturing in the year ____ and thereafter may be redeemed at the option of the Issuer, in such order as the Issuer shall determine and within any maturity by lot, on any date on or after June 1, ____ at par and accrued interest to the date fixed for redemption.

[Insert any mandatory redemption provisions]

In case less than the full amount of an outstanding bond is called for redemption the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond or portion thereof shall be given by the Transfer Agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of $5,000 and any bond of a denomination of more than $5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by $5,000 and such bond may be redeemed in part. Notice of redemption for a bond redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to bond or portion thereof.

This bond is a self-liquidating bond and is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter debt limitation of the Issuer but is payable solely and only, both as to principal

and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The Issuer has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest on and the principal of the bonds of this issue, the Outstanding Bonds and any additional bonds of equal standing as and when the same shall become due and payable, and to create and maintain a bond redemption fund (including a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the Issuer kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances authorizing the bonds, and the Outstanding Bonds, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Wyoming, County of Kent, State of Michigan, by its City Council, has caused this bond to be executed with the facsimile signatures of its Mayor and its City Clerk and a facsimile of its corporate seal to be printed on this bond, all as of the Date of Original Issue.

CITY OF WYOMING

By: _____
Mayor

(Seal)

Countersigned:

_____
City Clerk

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Ordinances.

The Bank of New York Mellon Trust
Company, N.A.
Detroit, Michigan
Transfer Agent

By: _____
Authorized Signatory

Date of Registration: _____

Section 15. Adjustment of Bond Terms. The Authorized Officers are each hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Series 2011 Bonds and in pursuance of the forgoing is each authorized to exercise the authority and make the determinations pursuant to Sections 7a(1)(c)(i) and (v) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights, designation as qualified tax-exempt obligations and other matters within the parameters established by this Ordinance.

Section 16. Bond Purchase Agreement and Award; Authorization for Negotiated Sale. The Authorized Officers are each hereby authorized on behalf of the City to negotiate and execute a bond purchase agreement with the Underwriter, to execute a Sale Order evidencing the final terms for the Series 2011 Bonds, and to take all other necessary actions required to effectuate the sale, issuance and delivery of the Series 2011 Bonds, provided that the Underwriter's discount shall not exceed 0.8% of the Series 2011 Bonds, the true interest cost shall not exceed 3.5% per annum, and the net present value savings as a result of the refunding shall not be less than 3%, and also provided that the other terms of the Series 2011 Bonds are within the parameters authorized in this Ordinance.

The City has considered the option of selling the Series 2011 Bonds through a competitive sale and a negotiated sale and determines that a negotiated sale of the Series 2011 Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Series 2011 Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjust terms for the Series 2011 Bonds.

Section 17. Tax Covenant; Qualified Tax-Exempt Obligations. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2011 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2011 Bond proceeds and moneys deemed to be Series 2011 Bond proceeds. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

Section 18. Continuing Disclosure. The City covenants to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Series 2011 Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the City Manager and Finance Director are each hereby authorized to execute such undertaking prior to delivery of the Series 2011 Bonds.

Section 19. Appointment of Bond Counsel. The appointment of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for

the Bonds is hereby confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of the Underwriter and other parties and potential parties to the issuance of the Bonds. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C., as Bond Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Bonds or other available funds.

Section 20. Other Matters. The Authorized Officers are each authorized and directed to (a) approve the circulation of a preliminary official statement describing the Series 2011 Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Series 2011 Bonds; (c) apply for ratings on the Series 2011 Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Series 2011 Bonds.

Section 21. Savings Clause. The Outstanding Ordinances shall continue in effect, except as specifically supplemented or altered herein.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the ***Wyoming Advance*** a newspaper of general circulation in the City, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and City Clerk.

Section 24. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall immediately be effective upon its adoption.

Adopted and signed this 3rd day of October, 2011.

Signed: _____
Jack A. Poll, Mayor

Signed: _____
Heidi A. Isakson, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Wyoming, County of Kent, Michigan, at a Regular Meeting held on the 3rd day of October, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____
_____
and that the following Members were absent: _____.

I further certify that Member _____ moved adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance:
_____
and that the following Members voted against adoption of said Ordinance: _____
_____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and City Clerk.

_____
Heidi A. Isakson, City Clerk

Ordinance No. 12-11

$3,050,000
CITY OF WYOMING
COUNTY OF KENT, STATE OF MICHIGAN
SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS, SERIES 2011

SAVINGS ANALYSIS - SERIES 1999 AND SERIES 2001

PRESENT VALUE ANALYSIS	Rate =	2.96%
Present Value of Refunded Bonds =		$3,248,009
Less Present Value of Refunding Bonds =		(3,050,001)
Gross Present Value Savings =		$198,008
Plus Excess Contingency =		2,419
Less Initial Transfer Amount =		(65,771)
Net Present Value Savings =		$134,656
% of Current Issue:		4.41%
% of Previous Issue:		4.63%

SEWAGE DISPOSAL SYSTEM REVENUE REFUNDING BONDS, SERIES 2011

		Average Coupon:	2.98142%
Dated Date:	10/30/11	Net Interest Cost:	3.10337%
Delivery Date:	10/30/11	True Interest Cost:	3.07913%
Bond Years:	20,007.64	Arbitrage Yield:	2.95556%
Average Life:	6.560	Effective Interest Cost:	3.42006%

BONDS TO BE REFUNDED OR COVERED BY ESCROW

				Dated
SEWAGE DISPOSAL SYSTEM REVENUE BONDS, SERIES 1999				6/1/99
SEWAGE DISPOSAL SYSTEM REVENUE BONDS, SERIES 2002				12/1/02
Bond Years:	20,980.00	Net Interest Cost:		4.57798%
Average Life:	7.21	True Interest Cost:		4.57295%

Tax Year	Fiscal Year Ended 6-30,	Interest Due Prior Dec 1	Interest Due Jun 1	Interest Rate	Principal Due Jun 1	Total P&I	Interest Due Prior Dec 1	Interest Due Jun 1	Interest Rate	Principal Due Jun 1	Total P&I	Annual Savings	Present Value of Annual Savings @ 2.9556%	* Net Actual Cumulative Savings
2011	2012	$0	$46,807	0.750%	$0	$46,807	$65,771	$65,771	various	$0	$131,543	$84,736	$84,246	$21,383
2012	2013	39,930	39,930	1.200%	230,000	309,860	65,771	65,771	various	180,000	311,543	1,683	1,971	23,066
2013	2014	38,550	38,550	1.550%	280,000	357,100	62,171	62,171	various	240,000	364,343	7,243	7,037	30,308
2014	2015	36,380	36,380	1.800%	285,000	357,760	56,964	56,964	various	255,000	368,928	11,168	10,326	41,476
2015	2016	33,815	33,815	2.200%	295,000	362,630	51,449	51,449	various	275,000	377,898	15,268	13,573	56,743
2016	2017	30,570	30,570	2.450%	300,000	361,140	45,236	45,236	various	285,000	375,473	14,333	12,350	71,076
2017	2018	26,895	26,895	2.700%	305,000	358,790	38,809	38,809	various	300,000	377,618	18,828	15,664	89,903
2018	2019	22,778	22,778	3.000%	315,000	360,555	31,799	31,799	various	310,000	373,598	13,043	10,547	102,946
2019	2020	18,053	18,053	3.200%	260,000	296,105	24,564	24,564	various	255,000	304,128	8,023	6,311	110,968
2020	2021	13,893	13,893	3.400%	270,000	297,785	18,699	18,699	various	265,000	302,398	4,613	3,535	115,581
2021	2022	9,303	9,303	3.550%	260,000	278,605	12,604	12,604	various	270,000	295,208	16,603	12,206	132,183
2022	2023	4,688	4,688	3.750%	250,000	259,375	6,394	6,394	various	275,000	287,788	28,413	20,243	160,596
2023	2024	0	0	0.000%	0	0	0	0	0.000%	0	0	0	0	160,596
2024	2025	0	0	0.000%	0	0	0	0	0.000%	0	0	0	0	160,596
		$274,853	$321,659		$3,050,000	$3,646,512	$480,230	$480,230		$2,910,000	$3,870,460	$223,948	$198,008	
											Less Issuer Contribution, Plus Excess Contingency:	(63,353)	(63,353)	RJN
												$160,596	$134,656	

* Cumulative Savings Includes the Initial Transfer Amount $65,771.25
* Cumulative Savings Includes Excess Contingency: $2,418.75