

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 20, 2013, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Wayne Ondersma, The Dock Ministries
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the May 6, 2013 regular meeting and the May 13, 2013 work session
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate for Middleton Printing, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
 1. Neuro-Endocrine-Immune Diseases Awareness Month
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - 1) Budget Amendment No. 43 – To Appropriate \$12,000 of Budgetary Authority to Provide Funding for Preliminary Engineering for the Upcoming Asset Management Project for Watermain Replacement in Wyoming Avenue
- 14) Consent Agenda**

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

 - a) To Appoint Michael E. Wright as a Member of the Community Development Committee for the City of Wyoming
- 15) Resolutions**
 - b) To Approve the Application of Middleton Printing, Inc. for an Industrial Facilities Exemption Certificate in the City of Wyoming for a New Facility and Authorizing the Mayor and City Clerk to Sign the IFT Agreement
 - c) General Appropriations Act: A Resolution to Adopt the Budget for the City of Wyoming for the Fiscal Year Ending June 30, 2014 and to Provide for the Amount to be Raised by Property Taxes

- d) To Approve the 2013-2014 Budget for the Wyoming Downtown Development Authority
- e) To Approve the Grand Valley Regional Biosolids Authority Budget for Fiscal Year 2013-14
- f) To Amend a Portion of the City of Wyoming Fee Schedule
- g) To Authorize the Mayor and City Clerk to Execute an Employment Agreement with the City Manager
- h) To Authorize the City Manager to Execute an Employment Agreement with the Director of Police and Fire Services
- i) To Adopt a Pay for Performance Compensation System for the Administrative Association
- j) To Establish the Annual Salary Supplement and Fringe Benefits for the Wyoming 62A District Court Judges and Update the City Council Policy Manual
- k) To Create a Governance Model for the Purposes of Establishing an Ambulance Consortium for Kent County's Community's
- l) To Approve Revisions to the Wyoming Rehabilitation Manual
- m) To Recognize the Buster Mathis Foundation as a Nonprofit Organization

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

- n) To Authorize the Mayor and City Clerk to Execute an Agreement with All City Management Services (ACMS) for Crossing Guard Services
- o) To Authorize West Shore Services, Inc. to Replace One Outdoor Warning Siren and Perform Necessary Upgrades to Narrowband the Entire Existing Civil Defense System
- p) To Authorize the Mayor and City Clerk to Execute Change Order No. 1 to the Nature Preserve – Bike Path Restoration Project
- q) To Authorize the Mayor and City Clerk to Execute an Agreement with the City of Kentwood for the Design and Preliminary Engineering of Division Avenue from 54th Street to 60th Street
- r) To Award the Bid for Watermain Replacement on Avon, Meyer and Wrenwood from 28th Street to Porter Street
- s) To Approve Change Order Number One for the Proposal to Upgrade the Security System at the Clean Water Plant
- t) To Authorize the Purchase of Nine Tablet Computers Complete with Accessories and Acceptance of a Quote for Software and Training (Budget Amendment No. 42)

17) Ordinances

- 6-13 To Add Division 6, Article IV to the Code of the City of Wyoming Entitled "Property Tax Exemptions" (LINC Community Revitalization) (FINAL READING)

18) Informational Material

- a) Flood Damage – FEMA Update

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

PROCLAMATION

NEURO-ENDOCRINE-IMMUNE DISEASES AWARENESS MONTH MAY 2013

WHEREAS, an estimated 20 million children and adults in the United States have neuro-endocrine-immune diseases (NEIDs); and,

WHEREAS, these conditions include chronic fatigue syndrome, fibromyalgia syndrome, chronic Lyme disease, Gulf War illness and multiple chemical sensitivity; and,

WHEREAS, based on national studies, nearly 2000 people in Wyoming suffer from these conditions; and,

WHEREAS, these complex illnesses disrupt many different body systems and organs, and strike women, men and children of all races and ages, and of all socioeconomic groups; and,

WHEREAS, it often takes an average of 3 to 7 years to receive a diagnosis for any of these disorders because most medical professionals do not receive adequate training for diagnosis of NEIDs;

NOW, THEREFORE, I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim May 2013, as

Neuro-endocrine-immune Diseases Awareness Month

in the City of Wyoming, and urge our citizens to support the search for a cure and assist those individuals and families who deal with these devastating diseases on a daily basis.

JACK A. POLL, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION TO APPOINT MICHAEL E. WRIGHT AS A MEMBER OF THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE CITY OF WYOMING

WHEREAS:

1. Michael E. Wright has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2014.
3. City Council wishes to appoint Michael E. Wright as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Michael E. Wright as a member of the Community Development Committee for the term ending June 30, 2014.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF MIDDLETON PRINTING, INC.
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING FOR A NEW FACILITY AND
AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE IFT AGREEMENT

WHEREAS:

1. The City established Industrial Development District Number 143, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 13091 on October 16, 1989.
2. Middleton Printing, Inc., has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to a new facility to be acquired and installed within Industrial Development District 143, with an estimated cost of \$350,000.00 for personal property to be located at 200 32nd Street SE.
3. Before acting on this application, the City Council held a public hearing on May 20, 2013, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on this application.
4. Construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before April 17, 2013, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. 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 SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding 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 application from Middleton Printing, Inc., for an Industrial Facilities Exemption Certificate, with respect to a new facility on the following described parcel of real property situated within Industrial Development District 293, to wit:

Address: 200 32nd Street SE, Wyoming, MI 49548

Parcel No.: 41-18-18-326-001

Legal Description:

LOT 7. KENT INDUSTRIAL CENTER

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of seven (7) years.
4. The Mayor and City Clerk are authorized to sign the IFT agreement with Middleton Printing, Inc.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT: Staff Memo
 IFT Agreement

Resolution No. _____

Staff Report

Date: 05/01/2013
Subject: Middleton Printing
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: May 6, 2013 City Council Meeting

Recommendation:

Staff recommends a seven (7) year IFT abatement be granted to Middleton Printing, Inc., based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

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

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

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

Discussion:

Middleton Printing has been operating and growing in the City of Wyoming for 53 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	200 32 nd Street SE Wyoming, MI 49548
Personal Property:	\$300,000.00
Real Property:	\$ 0.00
Estimated Jobs:	5 new jobs 9 retained jobs
Starting date of project:	June 2013

Middleton Printing seeks this abatement to expand the capacity of its operation in the City of Wyoming. In addition to the planned equipment purchase, the company seeks to hire an additional 5 employees to support its operations.

Budget Impact:

The estimated first year tax savings for Middleton Printing, which is located in the Godwin Public School District, is \$4,604.72.

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of May 20, 2013, pursuant to 1974 PA 198, as amended, MCL 207.552 *et seq.* (“Act 198”) between the City of Wyoming, a local governmental unit as defined in Act 198, the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Middleton Printing, Inc., a Michigan corporation, the address of which is 200 32nd Street SE, Wyoming, Michigan, 49548 (the “Company”).

RECITALS

- A. The Company applied for an Industrial Facilities Tax Abatement pursuant to Act 198 on the application a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- B. Following a public hearing on May 20, 2013, the City Council of the City adopted a resolution to approve the tax abatement for a period of seven (7) years conditional upon the parties entering into this Agreement (the “Abatement”) for the property located at 200 32nd Street SE, in the City (the “site of the Abatement”).
- C. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the tax abatement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree:

- 1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$350,000.00 in improvements to its property in the City and that at least five (5) new jobs will be created and at least nine (9) jobs will be retained as a result of that investment. The Company further pledges that those improvements will remain in place or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Abatement and the jobs created and maintained will remain in existence within the City for at least 2 years after the expiration of the term of the Abatement.
- 2. The City is relying upon and the Company agrees the City may rely upon the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
- 3. Beginning on December 31 of the year which is 2 years after the Abatement is granted (*i.e.*, 2015) and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained upon the project’s completion and the actual number of new jobs created.
 - (b) The number of employees at the time of the Application and the current number of employees.
 - (c) The estimated project cost stated in the Application and the actual project cost.
- 4. Upon receipt of the letter provided for in the preceding paragraph:
 - (a) The City may either:
 - (1) Apply the criteria in the City Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels and project costs as stated in the letter, or

(2) If the number of new jobs or the cost of the project is substantially below that stated in the application for reasons within the control of the Company, the City Council may recommend revocation of the Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Abatement as granted.

(a) If, at any time during the term of the Abatement or two years following the expiration or early termination of the Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations on the site of the Abatement, or the City determines that the company has discontinued or substantially curtailed its operations on the site of the Abatement, or the no longer employs on the Site of the Abatement the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City an amount equal to the total taxes abated by the City under the Abatement.

(b) In making any decision under the preceding subparagraph (a) the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation on the site of the Abatement; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor intentional, and the City has reasonably received the benefits anticipated from granting the Abatement.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

The parties have signed this Agreement as of the date first written above.

CITY OF WYOMING

MIDDLETON PRINTING, INC.

By: _____
Jack A. Poll, Mayor

By: _____
Steve Middleton, President

By: _____
Heidi A. Isakson, City Clerk

Date signed: _____, 2013

Date signed: _____, 2013

RESOLUTION NO. _____

**GENERAL APPROPRIATIONS ACT
A RESOLUTION TO ADOPT THE BUDGET FOR THE CITY OF WYOMING
FOR THE FISCAL YEAR ENDING JUNE 30, 2014 AND TO
PROVIDE FOR THE AMOUNT TO BE RAISED BY PROPERTY TAXES**

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED

1. As provided in Section 8.4 of the City Charter, and in conformity with Public Act 621 of 1978, the Uniform Budgeting and Accounting Act, that the budgets attached hereto and made a part hereof by reference are hereby considered and adopted, to be administered on a department level, with the exception of the Capital Improvement Fund, which will be administered on a project level, as the budgets of the City of Wyoming to cover the operations and expenditures thereof for the fiscal year ending June 30, 2014,
2. The amount necessary to be raised by taxation by the levy of 11.3873 mills for operations (0.2500 mills less than the base tax rate of 11.6373mills, as defined by Public Act 5 of 1982), and levy of .2700 mills for general debt on the taxable value of all real and personal property in the City be approved as follows:

<u>Levy</u>	<u>P.A. 5 Base Rate</u>	<u>Additional Rate</u>	<u>City Tax Rate</u>	<u>Headlee Limit</u>
Operations - Charter Levies	11.2373	- 0.2000	11.0373	11.7905
Operations - State Levies	<u>0.4000</u>	<u>-0.0500</u>	<u>0.3500</u>	<u>2.7890</u>
Total Operations	<u>11.6373</u>	<u>- 0.2500</u>	11.3873	<u>14.5795</u>
Debt Service				
Library Construction Bonds			<u>0.2700</u>	
Total Debt Service			<u>0.2700</u>	
Total Tax Rate			<u>11.6573</u>	

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes

 No

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

HEIDI A. ISAKSON, Wyoming City Clerk

ATTACHMENTS:

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

Resolution No. _____

STAFF REPORT

Date: May 13, 2013

Subject: Budget Changes

From: Timothy H. Smith, CPA, Finance Director

After the budget was presented at the Public Hearing was held on May 6, 2013, certain changes were made to the budget. The change represents the City's portion of anticipated State Revolving Fund loan payments on the City's share of the Holland Water Interconnect Project. The effect on the budgets is as follows:

Fund	Net Excess (Deficiency) as Originally Proposed	Change – Increase in Expenses	Net Excess (Deficiency) after Change
Water Fund	\$ (302,110)	\$ 207,880	\$ (509,990)

The attached summaries reflect this change.

City of Wyoming
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
Fiscal Year 2013 - 2014

	Fund Balance Beginning of Year	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund (Reduced Public Safety Millage)	\$ 12,923,116	\$ 28,893,510	\$ 30,850,970	\$ (1,957,460)	\$ 10,965,656
Major Streets	1,313,003	3,916,000	3,774,970	141,030	1,454,033
Local Streets	854,654	1,686,000	1,843,120	(157,120)	697,534
Public Safety -0.25 mills (1.25 to 1.00 mills)	225,804	1,867,000	2,092,710	(225,710)	94
Fire	100	1,398,800	1,398,800	-	100
Police	100	2,151,200	2,151,200	-	100
Parks & Recreation	1,345,384	3,378,830	3,334,630	44,200	1,389,584
Sidewalk +0.05 mills (0.15 to 0.20 mills)	36,630	374,600	323,590	51,010	87,640
Solid Waste Disposal -0.05 mills (0.40 to 0.35 mills)	628,976	657,900	650,600	7,300	636,276
Building Inspections	385,502	1,542,340	1,366,730	175,610	561,112
Community Development Block Grant	-	915,230	915,230	-	-
Drug Law Enforcement	26,323	100	-	100	26,423
Library	502,930	233,830	410,180	(176,350)	326,580
Debt Service + 0.02 mills (0.25 to 0.27 mills)	95,810	1,760,810	1,791,740	(30,930)	64,880
MTF Debt Service	-	733,640	733,640	-	-
Capital Improvement	2,366,785	4,338,300	5,000,730	(662,430)	1,704,355
Sewer Bond Reserve	4,754,240	18,000	-	18,000	4,772,240
Sewer Construction Reserve	1,361,330	65,000	1,360,000	(1,295,000)	66,330
Sewer	5,661,252	17,690,200	18,176,840	(486,640)	5,174,612
Sewer Total	11,776,822	17,773,200	19,536,840	(1,763,640)	10,013,182
Water	13,096,594	23,961,980	24,471,970	(509,990)	12,586,604
Water Construction Reserve	2,163,936	63,000	560,000	(497,000)	1,666,936
Water Bond Reserve	4,404,410	20,000	-	20,000	4,424,410
Water Total	19,664,940	24,044,980	25,031,970	(986,990)	18,677,950
Motor Pool	(2,241,795)	4,051,870	4,797,840	(745,970)	(2,987,765)
Less Depreciation	1,521,520	-	(1,267,600)	1,267,600	2,789,120
Motor Pool Depreciation Reserve	4,342,783	1,143,000	1,026,000	117,000	4,459,783
Motor Pool Total	3,622,508	5,194,870	4,556,240	638,630	4,261,138
Total	<u>\$ 55,769,387</u>	<u>\$ 100,861,140</u>	<u>\$ 105,763,890</u>	<u>\$ (4,902,750)</u>	<u>\$ 50,866,637</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 101 General Fund			
Revenue			
Taxes	\$ 9,897,500	\$ 9,678,570	\$ 9,606,100
Licenses and Permits	1,003,700	1,079,700	1,100,000
Federal Grants	997,980	830,060	425,760
State Grants	5,391,450	6,092,340	5,600,300
Contributions from Local Units	196,860	209,540	195,470
Charges for Service	3,752,470	3,737,320	3,945,070
Fines and Forfeitures	1,900,000	1,858,550	2,000,000
Interest and Rentals	352,760	352,260	300,600
Other Revenues	61,000	86,050	77,500
Other Financing Sources	6,236,100	7,053,650	5,642,710
Revenue Totals	<u>29,789,820</u>	<u>30,978,040</u>	<u>28,893,510</u>
Expenditures			
Personal Services	20,761,810	20,113,650	21,356,020
Supplies	626,990	613,450	516,650
Other Services and Charges	8,946,130	8,699,320	8,803,710
Capital Outlay	748,250	650,700	266,500
Transfers Out	(231,240)	(121,490)	(91,910)
Expenditure Totals	<u>30,851,940</u>	<u>29,955,630</u>	<u>30,850,970</u>
Fund Total: General Fund	(1,062,120)	1,022,410	(1,957,460)
Fund Balance, Beginning	<u>11,900,706</u>	<u>11,900,706</u>	<u>12,923,116</u>
Fund Balance, Ending	<u>\$ 10,838,586</u>	<u>\$ 12,923,116</u>	<u>\$ 10,965,656</u>
Tax Rate:			
Voter Approved	5.0000		5.0000
Headlee Authorized	4.6484		4.6484
Levied	4.6695		4.6695

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 110 Allocation Fund			
Revenue			
Other Financing Sources	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Personal Services	1,233,170	1,222,510	1,303,770
Supplies	8,300	7,900	9,950
Other Services and Charges	130,930	132,190	143,390
Capital Outlay	32,700	17,030	15,000
Transfers Out	(1,405,100)	(1,379,630)	(1,472,110)
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total: Allocation Fund	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 202 Major Streets Fund			
Revenue			
Licenses and Permits	\$ 235,000	\$ 235,000	\$ 230,000
State Grants	3,630,000	3,650,000	3,650,000
Interest and Rentals	2,000	4,000	3,500
Other Revenues	30,000	40,000	32,500
Revenue Totals	<u>3,897,000</u>	<u>3,929,000</u>	<u>3,916,000</u>
Expenditures			
Personal Services	1,120,830	1,099,810	1,052,330
Supplies	450,950	480,350	485,100
Other Services and Charges	1,139,730	1,103,700	1,087,540
Capital Outlay	29,000	807,000	600,000
Transfers Out	450,000	450,000	550,000
Expenditure Totals	<u>3,190,510</u>	<u>3,940,860</u>	<u>3,774,970</u>
Fund Total: Major Streets Fund	706,490	(11,860)	141,030
Fund Balance, Beginning	<u>1,324,863</u>	<u>1,324,863</u>	<u>1,313,003</u>
Fund Balance, Ending	<u>\$ 2,031,353</u>	<u>\$ 1,313,003</u>	<u>\$ 1,454,033</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 203 Local Streets Fund			
Revenue			
Licenses and Permits	\$ 30,000	\$ 22,000	\$ 20,000
State Grants	1,100,000	1,100,000	1,100,000
Interest and Rentals	3,000	6,000	3,000
Other Revenues	6,000	16,260	13,000
Other Financing Sources	450,000	450,000	550,000
Revenue Totals	<u>1,589,000</u>	<u>1,594,260</u>	<u>1,686,000</u>
Expenditures			
Personal Services	605,730	638,960	559,030
Supplies	149,000	149,000	167,500
Other Services and Charges	674,190	647,540	616,590
Capital Outlay	62,000	300,000	500,000
Expenditure Totals	<u>1,490,920</u>	<u>1,735,500</u>	<u>1,843,120</u>
Fund Total: Local Streets Fund	98,080	(141,240)	(157,120)
Fund Balance, Beginning	<u>995,894</u>	<u>995,894</u>	<u>854,654</u>
Fund Balance, Ending	<u>\$ 1,093,974</u>	<u>\$ 854,654</u>	<u>\$ 697,534</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 205 Public Safety Fund			
Revenue			
Taxes	\$ 2,391,000	\$ 2,346,630	\$ 1,858,800
Interest and Rentals	10,000	8,100	8,200
Revenue Totals	<u>2,401,000</u>	<u>2,354,730</u>	<u>1,867,000</u>
Expenditures			
Transfers Out	<u>2,401,000</u>	<u>3,356,980</u>	<u>2,092,710</u>
Expenditure Totals	<u>2,401,000</u>	<u>3,356,980</u>	<u>2,092,710</u>
Fund Total: Public Safety Fund	-	(1,002,250)	(225,710)
Fund Balance, Beginning	<u>1,228,054</u>	<u>1,228,054</u>	<u>225,804</u>
Fund Balance, Ending	<u>\$ 1,228,054</u>	<u>\$ 225,804</u>	<u>\$ 94</u>
Tax Rate:			
Voter Approved	1.2500		1.2500
Headlee Authorized	1.2500		1.2500
Levied	1.2500		1.0000

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 206 Fire Fund			
Revenue			
Taxes	\$ 1,434,600	\$ 1,385,740	\$ 1,398,400
Interest and Rentals	2,000	600	400
Revenue Totals	<u>1,436,600</u>	<u>1,386,340</u>	<u>1,398,800</u>
Expenditures			
Transfers Out	<u>1,436,600</u>	<u>1,386,340</u>	<u>1,398,800</u>
Expenditure Totals	<u>1,436,600</u>	<u>1,386,340</u>	<u>1,398,800</u>
Fund Total: Fire Fund	-	-	-
Fund Balance, Beginning	<u>100</u>	<u>100</u>	<u>100</u>
Fund Balance, Ending	<u>\$ 100</u>	<u>\$ 100</u>	<u>\$ 100</u>
Tax Rate:			
Voter Approved	0.7500		0.7500
Headlee Authorized	0.7466		0.7466
Levied	0.7500		0.7500

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 207 Police Fund			
Revenue			
Taxes	\$ 2,391,000	\$ 2,309,630	\$ 2,150,700
Interest and Rentals	3,500	700	500
Revenue Totals	<u>2,394,500</u>	<u>2,310,330</u>	<u>2,151,200</u>
Expenditures			
Transfers Out	<u>2,394,500</u>	<u>2,310,330</u>	<u>2,151,200</u>
Expenditure Totals	<u>2,394,500</u>	<u>2,310,330</u>	<u>2,151,200</u>
Fund Total: Police Fund	-	-	-
Fund Balance, Beginning	<u>100</u>	<u>100</u>	<u>100</u>
Fund Balance, Ending	<u>\$ 100</u>	<u>\$ 100</u>	<u>\$ 100</u>
Tax Rate:			
Voter Approved	1.2500		1.2500
Headlee Authorized	1.2443		1.2443
Levied	1.2500		1.2500

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 208 Parks and Recreation Fund			
Revenue			
Taxes	\$ 2,869,200	\$ 2,771,480	\$ 2,797,000
Federal Grants	937,615	947,970	189,810
Contributions from Local Units	198,570	198,570	85,020
Charges for Service	251,070	251,370	249,670
Interest and Rentals	27,300	19,500	21,630
Other Revenues	59,050	61,560	35,700
Revenue Totals	<u>4,342,805</u>	<u>4,250,450</u>	<u>3,378,830</u>
Expenditures			
Personal Services	2,826,330	2,526,930	2,020,620
Supplies	153,010	149,670	119,370
Other Services and Charges	1,377,585	1,330,590	1,175,640
Capital Outlay	166,500	154,070	19,000
Expenditure Totals	<u>4,523,425</u>	<u>4,161,260</u>	<u>3,334,630</u>
Fund Total: Parks and Recreation Fund	(180,620)	89,190	44,200
Fund Balance, Beginning	<u>1,256,194</u>	<u>1,256,194</u>	<u>1,345,384</u>
Fund Balance, Ending	<u>\$ 1,075,574</u>	<u>\$ 1,345,384</u>	<u>\$ 1,389,584</u>
Tax Rate:			
Voter Approved	1.5000		1.5000
Headlee Authorized	1.4932		1.4932
Levied	1.5000		1.5000

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 211 Sidewalk Fund			
Revenue			
Taxes	\$ 287,000	\$ 282,740	\$ 374,100
Interest and Rentals	1,700	600	500
Revenue Totals	<u>288,700</u>	<u>283,340</u>	<u>374,600</u>
Expenditures			
Other Services and Charges	<u>307,900</u>	<u>294,900</u>	<u>323,590</u>
Expenditure Totals	<u>307,900</u>	<u>294,900</u>	<u>323,590</u>
Fund Total: Sidewalk Fund	(19,200)	(11,560)	51,010
Fund Balance, Beginning	<u>48,190</u>	<u>48,190</u>	<u>36,630</u>
Fund Balance, Ending	<u><u>\$ 28,990</u></u>	<u><u>\$ 36,630</u></u>	<u><u>\$ 87,640</u></u>
Tax Rate:			
Voter Approved	0.2000		0.2000
Headlee Authorized	0.1859		0.1859
Levied	0.1500		0.2000

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 230 Solid Waste Disposal Fund			
Revenue			
Taxes	\$ 765,100	\$ 758,890	\$ 651,400
Interest and Rentals	7,500	7,070	6,500
Other Revenues	-	450	-
Revenue Totals	<u>772,600</u>	<u>766,410</u>	<u>657,900</u>
Expenditures			
Personal Services	179,740	179,740	148,290
Supplies	2,000	2,000	2,000
Other Services and Charges	380,830	422,610	400,310
Capital Outlay	-	-	100,000
Expenditure Totals	<u>562,570</u>	<u>604,350</u>	<u>650,600</u>
Fund Total: Solid Waste Disposal Fund	210,030	162,060	7,300
Fund Balance, Beginning	<u>466,916</u>	<u>466,916</u>	<u>628,976</u>
Fund Balance, Ending	<u><u>\$ 676,946</u></u>	<u><u>\$ 628,976</u></u>	<u><u>\$ 636,276</u></u>
Tax Rate:			
Voter Approved	3.0000		3.0000
Headlee Authorized	2.7890		2.7890
Levied	0.4000		0.3500

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 249 Building Inspection Fund			
Revenue			
Licenses and Permits	\$ 1,002,000	\$ 1,068,000	\$ 1,253,000
Federal Grants	220,000	102,000	124,000
Charges for Service	85,000	121,780	115,740
Fines and Forfeitures	60,000	21,400	21,400
Interest and Rentals	-	3,200	3,200
Other Revenues	27,000	25,110	25,000
Revenue Totals	<u>1,394,000</u>	<u>1,341,490</u>	<u>1,542,340</u>
Expenditures			
Personal Services	1,014,600	960,830	1,026,030
Supplies	10,230	8,860	8,150
Other Services and Charges	408,270	332,600	332,550
Expenditure Totals	<u>1,433,100</u>	<u>1,302,290</u>	<u>1,366,730</u>
Fund Total: Building Inspection Fund	(39,100)	39,200	175,610
Fund Balance, Beginning	<u>346,302</u>	<u>346,302</u>	<u>385,502</u>
Fund Balance, Ending	<u>\$ 307,202</u>	<u>\$ 385,502</u>	<u>\$ 561,112</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 256 Community Development Fund			
Revenue			
Federal Grants	\$ 482,670	\$ 497,670	\$ 467,660
Charges for Service	140,000	65,200	71,120
Interest and Rentals	15,250	11,020	10,620
Other Revenues	67,400	79,750	66,200
Other Financing Sources	99,890	36,570	299,630
Revenue Totals	<u>805,210</u>	<u>690,210</u>	<u>915,230</u>
Expenditures			
Personal Services	119,000	121,300	132,510
Supplies	1,150	1,050	1,000
Other Services and Charges	685,060	567,860	781,720
Expenditure Totals	<u>805,210</u>	<u>690,210</u>	<u>915,230</u>
Fund Total: Community Development Fund	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 265 Drug Law Enforcement Fund			
Revenue			
Fines and Forfeitures	\$ 5,000	\$ 4,610	\$ -
Interest and Rentals	170	150	100
Revenue Totals	<u>5,170</u>	<u>4,760</u>	<u>100</u>
Expenditures			
Transfers Out	<u>4,000</u>	-	-
Expenditure Totals	<u>4,000</u>	<u>-</u>	<u>-</u>
Fund Total: Drug Law Enforcement Fund	1,170	4,760	100
Fund Balance, Beginning	<u>21,563</u>	<u>21,563</u>	<u>26,323</u>
Fund Balance, Ending	<u>\$ 22,733</u>	<u>\$ 26,323</u>	<u>\$ 26,423</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 271 Library Fund			
Revenue			
Taxes	\$ 191,200	\$ 184,700	\$ 186,500
Contributions from Local Units	41,030	41,030	41,030
Interest and Rentals	10,500	7,000	6,300
Other Revenues	-	500	-
Revenue Totals	<u>242,730</u>	<u>233,230</u>	<u>233,830</u>
Expenditures			
Personal Services	-	44,000	104,640
Supplies	30,300	26,000	27,650
Other Services and Charges	364,650	292,290	277,890
Expenditure Totals	<u>394,950</u>	<u>362,290</u>	<u>410,180</u>
Fund Total: Library Fund	(152,220)	(129,060)	(176,350)
Fund Balance, Beginning	<u>631,990</u>	<u>631,990</u>	<u>502,930</u>
Fund Balance, Ending	<u>\$ 479,770</u>	<u>\$ 502,930</u>	<u>\$ 326,580</u>
Tax Rate:			
Voter Approved	0.3900		0.3900
Headlee Authorized	0.3625		0.3625
Levied	0.1000		0.1000

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 301 Debt Service Fund			
Revenue			
Taxes	\$ 478,200	\$ 462,050	\$ 503,900
Interest and Rentals	3,500	1,600	500
Other Financing Sources	1,058,330	1,058,320	1,256,410
Revenue Totals	<u>1,540,030</u>	<u>1,521,970</u>	<u>1,760,810</u>
Expenditures			
Debt Service	1,611,160	1,581,150	1,791,740
Expenditure Totals	<u>1,611,160</u>	<u>1,581,150</u>	<u>1,791,740</u>
Fund Total: Debt Service Fund	(71,130)	(59,180)	(30,930)
Fund Balance, Beginning	<u>154,990</u>	<u>154,990</u>	<u>95,810</u>
Fund Balance, Ending	<u>\$ 83,860</u>	<u>\$ 95,810</u>	<u>\$ 64,880</u>
Tax Rate:			
Voter Approved	0.3200		0.3200
Headlee Authorized	N/A		N/A
Levied	0.2500		0.2700

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 320 MTF Major Streets Debt Service Fund			
Revenue			
Other Financing Sources	\$ 884,550	\$ 870,740	\$ 733,640
Revenue Totals	<u>884,550</u>	<u>870,740</u>	<u>733,640</u>
Expenditures			
Debt Service	884,550	870,740	733,640
Expenditure Totals	<u>884,550</u>	<u>870,740</u>	<u>733,640</u>
Fund Total: MTF Major Streets Debt Service Fund	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 400 Capital Improvement Fund			
Revenue			
Taxes	\$ 2,998,900	\$ 2,935,310	\$ 2,923,300
Federal Grants	2,230,000	2,520,000	1,400,000
Contributions from Local Units	4,600	-	-
Interest and Rentals	30,000	20,000	15,000
Other Revenues	-	710	-
Other Financing Sources	25,940	25,940	-
Revenue Totals	<u>5,289,440</u>	<u>5,501,960</u>	<u>4,338,300</u>
Expenditures			
Other Services and Charges	676,770	569,250	427,090
Capital Outlay	3,984,600	4,100,000	3,840,000
Transfers Out	950,270	936,450	733,640
Expenditure Totals	<u>5,611,640</u>	<u>5,605,700</u>	<u>5,000,730</u>
Fund Total: Capital Improvement Fund	(322,200)	(103,740)	(662,430)
Fund Balance, Beginning	<u>2,470,525</u>	<u>2,470,525</u>	<u>2,366,785</u>
Fund Balance, Ending	<u>\$ 2,148,325</u>	<u>\$ 2,366,785</u>	<u>\$ 1,704,355</u>
Tax Rate:			
Voter Approved	2.0000		2.0000
Headlee Authorized	1.8593		1.8593
Levied	1.5678		1.5678

City of Wyoming, Michigan
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 Summary

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 588 Sewer - Bond and Interest Fund			
Revenue			
Interest and Rentals	\$ 54,000	\$ 22,000	\$ 18,000
Revenue Totals	<u>54,000</u>	<u>22,000</u>	<u>18,000</u>
Expenditures			
Transfers Out	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total: Sewer - Bond and Interest Fund	54,000	22,000	18,000
Working Capital, Beginning	<u>4,732,240</u>	<u>4,732,240</u>	<u>4,754,240</u>
Working Capital, Ending	<u>\$ 4,786,240</u>	<u>\$ 4,754,240</u>	<u>\$ 4,772,240</u>

City of Wyoming, Michigan
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 Summary

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 589 Sewer - Construction Reserve			
Revenue			
Interest and Rentals	\$ 20,000	\$ 20,000	\$ 5,000
Other Financing Sources	100,000	60,000	60,000
Revenue Totals	<u>120,000</u>	<u>80,000</u>	<u>65,000</u>
Expenditures			
Transfers Out	<u>545,540</u>	<u>545,540</u>	<u>1,360,000</u>
Expenditure Totals	<u>545,540</u>	<u>545,540</u>	<u>1,360,000</u>
Fund Total: Sewer - Construction Reserve	(425,540)	(465,540)	(1,295,000)
Working Capital, Beginning	<u>1,826,870</u>	<u>1,826,870</u>	<u>1,361,330</u>
Working Capital, Ending	<u>\$ 1,401,330</u>	<u>\$ 1,361,330</u>	<u>\$ 66,330</u>

City of Wyoming, Michigan
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 Summary

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 590 Sewer Fund			
Revenue			
Contributions from Local Units	\$ 417,200	\$ 417,200	\$ 417,200
Charges for Service	16,059,600	14,982,220	15,836,000
Interest and Rentals	45,000	77,000	72,000
Other Revenues	5,000	15,360	5,000
Other Financing Sources	545,540	545,540	1,360,000
Revenue Totals	<u>17,072,340</u>	<u>16,037,320</u>	<u>17,690,200</u>
Expenditures			
Personal Services	3,703,230	3,831,990	4,080,350
Supplies	802,660	815,450	824,650
Other Services and Charges	7,346,920	7,315,190	7,647,900
Capital Outlay	1,441,700	1,425,600	1,732,000
Debt Service	3,875,890	3,870,290	3,831,940
Transfers Out	100,000	60,000	60,000
Expenditure Totals	<u>17,270,400</u>	<u>17,318,520</u>	<u>18,176,840</u>
Fund Total: Sewer Fund	(198,060)	(1,281,200)	(486,640)
Working Capital, Beginning	<u>6,942,452</u>	<u>6,942,452</u>	<u>5,661,252</u>
Working Capital, Ending	<u>\$ 6,744,392</u>	<u>\$ 5,661,252</u>	<u>\$ 5,174,612</u>

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

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 591 Water Fund			
Revenue			
Charges for Service	\$ 20,948,000	\$ 21,636,000	\$ 22,820,980
Fines and Forfeitures	250,000	210,000	210,000
Interest and Rentals	250,000	250,300	251,000
Other Revenues	380,000	419,210	120,000
Other Financing Sources	1,355,230	1,355,230	560,000
Revenue Totals	<u>23,183,230</u>	<u>23,870,740</u>	<u>23,961,980</u>
Expenditures			
Personal Services	5,037,940	5,140,230	5,233,890
Supplies	1,591,760	1,678,040	1,665,800
Other Services and Charges	5,830,060	6,351,180	6,957,340
Capital Outlay	3,464,600	3,277,740	2,129,280
Debt Service	8,502,750	7,472,310	8,425,660
Transfers Out	100,000	60,000	60,000
Expenditure Totals	<u>24,527,110</u>	<u>23,979,500</u>	<u>24,471,970</u>
Fund Total: Water Fund	(1,343,880)	(108,760)	(509,990)
Working Capital, Beginning	<u>13,205,354</u>	<u>13,205,354</u>	<u>13,096,594</u>
Working Capital, Ending	<u>\$ 11,861,474</u>	<u>\$ 13,096,594</u>	<u>\$ 12,586,604</u>

City of Wyoming, Michigan
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 Summary

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 592 Water - Construction Reserve Fun			
Revenue			
Interest and Rentals	\$ 26,000	\$ 20,000	\$ 3,000
Other Financing Sources	100,000	60,000	60,000
Revenue Totals	<u>126,000</u>	<u>80,000</u>	<u>63,000</u>
Expenditures			
Transfers Out	<u>1,355,230</u>	<u>1,355,230</u>	<u>560,000</u>
Expenditure Totals	<u>1,355,230</u>	<u>1,355,230</u>	<u>560,000</u>
Fund Total: Water - Construction Reserve Fund	(1,229,230)	(1,275,230)	(497,000)
Working Capital, Beginning	<u>3,439,166</u>	<u>3,439,166</u>	<u>2,163,936</u>
Working Capital, Ending	<u>\$ 2,209,936</u>	<u>\$ 2,163,936</u>	<u>\$ 1,666,936</u>

City of Wyoming, Michigan
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 Summary

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 593 Water - Bonds and Interest			
Revenue			
Interest and Rentals	\$ 34,000	\$ 25,000	\$ 20,000
Revenue Totals	<u>34,000</u>	<u>25,000</u>	<u>20,000</u>
Expenditures			
Transfers Out	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total: Water - Bonds and Interest	34,000	25,000	20,000
Working Capital, Beginning	<u>4,379,410</u>	<u>4,379,410</u>	<u>4,404,410</u>
Working Capital, Ending	<u>\$ 4,413,410</u>	<u>\$ 4,404,410</u>	<u>\$ 4,424,410</u>

City of Wyoming, Michigan
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 Summary

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 661 Motor Pool Fund			
Revenue			
Charges for Service	\$ -	\$ 30,000	\$ 30,000
Interest and Rentals	4,033,450	3,202,100	4,012,870
Other Revenues	-	11,000	9,000
Revenue Totals	<u>4,033,450</u>	<u>3,243,100</u>	<u>4,051,870</u>
Expenditures			
Personal Services	578,400	567,040	628,180
Supplies	743,220	808,120	805,890
Other Services and Charges	2,571,390	2,566,680	2,295,770
Transfers Out	1,290,700	1,290,700	1,068,000
Expenditure Totals	<u>5,183,710</u>	<u>5,232,540</u>	<u>4,797,840</u>
Less Depreciation	<u>1,517,200</u>	<u>1,521,520</u>	<u>1,267,600</u>
Net Expenditure Total	<u>3,666,510</u>	<u>3,711,020</u>	<u>3,530,240</u>
Fund Total: Motor Pool Fund	366,940	(467,920)	521,630
Working Capital, Beginning	<u>(252,355)</u>	<u>(252,355)</u>	<u>(720,275)</u>
Working Capital, Ending	<u>\$ 114,585</u>	<u>\$ (720,275)</u>	<u>\$ (198,645)</u>

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 Summary

	<u>2013 Amended Budget</u>	<u>2013 Estimated Amount</u>	<u>2014 City Council Recommended</u>
Fund: 662 Motor Pool - Depreciation Reserve			
Revenue			
Interest and Rentals	\$ 66,000	\$ 30,000	\$ 25,000
Other Revenues	-	49,850	50,000
Other Financing Sources	1,290,700	1,290,700	1,068,000
Revenue Totals	<u>1,356,700</u>	<u>1,370,550</u>	<u>1,143,000</u>
Expenditures			
Capital Outlay	1,685,660	1,608,500	1,026,000
Expenditure Totals	<u>1,685,660</u>	<u>1,608,500</u>	<u>1,026,000</u>
Fund Total: Motor Pool - Depreciation Reserve	(328,960)	(237,950)	117,000
Working Capital, Beginning	<u>4,580,733</u>	<u>4,580,733</u>	<u>4,342,783</u>
Working Capital, Ending	<u>\$ 4,251,773</u>	<u>\$ 4,342,783</u>	<u>\$ 4,459,783</u>

05/20/13
JRB

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2013-2014 BUDGET FOR THE WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval, and
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2013/2014.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2013/2014.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

Attachment

Resolution No. _____

City of Wyoming
Downtown Development Authority
2013-2014 Budget Proposals and Justifications

Revenue: City Finance Director, Tim Smith, has advised to budget for interest at \$1,500. Proposed Operating Expenses will be paid out of Fund Balance.

Operating Expenses:

- **Staff, \$0:** The DDA Budget historically helps support the salaries of City employees working with the DDA, however due to revenue constraints the City will not request a fee in the 2013/14 budget.
 - **Administrative Fees, \$0:** Various fees for administrative costs incurred to the City of Wyoming by the DDA, however due to revenue constraints the City will not request a fee in the 2013/14 budget.
 - **Professional Services (Legal), \$5,000:** Services are expected to be used for resetting the tax base, opportunities regarding development, assistance with legal issues, financing programs, acquisition and general advice.
 - **Professional Services (Consultant), \$0:** To maximize the efforts of Turn on 28th Street funds are used for special projects, however due to revenue constraints no funds will be designated in the 2013/14 budget.
 - **Landscape Maintenance, \$35,000:** These funds will be used for the annual maintenance contract, as well as miscellaneous repair costs.
 - **Marketing/Promotion, \$30,000:** To market and promote the Turn on 28th Street project.
 - **Travel and Training, \$1,000:** The Turn on 28th Street Plan paired with the marketing/promotion material provides us with tools to take to ICSC events. In July the ICSC annual event is in Novi.
 - **Supplies, \$100:** Office and event supplies.
 - **Printing and Advertising, \$400:** Public Hearing Notices.
 - **Other Services, \$0:** There are no miscellaneous items budget for in 2013/14.
 - **Projects:**
 1. **Acquisitions/Gap Financing, \$0:** These are funds for economic development, such as incentive programs, land acquisition, or demolition assistance. No funds will be added in the 2013/14 budget.
 2. **Business Development, \$0;** Costs for developing business relations, such as on-site visits, coffee, lunches. No funds will be designated in the 2013/14 budget.
 3. **Christmas Decorations, \$0;** There is no funding available in this budget year for the replacements and decorations for the DDA corridor.
 4. **Banners, \$0:** There is no funding designated in the 2013/14 budget for banner replacement.
 5. **Metro Cruise, \$3,100:** Contribution to Metro Cruise \$2,500 and Slush Machine rental \$600.
 6. **Networking/Educational Membership Events, \$0:** There is no funding designated for networking/educational membership events in the 2013/14 budget.
 7. **Pedestrian Light Pole Replacements, \$1,500:** As needed.
 8. **Street Trees, \$0:** DDA Replacement Trees.
 9. **Project Costs, \$500:** Wyoming Gives Back DDA Holiday Event.
- Expenditures: \$76,600**

RESOLUTION NO. 24

RESOLUTION TO RECOMMEND THE BUDGET FOR THE
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE FISCAL YEAR ENDING JUNE 30, 2014

WHEREAS, Public Act 197 of the State of Michigan requires the Director of the Downtown Development Authority to submit a budget to the Board of the Downtown Development Authority, and

WHEREAS, the Director has submitted said budget for recommendation, and

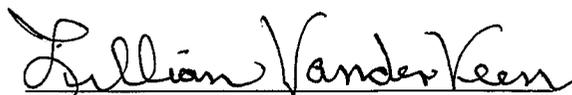
WHEREAS, Public Act 197 further states that said budget must be approved by the City Council of the City of Wyoming prior to adoption by the Board of the Downtown Development Authority; now, therefore,

BE IT RESOLVED, that the revised budget attached hereto and made a part hereof by reference is hereby considered and recommended by the Board of the City of Wyoming Downtown Development Authority for adoption by the City Council of the City of Wyoming.

Boardmember VanderVeen moved, seconded by Boardmember Harkema, that the above Resolution be adopted.

Motion carried: Yeas: 8 Nays: 0

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the 2nd day of April, 2013.



LILLIAN VANDERVEEN
DDA Secretary

Attachment: Budget

05/20/2013

TK

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE GRAND VALLEY REGIONAL BIOSOLIDS
AUTHORITY BUDGET FOR FISCAL YEAR 2013–14

WHEREAS:

1. The GVRBA Operations Team has prepared a budget for fiscal year 2013-14 as required by The Joint Biosolids Project Management Agreement.
2. The GVRBA Board has reviewed and approved the GVRBA budget for fiscal year 2013–14 at its regular meeting held on March 28, 2013.
3. The proposed GVRBA budget was reviewed by the Wyoming City Council at the Work Session held on May 13, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the Grand Valley Regional Biosolids Authority budget for fiscal year 2013–14.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried: Yes
 No

I hereby certify the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report – GVRBA Project Manager
GVRBA Budget Worksheet

Resolution No. _____

STAFF REPORT

Date: May 14, 2013
Subject: Grand Valley Regional Biosolids Authority FY2014 Budget Approval
To: Tom Kent, Deputy Director of Public Works
From: Aaron Vis, GVRBA Operations Team Project Manager
Meeting Date: May 20, 2013

RECOMMENDATION:

It is recommended that the Wyoming City Council approve the FY2014 Budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

SUSTAINABILITY CRITERIA:

Environmental Quality: The adoption of the FY14 Budget assures the continued commitment by the City of Wyoming to provide a diversity of residuals disposition options that are environmentally beneficial, including land application (fertilizer), compost (organics), and landfill (energy generation).

Social Equity: The adoption of the FY14 Budget provides residuals treatment and disposition in a manner that is fair and responsive to all citizens of the community.

Economic Strength: The FY14 Budget presents an affordable means of biosolids treatment and disposition, as reflected by the City's commitment to partner with Grand Rapids to produce efficiencies gained by leveraging the resources of both communities.

DISCUSSION:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, Wyoming City Council, and Grand Rapids City Commission. Budget development occurred late 2012 and early 2013. On March 28, 2013, the GVRBA Board of Directors approved the FY14 Budget, necessitating subsequent approval by both communities.

The FY14 Budget includes contractual increases for major expenses such as land application subcontracting, landfill tipping fees, and trucking fees. Of note, the GVRBA entered into an agreement with SPURT Industries, a regional composting operation, to accept and transport biosolids for the production of a compost soil amendment. This agreement is expected to save the GVRBA approximately \$150,000 over the next fiscal year.

Per the Joint Biosolids Management Project Agreement, the City of Wyoming is responsible for paying a percentage of the FY14 budget based on volume (dry ton) contribution of the previous year. For the FY14 year, Wyoming must contribute 38.15% towards the GVRBA total budget or approximately \$2,633,660. This is about the same contribution as was required in FY13.

BUDGET IMPACT:

The City of Wyoming contribution to the GVRBA FY14 budget is expected to be approximately \$2,633,660. Upon approval of the City of Wyoming FY14 Budget, funding for this expenditure will exist in the GVRBA Land Application (590-590-54800) and Pumphouse (590-590-54801) accounts.

A	B	C	D	E	F	G	H
1		Information					
2	Annual Biosolids Dry Tons		FY2014	YTD		FY2013	FY2012
3			Budget			Budget	Actual
4	GRWWTP						
5	Amount sent to municipal solid waste landfill		3,751.0	-	0%	12,313.1	11,805.2
6	Amount sent to compost facility		7,615.7	-	0%	-	-
7		<i>GRWWTP Sub-Total</i>	<u>11,366.7</u>	-	0%	<u>12,313.1</u>	<u>11,805.2</u>
8	WCWP						
9	Amount sent to municipal solid waste landfill		286.1	-	0%	1,634.4	1083.6
10	Amount sent to compost facility		580.8	-	0%	5,620.0	-
11	Amount applied to land in bulk form		6,114.6	-	0%	-	5,750.20
12		<i>WCWP Sub-Total</i>	<u>6,981.5</u>	-	0%	<u>7,254.4</u>	<u>6,833.8</u>
13		Total	18,348.2	-	0%	19,567.5	18,639.0
14	Partner Percentage of Total						
15	GRWWTP		61.85%	0.00%	0%	62.84%	
16	WCWP		38.15%	0.00%	0%	37.16%	
17	Annual Debt Service		\$ 2,099,381.25			\$ 2,095,071.88	
18	Dry Ton Rate		\$ 376.25	#DIV/0!	#DIV/0!	\$ 360.16	\$ 347.50
19			Revenue				
20	Cash Balance						
21							
22							
23							
24		<i>Cash Balance Total</i>	\$ -				
25	Revenue Requirements		\$ 6,903,434.25				
26	Partner Share of Revenue Requirements						
27	GRWWTP (Monthly = \$355,814.51)		\$ 4,269,774.08	\$ -	0%	\$ 4,428,606.19	\$ 4,116,821.40
28	WCWP (Monthly = \$219,471.68)		\$ 2,633,660.17	\$ -	0%	\$ 2,618,825.69	\$ 2,654,476.92
29			Expenses				
30	7260 Supplies						
31	Polymer		\$ 756,000.00	\$ -	0%	\$ 775,000.00	\$ 744,977.24
32	Miscellaneous		120,000.00	-	0%	120,000.00	8,269.26
33		<i>Supplies Sub-Total</i>	<u>876,000.00</u>	-	0%	<u>895,000.00</u>	<u>753,246.50</u>
34	8180 Contractual Services						
35	Trucking		128,000.00	-	0%	400,000.00	345,451.01
36	Landfill		333,000.00	-	0%	985,000.00	856,470.97
37	Composting		769,300.00	-	0%	-	-
38	Land Application		1,378,000.00	-	0%	1,350,000.00	1,318,904.72
39	GRWWTP O&M Segments 1 & 4		732,380.00	-	0%	720,294.00	605,869.75
40	Financial Processing (Grand Rapids Comptrollers)		5,000.00	-	0%	5,000.00	3,224.91
41	WCWP O&M Segments 2 & 3		123,427.00	-	0%	98,120.00	90,373.15
42	Administration Services (Legal/Audit/Insurance)		35,000.00	-	0%	35,000.00	27,507.40
43	Centrifuge Service Agreement (Siemens)		6,800.00	-	0%	6,800.00	6,800.00
44		<i>Contractual Services Sub-Total</i>	<u>3,510,907.00</u>	-	0%	<u>3,600,214.00</u>	<u>3,254,601.91</u>
45	9430 Equipment Rental or Lease						
46	WCWP Storage Tanks		417,146.00	-	0%	417,146.00	417,200.04
47		<i>Equipment Rental or Lease Sub-Total</i>	<u>417,146.00</u>	-	0%	<u>417,146.00</u>	<u>417,200.04</u>
48	9450 Land Rental or Lease						
49	PDR Program		-	-	#DIV/0!	40,000.00	-
50		<i>Land Rental or Lease Sub-Total</i>	<u>-</u>	-	#DIV/0!	<u>40,000.00</u>	<u>-</u>
51	Debt Service						
52	GRWWTP		1,298,467.30	-	0%	1,316,543.17	1,247,571.36
53	WCWP		800,913.95	-	0%	778,528.71	804,419.04
54		<i>Debt Service Sub-Total</i>	<u>2,099,381.25</u>	-	0%	<u>2,095,071.88</u>	<u>2,051,990.40</u>
55							
56		Expenses Total	\$ 6,903,434.25	\$ -	0%	\$ 7,047,431.88	\$ 6,477,038.85
57	GRWWTP = City of Grand Rapids Wastewater Treatment Plant						
58	MDEQ = Michigan Department of Environmental Quality						
59	GVRBA = Grand Valley Regional Biosolids Authority						
60							

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Various Sections of the existing Fee Schedule are in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to the following Sections:

Section II – Building Inspections Department
Section X – Utilities Department

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Proposed Fee Schedules

Resolution No. _____

STAFF REPORT

DATE: APRIL 2, 2013
FROM: REBECCA RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES
JIM DELANGE, CHIEF BUILDING OFFICIAL
SUBJECT: INSPECTIONS DEPT. TRADE PERMIT FEE CHANGES, FY 2014 BUDGET
MEETING DATE: APRIL 2, 2013

On December 11, 2012 we presented to the City Council a uniform trade permit fee concept developed with the Inspections Departments from the cities of Wyoming, Kentwood, and Grand Rapids. The City of Wyoming City Council supported this concept and was advised that staff would bring it back for approval when appropriate for implementation.

Since December, we have worked with the Information Technology Department (IT) to complete a business analysis on the implementation of handheld devices which will allow for improved efficacies in the processing of permits and inspections, and expedited billing of the additional anticipated 800-1,000 invoices as required by the change in fee structure. In addition, IT has assisted us in identifying a preferred handheld device and necessary software. As a result of this work, we plan to bring forward a request for the new equipment purchase this spring, affirming a full implementation of the new uniform trade permit fees effective July 1. In order to maintain the projects full implementation in a timely manner, we are now bringing forward to you the formal request for the new fee adoption by City Council to be effective July 1, 2013, our new budget year.

Uniform Fee Structure – Background Information

A uniform fee structure for trade permits electrical, plumbing, and mechanical aides economic development, in part through the elimination/reduction of confusion related to differing fees between communities by construction contractors and developers, and provides for a consistent methodology in inspection billing. In consideration of each community's permit fee structures and service costs, some fees, in the proposed model, needed to be raised and others reduced by each jurisdiction in order to ensure expense recovery. Through the application of the developed Uniform Fee Rate, it was recognized that both Grand Rapids and Kentwood would increase their permit revenue, and that Wyoming would effectively remain revenue neutral. This result is realized because Wyoming, unlike its neighboring communities, has been proactive in updating its fees to appropriately capture revenue in line with its expense.

On December 11, 2013 the City Council directed staff to convert to the metro billing model acknowledging that Wyoming would institute the new policy of per inspection billing in order to remain revenue neutral. We estimate an additional 800-1,000 trade permit inspections shall be invoiced to contractors and homeowners. Note: these fees are not considered "code enforcement" such as property clean up/mowing/abandoned structures or rental inspections; therefore they are not lienable in the same manner.

The Cities of Kentwood and Grand Rapids have adopted the new uniform fee rates and invoicing for all extra inspections beyond the one base permit inspection previously allowed.

In order for Wyoming to participate in the metro area uniform pricing strategy, we need to increase certain fees, decrease others, and shall implement billing for additional inspections. Unlike Grand Rapids and Kentwood, net revenue will not increase for Wyoming to offset the additional expense of a multiple billing process.

Uniform Trade Permit Application Forms

Each community engaged its Mechanical, Electrical and Plumbing Inspectors to review their individual form layouts with an eye to creating a uniform trade permit which will be utilized by each community, believing the uniformity of the layout to be beneficial to the construction community. Samples are attached for your review.

Proposed Fee Schedule

The following pages depict the new City of Wyoming Fee Schedule incorporating line time changes and fee changes in order to have commonality as much as possible with the current fees of the City of Kentwood and Grand Rapids. The fee schedule also includes the provision for charging trade permit inspections of \$40.00 beyond the included one inspection provided with the base trade permit.

We are requesting to present this information to you and the City Council for inclusion in the FY2014 budget approval. We are available to answer any questions you have.

INTEROFFICE MEMORANDUM

To: Curtis Holt, City Manager
From: Andrea Boot, Treasurer
Date: May 14, 2013
Subject: Utility Rates and Fees Change Effective 07/01/13

During the 2013/14 budget meeting we discussed raising the utility commodity rates as outlined by the Director of Public Works, Bill Dooley, effective July 1, 2013. The attached rate schedule reflects these increases. The water commodity rate will increase to \$1.27, the sewer commodity rate will increase to \$2.22, the sewer only account fee will raise accordingly to \$57.72, which reflects 26 units (HCF) multiplied by the new sewer commodity rate, the pool filling permit and miscellaneous hydrant use daily fee will increase to \$63.50 from \$61.50, and the Water Construction Fee (60 days) will increase from \$61.50 to \$63.50 to reflect an approximate use of 50 units (HCF).

All other charges and fees will remain at the same level as they were effective 07/01/2012.

With your approval I would like to present these changes to the City Council as proposed in the 2013/14 budget revenue projections.

II - BUILDING INSPECTIONS DEPARTMENT

APPEALS:

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	275.00
All other uses	525.00
Interpretations	250.00
Special meeting (requested by petitioner)	300.00

For the purpose of computing fees based on valuation, all construction cost other than for residential buildings, including underground and surface improvements, shall be based upon the value of cost of a building project as determined by the contract price, including all subcontracts such as electrical, plumbing, mechanicals, parking lots, etc. The building applicant shall present evidence of these costs to the Building Official.

Fee for work without a permit:

If any work is commenced before a permit is obtained, an administrative investigation and process fee equivalent to 200% of the appropriate fee set forth herein shall be paid to the City before a permit is issued.

BUILDING PERMITS:

Commercial, industrial, and multi-family estimated construction value/permit formula:

Base Fee – first \$1,000 of value	60.00
\$1,000 - \$15 million cost – base fee & \$7.00 per \$1,000 value, plus 25% plan review	
\$15 million and over cost – use above rate, and then add \$5 per \$1,000 valuation and 20% plan review for balance of project value	

Construction costs for residential valuation computation (per sq. ft.)

1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Detached accessory buildings, garage, etc. (more than 120 sq. ft.)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00

Miscellaneous building/land use fees:

Modular homes in parks	150.00
Sign permits (per sign):	
Pedestrian sign (annual)	35.00
Permanent	100.00

Portable (per week)	35.00
Temporary Signs (per week)	35.00
-including trailer mount, banners, flags, streamers, flags, streamers, balloons	
-for specific requirements see City Zoning Code Chapter 90, Article XXIII Signs	

Swimming Pools:

Bonding and insurance fees related to Section 1906.1 of the City Code follow:	
Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Swimming Pools (above ground)	90.00
Swimming Pools (in ground)	140.00

Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

1. Extra inspection fees and deposits shall apply only to projects where the building permit is issued for \$250,000 or less of construction value as determined by the Code. Permits for residential barrier free entry ramps and residential siding installations are exempt from deposits.
2. "Extra inspection" shall mean any building inspection in addition to the inspections listed below:
 - a. Residential house, addition and alteration permits: foundation rough-in, final, plus one additional;
 - b. Residential garage, pools, and miscellaneous permits: 2 inspections;
 - c. Commercial/industrial/multi-family permits: foundation, rough, firestop, final plus one addition; and
 - d. Sign permits: 2 inspections.
3. A fee of \$40.00 shall be charged for each extra inspection.
4. A fee of \$60.00 per inspection shall be charged for requested inspections where no permit is required.
5. Deposits for extra inspection fees:

Each building permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra inspections are not required. Any extra inspections shall be charged against the deposit

balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop-work order until an additional deposit of \$120.00 is paid. Expired permits and occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.

6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Electrical Application fee (Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed) (MI Residential Code, includes three inspections)	200.00
Special Inspection (per hour for carnival, fair, event, etc.)	60.00
Conduit or grounding only	45.00
Written report (per hour)	60.00
Certificates	60.00
Hazardous Location Doubles Permit Total Fee	double
Services and subpanels	
Meter Set or Mast Repair	10.00
Temporary Service (each location)	17.00
Up to 200 Amp	17.00
Over 200 – thru 600 Amp	30.00
Over 600 – thru 1000 Amp	60.00
Over 1000 Amp / GFPE / Over 600 V	100.00
Alternative Power (Solar, Wind, etc)	
System and first 10 KW	40.00
Each additional 1 KW	4.00
Fire Alarms	
System and up to 10 devices	60.00
Each additional device	6.00
Circuits of wiring	
General Branch Circuit	10.00
Lighting branch Circuit	10.00
Addition, alteration, repair existing, replace per 25 devices or lighting	10.00
Electric Range	10.00
Electric Dryer	10.00
A/C	10.00
Furnace	10.00
Microwave	10.00
Electric Water Heater	10.00
Vehicle Charging Station	20.00
Heating Device (per 5000 Watts)	10.00
Pool/Hot Tub (bonding, motor, light and includes 2 inspections)	60.00
Other Fixed Appliances	10.00
Signs	
Illuminated signs, per circuit	20.00

Neon Trans / LED power supplies (per unit)	20.00
Bus Ducts and Feeders	
Feeders (per 50')	11.00
Bus Duct (per 50')	11.00
Motors, Generators, Transformers (per HP or KVA)	
Up to 5 HP/KVA	10.00
Over 5 – thru 75 HP/KVA	25.00
Over 75 HP/KVA	50.00
1. Electrical contractor's license, \$60 for term of license.	
2. Facility Contractors License \$60 for term of license.	
3. Fire alarm contractor, \$60 for term of license.	
4. Sign specialty contractor, \$60 for term of license.	
Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Mechanical Application fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Commercial	
Underground Inspection	40.00
Rough-In Inspection	40.00
Final Inspection	40.00
Additional Inspections	40.00
A/C, Refrigeration Self-Contained	20.00
A/C Refrigeration Split System	30.00
Chillers	95.00
Chimney Factory Built / Chimney Liner	30.00
Compressors	45.00
Condensers	45.00
Cooling Towers	45.00
Evaporator Coils	30.00
Gas/Oil Burning Equipment/Roof Top Unit	35.00
Heaters (unit, space, water, gas logs, gas fireplace)	15.00
Kitchen Hoods (add duct work)	30.00
Solar Equipment Panels (including piping)	25.00
Solid Fuel Equip. (wood or fireplace stoves)	30.00
Tanks	13.00
Testing	40.00
Ventilation Units and Exhaust fans	
1 to 2,000 CFM	7.00
2,001 CFM to 10,000 CFM	35.00
Over 10,000 CFM	65.00
Air Handler Units	
1 to 2,000 CFM	20.00
2,001 CFM to 10,000 CFM	40.00
Over 10,000 CFM	65.00
Miscellaneous Commercial	
Air Cleaners and Humidifiers	10.00
ERV or HRV	10.00
Heat Pumps or VAV Boxes	10.00

PTACS	10.00
Commercial & Residential (based on each item bid price) Ductwork, Fire Suppression, Gas Piping, and Process Piping	
Bid Price under \$3,000	30.00
\$3,000 - \$7,999	40.00
\$8,000 - \$10,999	55.00
\$11,000 - \$15,000	70.00
Over \$15,000	(\$70.00 plus \$11 for each \$3,000 over \$15,000)
Residential	
Final Inspection	40.00
Additional Inspections	40.00
Air Conditioning Units	30.00
Bath and Kitchen Exhaust Fans	5.00
Chimneys Factory Built Class A	10.00
Chimney Liners	5.00
Heaters (unit, space, gas logs, gas fireplace)	15.00
Heating System (furnaces add ductwork)	50.00
Humidifiers	5.00
Solid Fuel Equip. (wood or fireplace stoves)	20.00
Water Heaters (new construction)	5.00
Residential Replacement Equipment	
Air Conditioning Units / Heat Pumps	20.00
Furnaces	20.00
Water Heaters	5.00

1. Mechanical contractor's license, \$15.00 for term of license.

Plumbing Permits:

Plumbing Application Fee (Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Schedule of Plumbing Equipment	
Backflow Preventer	5.00
Backwater Valve	5.00
Bath Tub / Shower	5.00
Catch Basin, Sump, Roof Drain	5.00
Dishwashing Machine	5.00
Drinking Fountain	5.00
Floor Drain	5.00
Garbage Disposal	5.00
Grease Trap, Oil Separator	5.00
Laundry Tray, Stand Pipes	5.00
Lavatory	5.00
Lawn Sprinkler	5.00
Refrigerator, Ice Machine, Water Connected Appliances	5.00
Sink, 3 Compartment Pot & Pan	5.00
Sink, Kitchen	5.00
Sink Slop/Service	5.00
Stacks: Soil, Waste, Vent, Re-Vent	5.00
Urinal	5.00

Water Heater	5.00
Water Closet	5.00
Water Distribution Pipe Interior	
3/4" Water Distribution	6.00
1" Water Distribution	10.00
1 - 1/4" Water Distribution	20.00
1 - 1/2" Water Distribution	25.00
2" Water Distribution	30.00
Over 2" Water Distribution	35.00
Medical Gas – License Required	
Medical Gas Piping (per outlet)	5.00
Medical Gas Systems	50.00
Exterior Work Only	
Storm Sewer	60.00
Water Service	60.00
Sanitary Sewer	60.00

1. Plumbing license registration, Master \$15.00 for term of license.

Rental Inspection Fees	
Per unit for inspection	98.00
Per unit for reinspection	80.00
Unregistered or uncertified rental properties	500.00

Vacant Building fees:	
Vacant building inspection	50.00
Vacant or Abandoned Residential Repair Permit (six month permit)	275.00

X - UTILITIES

These fees will be effective as of July 1, 2013

WASTEWATER PENALTIES

Concentration Level	Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
0-Limit (x)	No penalty	No penalty	No penalty	No penalty
>1(x) - 2(x)	\$56.87	\$113.74	\$170.64	\$227.51
>2(x) - 3(x)	113.74	227.51	341.26	455.02
>3(x) - 4(x)	170.64	341.26	511.90	682.53
>4(x)	284.38	568.77	853.16	1,000.00**

(x) Individual limits as listed in Sections 86-292 (b) (1) (b) and 86-292 (b) (2) (b) and 86-292 (b) (3) (b), General Maximum Limits for Primary, Secondary and Tertiary Toxic Pollutants.

pH	pH Penalty Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
5.0 - 10.5	No penalty	No penalty	No penalty	No penalty
4.0 - 4.9	\$17.08	\$34.14	\$51.20	\$68.27
3.0 - 3.9	45.50	91.00	136.51	182.01
0 - 2.9	85.32	170.64	341.26	853.16

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

>10.5	17.08	34.14	51.20	68.27
11.0 - 11.9	45.50	91.00	136.51	182.01
12.0 - above	85.32	170.64	341.26	853.16

*Based on average day for previous quarter
 ** Maximum penalty allowed by law

TREATED GROUNDWATER DISCHARGE

The following fees for treated groundwater discharges to the POTW are established:

(1) Permit fee, per permit issuance	199.07
(2) Inspection fee, per inspection	170.64

WASTEWATER SURCHARGE RATES

BOD	Up to 340 mg/L	> 340 mg/L
Rate/lb.	\$0.00	\$0.15
SS	Up to 355 mg/L	> 355 mg/L
Rate/lb.	\$0.00	\$0.16
Phosphorus	Up to 9.1 mg/L	> 9.1 mg/L
Rate/lb.	\$0.00	\$0.80
Oil and Grease	Up to 96 mg/L	> 96 mg/L
Rate/lb.	\$0.00	\$0.13
COD*	Up to 700 mg/L	> 700 mg/L
Rate/lb.	\$0.00	\$0.08

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

INSTALLATIONS

Water Meters:

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

Water Service Installation to Stop Box Only

1"	1,750.00
1.5"	2,727.00
2"	2,727.00

Watermain Tapping Actual cost plus 25%

Water System Development Charge
by tap size

1 inch	1,308.18
1 ½ inch	4,174.82
2 inch	5,221.36
3 inch	11,728.14
4 inch	31,237.13
6 inch	78,058.68
8 inch	104,074.40
12 inch	148,939.40

Sewer System Development Charge
by water tap size

1 inch	1,301.36
1 ½ inch	4,166.84
2 inch	5,192.92
3 inch	11,687.18
4 inch	31,119.95
6 inch	77,831.17
8 inch	103,770.70
12 inch	155,649.80

WATER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch	\$ 22.75
1 inch	46.64
1 1/2 inch	100.10
2 inch	154.71
3 inch	268.46
4 inch	501.66
6 inch	1,003.33
8 inch	1,739.31

Water commodity rate (in addition to Readiness to Serve Charge):
Quantity steps applicable rate, per 100 cubic feet: \$1.27

SEWER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The ready-to-serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges
5/8 inch or no meter	\$ 12.31
1 inch	21.50
1 1/2 inch	39.90
2 inch	58.27
3 inch	141.01
4 inch	232.95
6 inch	462.75
8 inch	692.57
12 inch	1,064.24

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):
per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: \$2.22

Residential sewer billing units shall be determined by using 1.15 times the water use for the winter quarter which is hereby defined as any 3 months between November 1 and April 30. However, when the winter quarter use is less than 10 billing units, then 10 billing units shall be used. Provided, however, that in no case shall the billing units for sewer be greater than the total water use for any particular quarter.

Effective July 1, 2013, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be \$57.72 plus the applicable Ready to Serve Charge.

LATE CHARGE

A penalty of 10% of current charges for water and sewer will be added to any bill paid after the due date on the bill.

Customers with sewer only service shall have a service charge of 1 ½ percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

4 inch and smaller connections to City main	\$ 164.96
6 inch connection to City main	519.88
8 inch connection to City main	883.88
10 inch connection to City main	1,820.08
12 inch connection to City main	2,959.88

MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00
Collection Cost Recovery Fee	40.00
Water Construction Fee (60 days)	63.50
Pool Filling Permit:	
Homeowner and contractor	63.50
Miscellaneous Hydrant Usage:	
Used one day	63.50
Used after first day	63.50
Plus metered usage at current water rate, plus 100%	
Unauthorized hydrant use, penalty of	500.00
Unauthorized water use, penalty of	500.00

NPDES Permit Treated Groundwater

The permit fee for treated groundwater discharge shall be
\$.08 per 100 cubic feet.

WASTE HAULERS

The following fees for waste haulers permitted to discharge to the POTW are established.
Fees shall be assessed quarterly.

Leachate haulers Treatment Fee, per 100 cubic feet discharged \$8.98

Miscellaneous waste haulers including septage haulers:
(to be paid in advance)

\$80.47 per 1000 gallons per load, or fraction
thereof

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

ATTACHMENT:
Employment Agreement

Heidi A. Isakson, Wyoming City Clerk

CITY OF WYOMING
EMPLOYMENT AGREEMENT – CITY MANAGER

THIS AGREEMENT between Curtis Holt, of 4702 Cranwood S.W., Wyoming, Michigan 49509 (hereinafter “Manager”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective July 1, 2013, on the following terms:

1. **TERM .** The City hereby employs Manager as City Manager of the City. This appointment shall be effective July 1, 2013 – June 30, 2016. Manager serves at the pleasure of the City Council and his employment may be terminated at any time by resolution of a majority of the City Council as provided by the City Charter and City Code.

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

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

4. **COMPENSATION.**

a. Manager’s salary for the position effective July 1, 2012 was established at the rate of \$132,834 annually. Manager’s salary for the position for the term of this Agreement shall be determined in accordance with the Pay for Performance System adopted for the Administrative and Supervisory Association. City Council shall formally evaluate Manager’s performance annually under the Pay for Performance System.

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

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

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

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

5. **BENEFITS.**

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

b. Hospital, Medical, Dental, Vision and Disability Insurance - The City will provide the Manager with health (i.e., hospital and medical), dental, vision, and disability

insurance on the same terms that apply to the City's administrative staff. The liability of the City is limited to the payment of premiums for the insurance coverage and shall not extend to the providing of benefits, unless the City, in its discretion, elects otherwise. Manager shall contribute 20% of the monthly premium cost for health insurance. The health insurance premium shall be based on the monthly premium recommended by the City's insurer or, if applicable, third-party administrator.

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

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

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

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

f. Other Insurance - Provided that all eligibility and insurability criteria are met, the Manager shall be provided with term life insurance providing death benefits in an amount equal to two (2) times his salary. The City's liability is limited to the payment of premiums for the life insurance coverage and shall not extend to the payment of benefits. The

City shall provide the Manager with an Accidental Death and Dismemberment (AD&D) benefit or Disability benefit with terms acceptable to the Wyoming City Council. This benefit shall be effective as soon as administratively possible after the effective date of this agreement.

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

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

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

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

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

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

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

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

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

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

(1) Criminal misconduct.

(2) Conviction of any felony, or of a misdemeanor involving sexual misconduct, bodily harm or dishonesty.

(3) Substantial failure to perform the duties of City Manager.

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

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

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

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

10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Manager or to the employment relationship between Manager and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

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

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

CITY OF WYOMING

Dated: _____

Curtis Holt
Its: City Manager

Dated: _____

Jack Poll
Its: Mayor

Dated: _____

Heidi A. Isakson
Its: City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE
DIRECTOR OF POLICE AND FIRE SERVICES

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Director of Police and Fire Services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Director of Police and Fire Services.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

ATTACHMENTS:
Employment Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING

EMPLOYMENT AGREEMENT – DIRECTOR OF POLICE AND FIRE SERVICES

THIS AGREEMENT between James Edward Carmody, XXXXXXXXXXXX,
Wyoming, Michigan 49509 (hereinafter “Director”), and the City of Wyoming, a municipal
corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the
“City”) is made effective July 1, 2013, on the following terms:

1. **TERM.** The City hereby employs James Edward Carmody as Director of
Police and Fire Services of the City. This appointment shall be effective July 1, 2013.
Director understands that as Director of Police and Fire Services he serves at the pleasure of
the City Manager, who may terminate Director at any time as provided by the City Charter
and City Code.

2. **PERFORMANCE.** Director agrees to perform the duties of Director of
Police and Fire Services in a competent and professional manner. A job description has
been provided Director that the City may periodically revise with notice to Director.
Director shall report to and be supervised by the City Manager.

3. **SERVICE DATE.** Director’s date of service with the City shall be July 10,
2006. Director shall be credited with all earned benefits from his service date and shall
accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** Director’s salary for the position shall be established
by the City Manager in accordance with the annual budget authorization, the City Charter
and City Code. The salary shall be paid in accordance with City payroll procedures.

BENEFITS. Director shall be provided the same insurance or health opt
out, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave,

educational benefits, and longevity as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Director shall contribute 20% of the monthly premium cost for health insurance. The health insurance premium shall be based on the monthly premium recommended by the City's insurer or, if applicable, third-party administrator.

Effective on the date of this Agreement and each year thereafter, Director shall be credited with an additional 40 hours of annual vacation (earn a maximum of 240 hours vacation per year). Vacation carryover shall be limited to the maximum allowable accumulation in effect prior to date of this Agreement.

Director's retirement plan shall be a defined contribution plan provided to Administrative Contract Benefit Group employees who are hired on or after September 6, 2005. The retiree medical plan shall be the same plan provided for employees in the Administrative and Supervisory Association, under the City reimbursement schedule that was effective July 1, 2004.

5. **VEHICLE USE.** The City shall provide Director with the use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City. Director and City Manager may agree to alternative arrangements, which may include the payment of a car allowance in lieu of the City providing Director a vehicle.

6. **SEVERANCE PAY.** The following conditions shall determine severance to Director.

- (a) If Director resigns or his employment is terminated for any of the following reasons, he shall not be entitled to any severance pay and his compensation will terminate on the last day worked:
 - (1) Criminal misconduct.
 - (2) Conviction of any felony, or of a misdemeanor involving bodily harm or dishonesty.
 - (3) Substantial failure to perform the duties of Director.
- (b) If Director's employment is terminated by the City for any reason not set forth in subparagraph (a), or he voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, he shall be entitled to severance pay in the amount equal to six (6) months of pay, unused vacation and sick leave, pay out of other accrued benefits, and his insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.
- (c) Upon separation of employment for any reason other than those covered under paragraph (b), Director shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided employees who are members of the Administrative and Supervisory Association.

7. **DISPUTES.** Any disputes arising out of the terms and conditions of this Agreement may be submitted by Director to an arbitrator mutually selected by the City and Director, which selection shall be in accordance with the procedures of the American

Arbitration Association. The City and Director shall share equally the cost of the arbitrator and each shall be responsible for their own attorney's fees, except as provided below. If Director prevails, the City will pay the arbitrator's fees and expenses. In addition, if Director prevails and if the arbitrator finds that the City's position was arbitrary or capricious, the arbitrator may award that the Director be reimbursed for his reasonable attorney's fees.

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

9. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Director or to the employment relationship between Director and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

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

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

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

James Carmody
Director of Police and Fire Services

RESOLUTION NO. _____

RESOLUTION TO ADOPT A PAY FOR PERFORMANCE
COMPENSATION SYSTEM FOR THE ADMINISTRATIVE ASSOCIATION

WHEREAS:

1. The Employment Contract between the Administrative and Supervisory Association and the City of Wyoming, effective July 1, 2011 through June 30, 2014, provided that wages for the third year of the Contract were to be determined (TBD), with the agreement that a task force would work to develop a pay for performance compensation system.
2. The task force developed the attached compensation system and the Administrative and Supervisory Association voted to approve the system.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the pay for performance compensation system for the Administrative Association, effective July 1, 2013.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Compensation System
Notification from the Association
Classification and Salary Schedule

Resolution No. _____

STAFF REPORT

Date: May 1, 2013
Subject: Pay for Performance Compensation System
From: Kim Oostindie, Director of Human Resources
Cc: Curtis Holt, City Manager

RECOMMENDATION:

It is recommended the Wyoming City Council accept the attached Pay for Performance Compensation System.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact.

Social Equity – Does not significantly impact.

Economic Strength – Implementation of a pay for performance system shall provide for a pay system that is tied to the health of the general fund.

DISCUSSION:

City Council requested that the Administrative and Supervisory Association consider a pay for performance system during the 2011-2014 meet and confer process. Wages for the third year of the contract (07/01/13) were set as TBD (to be determined), with the agreement that a task force would work to develop a pay for performance system. The task force was comprised of three City representatives: Barb VanDuren, Deputy City Manager; Bill Dooley, Director of Public Works and Kim Oostindie, Director of Human Resources (Jim Kohmescher served on the task force until his retirement) and three representatives from the Administrative Association: Myron Erickson, Utility Plant Superintendent; Chris Kittman, Court Administrator and Traci Snyder, Deputy Treasurer.

The task force worked diligently to develop a pay for performance compensation system that is tied to performance of the employee and to the health of the general fund. This new system more closely reflects a business salary model. Some outcomes of the system include a new and improved evaluation form and evaluation guidelines; increased communication between staff and supervisors, wage reviews of all positions; creation of an oversight board and basing performance pay on employee evaluations.

BUDGET IMPACT:

Funding is available in various departmental salary accounts.

CITY OF WYOMING COMPENSATION SYSTEM ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

INTRODUCTION

The City of Wyoming's compensation philosophy is to:

- Recruit, retain, and reward talented and effective employees.
- Recognize employees' value and contributions to the City.
- Reward employees for performance.
- Manage pay through a two part compensation system that includes a Classification and Salary Schedule with pay ranges and pay steps within the ranges, and a Pay for Performance component.
- Ensure fair and consistent administration in all departments across the City.

The information provided herein is the framework for managing performance and pay under the City's Compensation System.

Supervisors, employees, and Human Resources all have roles to play in managing pay effectively and consistently, as outlined in the following pages. Human Resources will assist wherever needed, and Supervisors are encouraged to seek guidance from Human Resources to ensure pay is managed appropriately and consistently with the City's philosophy.

ROLES AND RESPONSIBILITIES

Human Resources, Supervisors, and employees all have a role to play in maintaining the compensation program and ensuring that all the pieces of the program are managed appropriately.

Human Resources

The Human Resources Department serves as a resource to the City's supervisors. Specifically, Human Resources has several important roles and responsibilities:

- Communicating programs and guidelines and providing training to help Supervisors understand all aspects of the compensation program.
- Providing (internal and external) information, data, and advice on pay levels, policies, and practices.
- Researching and providing recommendations to departments on Classification and Salary Schedules, taking into account the level of responsibility of the position and internal and external comparables.
- Providing guidance, perspective, and support to enable Supervisors to complete appropriate performance evaluations.
- Reviewing compensation decisions to identify and address any significant variations in practices both within and among departments.
- Keeping the City Manager and Department Heads aware of compensation practices across the City.

Supervisors

Supervisors play a critical role in managing the compensation program. They will complete performance evaluations that will determine pay recommendations and will be the first line of communication with employees. Supervisors are responsible and accountable for the following:

- Establishing and maintaining equitable pay practices within their areas of responsibility.
- Recommending hiring rates and step and pay for performance increases.
- Completing performance evaluations and recommending step increases for those employees not yet at the top of the pay range for their job classification, as well as pay for performance increases, consistent with the City's performance-based pay guidelines.
- Ensuring employees understands the compensation program and communicating changes in a timely manner to employees.
- Providing open, honest, objective, and timely performance evaluations.
- Setting goals for the department and employees, and developing performance improvement plans when necessary.
- Working with employees and Human Resources to keep Job Descriptions current and reviewing classification and salary ranges to ensure the level of duties and that the position is within the market with internal and external comparables.
- Using Human Resources as a resource to ensure appropriateness and consistency of evaluations and performance decisions.

Employees

While employees are not responsible for completing performance evaluations and making pay decisions or actively managing the compensation program, they do have other important responsibilities including:

- Understanding the compensation program by using the tools and resources the City makes available (e.g. written materials, meetings, Human Resources web site).
- Discussing questions or concerns with their Supervisor and/or Human Resources.
- Working with their Supervisor to keep their Job Description current.
- Actively seeking information and asking questions so as to understand decisions about their performance and pay.

EMPLOYEE STARTING PAY

It is important to establish the appropriate starting pay for new and promoted employees. The goal is to recognize the skills, experience, and competencies that the person brings to the job as well as to set an appropriate baseline for future pay decisions. When a person joins the City, the Department Head will work with the Human Resources Department to determine the starting pay, which may be anywhere within the job classification. A number of factors should be considered when making this pay decision including but not limited to the candidates skill and applicable work experience, internal equity, education, training and licenses and budget constraints.

Assistance from Human Resources is available to provide information and guidance in making pay decisions, and supervisors should consult with Human Resources on all pay decisions.

COMPENSATION STRUCTURE

The City of Wyoming's employee compensation structure (Administrative and Supervisory Association) comprises two distinct areas. This approach has many benefits, both for the City and for employees and provides guidelines for managing performance and pay so that Supervisors can make pay decisions that are consistent with the City's compensation philosophy.

Classification and Salary Range Component

This component allows for a step system for employees as they gain knowledge and experience in their classification.

The 11-step system for job classifications was developed through a detailed analysis of market compensation levels for both internal and external comparables. The City will maintain the competitiveness of the employee compensation structure by reviewing the market trends annually and, when appropriate, making adjustments to the structure to reflect market pay levels. This component allows for step increases in an employee's wage classification range as they gain knowledge and experience in their job classification. Additional guidelines for the step increases are included in the collective bargaining agreement.

Pay-for-Performance Component

This component allows for a performance-based pay system by enabling pay to be aligned with employee performance. It is a combination of a cost of living adjustment (COLA) and a pay-for-performance bonus based on your performance evaluation.

This component is directly tied to the Audited Net Change (ANC) of the City's General Fund (GF). The funding available for this component is calculated using the following protocol:

A General Fund Affordability Factor (GFAF) is the lesser of the following:

$$\begin{array}{ccc} \text{Case 1:} & & \text{Case 2:} \\ & \text{or} & \\ 150\% \text{ of CPI} & & \frac{50\% \text{ of ANC}}{\text{Total GF Wages}} \end{array}$$

Case 1: In years when the GFAF is 150% of the CPI, then the COLA is equal to the CPI and the maximum pay-for-performance bonus is half of the CPI.

Case 2: In years when the GFAF is $(50\% \text{ of ANC}) / \Sigma(\text{GFW})$, then the COLA is equal to half of the GFAF and the maximum pay-for-performance bonus is also equal to half of the GFAF.

Note: In years when ANC is zero or negative, there will be no pay-for performance increase.

The COLA component is added to base pay on July 1.

The pay-for-performance bonus is a lump sum payment, awarded on or near an employee's review date and is not added to base pay. An employee is eligible to earn the performance bonus based on the points he or she received on the performance evaluation. A percentage of the pay for performance bonus will be awarded as follows:

- 175 - 200 points = 100% of maximum available performance bonus
- 150 - 174 points = 75% of maximum available performance bonus
- 125 - 149 points = 50% of maximum available performance bonus
- Less than 125 points = 0% of maximum available performance bonus

Supervisors shall use the Performance Evaluation Form provided by Human Resources.

WAGE REVIEW

An independent agency will complete wage reviews of comparable positions in the public and private sectors in a manner agreeable to the Administrative Association and the City.

If it is determined that a position is lower than the market (70th percentile) for the position, Human Resources and the Department Head will review the position and will determine if a wage adjustment is necessary and appropriate to bring the position to the 75th percentile.

If it is determined that a position is higher than the market (80th percentile) for the position, employees in said position shall not be eligible for the across the board wage increase and will only be eligible for the performance bonus. If this occurs, the Human Resources Department will complete a wage survey of the position each year until such time the position is back in the market (75th percentile).

DEFINITIONS

Audited Net Change (ANC): The audited net change in the general fund from the prior fiscal year increased by Qualifying Council Adjustments.

Average Wage: Average wage of all full time employees paid from the general fund from the prior fiscal year.

Cost of Living Adjustment (COLA): A wage increase based on the CPI and guidelines contained herein that is awarded to all employees as an across the board wage increase on July 1. There may be years where this is zero.

Consumer Price Index (CPI): Consumer Price Index, All Urban Consumers (U.S. Average) for the period from January through December of the preceding calendar year.

General Fund (GF): The chief operating fund of the City.

General Fund Affordability Factor (GFAF): The lesser of 150% of CPI or $\frac{50\% \text{ of ANC}}{\text{Total GF Wages}}$

Qualifying Council Adjustment: Dollars that the City Council transfers from the general fund for out of the ordinary purchases and/or projects (e.g. court building project, finance system purchase).

Total Wages: Total wages charged to the general fund from the prior fiscal year.

Memo

To: Kim Oostindie, Human Resources Director
From: Molly Remenap, President Wyoming Administrative and Supervisory Association
Date: May 15, 2013
Re: Pay for Performance

The Pay for Performance System as developed by the task force was approved by the Wyoming Administrative and Supervisory Association on February 28, 2013.

CLASSIFICATION AND SALARY SCHEDULE
ADMINISTRATION

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
CLERICAL AND ADMINISTRATIVE								
15050	Administrative Intern	A10	18.71	23.65	3,243.07	4,099.33	38,916.80	49,192.00
15060	Administrative Secretary I	A12	19.77	24.98	3,426.80	4,329.87	41,121.60	51,958.40
15255	Human Resources Coordinator	A12	19.77	24.98	3,426.80	4,329.87	41,121.60	51,958.40
15061	Administrative Secretary II	A18	22.85	28.84	3,960.67	4,998.93	47,528.00	59,987.20
15150	Deputy Clerk	A18	22.85	28.84	3,960.67	4,998.93	47,528.00	59,987.20
15020	Administrative Aide	A20	25.31	31.95	4,387.07	5,538.00	52,644.80	66,456.00
15252	Housing Maintenance Supervisor	A20	25.31	31.95	4,387.07	5,538.00	52,644.80	66,456.00
15248	Facilities Coordinator	A22	26.77	33.88	4,640.13	5,872.53	55,681.60	70,470.40
15030	Administrative Assistant	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15350	Risk Control Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15250	Housing Director	A36	34.82	44.15	6,035.47	7,652.67	72,425.60	91,832.00
15260	Information Technology Supervisor	A32	31.75	40.23	5,503.33	6,973.20	66,040.00	83,678.40
15205	Director of Information Technology	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
ACCOUNTING AND RELATED								
15010	Accountant	A22	26.77	33.88	4,640.13	5,872.53	55,681.60	70,470.40
15190	Deputy Treasurer	A22	26.77	33.88	4,640.13	5,872.53	55,681.60	70,470.40
15358	Senior Accountant	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15110	City Treasurer	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
15180	Deputy Finance Director	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
PROPERTY APPRAISAL								
15140	Deputy Assessor	A32	31.75	40.23	5,503.33	6,973.20	66,040.00	83,678.40
15090	City Assessor	A48	39.06	49.59	6,770.40	8,595.60	81,244.80	103,147.20
PLANNING AND RELATED								
15122	Community Services Coordinator	A18	22.85	28.84	3,960.67	4,998.93	47,528.00	59,987.20
15240	Economic Development Coordinator	A30	31.09	39.35	5,388.93	6,820.67	64,667.20	81,848.00
15310	Principal Planner	A30	31.09	39.35	5,388.93	6,820.67	64,667.20	81,848.00
15080	Chief Building Inspector	A36	34.82	44.15	6,035.47	7,652.67	72,425.60	91,832.00
15100	City Planner	A36	34.82	44.15	6,035.47	7,652.67	72,425.60	91,832.00
PARKS AND RECREATION								
15387	Therapeutic Recreation Specialist	A12	19.77	24.98	3,426.80	4,329.87	41,121.60	51,958.40
15345	Recreation Programmer I	A12	19.77	24.98	3,426.80	4,329.87	41,121.60	51,958.40
15346	Recreation Programmer II	A18	22.85	28.84	3,960.67	4,998.93	47,528.00	59,987.20
15340	Rec. Activities Coordinator	A20	25.31	31.95	4,387.07	5,538.00	52,644.80	66,456.00
15347	Recreation Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15300	Parks & Facilities Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20

CLASSIFICATION AND SALARY SCHEDULE
ADMINISTRATION

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours	
			Min.	Max.	Min.	Max.	Min.	Max.
ENGINEERING AND PUBLIC WORKS								
15120	Civil Engineer	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15280	Motor Pool Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15330	Public Works Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15125	Contracts & Procurement Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15360	Senior Civil Engineer	A34	32.58	41.36	5,647.20	7,169.07	67,766.40	86,028.80
15066	Assistant. Dir of PW-Eng.	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
15065	Assistant. Dir of PW-Maint.	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
15170	Deputy Director of Public Works	A48	39.06	49.59	6,770.40	8,595.60	81,244.80	103,147.20
PUBLIC UTILITIES								
15370	Shop Foreman	A22	26.77	33.88	4,640.13	5,872.53	55,681.60	70,470.40
15247	Environmental Services Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15390	Utility Billing Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15400	Utility Laboratory Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15410	Utility Maintenance Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15420	Utility Operations Supervisor	A28	29.69	37.59	5,146.27	6,515.60	61,755.20	78,187.20
15270	Laboratory Services Manager	A36	34.82	44.15	6,035.47	7,652.67	72,425.60	91,832.00
15430	Utility Plant Superintendent	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
15440	Utilities Engineer	A46	38.85	49.31	6,734.00	8,547.07	80,808.00	102,564.80
PUBLIC SAFETY								
15355	RSVP Coordinator	A12	19.77	24.98	3,426.80	4,329.87	41,121.60	51,958.40
15290	Office Manager	A22	26.77	33.88	4,640.13	5,872.53	55,681.60	70,470.40
15123	Emergency Comm. Supervisor	A22	26.77	33.88	4,640.13	5,872.53	55,681.60	70,470.40
15385	Technical Support Supervisor	A24	27.93	35.35	4,841.20	6,127.33	58,094.40	73,528.00
35010	Deputy Fire Chief	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
JUDICIAL								
15160	Deputy Court Administrator	A24	27.93	35.35	4,841.20	6,127.33	58,094.40	73,528.00
15130	Court Administrator	A40	36.39	46.10	6,307.60	7,990.67	75,691.20	95,888.00
15145	Court Recorder	A12	19.77	24.98	3,426.80	4,329.87	41,121.60	51,958.40

JULY 1, 2013
2.1% Increase

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

WAGE RANGE NUMBER	A	B	C	D	E	F	G	H	I	J	K
A10	18.71	19.16	19.62	20.05	20.49	21.01	21.53	22.00	22.49	23.06	23.65
A12	19.77	20.24	20.70	21.20	21.70	22.22	22.72	23.27	23.80	24.39	24.98
A14	19.94	20.43	20.92	21.41	21.90	22.43	22.95	23.48	24.02	24.57	25.12
A16	20.43	20.89	21.35	21.86	22.35	22.87	23.40	23.97	24.54	25.14	25.73
A18	22.85	23.40	23.94	24.51	25.09	25.67	26.26	26.92	27.57	28.21	28.84
A20	25.31	25.89	26.47	27.09	27.72	28.40	29.09	29.78	30.51	31.22	31.95
A22	26.77	27.40	28.03	28.70	29.39	30.10	30.79	31.56	32.31	33.11	33.88
A24	27.93	28.59	29.25	29.95	30.64	31.40	32.14	32.91	33.69	34.52	35.35
A26	28.47	29.16	29.86	30.58	31.27	32.08	32.87	33.66	34.43	35.29	36.12
A28	29.69	30.42	31.16	31.87	32.58	33.39	34.21	35.04	35.88	36.75	37.59
A30	31.09	31.82	32.57	33.36	34.15	34.98	35.82	36.66	37.52	38.44	39.35
A32	31.75	32.55	33.33	34.11	34.91	35.76	36.60	37.48	38.36	39.30	40.23
A34	32.58	33.39	34.21	35.04	35.88	36.76	37.61	38.57	39.51	40.43	41.36
A36	34.82	35.68	36.51	37.40	38.29	39.20	40.12	41.12	42.14	43.13	44.15
A38	35.61	36.48	37.34	38.24	39.17	40.13	41.09	42.07	43.02	44.12	45.20
A40	36.39	37.35	38.31	39.18	40.03	40.98	41.94	42.99	44.06	45.08	46.10
A42	37.28	38.16	39.07	40.05	41.01	41.99	42.97	44.02	45.09	46.20	47.29
A44	37.59	38.56	39.51	40.43	41.36	42.38	43.40	44.42	45.45	46.64	47.81
A46	38.85	39.78	40.72	41.70	42.70	43.76	44.82	45.90	47.01	48.15	49.31
A48	39.06	40.04	41.01	41.99	42.97	44.02	45.09	46.17	47.24	48.43	49.59
A50	40.75	41.74	42.73	43.78	44.83	45.95	47.07	48.21	49.37	50.58	51.82
A52	41.40	42.41	43.43	44.48	45.55	46.67	47.80	48.96	50.12	51.39	52.63
A54	41.55	42.53	43.54	44.62	45.70	46.80	47.92	49.09	50.27	51.49	52.71
A56	42.48	43.56	44.60	45.66	46.71	47.85	49.01	50.21	51.45	52.70	53.96
A58	44.44	45.55	46.65	47.80	48.93	50.12	51.31	52.56	53.82	55.15	56.50

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE ANNUAL SALARY SUPPLEMENT
AND FRINGE BENEFITS FOR THE WYOMING 62A DISTRICT COURT
JUDGES AND UPDATE THE CITY COUNCIL POLICY MANUAL

WHEREAS:

1. The City Council Policy Manual and Resolution Number 17582 establish the salary supplement and fringe benefits for the 62A District Court Judges.
2. As detailed in the attached staff report, changes to the Policy Manual and an updated Resolution are necessary to ensure consistency.

NOW, THEREFORE, BE IT RESOLVED:

1. The annual salary supplement provided by the City of Wyoming to the 62A District Court Judges shall be equal to the annual salary set by the State of Michigan for District Court Judges, less the amount of the State Contribution.
2. The fringe benefits of health, dental, vision and life insurance, and post-employment retirement medical insurance provided to the 62A District Court Judges shall be on the same basis as provided to the Administrative and Supervisory Association.
3. State and local bar dues and one annual in-state judicial conference shall be paid by the City.
4. The City Council Policy Manual will be updated with the above language.

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

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

ATTACHMENTS:
 Staff Report
 Excerpt from Council Policy Manual
 Resolution Number 17582
 Judicial Salary Information from State

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: May 8, 2012
Subject: 62A District Judges Salary and Fringe Benefits
From: Kim Oostindie Director of Human Resources
Cc: Chris Kittman, Court Administrator
Heidi Isakson, City Clerk
Tim Smith, Finance Director

Meeting Date: May 20, 2012

RECOMMENDATION:

The City Council Policy Manual and Resolution Number 17582 establish the salary supplement and fringe benefits for the 62A District Court Judges. These documents have language that is outdated and contradictory and it is recommended that an updated Resolution be adopted and the Council Policy Manual be updated.

SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – Does not significantly impact this criterion.

Economic Strength – Does not significantly impact this criterion.

DISCUSSION:

Upon review of the life insurance policies, it was discovered that the Council Policy Manual and Resolution Number 17582, dated May 6, 1996 had outdated and contradictory language regarding the 62A District Court Judges' fringe benefits.

The annual salary supplement provided by the City of Wyoming to each 62A District Court Judge is equal to the annual salary set by the State of Michigan for District Court Judges, less the amount of the State contribution. Using this formula, the annual local supplement since 1996 has been \$45,724.

The 62A District Court Judges also currently receive fringe benefits from the City of Wyoming as follows: health, dental, vision and life insurance, and post-employment retirement medical insurance on the same basis as the employees in the Administrative and Supervisory Association. The difference between the Council Policy Manual and Resolution Number 17582 is in the life insurance amount and dental and vision benefits. The Council Policy Manual lists life insurance in the amount of \$35,000, and the Resolution states that the Judges will have life insurance on the same basis as the employees in the Administrative and Supervisory Association. Dental and vision benefits are provided to the Judges, but are not specified in either document.

In addition to the above wages and benefits, the City pays for the State and local bar dues and one annual judicial in-state conference for the Judges.

It is necessary to update the Resolution to remove some outdated language related to past Judges and to update the Council Policy Manual to correct the life insurance and dental and vision information.

BUDGET IMPACT:

There is no change to the budget to update and clarify the language regarding the wages and fringe benefits for the Judges, as the updated documents reflect what is currently provided.

Section 3 - STAFF AND EMPLOYEES

3.01 City Manager. The City Manager is hereby authorized to make settlement of claims without the prior approval of the City Council in all cases where the settlement does not exceed \$10,000.

The City Manager is hereby authorized to give such assistance as is needed in the form of equipment or employees to another municipality within the immediate area in the event that such municipality has been affected with a disaster such as a tornado, conflagration or other emergency situation in which the municipality needs assistance.

3.02 62-A District Court Judges. Beginning June 1, 1986, the annual salary supplement provided by the City of Wyoming to each 62-A District Court Judge shall be equal to the annual salary set by the State of Michigan for District Court Judges, less the amount of the State contribution. ~~and will include the following fringe benefits:~~

- ~~A. The City Health Plan subject to the enrollment rules of the plan~~
- ~~B. Life insurance—\$35,000~~
- ~~C. Payment of State and local bar dues~~
- ~~D. One annual judicial in-state conference~~

The fringe benefits of health, dental, vision and life insurance, and post-employment retirement medical insurance provided to the 62A District court Judges shall be on the same basis as provided to the Administrative and Supervisory Association.

State and local bar dues and one annual in-state judicial conference shall be paid by the City.

3.03 City Attorney. In order to obtain a written opinion from the city attorney, the request will be put in writing signed by at least two members of the City Council, or by verbal request at a public meeting with support from at least one other member of the Council.

The Attorney or designee shall attend all meetings of the City Council.

3.04 Reserved

3.05 Employee Service Awards. Service awards for all employees shall be given annually for continuous years of employment with the City at: 10 years, 15 years, 20 years, 25 years, and 30 years or more of service.

3.06 Unemployment Compensation. The City adopts the Michigan State plan for unemployment compensation whereby the City will reimburse the State for the unemployment expenses incurred on its behalf.

3.07 Affirmative Action Program. The City subscribes to an Affirmative Action Program for minority group persons employed by certain contractors, agencies, and other business firms which are utilized by the City. The City also subscribes to an Affirmative Action policy regarding minority group persons employed, and to be employed, by the City. A complete copy is on file at the Human Resources office.

3.08 Authorization for City Treasurer to accept partial payments. The City Treasurer is hereby authorized to accept partial payments for real and personal property taxes. If the partial payment on a parcel results in a balance of less than \$5.00 on summer taxes and less than \$1.00 on winter taxes, the City Treasurer is authorized to mark the parcel as paid in full prior to the turning the tax roll over to the Kent County Treasurer on March 1 of each year.

RESOLUTION NO. 17582

RESOLUTION TO ESTABLISH THE ANNUAL SALARY SUPPLEMENT AND FRINGE BENEFITS FOR THE WYOMING 62A DISTRICT COURT JUDGES

WHEREAS, the State of Michigan has set the maximum local annual salary supplement effective January 1, 1996 of \$45,724; and

WHEREAS, the State of Michigan has paid the annual judicial standardization payment to the City of Wyoming based on such local supplements and will pay the standardization payment of \$41,152 for each Judge's salary beginning January 1, 1996; and

WHEREAS, the State of Michigan requires that the maximum local supplement be paid to qualify for the standardization payment; and

WHEREAS, The City Council has established the salaries and fringe benefits of the 62A District Court Judges by resolution, now, therefore

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

1. Establish the annual salary supplements for each Wyoming District Court Judge, effective January 1, 1996, in the amount of \$45,724.
2. Authorize the retroactive payment of the difference between this salary and the salary paid through May 6, 1996.
3. Approve the attached fund transfer appropriating the additional funds required in this Resolution.

BE IT FURTHER RESOLVED, that the City Council hereby establishes fringe benefits for the District Court Judges as follows:

1. Medical insurance coverage options identical to those received by employees within the Administrative and Supervisory Employees Association.
2. Post-retirement medical insurance coverage options and premium payments identical to those received by retirees from the Administrative and Supervisory Employees Association, subject to the same service and age requirements as Administrative and Supervisory Employees, except that for Judge Jack R. Jelsema and Judge Richard H. Timmers the five year vesting requirement is waived and they are vested on the effective date of this resolution.

3. Paid life insurance coverage in the same amount as that received by employees within the Administrative and Supervisory Employees Association.
4. Payment of State and local bar dues.
5. One annual in-state judicial conference.

Council member Nelson moved, seconded by Council member Dykstra, that the above Resolution be adopted.

Motion carried: 7 Yeas, 0 Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 6th day of May, 1996.



NANCY M. GIAR
Wyoming City Clerk

Judicial Salary Information Update
2001 - 2002 to present date

Court Type	Salary Information	Annual Salary Effective 01/01/01	Annual Salary Effective 01/01/02 to present date	State/Local Payroll Warrant	Reimbursement by State	
					2001	2002 to present date
Supreme Court	State Salary	\$159,960	\$164,610	State Payroll		
Court of Appeals	State Salary	\$147,163	\$151,441	State Payroll		
Circuit Court	Total Salary	\$135,966	\$139,919			
	State Salary	\$90,242	\$94,195	State Payroll		
	Local Supplement	\$45,724	\$45,724	Local Payroll	\$45,724	\$45,724
District Court	Total Salary	\$134,366	\$138,272			
	State Salary	\$88,642	\$92,548	State Payroll		
	Local Supplement	\$45,724	\$45,724	Local Payroll	\$45,724	\$45,724
Probate Court	Total Salary	\$135,966	\$139,919			
	Statutory Salary	\$90,242	\$94,195	Local Payroll	\$90,242	\$94,195
	Local Supplement	\$45,724	\$45,724	Local Payroll	\$45,724	\$45,724
Probate Court (Part Time)	Total Salary Maximum	\$63,000	\$63,000			
	Statutory Minimum	\$20,000	\$20,000	Local Payroll	\$20,000	\$20,000
	Maximum Local Supplement	\$43,000	\$43,000	Local Payroll	\$5,750	\$5,750

*Salaries have not changed since 2002.
JHR 11/2012

RESOLUTION NO. _____

RESOLUTION TO CREATE A GOVERNANCE MODEL FOR THE PURPOSES OF ESTABLISHING AN
AMBULANCE CONSORTIUM FOR KENT COUNTY COMMUNITY'S.

WHEREAS:

1. The City of Wyoming has been working with neighboring communities and Kent County Emergency Medical Services for the purpose of creating a Kent County Ambulance Consortium,
2. The Ambulance Consortium will stabilize existing ambulance service by establishing clear performance standards and service requirements and establishing territory lines that will protect incumbent providers in a long-term contract.
3. The Ambulance Consortium will help prevent area municipalities from acting independently in this regard which could degrade service and increase costs by creating a patchwork of coverage areas and inconsistent standards for service.
4. The interested partners are now interested in creating a governance model as the basis to administer this consortium,
5. The development of the governance model will require outside legal assistance not to exceed \$15,000,
6. Approval of this resolution indicates willingness of the City of Wyoming to share equally in the cost of development of the governance documents,
7. Approval of this resolution indicates a willingness to further consider the impacts of the proposed Consortium but does not bind The City of Wyoming to joining the consortium.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council/Commission of the City of Wyoming agrees to participate as a partner in the development of the Kent County Ambulance Consortium Governance documents.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes No

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

Heidi Isakson, City Clerk

MEMORANDUM

TO: Mayor and City Council

FROM: Curtis Holt, City Manager

DATE: May 2, 2013

SUBJECT: Kent County Ambulance Consortium

For approximately one (1) year the Urban Metro Mayors and Managers (UMMM) group has been discussing the implementation of an Ambulance Consortium for Kent County. In 2011 the Kent County Emergency Medical Service (KCEMS) engaged an EMS consulting firm to provide and assessment and offer recommendations on ways to improve the medical control authority and the services it provides. The overall intent of the study was to:

- Initiate dialog among stakeholders on the future direction of the EMS system in Kent County
- Frame specific issues that need resolution and offer recommendations
- Establish a baseline on the current level of EMS system performance so that progress can be assessed moving forward.

Although the study included an extensive list of recommendations and observations, one recommendation addressed several issues that were being discussed by UMMM. That recommendation was as follows:

2) Kent County Medical Control Authority (KCMCA) should facilitate a dialog among the cities, townships and the County to help them come to informed consensus on key issues in the design of the County-wide EMS system.

Two specific issues connected to this recommendation caught the attention of UMMM

- a) Determine what additional services, if any, may be collectively needed / desired by the communities which leverage the existing EMS system infrastructure.
- b) Municipalities should make explicit allocations of ambulance market rights for specific areas through performance contracts
 - a. The performance contracts should specify service features, standards and accountabilities.

Based upon these recommendations we have determined that creation of an ambulance consortium in partnership with KCEMS is the best way to create a stable, accountable and responsible emergency medical service for the future.

The resolution I have attached for your consideration does not make us a member of the consortium at this time. The current request before you is to join a partnership of other communities to create a governance model to administer the consortium. This will require some expense from outside legal staff to develop the proper vehicle to administer the consortium. Our interest is not to create another governmental layer; however, we must create a workable model that will accomplish the recommendations originally recommended as part of the initial EMS Study. We are anticipating that this work will be done under the Municipal Partnership Act (MPA) that would be the first use of this act state-wide.

We have contact a legal firm to help us develop the right governance documents. We have also been given a not to exceed price of \$15,000 for this work. Therefore, we are proposing that all communities who chose to be a part of this consortium share in the cost of developing these documents as an equal partner. Therefore, the more members of the consortium the lower the cost per partner.

This resolution only asks to participate in the creation of the governance documents. Once the documents are created the City of Wyoming will then be asked to official participate in the consortium.

I recommend we proceed with the approval of the resolution which commits us to our portion of the creation of the governance documents.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE REVISIONS TO THE WYOMING
REHABILITATION MANUAL

WHEREAS:

1. The Wyoming Rehabilitation Manual outlines the policies and procedures for the City's Housing Rehabilitation Program, which is in need of revisions to reflect overall program and operational changes.
2. The proposed revisions were reviewed and recommended by the Wyoming Rehabilitation Committee and staff to the Wyoming Community Development Committee.
3. The Wyoming Community Development Committee has recommended that the City Council approve these proposed revisions to the Wyoming Rehabilitation Manual.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby adopt the attached revised Wyoming Rehabilitation Manual, with the proposed Manual changes effective July 1, 2013.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Wyoming Rehabilitation Manual

STAFF REPORT

Date: April 15, 2013
Subject: Adoption of Revised Wyoming Rehabilitation Manual
From: Rebecca Rynbrandt, Director of Community Services
Meeting Date: May 20, 2013

RECOMMENDATION:

It is recommended by the Wyoming Rehabilitation Committee and the Wyoming Community Development Committee that the City Council adopt the revised Wyoming Rehabilitation Manual.

SUSTAINABILITY CRITERIA:

Environmental Quality – The adopted City policies, programs and administrative processes in the Wyoming Rehabilitation Manual help to ensure an environment of safe housing and neighborhoods free from slums and blight.

Social Equity – The manual describes adopted City policies, programs and administrative processes of the rehabilitation program related to improvement of the health, safety and welfare of the City's low and moderate income residents. The manual works to ensure fair and equitable treatment.

Economic Strength – The adopted City policies, programs and administrative processes in the manual help to ensure the conservation and preservation of housing and improvement of neighborhood economic conditions, including but not limited to the preservation of property values.

DISCUSSION:

The City of Wyoming has been an entitlement City for Community Development Block Grant (CDBG) funds since the inception of the program in 1974. The Department of Housing and Urban Development (HUD) has set parameters for use of the grant monies, but individual communities may design their own programs and activities within the federal parameters. The Rehabilitation Program is one of the major activities outlined in the Five Year Consolidated Strategic Plan for the City of Wyoming. The Wyoming Rehabilitation Manual describes those adopted City policies, programs and administrative processes related to the structural rehabilitation portion of the overall CDBG Program.

Since the manual has not been updated in over ten years, a major cleanup was needed to reflect overall program and operational changes. The proposed revisions were reviewed by the Wyoming Rehabilitation Committee, which included myself, Director of Community Services, City Planner Tim Cochran and Chief Building Official Jim DeLange. Rehabilitation Specialist Ken Dalga and Administrative Aide Kim Lucar also did a review. The citizen appointed Wyoming Community Development Committee had previously made their recommendation on several items, which have been included. Some of the major revisions include:

- Increasing the maximum loan amount from \$15,000 to \$20,000.
- Increasing the general improvement items amount from \$4,000 to \$5,000.
- Amending the emergency roof/furnace loans to provide for full housing improvements concurrently.
- Loan applicant and contractor verification processes have been updated to current HUD standards.
- Demolition Program has been expanded to include decks, fencing, and other blighted structures.

Several programs were removed due to obsolescence: Paint Program, Rental Housing Rehabilitation Program, Lee/Burton Rental Housing Rehabilitation Program and the stand-alone Roofing Rehabilitation Program. Referenced job titles have been updated throughout to reflect staff reorganization.

At their meeting of April 3, 2013, the Wyoming Community Development Committee unanimously recommended that the City Council approve the proposed revisions to the Wyoming Rehabilitation Manual.

If adopted by City Council, the proposed Manual changes will be implemented by July 1, 2013.

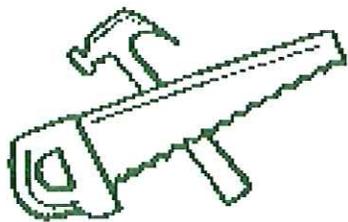
ATTACHMENT:

Wyoming Rehabilitation Manual



DRAFT

CITY OF WYOMING REHABILITATION MANUAL



REHABILITATION MANUAL

Guidelines for Rehabilitation Programs

Sponsored by the

Community Development Program

CITY OF WYOMING, MICHIGAN

Wyoming Community Development Committee Approval: _____/13

Wyoming City Council Adoption: _____/13

REHABILITATION MANUAL
LIST OF PARTICIPATING OFFICIALS
WYOMING, MICHIGAN

CITY COUNCIL

Jack Poll Mayor
William VerHulst 1st Ward
Richard Pastoor 2nd Ward
Joanne Voorhees. 3rd Ward
Kent Vanderwood At-Large
Sam Bolt At-Large
Dan Burrill At-Large

COMMUNITY DEVELOPMENT COMMITTEE

Dr. Thomas Reeder - Chair
Deborah Krenz – Vice Chair
Christopher Hall
Tyler Jackson
Rick Sturim
Margaret Turner
Phillip Ziemba

REHABILITATION COMMITTEE

Rebecca Rynbrandt Director of Community Services
James DeLange Chief Building Official
Timothy Cochran City Planner

PROJECT STAFF

Curtis Holt City Manager
Barbara VanDuren Deputy City Manager
Rebecca Rynbrandt Director of Community Services
Kimberly Lucar Administrative Aide
Kenneth Dalga. Building Rehabilitation Specialist

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SECTION I
INTRODUCTION

A. DESCRIPTION OF THE COMMUNITY DEVELOPMENT REHABILITATION PROGRAM:

1. Administration:

Since 1975, the Department of Housing and Urban Development has annually made available grants to communities for various community improvements under HUD's Community Development Block Grant Program (CDBG). HUD has set parameters for use of the grant monies, but the individual communities may design their own programs and activities within the federal parameters. In Wyoming the CDBG Program has been guided by the Five Year Consolidated Strategic Plan for the City of Wyoming, that sets general guidelines relative to where to spend the monies and for what purposes. The annual City HUD application refines and details the Plan guide. It is called the Wyoming Consolidated Housing and Community Development Plan (CHCDP) One Year Action Plan.

The Wyoming City Council adopts the CHCDP and approves the annual CHCDP application. However, to provide additional citizen input, the Council has appointed a citizens advisory committee known as the Community Development Committee to make recommendations to it covering the overall CDBG Program and the five year Plan.

While not involved with recommendations for the five year Plan or annual CDBG application, another Committee has responsibilities in the approval of site specific activities, based on the Plan and application. This is the Rehabilitation Committee, consisting of three staff members from the Community Services area.

Housed within the City of Wyoming's Community Services Division, the Community Development Department handles the day-to-day administration of the CDBG Program and serves as staff advisor to the Council, Community Development Committee and Rehabilitation Committee. The Community Development Department has such functions as preparing the CHCDP and annual CHCDP application, implementing CDBG projects and satisfying the HUD administrative requirements. Five other City departments have continuous input into the CDBG Program. The Planning Department assists in the identification of blighted areas, land use planning, and housing needs; the Building Inspections Department provides expertise in specialized building rehabilitation; the Engineering Department supervises major construction projects; the Accounting Department does the financial bookkeeping; and the Treasurer's Office acts as the collection agent for loan payments. Other City departments provide periodic assistance as needed.

For a more detailed description of the key Committees and C.D. Staff involved in the CDBG Program, refer to Section VII.

2. Objectives:

Beginning in 1974 and periodically thereafter, studies of the City have been conducted by

the Planning/Community Development Department staff to determine City and citizen needs within the framework of HUD-guidelines. These studies have located pockets of low and moderate income families and neighborhood development needs, including physical deterioration in housing and various City services. Based on the studies, the following CDBG Program objectives were developed and approved by the City Council:

- a. Elimination and prevention of slums and blight.
- b. Improvement of the health, safety and welfare of the City's low and moderate income residents.
- c. Conservation and preservation of housing.
- d. Improvement of neighborhood economic and social conditions.

The CHCDP and annual CHCDP applications and subsequent projects reflect these objectives.

B. USE OF THE REHABILITATION MANUAL:

This manual describes those adopted City policies, programs and administrative processes related to the structural rehabilitation portion of the overall CDBG Program. Program elements not included in the Manual include new construction and equipment projects, social programs, and other non-rehabilitation activities. An outline of the Manual follows:

Sections I-II: Introductory Materials
III-VI: Programs
VII-VIII: General Administration
IX-XII: Program Administration
Appendix A: Classification of Eligible Work Items

Refer to the TABLE OF CONTENTS for the location of each of the sections.

C. EFFECTIVE DATE:

This manual supersedes all prior City of Wyoming Rehabilitation Manuals and is effective as of the date of Wyoming City Council adoption as noted on the title page.

SECTION II

DEFINITIONS

The definitions listed here are included to provide full understanding of the guidelines set forth in this Manual. Whenever possible, the definitions of terms are those set forth in the Municipal Codes and Ordinances of City of Wyoming, Michigan. None of the terms listed here are intended to nullify the provisions of any local code or ordinance.

Applicant: A family, person or owner who is applying for rehabilitation assistance.

Assessed Value: The value of a piece of property for tax purposes, as determined by the Wyoming City Assessor. Assumed to be one-half of market value.

Code Violations: Those conditions that are not in conformance with applicable Federal, State, County and City health, housing, building, fire prevention, housing maintenance, zoning codes and other public standards.

Contract: A written, signed agreement to perform housing improvement or demolition work.

Contractors: Any general contractor, sub-contractor, worker or supplier who does rehabilitation work for applicants under this program.

Community Development Office: A department of the City of Wyoming's Community Services area that is responsible for administering the Community Development Program.

Deferred Loan/Grant: An award of Community Development funds to an eligible applicant to be used for home repairs. The required amount of repayment of the funds, if any, is based upon the number of years that the mortgage is in effect.

General Improvement Items: Those rehabilitation improvement work items which increase the general value of a residence, such as carpeting, cabinets, interior painting or wall coverings, air conditioning, refrigerator, stove or oven, but are not code violations.

Gross Family Income: All income according to the HUD definition of "Annual Income", except that past and future overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services shall not be considered if deemed to be nonrecurring by the Rehabilitation Committee.

Housing Improvement Area: A portion of the City, designated by the Community Development Committee and the City Council, in which funds may be expended for Community Development Program activities.

H.U.D.: An office of the federal government known as the Department of Housing and Urban Development.

Inspector: A city employee whose responsibility is to enforce Michigan construction and property maintenance codes.

Incipient Code Violations: Those conditions, in the judgment of the Code Enforcement Inspector, Building Inspector, or Building Rehabilitation Specialist that are likely to deteriorate into actual code

violations in the near future.

Liquid Assets: All assets of an applicant, which shall include, but are not limited to, cash, checking and savings accounts, stocks, bonds, mutual funds, IRA's and real estate other than the principal residence.

Loan: An award of Community Development funds to an eligible applicant to rehabilitate property, which must be repaid in installment payments to the City.

Mortgage: A security document, in favor of the City, placed against the property of a loan or deferred loan/grant recipient, which states the repayment terms of the rehabilitation loan or deferred loan/grant.

Owner (Legally Authorized Agent): Persons or families who are the fee owners or contract for deed purchasers of eligible properties.

Rehabilitation: A repair or renewal treatment used to restore or revitalize deteriorating properties.

Severe Code Violations: Those code violations that directly and immediately endanger the public health, safety and welfare.

Target Area: Same as Housing Improvement Area.

SECTION III

HOMEOWNER HOUSING REHABILITATION PROGRAM

A. PURPOSE:

As a means of maintaining and improving the structural condition of neighborhoods, and to provide housing assistance to low and moderate income homeowners, deferred loan/grants and loans are available to low and moderate income homeowners in Community Development Target Areas for housing rehabilitation. Policies and rules pertaining to the Homeowner Housing Rehabilitation Program follow.

B. ELIGIBILITY REQUIREMENTS:

1. Property:

- a. Type/Location: The property shall be a single-family residence located anywhere in the city.
- b. Zoning: The property must be residentially zoned, according to the Wyoming Zoning Ordinance.
- c. Limit: Only one deferred loan or loan may be given per property in any 20 year period.

2. Applicant:

- a. Ownership: The applicant must be an owner-occupant or purchaser-occupant of the residence. A title search will be obtained for the property.
- b. Limit: The applicant may receive no more than one deferred loan or loan in any 20 year period.
- c. Income: For deferred loans/grants the gross family income of applicants shall not exceed 50% of the most current applicable median gross family income of the Grand Rapids Standard Metropolitan Statistical Area (SMSA). For loans, the gross family income limit shall be 80% of the SMSA figure. These figures shall be calculated based on SMSA family income data provided by the Economic Market and Analysis Division of HUD. Income calculations shall be based on averaging the total previous tax year's income with the current projected year's income, based on a normal week's salary. However, if the current projected year's income exceeds the program's income standards, the applicant is ineligible for funds.
- d. Ability to Repay: The applicant must verify to the City the ability to repay a loan; this requirement is waived for deferred loan/grants. For loans, the following documents shall be submitted:
 - IRS Personal Income Tax Report for previous year.
 - Current Income Verification form from employer(s), three most current payroll

stubs and/or other verification of non-wages income.

- Personal Credit Report (Ordered and reviewed by the Community Development Department).

- Title Report (Ordered and reviewed by the Community Development Department) verifying proof of home ownership and clear title.

- Personal Financial Statement/Monthly Budget (The ability to pay index on the PFS must be greater than \$100 a month per household member to qualify for approval of the loan.)

- e. Assets: For deferred loan/grant applicants, liquid assets cannot exceed \$15,000. For loan applicants, there are no asset limits.

C. FUNDING LIMITATIONS:

1. Maximum: The actual amount of all eligible work item costs and closing costs shall be the amount of funding to a limit of \$20,000.
2. Contingency: Up to an additional 10 percent of the funding amount of the initial contract may be authorized by the City and the applicant to cover unforeseen expenditures during construction. The amount may be used to cover legitimate repair costs associated with the original bid items or work specified in the contract. If the added repair costs exceed the 10% amount, the owner may escrow the additional monies or the Rehabilitation Committee may approve the added costs, provided that the total costs remain within the maximum funding limits.
3. Overages: Any work completed, not previously authorized by the City, that exceeds the maximum funding limitations shall be at the discretion and obligation of the owner.
4. Existing Debt: Funds shall not be available to refinance existing debt on the property.
5. Change Orders: Change orders may be made to substitute for contract items in order to comply with the limits set forth in III(C)(1) and III(C)(2), with the written approval of the appropriate Community Development staff member, owner(s) and contractor.

D. MORTGAGE REQUIREMENTS:

1. Mortgage Recording: The city must record a mortgage in the name of the City against any property for which a deferred loan/grant or loan has been approved. In cases where an applicant will not agree to a mortgage, the Rehabilitation Committee must disapprove the application. For a property under land contract, the contract seller must also sign the mortgage, except that this condition may be waived in instances where the land contract seller refuses to sign a mortgage and the applicant signs an assignment of land contract as security.
2. Transfer of Title: If the title of the property is transferred by the recipient to any party, other than his or her spouse, then the outstanding balance of the mortgage shall become due and payable on the closing date of the title transfer.

3. Pre-Payment: There shall be no penalty for total prepayment of loans.
4. Term: The term for a deferred loan/grant shall continue indefinitely until the outstanding loan amount is repaid. The applicant may choose to repay the loan or portions thereof at any time. The repayment shall be due upon transfer of title under the conditions of III(D)(2). That portion of the deferred loan/grant to be repaid (with the remainder deemed a grant) shall be according to the following schedule:

<u>Length of Time from the Mortgage Date</u>	<u>Repayment Rate</u>
0-1 Year	100%
1-2 Years	90%
2-3 Years	80%
3-4 Years	70%
4-5 Years	60%
5 or More Years	50%

The maximum term for a loan is 15 years, except that the Rehabilitation Committee may require a shorter term. The minimum monthly loan payment is \$25.00

5. Interest Rate: No interest shall be charged for deferred loan/grants. The annual interest rate for loans shall be three percent (3%).

E. ELIGIBLE IMPROVEMENTS:

(See Appendix A, "Classification of Eligible Work Items" for a detailed description of Code Violations versus General Improvement Items.)

1. Code Violations: All code violations shall be repaired within the maximum limitations. In the event that costs for these corrections exceed the limits, deletions may be made on certain repairs at the discretion of the Rehabilitation Committee. The committee may require the applicant to escrow additional monies to cover those items, which exceed the limitations prior to the approval of assistance. Garage repairs are also eligible.
2. Incipient Code Violations: The application may include incipient code violation repairs.
3. General Improvement Items: General Improvement Items, as defined in this Manual, not to exceed \$5,000 in total costs, may be included in an improvement loan, but not in a deferred loan/grant. All code violations shall be included for correction before approval of any general improvement items as determined by the Rehabilitation Committee.
4. Self-Help: Deferred loan/grants or loans shall not be used to finance work performed by the recipient or any unlicensed contractor. All work shall be on a contractual basis between the loan recipient and a contractor.

F. DEFERRED LOAN/GRANT OR LOAN APPROVAL AUTHORITY:

Sole approval of a deferred loan/grant or loan shall rest with the City, through the Rehabilitation Committee. A majority vote of the Rehabilitation Committee is required for the final approval of a deferred loan/grant or loan.

SECTION IV
COMMERCIAL REHABILITATION PROGRAM

A. PURPOSE:

A deteriorating neighborhood commercial sector is a blighting influence on the nearby residential neighborhood. Inadequate business parking or cramped space also inconveniences or underserves the residents. In order to maintain a strong neighborhood commercial sector and safeguard the adjoining neighborhood, loans are available to property owners of businesses for property improvement. Policies and rules pertaining to the Commercial Rehabilitation Program follow.

B. LOAN ELIGIBILITY REQUIREMENTS:

1. Property:

- a. Location: The business shall be located in a qualified target area designated as part of the Wyoming Community Development Block Grant Program.
- b. Zoning: The property must be eligible for use as commercial activities, according to the Wyoming Zoning Ordinance.
- c. Type of Structure: The structure must be at least 50 percent commercial in structural design.
- d. Limit: Only one loan may be given per structure per 20 year period.

2. Applicant:

- a. Ownership/Unit Eligibility: The applicant must be the owner/purchaser of the structure or unit. A title search will be obtained for the property.
- b. Ability to Repay: The applicant must verify to the City the ability to repay the rehabilitation loan. The following documents shall be submitted:
 - Personal Credit Report (Ordered and reviewed by the Wyoming Community Development Department).
 - Title Report (Ordered and reviewed by the Community Development Department) verifying proof of home ownership and clear title.
 - Personal Financial Statement/Monthly Budget (The ability to pay index on the PFS must be great than \$100 per month to qualify for approval of the loan).
 - Profit and loss statement (for loans over \$10,000).
 - .Personal Income Tax forms (for loans over \$10,000).

C. FUNDING LIMITATIONS:

1. Maximum: The applicant shall be eligible for a loan up to \$10,000 with no matching private funds required. For project costs exceeding \$10,000, a dollar for dollar applicant match is required of that amount over \$10,000. No Community Development loan shall exceed \$25,000. Also, no loan may be given if the debt on the property exceeds two times the current City assessed value of the property, except that other types of loan guarantees may be provided, as per Section IV(D).
2. Contingency: Up to an additional 10 percent of the funding amount of the initial contract may be authorized by the City and the applicant to cover unforeseen expenditures during construction. The amount may be used to cover legitimate repair costs associated with original bid items or work specified in the contract. If the added repair costs exceed the 10% amount, the owner must escrow the additional monies or the Rehabilitation Committee may approve the added costs provided that the total costs remain within the maximum funding limits.
3. Overages: Any work completed, not previously authorized by the City, that exceeds the maximum funding limitations shall be at the discretion and obligation of the owner.
4. Existing Debt: Funds shall not be available to refinance existing debt on the property.
5. Change Orders: Change orders may be made to substitute for contract items in order to comply with the limits set forth in IV(C)(1) and IV(C)(2), with the written approval of the appropriate Community Development staff member, owner(s) and contractor.

D. MORTGAGE REQUIREMENTS:

1. Mortgage Recording: The City will record a mortgage in the name of the City against any property for which a rehabilitation loan has been approved. However, the Rehabilitation Committee may accept a mortgage on an alternate property of the applicant, providing that it satisfies the requirements of Section IV(C)(1). In cases where the applicant will not agree to a mortgage, the Rehabilitation Committee must disapprove the loan.
2. Transfer of Title: If the title to the property is transferred by the recipient to any party, other than his or her spouse, then the outstanding balance of the mortgage shall become due and payable on the closing date of the title transfer.
3. Pre-Payment: There shall be no penalty for total prepayment of the loan.
4. Term: The maximum term of a loan is fifteen years. The Rehabilitation Committee may require a shorter term loan. Minimum monthly loan payment shall be \$25.00.
5. Interest Rate: The annual interest rate shall be three percent.

E. ELIGIBLE IMPROVEMENTS:

1. Priority and Types of Improvements: The following types of eligible improvements are listed in order of priority:
 - a. Correction of severe code violations (See Appendix A) items.

- b. Creation of five or more parking spaces, where there is a parking deficiency.
 - c. Facade improvements.
 - d. Correction of other code or maintenance items. (Items a-c above must be completed first.)
 - e. Repaving of existing parking allowed only when any of the above items are also being done. (Maximum of 50% of a loan for repaving.)
 - f. Fencing and landscaping improvements when auxiliary to any of the other above improvements.
2. Self-Help: Loans shall not be used to finance work performed by the recipient. All work shall be on a contractual basis between the loan recipient and a licensed contractor.

F. FEDERAL REGULATIONS:

All Federal Regulations shall apply as required by HUD, periodically amended. The following federal regulations, as well as any required updates, shall be adhered to in commercial loan cases:

- 1. Davis Bacon Wage Rates
- 2. Copeland "Anti-Kickback" Act
- 3. Wage, Hour and Safety Act
- 4. HUD Section 3 Training Act
- 5. Equal Opportunity Statement
- 6. Affirmative Action Plan (for loans over \$10,000)
- 7. Invitational open bidding through the Community Development Department (for loans under \$10,000)

G. LOAN APPROVAL AUTHORITY:

Sole approval of a loan shall rest with the City, through the Rehabilitation Committee. A majority vote of the Rehabilitation Committee is necessary for the final approval of the loan.

SECTION V

DEMOLITION PROGRAM

A. PURPOSE:

Certain structures in the City evidence physical deterioration, or obsolescence, to such a high degree that restoration is no longer economically feasible. Yet, such structures remain standing, often for years, and have a blighting influence on the neighborhood. Therefore, non-repayable grants are made available for the demolition of such structures. Policies and rules related to the Demolition Program follow.

B. ELIGIBILITY REQUIREMENTS:

1. Property:

a. Type/Location: Grants may be given to demolish structures that are deemed, by the Rehabilitation Committee, to be physically decayed and a blighting influence on the neighborhood. For commercial projects only, obsolescence may also be a qualifying factor, if the demolition is part of a commercial improvement project under Section IV of this Manual. The structure to be demolished shall be located anywhere in the city.

b. Limit: Only one grant may be given per property.

2. Applicant:

a. Ownership: The applicant must be the owner of the structure to be demolished and the related land area. A title search will be obtained for the property.

b. Income: For demolition grants, the gross family income of applicants shall not exceed 80% of the Grand Rapids Standard Metropolitan Statistical Area (SMSA). These figures shall be calculated based on SMSA family income data provided by the Economic Market and Analysis Division of HUD. Income calculations shall be based on averaging the total previous tax year's income with the current projected year's income, based on a normal week's salary. However, if the current projected year's income exceeds the program's income standards, the applicant is ineligible for funds.

c. Authorization and Release of Liability: All persons and/or organizations with an interest in the property must sign an "Authorization and Release of Liability" form which releases the City from any possible liability resulting from the demolition.

d. Limit: Only one grant may be given per property owner.

C. FUNDING LIMITATIONS:

1. Maximum: The amount of the grant shall not exceed the costs of demolition of the structure plus related eligible work as defined in Section V D.

2. Contingency: Up to an additional 10 percent of the funding amount of the initial contract may be authorized by the city and the applicant as a contingency to cover unforeseen expenditures during the work. The amount shall be used to cover legitimate repair costs associated with original bid items or work specified in the contract.
3. Overages: Any work completed, not previously authorized by the City, that exceeds the contract shall be at the discretion and obligation of the owner.
4. Change Order: Change orders may be made to substitute for contracted items, with the written approval of the applicable Community Development Department staff member, owner(s) and contractor.

D. ELIGIBLE WORK:

1. Eligible Items: The following items may be removed from the site, subject to the approval of the Rehabilitation Committee:
 - a. Building structures, including decks, fences, garages or other blighted structures.
 - b. Concrete foundations, pads, floors, driveways, sidewalks, etc.
 - c. Trees, stumps, bushes, fencing, etc., located on public property.
2. Self-Help: The grant shall not be used to finance work performed by the recipient. All work shall be on a contractual basis between the recipient and a qualified contractor.

E. DEMOLITION APPROVAL AUTHORITY:

Sole approval of a demolition grant shall rest with the City. The Rehabilitation Committee shall have approval authority, by majority vote. For grants of \$8,500 or more, the Wyoming City Council must also approve the demolition.

SECTION VI

HOMEOWNER HOUSING EMERGENCY REPAIR PROGRAM

A. PURPOSE:

The Homeowner Housing Emergency Repair Program allows for the expediting of repair to those housing code violations creating a severe and immediate threat to the homeowner's health and safety while waiting for processing to correct housing code violations in the dwelling under the normal housing rehabilitation process as described in Section III.

B. ELIGIBILITY REQUIREMENTS:

1. Property: The property must satisfy the requirements of Section III(B)(1).
2. Applicant: The applicant must satisfy the requirements of Section III(B)(2), except that family income verification will be based on a preliminary reduced investigation to allow for a faster decision on the request.
3. Security Requirements: Eligible applicants must sign a mortgage or an assignment of land contract as security.
4. Limit: Emergency repair funds may not be awarded for structures previously repaired within the past 20 years through the Homeowners Housing Rehabilitation Program (Section III).

C. FUNDING LIMITATIONS:

1. Emergency Determination: An emergency repair item shall be a furnace replacement and/or a roof replacement. The Building Rehabilitation Specialist shall determine if items are an emergency and make a recommendation to the Rehabilitation Committee.
2. Other Improvements: Applicants receiving emergency repair funds will be placed at the front of the Community Development Department's waitlist and all other eligible home improvements may be addressed at that time to be included in the home rehabilitation deferred loan/grant or loan, as per Section III. The number of emergency cases per year shall be monitored to review any noticeable increases in requests.
3. Disqualification: In cases where formal verification indicates that the applicant is ineligible for funds, the emergency repair costs shall be deemed as a debt of the applicant to the City and shall become due and payable within 30 days from the date of disqualification of the application.

D. APPROVAL:

The Rehabilitation Committee shall determine and approve any emergency repair items and the amount of funding.

SECTION VII

GENERAL ADMINISTRATIVE RESPONSIBILITIES

A. COMMUNITY DEVELOPMENT COMMITTEE:

1. Purpose:

This Committee is formed to provide citizen representation to advise staff and the City Council relative to the overall Community Development Program, including in particular the Community Development Plan and the annual Community Development Applications.

2. Members:

This Committee shall have nine members, appointed by the City Council. Members shall serve for two years. However, for any City Official appointment (e.g., Council, Planning Commission), if that City Official is not reelected or reappointed to the respective City Council or Commission, then there shall automatically be a like vacancy on the Community Development Committee, with the City Council charged with appointing a replacement to complete the member's term.

When making appointments to the Committee, the Council shall strive to maintain a broadly representative Committee, but with emphasis on such groups as current and anticipated Community Development Target Area residents and businesses, lower income families, minorities, elderly, females, City Council and other City government commissions related to developmental activities. The Chair of the Committee shall be elected annually by the members, at the first meeting occurring after January 1st. The Director of Community Services shall be an ex-officio member of the Committee. The Community Development Department Administrative Secretary/Aide shall serve as Recording Secretary for this Committee.

3. Duties:

The Community Development Committee shall review and make recommendations to the City Council relative to the following items:

- a. Consolidated Housing and Community Development Plan (CHCDP): Every five years, or sooner if necessitated by changing developmental conditions, a new CHCDP is prepared by the Community Development Department staff. The Committee shall review said Plan, relative to such content as selection of project Target Areas, determination of neighborhood needs, general improvements for funding and priorities and phasing of funding.
- b. Community Development Application: Annually, the City must make application for another year's C.D. funding. The Committee shall work with the Community Development Department staff in the preparation of said application, considering in particular its appropriateness to the recommendation of the CHCDP.

- c. Rehabilitation Manual: The Rehabilitation Manual represents City policy, responsibilities and regulations relative to various Community Development rehabilitation programs. The Committee shall review the Manual, as prepared by the Community Development staff, for its appropriate relationship to items VII A-3, a-b above, overall HUD and City program objectives, and sound administrative practices.
- d. Miscellaneous Assistance: The Committee shall provide additional assistance related to the Community Development Program as requested by the City Council or the Community Development Department staff.

4. Meetings:

The Committee shall meet as needed to accomplish Committee business. Minutes shall be kept.

B. THE REHABILITATION COMMITTEE

1. Purpose:

This Committee is formed for the purpose of reviewing and approving Community Development residential loan, residential deferred loan/grant, commercial loan, homeowner housing emergency and corrective repair, and demolition applications. Review responsibilities shall include applicant eligibility, work items, costs and contractor eligibility.

The Committee also makes determinations, when requested by the Director of Community Services, concerning actions to be taken relative to late loan payment cases.

2. Members:

The appointed members of this Committee shall be the Chief Building Official, the City Planner and the Director of Community Services. Each appointed member may authorize a substitute member to attend those meetings when the appointed member will be absent. The substitute member shall have the same voting privileges as the appointed member. There shall be a minimum of two appointed members and three total members at each meeting. The Director of Community Services shall serve as Chairman of the Committee.

3. Duties:

The Rehabilitation Committee shall have, but not be limited to the following duties:

- a. Committee Review: The Committee shall review all Community Development residential loan, residential deferred loan/grant, commercial loan and demolition applications and make appropriate modifications to contracts where necessary to promote the best interests of the program. Before the Committee shall approve a loan or deferred loan/grant, a minimum of two bids from qualified contractors must be received.
- b. Lowest Bidder: The Committee shall approve the lowest bidder, if qualified, to complete the work in cases of a deferred loan/grant. In loan cases, the Committee shall approve the lowest bidder, if qualified, unless the applicant requests to select a

qualified contractor with a higher bid. This higher bid shall be approved by the Committee, provided the applicant escrows with the City prior to the execution of the contract, the difference between the low bid and the higher bid.

- c. Rebidding: Rebidding to all general contractors shall be conducted when any of the following occurs after formal bidding and prior to contract signing:
 - 1. The applicant requests to include additional work items.
 - 2. The applicant requests to delete work items, which reduces the low bid by more than 20%.
 - 3. The applicant and City agree that there is an error in the bid specifications.
 - 4. If there are only two bidders on a job, and the low bidder withdraws, the applicant may request a rebid.
- d. Costs Exceeding Limits: The Committee shall have the discretion to approve a bid amount that is in excess of the maximum limits set forth in this Manual, provided that the applicant escrows with the City, prior to the execution of the contract, the difference between the maximum limits and the selected bid amount.
- e. Late Loan Payments: The Committee shall make determinations, if requested by the Director of Community Services, concerning actions to be taken in late loan payment cases.
- f. Waiver of Code Violations: The Committee shall have the discretion to waive code violations from being corrected in cases where the repair costs exceed the maximum limits for either a loan or grant, provided all serious code deficiencies are rectified and the applicant is financially unable to sustain the additional financial burden.
- g. Dilapidated Structures: The Committee shall have the discretion to determine whether any highly dilapidated structure shall be provided financial assistance. The Committee may recommend that the structure be acquired for demolition under the Community Development program or condemned by the City when it becomes vacant.
- h. Emergency Repair: The Committee shall have the authority to expend repair monies for Homeowner Housing Emergency Repairs. (See Section VI).
- i. Corrective Repairs: In instances related to the Homeowner Housing Rehabilitation Program (Section III) where construction problems may arise after closeout of the construction contract that relate either to: 1) incorrect original bid specifications to solve a specific rehabilitation problem, or 2) a contracted improvement proves faulty and the homeowner is unsuccessful in getting the contractor to rectify it, the Rehabilitation Committee may grant up to \$1,000 in Corrective Repair Funds to rectify the construction problem. However, the homeowner must make a written request for such funds within one year of the City Staff's final approval of the work from the original construction contract.

- j. Overcrowding: The Committee may approve the renovation of interior habitable space of a dwelling where there is evidence of overcrowding and a habitation violation will be rectified.
- k. Limiting Contractor Work: The Committee shall have the authority to remove a contractor from the bidders list if a contractor is exhibiting poor job performance or other violations of the Rehabilitation Manual. The Committee shall limit contractors to no more than five rehabilitation contracts at one time. The Community Development Department staff may not send out bids to any contractor having five contracts. If a contractor has fewer than five contracts, but is low bidder on sufficient rehabilitation jobs to result in the possibility of more than five jobs under contract, the homeowner(s) whose contract(s) would represent more than five to the contractor shall have the option of waiting for the contractor to complete other work to stay under the limit or to accept the price of the next lowest bidder.
- l. Waiver Clause: The Committee shall have the authority, based on unanimous decision, to waive any standards and requirements in any of the housing and commercial rehabilitation programs in instances where it determines that an emergency situation exists or where the waivers are of a type determined by the Committee to be within the overall intent of the programs. For any waiver granted, the specific description of the waiver and the reasons for it shall be indicated in the minutes of the Committee.

C. COMMUNITY DEVELOPMENT DEPARTMENT STAFF:

1. Director of Community Services:

- a. Function: The Director is charged with the overall management of the Department, including staffing and performance of the Community Development program.
- b. Sample Duties:
 - 1 Liaison with HUD, City Council, Community Development Committee, Rehabilitation Committee, other City Departments and Committees, and citizens.
 - 2. Overall planning, administration and implementation of all Community Development activities.
 - 3. Chairperson of the Rehabilitation Committee.

2. Administrative Secretary/Aide:

- a. Function: This position serves the Director of Community Services in various administrative aspects of the C.D. Program, particularly relative to satisfying HUD administrative paperwork. This position processes applications for structural rehabilitation loans and deferred loan/grants in the Department's Rehabilitation Programs (Sections III - VI).
- b. Sample Duties:

1. Maintains current knowledge of HUD Community Development Program requirements.
2. Assists in satisfying HUD administrative paperwork and reporting requirements.
3. Assists applicants in preparing the necessary forms for structural rehabilitation loan and deferred loan/grants.
4. Verifies the correctness of the applicant information, including financial qualifications and performs other required verifications.
5. Prepares the documentation and assists the Rehabilitation Committee in its determination relative to the qualifications of the applicant for funding.
6. Monitors repayment of loan monies, giving special attention to delinquent accounts.
7. Acts as the Recording Secretary of the Community Development Committee.

3. Building Rehabilitation Specialist:

- a. Function: The primary function of this position is to operate the structural inspection and rehabilitation aspects of the Department's Rehabilitation Programs (Sections III-VI).
- b. Sample Duties:
 1. Performs code inspections for the Community Development Program.
 2. Qualifies contractors.
 3. Prepares construction specifications and other documents related to job bidding and the structural rehabilitation aspects of the Residential Rehabilitation Program.
 4. Monitors contractor performance through job completion.
 5. Works with the general contractor and property owner to resolve construction problems.

D. REHABILITATION PROGRAM LOAN RECIPIENT:

1. Responsibilities:

The property owner who receives a loan or deferred loan/grant, has duties and responsibilities to insure that the repair work under the structural rehabilitation program (Sections III-VI) is a successful improvement undertaken with the full consent and satisfaction of the owner. These duties and responsibilities include:

- a. Asking questions to obtain a complete understanding of the program and its eligibility requirements, maximum fund limitations, and eligible repairs.
- b. Assisting the Administrative Secretary/Aide in confirming income, assets, and other required verification by providing employer, wage, dependent, bank, and other information.
- c. Carefully reviewing the work write-up prior to the bidding process and at the time of the preconstruction meeting, so that the nature and procedure of repair is fully understood.
- d. Working with the contractor and the C.D. Office in resolving any disagreements in a timely and equitable manner.
- e. Repaying loans or deferred loan/grants according to the contract agreement.

E. REHABILITATION CONTRACTOR:

1. Responsibilities:

Any contractor who participates in the structural Rehabilitation Programs is performing a vital role in improving the appearance, quality and longevity of structures in Wyoming. The contractor is an integral part of a team which is also composed of the Director of Community Services, Administrative Secretary/Aide, Building Rehabilitation Specialist, Rehabilitation Committee and the loan or deferred loan/grant recipient. Each participant must perform their expected function conscientiously and in a responsible manner so that unnecessary costs, construction delays, poor workmanship and other problems can be avoided. Contractor responsibilities may be amended from time to time in response to City of Wyoming and H.U.D. requirements. At a minimum, the contractor should realize this contribution and accept the duties and responsibilities which shall include:

- a. Inspecting the property for necessary repairs prior to submitting a bid proposal. This will reduce change orders and problems which can result from misinterpretations. Proposed repairs which the contractor is not technically familiar with should be inspected by the appropriate sub-contractor.
- b. Insuring that all workers and sub-contractors have the proper training, skills and certification.
- c. Supervising the workers and sub-contractors to insure that work is completed on time and in accordance with acceptable construction standards and procedures.
- d. Contacting the Community Development Office regarding any necessary contract revisions, change orders, or overages. The contractor must receive written permission before providing any additional work or materials.
- e. Taking pride in the job, regardless of the social or economic conditions of the property owner, or that governmental assistance is involved.

- f. Making sure the job site is kept as neat as possible while work is in progress, disposing of unused or discarded materials and cleaning the work site when the job is completed.
- g. Cooperating with the property owner and Community Development Department in resolving problems or complaints.
- h. If low bidder on a project, the contractor shall accept the job, unless the contractor provides a written bid withdrawal to the Rehabilitation Committee, stating the reasons therefore. If the job is rebid, the contractor may not submit a rebid. If the Rehabilitation Committee feels that a contractor has been misusing this privilege, it may disqualify the contractor from the program.

2. Minimal Qualifications for Selection

- a. Possessing a Residential Builders License, with experience in more than one type of residential construction.
- b. At least \$25,000 in annual gross personal income for each of the last two years from residential repair or construction work.
- c. Within the last two years, have completed:
 - at least 20 home repair jobs costing at least \$150,000 or
 - at least 6 new home construction jobs; or
 - any appropriate combination of the above, but no less than ten jobs.
- d. As a general contractor, have utilized at least 20 subcontractor contracts.

3. Application Materials:

- a. A copy of the organization's IRS profit and loss statements from the last two years. (Signed form 1040 – Schedule C or Form 1065.)
- b. A proper insurance certificate showing workman's compensation protection and minimum coverages of \$200,000/injury and \$100,000 property protection.
- c. A detailed two year work/training history.
- d. Information concerning any pending lawsuits concerning construction work.
- e. Consent to have the City perform a personal credit review.
- f. Ten residential construction references.
- g. Two business/supplier references.
- h. A list of subcontractors intended to be used for electrical, heating, and plumbing

work.

- i. A DUNS number (Data Universal Numbering System) must be submitted.
- j. A City of Wyoming Business License must be obtained.

4. Staff Investigation:

- a. Michigan Department of Licensing and Regulation, Grand Rapids Branch
- b. Better Business Bureau
- c. Area Rehabilitation/Inspection Departments
- d. Wyoming Building Inspections Department
- e. Credit Bureau
- f. HUD Debarred Contractors List

5. Conditions for Continued Contracting:

- a. The contractor will be on probation status until three jobs are satisfactorily completed. No more than three jobs may be undertaken during this probation period.
- b. The contractor must follow all rules as stated in the Rehabilitation Manual.
- c. A contractor may be disqualified from the Program for poor performance, as determined by the Rehabilitation Committee.
- d. If disqualified from the housing rehabilitation program, the contractor may not reapply for 12 months.
- e. A contractor may be disqualified for failure to bid on at least 25% of all rehabilitation jobs bid each fiscal year.

SECTION VIII

APPEALS PROCEDURE

A. PURPOSE:

This Section describes an appeals procedure for anyone not satisfied with decisions made by the Rehabilitation Committee or the Community Development Department Staff involving a Community Development Block Grant administration program.

B. BASIC RIGHTS AND RULES:

1. Right to Appeal:

A person may file an appeal in any case in which he/she believes that any person or group involved with a Community Development Program has made an unsatisfactory decision.

2. Right to Representation:

The appellant has the right to be represented by legal counsel and to be accompanied by an advisor, attorney or other representative in any personal appearance in connection with the appeal, but solely at the appellant's own expense.

3. Order of Appeal:

The appellant's request for an appeal must be in writing. It should be presented to the person or group who made the decision (see "Tier Chart"). The appellant may appeal a decision up the tier, one tier at a time, to the level deemed necessary.

4. Timing of Appeal:

Appeals of decisions made in the Community Development Program should be made within 30 days of the decision, except that complaints about completed rehabilitation work may be submitted to the City at any time within one year from the final inspection date of the rehabilitation project.

5. Content of Appeal:

The appeal request should be in letter form. It should include, at a minimum, the name of the appellant, the nature of the appeal and any available explanation details, such as dates and names of any persons or organizations involved.

6. Review of Files:

The Community Development office shall permit the person making a complaint or appeal to inspect and copy all files and records pertinent to his/her case, except materials deemed by the Director to be confidential. A Freedom of Information Act request must be made through the City Clerk's Office for copies of materials. The Community Development office shall send copies of pertinent information to higher tier persons or groups.

C. REVIEW, DETERMINATION AND NOTIFICATION:

1. Scope of Review:

All persons or groups in the appeal process shall review an appellant's request based on the following considerations:

- a. All applicable rules and regulations.
- b. All material submitted.
- c. All material upon which the appeal is based.
- d. Any other available information needed to insure a fair and full review.

2. Scope of Determination:

A written determination by the persons or groups in the appeal process shall include, but need not be limited to, the following:

- a. The person's or group's decision.
- b. The basis upon which the decision was made.
- c. A statement on how any relief will be provided, if applicable.

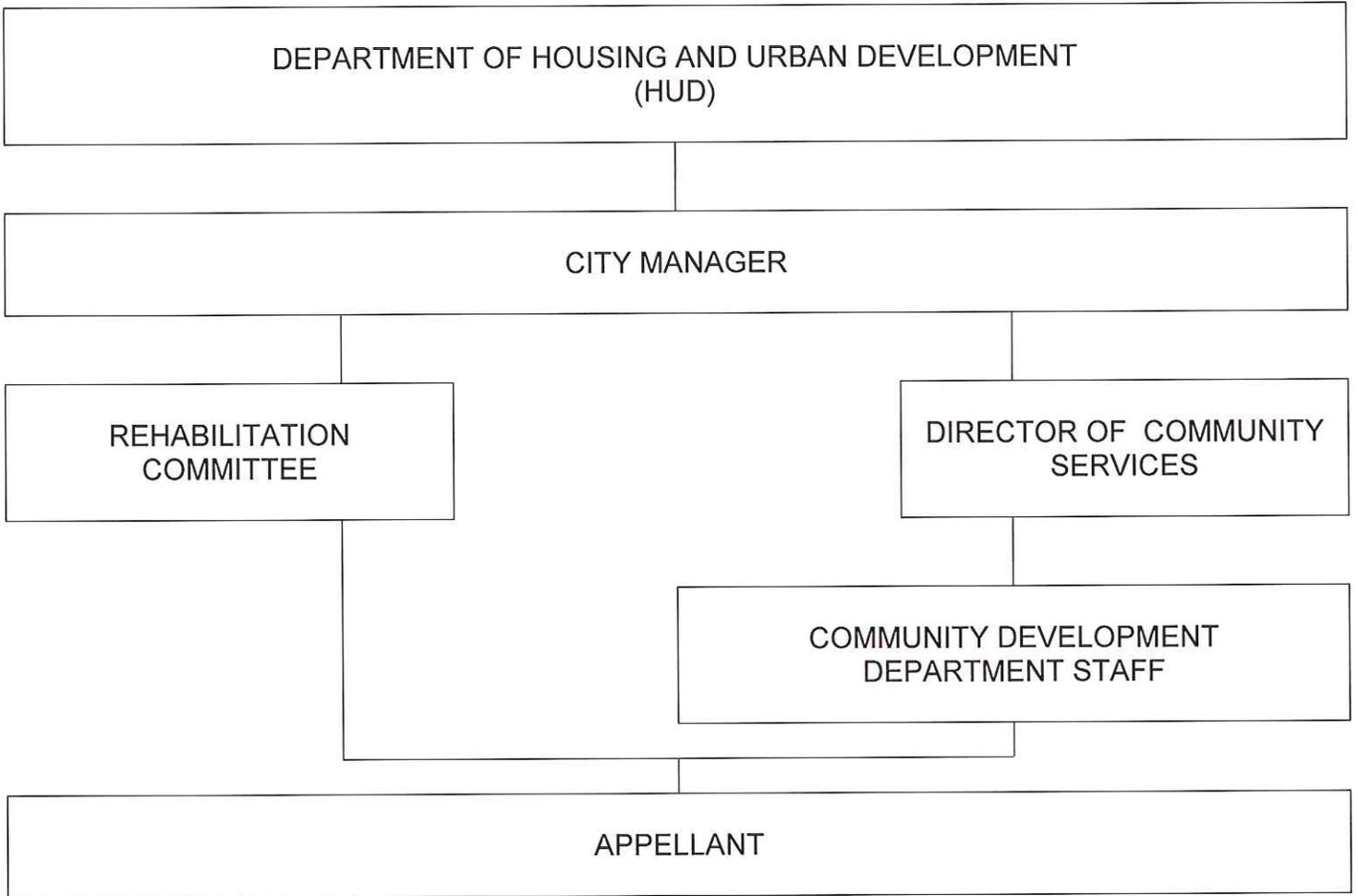
3. Timing and Notification:

The person or group involved in the appeal process shall make a written determination on each appeal within 30 days after receipt of the appeal request and shall furnish the appellant a copy of the decision.

D. JUDICIAL REVIEW:

Nothing in this section shall in any way preclude or limit an appellant from seeking judicial review of an appeal after exhaustion of such administrative remedies as are available under this Section.

COMPLAINT AND APPEALS TIER CHART



SECTION IX

HOMEOWNER HOUSING REHABILITATION PROGRAM ADMINISTRATION

A. INTRODUCTION:

This section is an overview of the administrative aspects of the Homeowner Housing Rehabilitation Program (Section III).

B. APPLICATION PROCESS:

1. Potential Applicants:

Potential applicants shall be notified of the opportunity to participate in the program through the use of mass mailing of pamphlets, meetings, newspapers and other advertising measures.

2. Applicant Waitlist:

Interested applicants shall notify the Administrative Secretary/Aide who shall record their name, address, telephone number and date of inquiry.

3. Selection of Applicants:

Applicants will be prioritized from the Applicant Waitlist by date of inquiry, except that shifts from the priorities may be made based on severity of need (e.g., emergency repairs such as a major wintertime roof leak or an irreparable furnace).

4. Eligibility Verification:

The Administrative Secretary/Aide shall verify the applicant's eligibility for assistance. The following checks will be performed:

- a. Title Search - Verification of property ownership
- b. Income Check - Verification of all sources of family income.
- c. Asset Check - Verification of savings and other assets.
- d. Credit Report - Confirmation of credit history of the applicant.
- e. Assessed Valuation Check - Determination of the current value of the property, property taxes owed, age of property and zoning classification.
- f. Employment Verification – Confirmation of employment status, history and current wage rate.
- g. U.S. Citizenship Verification – Signed confirmation by all household members of U.S. citizenship and/or legal residency.

5. Inspection:

A detailed inspection shall be done by the Building Rehabilitation Specialist.

6. Write-Up:

The Building Rehabilitation Specialist shall develop a work write-up which identifies the required work to be done with an estimate of costs involved.

7. Applicant Approval of Write-Up:

The applicant may then decide whether to continue with the application by approving the write-up.

8. Work Write-Up Review:

After eligibility has been verified, the amount and type of funds shall be determined. The work write-up may have to be changed, due to program funding limitations. The Building Rehabilitation Specialist will review and revise the work write-up if necessary.

9. Applicant's Final Approval of Work Write-Up:

The applicant shall review and approve the work write-up prior to bidding.

C. BIDDING AND APPROVAL PROCESS:

1. Prequalified Bidders:

The Administrative Secretary/Aide shall develop and maintain a prequalified contractors list which requires the approval of the Rehabilitation Committee.

The following checks are made to qualify contractors:

- a. Credit status
- b. Better Business Bureau Records
- c. Other municipalities' records
- d. City Building Department Inspectors
- e. State license
- f. Business performance
- g. Client references

2. Bid Mailing:

Bid requests shall be sent to those contractors who have been prequalified.

3. Bid Openings:

The sealed bids will be received, publically opened and read by the City Clerk's Office, using standard City bidding procedure.

4. Contractor Verification:

The Administrative Secretary/Aide shall check HUD's System for Award Management to verify debarment or excluded status.

5. Application Approval by City:

The Administrative Secretary/Aide shall prepare and present the final application and supporting materials to the Rehabilitation Committee for review. The Rehabilitation Committee shall review the application based on the applicant's eligibility, the work items to be done, the cost of the work and the eligibility of the contractor.

D. FINANCIAL SETTLEMENT:

1. Required Documents:

After obtaining Rehabilitation Committee approval, a financial settlement is held. The following documents shall be prepared by the Administrative Secretary/Aide and then received and signed as applicable, during the financial settlement meeting:

- a. Approved Application by Rehabilitation Committee
- b. Order to Proceed
- c. Truth in Lending
- d. Promissory Note
- e. Opportunity to Rescind
- f. Mortgage
- g. Contract
- h. Work Write-up

2. Contractor's Signature:

If the contractor cannot attend the financial settlement, the Building Rehabilitation Specialist shall obtain the signature of the contractor on the construction contract.

E. CONTRACT MANAGEMENT:

1. Proceed Order:

The Administrative Secretary/Aide shall forward the signed contract, work write-up and proceed order to the contractor and applicant.

2. Periodic Inspections:

The Building Rehabilitation Specialist shall make as many periodic inspections as may be required to insure the quality of the work.

3. Final Inspection:

After notification from the contractor that all work has been completed, the Building Rehabilitation Specialist will make a final inspection.

4. Applicant's Approval Statement:

Upon approval of the work, the Building Rehabilitation Specialist will obtain the applicant's approval of the completed work.

5. Contractor's Payment Request:

The Building Rehabilitation Specialist will notify the Administrative Secretary/Aide that payment may be given by submitting the following to the Administrative Secretary/Aide:

- a. Contractor's invoice
- b. Final Inspection/Completion Report
- c. Applicant's Approval Statement
- d. Loan Adjustment (if needed)

F. CASE CLOSE OUT AND REQUIRED RECORDS:

1. Invoice Submittal:

The Administrative Secretary/Aide shall submit the invoice for payment.

2. Loan Adjustment:

If the contingency amount of the loan agreement is not used (10% of construction costs), a loan adjustment is prepared by the Administrative Secretary/Aide, removing this amount from the mortgage balance. The signed original of the loan adjustment will be filed with the Clerk and shall supersede the mortgage and promissory note amount. A copy of the loan adjustment shall be sent to the Treasurer's Office, which shall receive the monthly loan payments.

4. Master Servicing File:

The recorded mortgage, promissory note and loan adjustment (if needed) shall be sent to the City Clerk's office for filing in their Master Servicing File.

5. Close Out Documents:

The Administrative Secretary/Aide shall close out the file by preparing a file cover sheet and checking that the following documents are in the file for HUD auditing purposes:

- a. Finalized Rehabilitation Application
- b. Draft Work Write-up and letter, signed only by homeowner
- c. Final Work Write-up
- d. Invoices, Purchase Orders and Change Orders (if any)

- e. Owners Completion
- f. Inspection Report
- g. Loan Adjustment (if applicable)
- h. Recorded Mortgage
- i. Promissory Note
- j. Title Search
- k. Assessor's Card
- l. Legal Documents (if any)
- m. Bid Tab
- n. Approved Bid
- o. Order to Proceed
- p. Contract Agreement
- q. General Agreement
- r. Truth in Lending
- s. Racial /Ethnic/Woman Contract & Subcontract Activity
- t. Affidavit of Contractor
- u. Original Application/Screening Questionnaire/Citizenship Verification
- v. Lead Based Paint/Environmental Protection Act Forms
- w. Income Verification/Financial Eligibility Information
- x. Warranty Information
- y. Historic Form
- z. Statistical Questionnaire
- aa. Lead Based Paint Report
- bb. Contractor Verifications
- cc. Environmental Review

G. MONTHLY LOAN PAYMENTS:

The Administrative Secretary/Aide shall send monthly billing statements the 15th day of each month to borrowers with outstanding loan balances. Payments are received by the Treasurer's Office and the payment records are forwarded to the Administrative Secretary/Aide for posting in the LA Pro database, which is the master database for the Housing Rehabilitation Program. The Administrative Secretary/Aide is responsible for the maintenance of this master database which contains all loans and deferred loans/grants information.

H. LATE LOAN PAYMENTS:

The actions described below will be taken when a loan recipient is delinquent with loan payments:

1. Routine Actions:

- a. Borrowers with outstanding loan balances are notified of past due amounts on a monthly basis on their billing statement.
- b. Delinquent Report: A report of loan delinquencies will be drafted by the Administrative Secretary/Aide and presented to the Committee on an annual basis. Following review of the report, the Committee may require collection actions to be taken.

2. Other Actions:

- a. Collection: The Committee may initiate any legal action, other than foreclosure, which is deemed necessary to affect collection (eg., temporarily reduce the payments, defer payments, extend the loan, small claims court, wage garnishment, calling the note).
- b. Foreclosure: If foreclosure procedures are deemed necessary, the Committee may recommend such action to the City Council for their approval.

I. SUBORDINATION:

A borrower may receive one subordination of the City's mortgage to a new or refinanced mortgage from a financial institution for any reason, provided that "cash out" does not exceed \$7,000 and the new debt-to-value is no more than 90%. A second subordination will only be considered if there is no cash out and there is an interest rate reduction of at least 1.0%. A charge of \$50 will be assessed to defer the city's costs for the subordination processing.

SECTION X

COMMERCIAL REHABILITATION PROGRAM ADMINISTRATION

A. INTRODUCTION:

This Section is an overview of the administrative aspects of the Commercial Rehabilitation Program (Section IV).

B. APPLICATION PROCESS:

1. Potential Applicants:

Potential applicants shall be notified of the opportunity to participate in the program through newspapers, meetings, door-to-door outreach and other advertising measures.

2. Applicants:

Interested applicants shall notify the Administrative Secretary/Aide.

3. Work Write-Up:

The applicant shall submit a work write-up listing the improvements requested for loan monies. The Administrative Secretary/Aide shall verify the loan eligibility of the improvement items.

4. Final Work Write-Up:

The Building Rehabilitation Specialist will assist in drafting plans and writing specifications if requested, but only in instances where an architect is not required to submit plans for obtaining a building permit. Plans must be approved by the applicant.

5. Eligibility Verification:

The Community Development Coordinator shall verify the applicant's eligibility. The following checks will be performed:

- a. Credit Report
- b. Financial Report
- c. Profit & Loss Report (for loans over \$10,000)
- d. Income Tax Report (for loans over \$10,000)

6. Pre-Application Approval by Applicant:

The applicant shall approve the pre-application. The Rehabilitation Committee shall review the pre-application, based on the applicant's eligibility and the work to be done.

C. BIDDING AND APPROVAL PROCESS:

1. Bid Packages:

A bid package will be prepared by the Administrative Secretary/Aide. The bid package shall contain:

- a. Plans or Work Write-Up
- b. Sample contract
- c. Federal Regulations
- d. Required wage rates
- e. Required City specifications
- f. Bid Proposal form

2. Applicant Receipt of Bids:

The applicant shall send out and receive bids from contractors of his choice. Two or more bids shall be obtained. The applicant shall select a contractor and submit the selection to the Administrative Secretary/Aide along with bid information from at least one other bidder.

3. Applicant Approval of Final Application:

The applicant shall approve the final application form.

4. Final Application Approval by City:

The Rehabilitation Committee shall review the final application, considering in particular any changed work items, the final cost of the work and the selected contractor.

D. FINANCIAL SETTLEMENT:

1. Required Documents:

The following documents shall be received and signed, as applicable, during the financial settlement meeting:

- a. Order to Proceed
- b. Truth in Lending
- c. Promissory Note
- d. Opportunity to Rescind
- e. Mortgage
- f. Contract

2. Contractor's Signature:

The Building Rehabilitation Specialist shall obtain the signature of the contractor on the contract.

E. CONTRACT MANAGEMENT:

1. Proceed Order:

The proceed order shall be sent to the contractor.

2. Building Permits:

The Building Rehabilitation Specialist shall obtain a copy of any required building permits

3. Non-Permit Items - Final Inspection:

After notification from the contractor that all non-permit items are completed, the Building Rehabilitation Specialist will make a final inspection.

4. Permit Items - Final Inspection:

After notification from the contractor that all permit items are completed, the Building Inspections Office will make a final inspection.

5. Applicant's Approval Statement:

The Building Rehabilitation Specialist will obtain the applicant's approval statement.

6. Contractor's Payment Request:

The following shall be received prior to processing the contractor's payment request:

- a. Invoice
- b. Final Inspection and Owners Completion Reports
- c. Loan Adjustment (if needed)

F. CASE CLOSE OUT AND REQUIRED RECORDS:

The Administrative Secretary/Aide shall be responsible for the case close out and required records according to the guidelines mentioned in Homeowner Housing Rehabilitation Program Administration (Section IX).

G. LATE LOAN PAYMENTS:

The same procedure concerning late loans will be used as stated in Homeowner Housing Rehabilitation Program Administration (Section IX).

H. SUBORDINATION:

A borrower may receive one subordination of the City's mortgage to a new or refinanced mortgage from a financial institution for any reason, provided that "cash out" does not exceed \$7,000 and the new debt-to-value is no more than 90%. A second subordination will only be considered if there is no cash out and there is an interest rate reduction of at least 1.0%. A charge of \$50 will be assessed to defer the city's costs for the subordination processing.

SECTION XI

DEMOLITION PROGRAM ADMINISTRATION

A. INTRODUCTION:

This Section is an overview of the administrative aspects of the Demolition Program (Section V).

B. APPLICATION PROCESS:

1. Potential Applicants:

Interested applicants should notify the Administrative Secretary/Aide, who shall pre-qualify the project based on proof of ownership, a field inspection by the Building Rehabilitation Specialist, and review of the program requirements.

2. Demolition Work Write-Up:

The Building Rehabilitation Specialist shall develop a detailed demolition work write up which identifies the required demolition work to be done, including the structures, foundations, trees and other items to be removed.

3. Applicant Approval of Work Write-Up:

The applicant shall approve the demolition work write-up.

C. BIDDING AND APPROVAL PROCESS:

1. Pre-Qualified Bidders:

The Building Rehabilitation Specialist shall pre-qualify contractors and maintain a demolition contractors list. However, contractors may be removed from the list, by action of the Rehabilitation Committee, based on poor performance. A State license is required for residential demolitions. The experience of the contractor shall determine qualifications for commercial demolition.

2. Bid Mailings:

Bid requests are sent to contractors on the demolition contractors list.

3. Bid Openings:

The sealed bids will be received, publically opened and read by the City Clerk's Office, using standard City bidding procedure.

4. Applicant Approval of Final Application:

The Building Rehabilitation Specialist shall obtain final approval of the applicant on the final application form.

5. Application Approval by City:

The Rehabilitation Committee shall review the application, the work items, the cost of the work and the contractor prior to approving the demolition project.

D. SETTLEMENT DOCUMENTS:

1. Required Documents:

The following documents must be executed by the applicant if the demolition project is not part of a commercial improvement project:

- a. Waiver of Claim to Personal Property
- b. Authorization and Release for the Removal of Real Property
- c. Proceed Order
- d. Contract

2. Contractor's Signature:

The Administrative Secretary/Aide shall obtain the signature of the contractor on the construction contract.

E. CONTRACT MANAGEMENT:

1. Utilities:

The Building Rehabilitation Specialist shall verify appropriate utility displacement. However, full responsibility for utility shut off or removal, as appropriate, shall rest with the owner and contractor prior to work being started.

2. Proceed Order:

The Administrative Secretary/Aide shall forward the contract and Proceed Order to the contractor and applicant.

3. Demolition Permit:

The contractor shall obtain the proper permit from the Building Inspections Office.

4. Project Management:

Any problems during the demolition work are to be worked out with the Building Rehabilitation Specialist, and/or the Building Inspections Office, as appropriate.

5. Final Inspection:

After notification from the contractor that all work has been completed, the Building

Rehabilitation Specialist shall do a final inspection.

6. Applicant's Approval Statement:

Upon doing the final inspection and the approval report, the Building Rehabilitation Specialist shall obtain the applicant's written approval of the demolition work.

7. Contractor's Payment:

A request for payment will not be processed until the following executed documents are received:

- a. Contractor's invoice
- b. Final Inspection Completion form
- c. Applicant's Approval statement

F. CASE CLOSE OUT AND REQUIRED RECORDS:

1. Submittal of Invoice:

The Administrative Secretary/Aide shall submit the invoice for payment.

2. Master Demolition File:

A record shall be posted to the file of the completed demolition work.

3. Close Out Documents:

The Administrative Secretary/Aide shall close out the case file by preparing a file cover sheet and checking that the following documents are in the file:

- a. Owner's request letter
- b. Inspection's "Dangerous Building" form, if applicable
- c. Approved application
- d. Contract
- e. Demolition Work Write-Up
- f. Invoices, Purchase Orders and Change Orders (if applicable)
- g. Proceed Order
- h. Inspections Report
- i. Applicant's Approval Statement

j. Environmental Review

SECTION XII

HOMEOWNER HOUSING EMERGENCY REPAIR PROGRAM ADMINISTRATION

A. INTRODUCTION:

This Section is an overview of the administrative aspects of the Homeowner Housing Emergency Repair Program (Section VI). The same administrative guidelines as discussed in Section IX (Homeowner Rehabilitation Administration) of this Manual shall apply for this Program, except for the additional waiver allowances listed below.

B. WAIVER ALLOWANCES:

Under emergency conditions, the Rehabilitation Committee may waive formal eligibility procedures and the formal bidding process. The work may be assigned by the Building Rehabilitation Specialist to a qualified contractor who can accomplish the job in a timely manner. Additional non-emergency repairs must meet the administrative guidelines as discussed in Section IX (Homeowner Rehabilitation Administration).

APPENDIX A

CLASSIFICATION OF ELIGIBLE WORK ITEMS
REHABILITATION PROGRAMS III, IV, VI

A. INTRODUCTION:

For a rehabilitation project, the Building Rehabilitation Specialist will make a determination on a final list of eligible work items using this classification system. In the event that all items on the list cannot be repaired due to maximum loan limits, deletions will be made based on the following described criteria. Severe code violations will not be deleted. Deletions of other items and/or violations shall be made in the following order:

1. General Improvement Items
2. Garage Repairs
3. Incipient Code Items
4. Code Violations

B. WORK ITEM CLASSIFICATIONS:

1. General Improvement Items:

These are improvements to residential property, other than code or incipient code items, that relate to the primary dwelling. Final approval of all general improvement items will be made by the Rehabilitation Committee.

Ineligible general improvement items include, but are not limited to:

Barbecue Pit	Kennels
Bath House	Tree Surgery (Other than a hazardous condition)
Burglar Alarms and Bars	Swimming Pools
Dishwashers	T.V. Antenna
Flower Boxes	
Green Houses	

2. Garage Repairs:

These are any item qualified under the Homeowner Housing Rehabilitation Program (Section III, Part E), except for general improvement items. Any new siding or roofing materials must match those on the house where feasible.

3. Incipient Code Items:

These are code items that, in the opinion of the Building Rehabilitation Specialist, will likely deteriorate into actual code violations in the near future.

4. Code Violations:

These are City Property Maintenance Code Violations not covered under the "Severe Code Violations" classification.

Included in this category shall be items required under the Michigan Building Code (MBC) and Michigan Residential Code (MRC), and Michigan State Energy Code to insure the adequate and efficient conservation of energy.

5. Severe Code Violations Listing:

These are City Housing Code violations that directly and immediately endanger the public health, safety and welfare. The following sections explain those situations considered to be extreme. These repairs must be done prior to that of any other repairs or improvements.

- a. ELECTRICAL: An electrical deficiency shall be deemed severe if it contributes to any of the following:
1. Severe over-loading.
 2. Non-insulated wiring in close proximity to heat runs, plumbing systems or appliances.
 3. Completely failed system.
 4. Failed system connected to electrically operated heating plants.
 5. Unprotected (not fused or no breaker) circuits.
 6. Ungrounded or improperly grounded circuits or systems.
 7. Outlets, switches or fixtures that contribute to immediate shorts, shocks, sparks or possible fire.
 8. The accumulation of water near electrical equipment appliances or fixtures.
- b. PLUMBING: A plumbing system deficiency shall be deemed severe if it contributes to any of the following:
1. Severely leaking supply lines.
 2. Severely leaking or obstructed waste lines, vents or traps.
 3. Lack of an operable flush toilet.
 4. Lack of operable washing and/or bathing facilities.
 5. Cross connection of supply and waste lines.

6. Failed septic tanks and dry wells.
 7. Water heaters that are unsafe due to: a leaking heat exchanger or tank, lack of proper or obstructed venting, connection to an unsafe fuel supply, inoperable or lack of proper safety valves, switches or other safety controls.
 8. Any plumbing system deficiency causing a sewer gas leak into the interior of the structure.
- c. HEATING: A heating system deficiency shall be deemed severe if it contributes to any of the following:
1. Burned or rusted out heat exchanger.
 2. Obstructed or lack of proper venting.
 3. Connection to an unsafe fuel supply.
 - 4) Inoperable or lack of proper safety valves, switches and other safety controls.
 - 5) Incapable of adequately heating the living space.
- d. STRUCTURAL: A structural deficiency shall be deemed severe if it contributes to any of the following:
1. The structural system (walls, chimney, roof, foundation, ceilings and floors) not safely carrying design imposed loads- or exhibiting extensive sagging due to material decay, fracturing or improper design.
 2. The structural system in potential danger of collapse
 3. The structural materials being excessively deteriorated or damaged allowing animals or excessive amounts of water to enter the interior of the structure, excluding open porches or steps.
 4. Water drainage causing significant damage or seepage into the structure.
- e. SANITATION: A sanitation deficiency shall be deemed severe if it contributes to any of the following:
1. The presence of sewage above ground level from a failed or improperly maintained septic or other waste system.
 2. Dangerous infestation of the structure or exterior from insects or rodents.
 3. The dangerous accumulation of litter, garbage, debris or abandoned vehicles, endangering the occupants of the dwelling unit or other structures.



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

RESOLUTION NO. _____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(9))

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

called to order by Mayor Poll on May 20, 2013
DATE

at 7:00 ~~xxx~~ p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Buster Mathis Foundation of City of Wyoming
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for approval
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

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

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

meeting held on May 20, 2013
DATE

SIGNED: _____
 Heidi A. Isakson, City Clerk TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

1155 28th Street SW, Wyoming, MI 49509-0905

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R10/06)

Staff Report

Date: May 13, 2013

Subject: Request for Recognition as a Nonprofit Organization – Buster Mathis Foundation

From: Heidi A. Isakson, City Clerk

Meeting Date: May 20, 2013

Recommendation:

That City Council consider approval of a request from the Buster Mathis Foundation for recognition as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses.

Sustainability Criteria:

Environmental Quality – No significant impact.

Social Equity – State law requires that charitable gaming licenses be granted only to nonprofit organizations that have been recognized as such by the local unit of government, presumably to prevent the formation of nonprofits for the sole purpose of operating gaming events, rather than having established purposes that benefit the community. Previously, the City Council has approved such requests for organizations including “Just Do It Again Hoops,” school athletic booster groups, and the Wyoming/Kentwood Chamber Foundation.

Economic Strength – The activities conducted by nonprofit organizations benefit many individuals, depending on the focus of the organization, and allow residents and others to contribute to causes they deem worthy.

Discussion:

As described above, in order for a nonprofit organization to obtain a charitable gaming license, required for fundraising events such as poker, casino nights, raffles, etc., the local governing body must recognize that group as a nonprofit organization operating in the community.

Applicants are asked to provide their articles of incorporation, by-laws, meeting minutes, names of the board of directors, tax-exempt status determination, and any other information that would help the Council determine the organization qualifies. The main focus of the Buster Mathis Foundation is anti-bullying education.

Budget Impact: No budget impact.

Buster D. Mathis
President/CEO

4409 Carol Ave S.W.
Wyoming, MI 49519

Phone: 616.843.4433
Fax: 616.530.4660

info@bmpgroup.org



Buster Mathis Foundation

EIN# 27-2329420

City Council
City Of Wyoming
1155 28th Street S.W. P.O.Box 905
Wyoming, Michigan 49509-0905



Dear: City Council

The Buster Mathis Foundation 27-2329420 is requesting to review the foundation application for qualification for a Millionaire Party License through the Michigan Gaming Control Board. For over 30 years the Buster Mathis Legacy has been in the business of sports. In the world of boxing my father Buster Mathis Sr was the 1964 Olympic representative when dad defeated Joe Frazier at the Olympic Trial, broke his hand and Joe went in his place and won the gold medal in Tokyo Japan, they meet again in 1968 in Madison Square Garden for the Heavyweight Championship of the World, Frazier stopped Buster Sr in the 11th round, and In 1971 Buster Mathis vs. Muhammad Ali at the Houston Astrodome was seen by 5 Million people, and Its still viewed today on YouTube.

I had a great mentor, trainer, father that myself Buster Mathis jr is a three time Michigan Golden Glove State Champion, turn professional and defeated former Olympic Gold Medalist Tyrell Biggs for the USBA title. In 1994, challenged Riddick Bowe for the WBO title on HBO, fight declared a no contest but placed me as the #1 contender and in 1995 two month after my father pass-away boxed Mike Tyson in front of 42.2 Million people on Fox network. Now my Boxing days are far behind me and I dedicate myself to serving American youth, and help them fight against a problem called bullying. The Buster Mathis Foundation, has establish an anti-bullying program called the Bully Buster Preventative Program and with your blessing granting the foundation license will help the nonprofit raise capital to market the program. The program is free to children who are dealing with the problem of bullying.

As a school teacher at Lee High School, a Residential Care Specialist (RCP) for Pine Rest Mental Health Services, and a CEO/President of the Buster Mathis Foundation, our organization believes that responsibility whether in the home, church, business, community, or government has authority due to her role, but her positional power will not bring about good for individuals or organizations unless it is backed up by the capital of character.

God Bless you and Thank you for your consideration.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Buster Mathis". The signature is fluid and cursive, with a long horizontal line extending to the right.

CEO Buster Mathis Foundation

BYLAWS
Of
BUSTER MATHIS FOUNDATION.

Article One
Introduction

These Bylaws constitute the code of rules adopted by **Buster Mathis Foundation.**

Article Two
Directors

Definition of Board of Directors

The Board of Directors is that group of persons vested with the management of the business and affairs of this Corporation subject to the law, the Articles of Incorporation and these Bylaws.

Qualifications

Directorships shall not be denied to any person on the basis of race, creed, sex, religion, or national origin.

Number of Directors

The Board of Directors will consist of at least three (3) directors.

Terms of Directors

Board members shall serve for a three-year renewable term or until they voluntarily resign or are removed pursuant to these Bylaws.

Voting

Each Director shall have a single vote on any motion placed before the Board of Directors. There shall be no allowance for proxy voting.

Removal from Office

Any Board member may be removed from office by a majority vote of the Board of Directors when he or she misses two consecutive regularly scheduled meetings or by gross neglect through individual actions that are contrary to the direction of the Corporation.

Vacancies

Resignations of Directors shall become effective immediately or on the date specified therein and vacancies will be deemed to exist as of such effective date. Any vacancies on the Board of Directors resulting from the removal, resignation or death of a Board member shall be filled by a majority vote of the remaining Directors, though no less than a quorum.

Place of Director's Meetings

Meetings of the Board of Directors, regular or special, will be held at the primary place of business for this Corporation or at any other place within or without the state of Michigan as provided or such place or places as the board of Directors may designate by resolution duly adopted. Attendance at meetings may be in person, through teleconferencing or through voice conferencing as prescribed in regular or special meeting notices.

Regular and Special Meetings

Regular meetings of the Board of Directors shall be held on an annual basis, or more frequently as is deemed necessary by the Board of Directors. These meetings shall be held at a place to be determined. This provision of these Bylaws shall constitute one notice required for these meetings and no further notice shall be required.

Special meetings of the Board may be called by:

1. The Board of Directors
2. The President

Verbal and written notice shall be given to each Board member at least 72 hours prior to a special meeting with the exception of special meetings held to amend the Articles of Incorporation or the Bylaws, for which written notice of seven days shall be required.

Waiver of Notice

Attendance by a Director at any meeting of the Board of Directors will constitute a waiver of notice of such meeting except where such Director attends the meeting for express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened.

Quorum

A two-thirds majority of incumbent Directors (not counting vacancies) shall constitute a Quorum for the conduct of business. At Board meetings where a quorum is present, a majority vote of the Directors attending shall constitute an act of the Board unless a greater number is required by the Articles of Incorporation or any provision of these Bylaws.

Self-Dealing

No Director shall use confidential information gained by reason of being a member of the Board of Directors for personal gain to the detriment of the Corporation. Any Director who so abuses confidential information shall be removed from the Board by a vote of the Board of Directors at a meeting wherein prior notice of the nature of the proposed removal has been given to each Director.

Article Three

Officers

Roster of Officers

The Corporation shall have a President, Vice President, Secretary, and Treasurer. A person may hold more than one office, however, there shall be a minimum of three officers of the corporation and two different officers shall hold the offices of President and Vice-President.

Selection and Removal of Officers

All Officers shall serve two-year terms. Officers shall be elected by the Board of Directors at the initial meeting, or as soon as practical thereafter. Officers shall remain in office until their successor has been selected.

President

The President shall be the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation. The President will perform all duties incident to such office and such other duties as may be provided in these Bylaws or as may be prescribed from time to time by the Board of Directors. The President shall preside at all Board meetings and shall exercise parliamentary control in accordance with Roberts Rules of Order.

Vice President

The Vice President shall act in place of the President in the event of the Chairperson's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Secretary

The Secretary will keep minutes of all meetings, will be the custodian of the corporate records, will give all notices as are required by law or these Bylaws, and generally, will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws.

Treasurer

The Treasurer will have charge and custody of all funds of this Corporation, will oversee and supervise the financial business of the Corporation, will render reports and accountings to the Directors as required by the Board of Directors, and will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws or which may be assigned from time to time by the Board of Directors.

Executive Director

The Board of Directors, may, upon resolution, appoint an Executive Director to serve at the Board's discretion and to carry out whatever tasks the Board from time to time resolves.

Removal of Officers

Any Officer, elected or appointed to office, may be removed by the Board of Directors whenever, in their judgment, the best interests of this Corporation will be served. Such removal, however, will be without prejudice to any contract rights of the Officer so removed.

Article Four **Informal Action**

Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the law, the Articles of Incorporation, or these Bylaws, a waiver of such notice in writing, signed by the person or persons entitled to notice, whether before or after the time stated in such waiver, will be deemed equivalent to the giving of such notice. Such waiver must, in the case of a special meeting of members, specify the general nature of the business to be transacted.

Action by Consent

Any action by law under the Articles of Incorporation or by these Bylaws, or any action which otherwise may be taken at a meeting of either the members or the Board of Directors, may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the persons entitled to vote with respect to the subject matter of such consent, or all Directors in office, and filed with the Secretary of the Corporation.

Article Five **Committees**

Appointment of Committees

The Board of Directors may from time to time designate and appoint one or more standing committees as it sees fit. Such committees shall have and exercise such prescribed authority as is designated by the Board of Directors.

Executive Committee

The Officers of the Corporation shall constitute the Executive Committee. The Executive Committee shall have the authority to act on behalf of the Corporation in between regular Board of Director meetings. The Board of Directors must validate the actions of the Executive Committee at its next regular or special meeting. Any such action not so validated, will not be legally binding on the Corporation. The President shall act as Chairperson of the Executive Committee.

Article Six **Operations**

Operating Year

The fiscal year for this corporation will be January 1 until December 31.

Execution of Documents

Except as otherwise provided by law, checks, drafts, and orders for payment of money of this Corporation, shall be signed by the Executive Director and or the Treasurer or other members of the Board as designated by resolution of the Board of Directors.

Contracts, promissory notes, leases, or other instruments executed in the name of the Corporation shall be signed by the President and countersigned by the Secretary (or such other persons who may be designated from time to time by the board of Directors). No contract shall be valid unless it is authorized or ratified by a properly adopted Resolution of the Board of Directors.

Books and Records

This Corporation will keep correct and complete books and records of account, and will also keep minutes of the proceedings of board member meetings, Executive Committee meetings and sub-Committee meetings. The Corporation will keep at its principle place of business a membership register giving the names, addresses, and showing classes and other details of membership of each, and the original copy or a copy of its Bylaws, including amendments to date certified by the Secretary of the Corporation.

Inspection of Books and Records

Any Board member, or his agent or attorney may inspect all books and records of this Corporation, for any proper purpose at any reasonable time on written demand under oath stating such purpose.

Loans to Management

This Corporation shall make no loans to any of its Directors or Officers.

Compensation to Management

This Corporation shall compensate management for services rendered under the auspices of the Executive Director as agreed upon by each individual party. Compensation may or may not be limited to any specified amount and will be determined by the Executive Director on an annual or quarterly basis.

Amendments

The Board of Directors may adopt Articles of Amendment (amending the Articles of Incorporation). Articles of Amendment must be adopted in accordance with Michigan law. The Bylaws may be amended at any time by a vote of the majority of Directors at a meeting where a quorum is present.

Article Seven
Code of Ethics

It is imperative to the success of the Corporation that there be a fully informed, responsive, and reasonable Executive Committee and Board. To accomplish this end each Board member shall conduct themselves at all times in the best interest of the Corporation. In this regard, each Board member shall abide by the following Code of Ethics. No code or set of rules can be framed which will particularize all the duties of a Board member. The following code of ethics as adopted by the Executive Committee as a general guide, yet enumeration of particular duties, should not be construed as denial of the existence of others equally imperative, though not specifically mentioned.

- 1) Board members shall put forth their best effort to attend all meetings and constructively participate in the same.
- 2) Board members shall be responsible for insuring that adequate and correct information is presented to their particular constituents.
- 3) Board members neither by omission or commission foster rumors within the community.
- 4) Board members shall exercise good judgment in the control and use of confidential information that may from time to time come into their possession.
- 5) Each Board member shall serve as a public relations agent for the Corporation and therefore shall work diligently and properly to promote its goals and objectives while keeping abreast with its overall progress.
- 6) Except for voting at properly called meetings of the Board of Directors, Board members shall refrain from entering into the direct day to day administration of the program unless they are doing so upon express authority given to them by properly adopted Resolution by the Board of Directors.
- 7) Conflict of Interest and Nepotism. Board members shall fully disclose at a meeting of the entire Board any and all family and/or financial relationship in regard to any matter that is recommended to the Board that the Board must vote upon. Any matter includes but is not limited to (a) the purpose of contracts, leases, and rental goods; (b) to provide direct or indirect financial assistance through investments, grants, loans or loan guarantees; Financial Relationship but is not limited to: any direct or indirect financial interest in the specific sale or transaction, including a commission of fee, or share of the proceeds, the prospect of promotion, a profit, repayment of funds owed the individual by an assisted business or any other form of financial reward

The Executive Committee shall be charged with the responsibility of reviewing any allegations of Board members violating this code or acting in a way that is detrimental to the success of the Corporation and make recommendations to the full Board for final action.

Article Eight
Public Statements

Authority to make Statements

No person, except for the President or the Executive Director (if one has been appointed by the Board of Directors) shall be authorized to make any public statements, whether written or oral, purporting to represent the official policy, position, or opinion of the Corporation, without first having obtained the approval of the Board of Directors.

Limitation on Statements

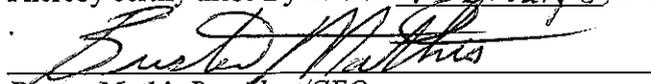
Any person who is authorized to make any public statement, whether written or oral, purporting to represent the official policy, position, recommendation or opinion of the Corporation shall first make it clear that he or she is representing the Corporation. Thereafter, throughout the entire presentation, he or she can confine his/her presentation to only those matters that have been properly approved by the Corporation. He or she shall not at the same time present any statement purporting to represent his or her own personal views.

Article Nine
Indemnification

Any person (and their heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director or Officer of the Corporation shall be indemnified by the Corporation against any and all liability and the reasonable expenses, including attorney's fees and disbursements, incurred by him or her (or by his or her heirs, executors or administrators) in connection with the defense or settlement of such action, suit or proceeding, or in connection with any appearance therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or Officer is liable for negligence or misconduct in the performance of his or her duties. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director or Officer (or heirs, executors or administrators) may be entitled apart from this Article.

Certification

I hereby certify these Bylaws on February 5th, 2010.


Buster Mathis President/CEO

2-5-2010
Date

Buster Mathis Foundation

Meeting Minutes

April 16 2013

Opening

The regular meeting of the Buster Mathis Foundation was called to order at *4:16 pm* on April 16 2013 in 4409 Carol Ave SW Wyoming, MI 49519 by Buster Mathis.

Present

Buster Mathis; President

Robert Woonacott; Secretary

Joseph Gonnella; Treasurer

Joan Mathis; Board Member

Marvin Franklin; Board Member

Approval of Agenda

The agenda was unanimously approved as distributed. (*4:36pm*).

Approval of Minutes

The minutes of the previous meeting were unanimously approved as distributed. (*4:41pm*)

Open Issues

The Summarize of discussion is the application for hosting Millionaire parties as a fundraiser for the Buster Mathis Foundation's anti-bullying program. (*4:48pm*)

New Business

Application for hosting Millionaire Parties and qualification as well as documentation is satisfactory with the Michigan Gaming Control Board. (*5:22pm*)

Agenda for Next Meeting

- Application for Millionaire Parties approved or disapproved
- Hosting a charitable sporting event
- Soul of the City co-sponsorship with Grand Rapids, Michigan (*5:40pm*)

Adjournment

Meeting was adjourned at *5:55pm* by Buster Mathis. The next general meeting will be at 5:00pm on May 31, 2013, in 4409 carol Ave Wyoming, MI 49519

Minutes submitted by: Robert Woonacott; Secretary

Approved by: Buster Mathis; President

X

Buster Mathis

President The Buster Mathis Foundation



Last statement: March 29, 2013
 This statement: April 30, 2013
 Total days in statement period: 33

Page 1 of 2
 4537379051
 (0)

Direct inquiries to:
 800 806-1692

BUSTER MATHIS FOUNDATION
 14953 MERCURY DR
 GRAND HAVEN MI 49417

FirstMerit Bank N.A.
 328 S Saginaw St
 Flint MI 48502

CITIZENS BANK IS NOW PART OF FIRSTMERIT BANK. SEE THE LAST PAGE OF THIS STATEMENT FOR IMPORTANT INFORMATION ON EXCITING THINGS AHEAD.

Business Free Checking

Account number	4537379051	Beginning balance	\$0.00
Average balance	\$744.02	Total additions	5,837.22
Avg collected balance	\$734.00	Total subtractions	3,865.40
		Ending balance	\$1,971.82

CHECKS

Number	Date	Amount	Number	Date	Amount
	04-25	987.00	1001 R	04-29	2,710.40
	04-26	135.00			
	04-26	5.00			

R-Check has been returned

DEBITS

Date	Description	Subtractions
04-29	NSF Return Item Fee FOR RETURN OF CHECK # 1001	28.00

CREDITS

Date	Description	Additions
03-29	Customer Deposit	100.00
04-01	Customer Deposit	32.82
04-22	Customer Deposit	2,994.00
04-29	NSF Returned Item CHECK 1001	2,710.40





BUSTER MATHIS FOUNDATION
April 30, 2013

Page 2 of 2
4537379051

DAILY BALANCES

<u>Date</u>	<u>Amount</u>
03-29	100.00
04-01	132.82

<u>Date</u>	<u>Amount</u>
04-22	3,126.82
04-25	2,139.82

<u>Date</u>	<u>Amount</u>
04-26	1,999.82
04-29	1,971.82



Thank you for banking with FirstMerit Bank N.A.



\$ 10 fee paid

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received	ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION	
	FILED	
	JUL 24 2012	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Administrator BUREAU OF COMMERCIAL SERVICES		
EFFECTIVE DATE:		
Name Buster Mathis		
Address 4409 Carol Ave S.W.		
City Wyoming	State Michigan	ZIP Code 49519

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

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

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

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:
Buster Mathis, Inc

2. The identification number assigned by the Bureau is: 70644L

3. Article 1 and 2 of the Articles of Incorporation is hereby amended to read as follows:

The Name of the Corporation is: Buster Mathis Foundation

The Purpose or purposes for which the corporation is organized to:

Receive and administer funds for an educational prevention through intervention anti-bullying program, for both students, teachers and school administrators. The Buster Mathis Foundation purpose to raise awareness of situations where bullying is occurring; The Foundations program include The Bully Buster Preventative Program (BBPP), and Athletes Against Bullying Initiative (AABI). The program will be made available to schools with low income, underprivileged students through scholarships and the Bully Buster Preventative is available for sale to fund the organization mission.

The Bully Buster Preventative Program is a, educational, effective and thought provoking way to introduce and deal with bullying; a serious social and health issue of harassment, intimidation and violence in our communities. The curriculum is designed for schools or organizations and will help empower children, condition their hearts and minds against violence at an early stage through age appropriate activities and assignments students can take home to share!

Athletes Against Bullying Initiative (AABI): Is a program that partners with sports teams and organizations to help children understand how special they are and how they can be a role model in their community against bullying. By collaborating with athletes to inspire children Buster Mathis Foundation will educate and bring awareness of the effects of bullying to communities state and nationwide. Through research-based Interventions, the Buster Mathis Foundation (BMF) provides funding, resources and support for schools to implement effective and age-appropriate anti-bullying programs to improve school climate for all students.

B. Nonprofit corporation only: Member, shareholder, or board approval

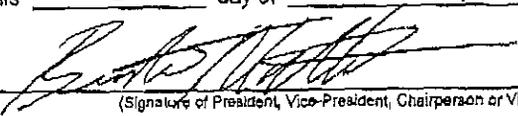
The foregoing amendment to the Articles of Incorporation was duly adopted on the 26th day of June, 2012 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- directors at a meeting in accordance with Section 611(2) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations	
Signed this <u>2</u> day of <u>July</u> , <u>2012</u>	
By <u></u> <small>(Signature of President, Vice-President, Chairperson or Vice-Chairperson)</small>	
<u>Buster Mathis</u> <small>(Type or Print Name)</small>	<u>Vice President/Treasurer</u> <small>(Type or Print Title)</small>

OGDEN UT 84201-0038

In reply refer to: 0437846480
Jan. 03, 2013 LTR 4168C 0
27-2329420 000000 00
00056939
BODC: TE

BUSTER MATHIS FOUNDATION
% BUSTER MATHIS
4409 CAROL AVE SW
WYOMING MI 49519-4519

Employer Identification Number: 27-2329420
Person to Contact: Ellen Casteel
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 20, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 2011.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

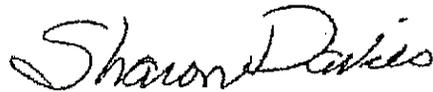
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0437846480
Jan. 03, 2013 LTR 4168C 0
27-2329420 000000 00
00056940

BUSTER MATHIS FOUNDATION
% BUSTER MATHIS
4409 CAROL AVE SW
WYOMING MI 49519-4519

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Sharon Davies
Accounts Management I

Buster D. Mathis

4409 Carol Ave SW Wyoming, MI 49519

C: (616) 843.4433 or H: (616) 532.0329

Email: bdm325@gmail.com

Summary: A nonprofit organization executive with project management and leadership skills who is highly energetic and results-oriented with proven ability to handle-pressure, strong team builder with skills to organize, motivate and manage people to obtain the organizations objective

Core Competencies: Creative Problem Resolution/ Mentoring & Team Building / Innovative Leadership Style /Interpersonal Communication/Organized and energetic/Ability to handle multiple projects demands in detail; Graceful under Pressure/Rises to the Challenge.

Education:

University of Miami, Coral Gables, FL

Bachelor of Arts in General Studies In Education with an emphasis in Sports Management and Marketing, *Graduated May 2007*

Coursework: Sports Management, Leadership and Management in Sports, Sports Marketing, Strategic Management, Product and Retail Management, Professional Selling Computer Information Systems, Telecommunication systems

Grand Rapids Community College, Grand Rapids, MI

Associates of Arts Degree in Business Administration, *Graduated March 1993*

University of Southern California (USC), Real Estate Development Certificate

Employment History:

The Buster Mathis Foundation: Grand Rapids, MI

Job: President/CEO

January 2010 to the present

Professional Educational Service Group: Caledonia, MI

www.subpass.com

Job: Substitute Teacher for Kent County Michigan

April 2011 to the present

Pine Rest Christian Mental Health Services

<http://www.pinerest.org>

Job: Adolescent Care Provider- Cedar Unit

December 2009 to present

Boxing Professional:

22 Wins, 2 Loses, 8 Knockouts:

USBA Heavyweight Champion: 02/05/1993 Defeated **Tyrell Biggs** for USBA title
Las Vegas, NV

USBA Heavyweight Champion: 08/13/1994 No-Contest **Riddick Bowe** for USBA title
Convention Hall, Atlantic City, NJ

USBA Heavyweight Champion: 12/16/1995 Boxed against former World Champion **Mike Tyson**
Core State Spectrum Philadelphia, PA

Boxing

Amateur:

US Amateur Boxing: National Ranking - #5

Boxing Record 38-4

Member - 1986 thru 1991

Golden Glove State Champion: 1987, 1989, 1990

Super Heavyweight Division; Michigan

Skills:

Proficient in Microsoft Office, Word, Excel, Outlook, and the Internet

Excellent Interpersonal Communication Skills

Experience Interacting with public in a service capacity

Self-motivated, Detail-oriented and project management background

Confident leadership abilities

"It's a mark of a great fighter when he has character plus skill, because a fighter with character & skill will often raise and beat a better fighter because of this. Character is that quality upon which you can depend on under pressure & other conditions. Character makes the fighter predictable; character helps him win."~Cus D'Amato

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
ALL CITY MANAGEMENT SERVICES (ACMS)
FOR CROSSING GUARD SERVICES

WHEREAS:

1. As detailed in the attached Staff Report from the Wyoming Police Department Captain, ACMS has provided the City an Agreement to provide Crossing Guard Services through June 20, 2015.
2. It is recommended the City Council accept the agreement for Crossing Guard Services with ACMS.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with ACMS for Crossing Guard Services.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the Crossing Guard Services with ACMS in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

ATTACHMENTS:
Staff Report
Interdepartmental Correspondence
Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 7, 2013
Subject: Crossing Guard Services
From: Captain Kim Koster
Meeting Date: May 13, 2013

Recommendation:

As detailed in the attached report, it is recommended that the City of Wyoming enter into a contract with All City Management Services (ACMS) to provide crossing guard services.

Sustainability Criteria:

Environmental Responsibility – Does not significantly impact this criterion.

Social Equity – Contracting our crossing guard services will provide reliable and consistent service to all community members, regardless of income or socio-economic status, who must rely on the fact that their children can walk safely to school.

Economic Strength –By contracting with ACMS, we will continue to provide the citizens of Wyoming with quality crossing guard services while freeing up departmental personnel to focus on other issues.

Discussion:

Michigan Motor Vehicle code section 257.613c stipulates that school crossing guards are the responsibility of local law enforcement agencies. The Wyoming Police Department CSU Sergeant provides administrative oversight for the crossing guards including recruiting, hiring, supervising, coordinating substitutes for absences, etc. Other ancillary services include drug testing and administrative services provided by the Human Resources and Finance Departments.

As detailed in the attached report, ACMS has provided the City with an Agreement to provide the City with crossing guard services at a cost not to exceed \$53,151.00/year through June 30, 2015. The City Attorney does not foresee any issues with compliance with Michigan statute as long as the City maintains communications with ACMS and the Crossing Guards are trained in compliance with Michigan law.

Budget Impact:

The annual amount budgeted for the crossing guards for the FY 2014 is \$52,092.00; this figure does not include an estimated cost of \$4,269.00 for City administrative services. It is estimated the annual cost of the City managing its own crossing guard program to be more than \$56,361.00.

ACMS has agreed to provide all of these services without exceeding an annual cost of \$53,151.00.

Interdepartmental Correspondence

TO: Lt. Beckman
FROM: Sgt. Pols
DATE: March 26, 2013
SUBJECT: Private Crossing Guard Service Proposal



Administrative Services

Dear Sir,

With your permission I have researched a private company that contracts out crossing guard services. The name of the company is All City Management Services (ACMS). ACMS serves 130 agencies and provides complete crossing guard service including: recruitment, background clearance, training, equipment, liability insurance, supervision, and management. They handle payroll, complaint investigations and resolution, and coordination of assigning qualified substitutes during absences. When ACMS' services are utilized they pay the guards the same amount previously paid by the city, and they utilize as many of the existing crossing guards as possible.

Cost:

I provided ACMS with our crossing guard schedule, rate of pay, and equipment needs. Based on this information they provided a proposed hourly billing rate of \$23.62 per guard. This is based on our current staff of 12 crossing guards working 180 school days annually at the existing time requirements. ACMS projected a "Not to Exceed Price" of \$53,151 for contract years one and two. Invoices for services are mailed every two weeks. Included with each invoice is a work summary detailing each site, each day, and the hours worked at the site.

The current amount budgeted for crossing guards for the City of Wyoming for FY 2014 is \$52,092. This includes: salaries, FICA, workers comp., unemployment, supplies, uniforms, liability insurance, and substitutes. This budgeted amount does **not** include the cost of administrative oversight or payroll service time. The CSU sergeant provides administrative oversight for the crossing guards including recruiting, hiring, supervising, coordinating substitutes for absences, etc. I would estimate that the CSU sergeant averages 3 hours per pay period on crossing guard oversight. Julie Pease handles payroll for the crossing guards and spends an average of 1 hour per pay period on this task. Additionally, it is not uncommon for patrol officers to have to fill in for crossing guard absences (estimated at 30 hours annually. Based on hourly rate, I would estimate that conservatively, \$4,269 annually is paid for crossing guard tasks not included in the budget for crossing guards. Obviously this amount would be paid regardless, but it should be considered when examining the time and money that the City currently spends on crossing guards.

There are other ancillary costs that are incurred by the City in running the crossing guard program, including: paying Spectrum Occupational Health for annual drug tests for crossing guards, human resource file maintenance costs, and the finance department's payroll costs. I do not have an estimate for these numbers, but they should also be considered.

Fiscal Year 2014

Current Budgeted Amount	Budgeted Amount Plus Administrative Cost	ACMS' "Not to exceed" Price
\$52,092	\$56,361	\$53,151

HONOR - COURAGE - DUTY - TRUST

Statutory Provisions:

The Michigan Motor Vehicle Code stipulates the following provisions:

257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.

Sec. 613c.

(1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.

(2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the Department of Education and the Department of State Police and conducted by the local law enforcement agency having jurisdiction *or its designee*.

I spoke to Michigan State Police Sergeant Doug Rossler. Sergeant Rossler is a traffic crash reconstructionist and is well versed in the Michigan Motor Vehicle Code. After some research he concluded that he believed that the police department would be fulfilling the requirement of having responsibility over crossing guards as long as we maintained oversight and communication with ACMS. The training stipulations in the statute would also have to be complied with, but ACMS could serve as our designee.

I also spoke to City Attorney Jack Sluiter and he did not foresee any issues with our compliance with Michigan statute as long as we were still involved with ACMS, and ensured that the crossing guards were trained in compliance with Michigan Law. Mr. Sluiter also indicated that he would review the contract to ensure that the liability verbiage was sufficient (if we get to that point).

References for ACMS:

Depew, New York:

I spoke to the Chief of Depew, New York Police Department, Stan Carwile. (Incidentally Chief Carwile grew up in Wyoming and his mother lives still lives here so he is familiar with our city). Chief Carwile said that he has nothing, but good things to say about ACMS's services. Depew has 6 crossing guards and they are wrapping up their first year using ACMS. During that year there have been no issues with ACMS and the company has been very responsive to any requests from the police department or citizens. Chief Carwile did not report any crossing guard absences or vacant posts since ACMS took over this service. New York State also stipulates that local law enforcement has statutory responsibility for crossing guards, and Chief Carwile indicated that using ACMS fulfills this responsibility. Chief Carwile wholly endorsed the services provided by ACMS, and he plans to continue utilizing them.

Anaheim, California:

I spoke to Nancy Galicino, Traffic Office Administrator for Anaheim Police Department in California. She said that they have used private companies for crossing guard services for decades. ACMS has been the primary contractor during this period, and Nancy said that they provide excellent service. She said, "They are worth it, and you will have no problems with their service." She indicated that Anaheim PD does play a role in training the guards at the beginning of the school year because they want to ensure that the police department and the crossing guards are on the same page. ACMS provides over 60 crossing guards and two supervisors for Anaheim, and they are now in the middle of a five year contract with the city. Nancy praised ACMS for their customer service and responsiveness to any problems that come up. Nancy provided a glowing recommendation for ACMS services. She indicated that ACMS lost the contract several years ago due to a lower bid, and she was so happy to get them back when they regained the contract.

HONOR – COURAGE – DUTY - TRUST

Whittier, California:

I spoke to Sergeant Ron Hansen from the Whittier, California Police Department. Sergeant Hansen told me that Whittier has 20 crossing guards, and that ACMS has the contract for crossing guard services. He said that he is pleased with their service and that they do a much better job than competitors that have had the contract in the past. He said that ACMS is very responsive if and when an issue arises. I asked him to give me an example of this, and he told me that a few years ago there was an allegation that one of the crossing guards had taken pictures of children whom he helped cross the street. The issue was brought to the attention of ACMS and the subject was terminated immediately. Sergeant Hansen also told me that after a traffic study was completed by the city it was determined that one more crossing guard was needed at a particular intersection. This need was relayed to ACMS and the next day a crossing guard was assigned to the new post. Sergeant Hansen fully endorsed ACMS and had nothing but good things to say about their service.

***It is worth noting that all of the above references were provided to me by ACMS (along with other references that I did not speak to). I did ask each referent, however, if they were made aware that someone might be calling them or if they had any kind of vested interest in the matter. Each person assured me that this was not the case.

Conclusion:

Based on the above information it is my recommendation that we move forward with the process of seeking appropriate approval to contract with ACMS for at least a one-year trial period. It seems that this is both fiscally responsible and would provide the citizens of Wyoming with quality responsive crossing guard service while freeing up department personnel to focus on other issues. Please feel free to let me know if you have any questions or concerns.

See attached ACMS proposal and corporate documents for further details.

Respectfully Submitted,

Sgt. Timothy Pols

**AGREEMENT BETWEEN THE CITY OF WYOMING, MI AND
ALL CITY MANAGEMENT SERVICES, INC.
FOR CROSSING GUARD SERVICES**

This AGREEMENT made and entered into this ____ day of _____, 2013, by and between the CITY OF WYOMING, MI a municipal corporation, hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences _____, 2013 and ends on June 30, 2015 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Wyoming. The Contractor shall perform operational duties at the direction of the Chief of Police or his/her representative.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
7. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Michigan and the City of Wyoming.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of Michigan and the City of Wyoming pertaining to general pedestrian safety in school crossing areas.
9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the City of Wyoming are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.

10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the Chief of Police or other representative designated by the City.
12. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
13. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.

- 14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
- 15. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Sixty-two Cents (**\$23.62**) per hour, per guard. Based upon 2,250 hours of service annually the Not to Exceed price to the City totals: \$53,145.00. The City agrees to a minimum of 2,200 hours of service billing annually, unless Contractor fails to perform services.
- 16. The City of Wyoming shall have an option to renew this contract for an additional two year term. In the event that this Agreement is extended beyond June 30, 2015, the compensation and terms for services shall be established by mutual consent of both parties.

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

City of Wyoming, MI

All City Management Services, Inc.

By _____
Signature

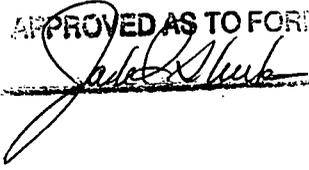
By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

By _____
Signature

APPROVED AS TO FORM:


Print Name and Title

Date _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE WEST SHORE SERVICES, INC. TO REPLACE
ONE OUTDOOR WARNING SIREN AND PERFORM NECESSARY UPGRADES
TO NARROWBAND THE ENTIRE EXISTING CIVIL DEFENSE SYSTEM

WHEREAS:

1. The City maintains eleven outdoor warning sirens which are strategically placed throughout the City limits to ensure every area is covered by the sound.
2. Ten of those sirens are monitored by a digital system on a computer located at the Central Fire Station which notifies staff of any impairment so proper corrective action may be taken.
3. The siren located at the intersection of 26th St SW and Clyde Park Ave SW is an extremely old model which prevents it from communicating with our monitoring system. During the last year, we confirmed that this siren is now inoperable which places several neighborhoods out of range of a properly operating siren.
4. West Shore Services, Inc. is the only vendor in the area qualified to provide service to our civil defense system. Due to the outdated model and the inability to view this location on our monitoring system, West Shore has recommended replacement of this defunct siren for the cost of \$15,400. Through the regional Homeland Security, grant monies in the amount of \$2,460 have been secured to aid in the cost of this purchase, making the City's share of this project estimated at \$13,000.
5. The entire existing civil defense system must also be upgraded to narrowband compliance which has been quoted by West Shore at a cost of \$2,255.
6. The City's share of this entire project is estimated at \$15,255.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council authorizes the purchase of one new outdoor siren and the required narrowband upgrade to the entire existing civil defense system as quoted by West Shore Services, Inc.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Staff Report, Quote, Siren Specifications

Resolution No. _____

STAFF REPORT

DATE: May 7, 2013
SUBJECT: Civil Defense Siren Upgrades
FROM: Bob Austin, Fire Chief
MEETING DATE: May 20, 2013

RECOMMENDATION:

It is recommended that the City Council authorize West Shore Services, Inc. to replace one outdoor siren and perform the necessary narrowband upgrades to the entire existing civil defense siren system.

SUSTAINABILITY CRITERIA:

Environmental Quality - The civil defense sirens are designed to generate a sound which provides warning to the residents and visitors of approaching danger, most commonly, the issuance of a tornado warning.

Social Equity - Currently, many residents, including those of Grace Bible College and Pinery Park Senior Living, are either out of range or at the outer limits of a properly operating siren. By replacing the one defunct siren and upgrading the entire system, we ensure all residents the same quality of warning service without regard to the neighborhood in which they reside.

Economic Strength - With these upgrades, we will now be able to monitor all sirens from our digital system which notifies us of any impairment related to that specific location.

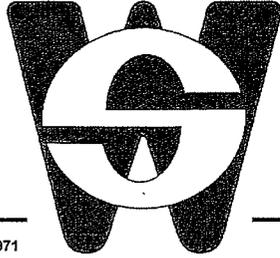
DISCUSSION:

The City of Wyoming maintains eleven outdoor sirens. Within the last year, we were advised that the siren located at the intersection of 26th St SW and Clyde Park Ave SW was not sounding during monthly testing and have since determined it to be inoperable and out of service. The current device is an extremely old model and it has been recommended by the vendor to replace the entire unit. This is currently the only siren we are unable to monitor from our digital system located in the central fire station but with this replacement, we will be able to add this location to the monitoring system.

West Shore Services, Inc. is the only vendor in the area qualified to provide support to the civil defense system. Per a quote dated March 28, 2013, the total cost for one siren replacement has been estimated at \$15,400. Grant monies have been secured through the regional Homeland Security for a portion of this cost, in the amount of \$2,460, leaving us with an actual cost of \$13,000. West Shore has also quoted the cost to narrowband the existing system is \$2,255 for a total project cost of \$15,255.

BUDGET IMPACT:

This purchase will require a fund transfer into the Fire - Civil Defense - Capital Outlay Siren account number 101-337-42600-986.309.



West Shore Services, Inc.

Jeffrey J. DuPilka – President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

Est. 1971

yes #

March 28, 2013

Wyoming Fire Department
Attn: Chief Bob Austin
1250 – 36th St., S.W.
Wyoming, MI 49509

Dear Bob,

I appreciated the opportunity to meet with you for a few minutes to review narrowbanding of your existing community alert notification system.

As you know from our discussion, all the remote siren sites are capable of being narrowbanded by reprogramming and realigning with the exception of Site #11.

Site #11 is an older Model 5 Three Phase unit with an obsolete SCH receiver that is not capable of be narrowbanded. After our meeting I took time to drive by and review the site. The pole condition is good. The unit is very close to existing primary power lines so from a safety standpoint it would be best if it could be relocated, however, it has been in this location all these years so that in itself would not make relocating the unit a priority.

Based on our discussion, I provided some options for Site #11 for your review. The narrowbanding costs are also included at the end of this proposal.

SITE #11 OPTIONS

I provided the following four (4) options for your consideration. Keep in mind that the county authorized \$2,460.00 for a new controller for Site #11. You could either use that to complete Option Two at no charge or I can provide full credit, \$2,460.00, to be deducted off Option Three or Option Four to reduce the cost of purchasing new equipment for this site.

OPTION ONE

This option would include removing the unit from service.

OPTION TWO

Install a new Federal FCH radio receiver with one-way digital activation capabilities. This would allow you to activate the existing unit on the City of Wyoming's system; however, the unit would not be monitored as part of your two-way system.

The cost to furnish, deliver and install a new Federal FCH controller is \$2,480.00.

➔ **OPTION THREE**

Replace the unit with a new Federal Eclipse siren utilizing the existing pole including two-way digital status monitoring and battery back up to match the existing units in your system.

The cost to furnish, deliver and install a new Federal Eclipse unit assuming we mount the equipment on the existing pole (I hadn't thought of that during our meeting) is \$15,380.00

OPTION FOUR

Remove the existing unit and replace with a new Federal 2001 unit. I recommend relocating the siren to allow the majority of the coverage to remain within the City of Wyoming.

The cost for us to furnish, deliver and install a new Federal 2001 siren including two-way digital status monitoring, battery backup and all necessary options to match your existing units is \$18,950.00.

Note 1: This price also includes removal of the existing equipment as part of the project.

Note 2: Federal's Regional Manager, Joe Brady, authorized the extra discount for the unit.

SYSTEM NARROWBANDING

The cost for us to narrowband your existing system is as follows:

- 10 Remote Siren Sites at \$205.00/each - \$2,050.00
- 1 Control Point Radio at \$205.00 - \$205.00

Total narrowbanding cost \$2,255.00.

Thank you for the opportunity to work on your community alert and notification needs. If you have any questions, or need additional information, please feel free to give me a call.

Sincerely,



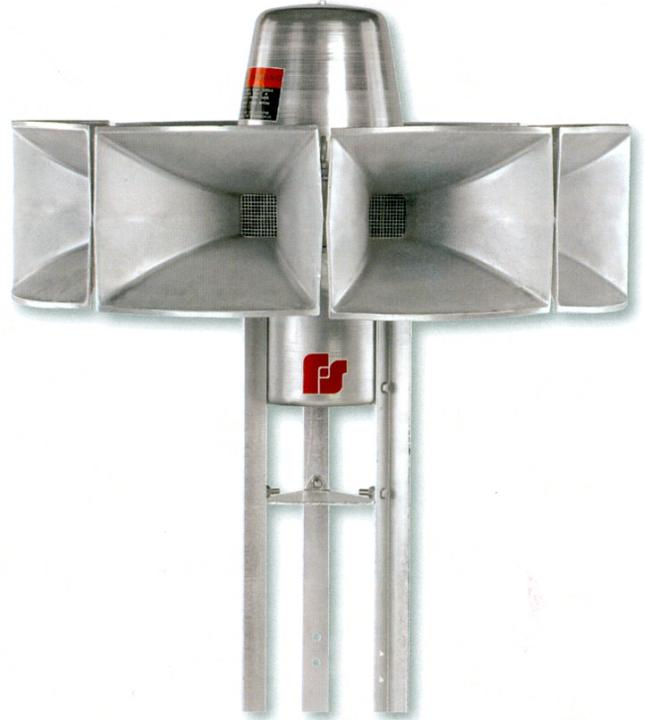
Jeffrey J. DuPilka
President

JJD/cs

Eclipse⁸ Omni-Directional Siren

Features

- **Omni-directional coverage**
- **115dB(C) at 100 feet**
- **100% aluminum design**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Ideal for outdoor warning**
- **5-year limited warranty**



The Federal Signal Eclipse⁸ is a mid-sized DC-powered, omni-directional siren for outdoor warning that produces high intensity warning signals. This powerful and lightweight siren provides coverage with a maximum sound pressure level of 115dB(C) at 100-ft (+/- 1dB). The Eclipse⁸ siren is ideal for fire stations, communities, or nuclear plants. The high-decibel output provides maximum coverage with minimum installation costs. Operating from 48VDC, the siren utilizes the DC motor of our Federal Signal 2001-130 siren for proven reliability.

The siren's eight projector horns covers a 360-degree omni-directional area, with the capability of producing three signal options: steady, wail, and fast wail. The Eclipse⁸ siren also offers a unique dual-tone feature. It provides low-frequency coverage while creating high frequency harmonics in the optimal range where most people hear better. The Eclipse⁸ siren will supply a minimum of 15 minutes of continuous siren operation from its batteries even after 24 hours without AC power. The siren controls are available with battery (DC) operation, AC operation, AC operation with battery back-up and solar power options. One-way and two-way control via radio, IP, satellite, cellular or landline options are available. Designed to provide warning for events including: severe weather, local disasters, and all-hazard warning. The Eclipse⁸ siren is a perfect choice to protect any community.



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

DATA SHEET

5,000'R

2700'R

Eclipse⁸ Omni-Directional Siren

Specifications

Power Requirements*

Siren Motor	48V (DC or full wave rectified AC)
	112 Amps (nom.)

Wiring

Siren Motor	2 AWG
-------------	-------

Motor Type

Siren	Series Wound DC 7 Hp
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Signal Types

Steady, Wail, Fast Wail

Output Frequency

Steady	525 Hz
Signal Duration	3 min. (programmable)
Signal Output (SPL):	115dB(C) (+/- 1dB(C)) (on axis) at 100' (30 m)
Effective Range at 70 dB(C)	2200 ft (370 m) at -10dB(C) per distance doubled

Environmental

Operating Temperature**	-30°C to +60°C
-------------------------	----------------

Weight

Siren Weight	255 lbs (116 kg)
Shipping Weight	380 lbs (173 kg)

* Power requirements refer to the power supplied by the batteries or optional AC operation with battery back-up.

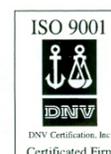
** The siren can operate throughout this temperature range provided that battery temperature is maintained at -18°C or higher.

Ordering Information

Eclipse ⁸	115 dB(C) omni, electro-mechanical siren
RME	Roof or steel pole top mount and bracket

See price list for controller and powering options.
Batteries are not included with any model.

 **FEDERAL SIGNAL**
Safety and Security Systems
Advancing security and well being.



2645 Federal Signal Drive, University Park, IL 60484 708.534.4756 Fax: 708.534.4874 www.alertnotification.com

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5/20/13

Parks and Recreation/RJH:

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE CHANGE ORDER NO. 1 TO THE
NATURE PRESERVE – BIKE PATH RESTORATION PROJECT

WHEREAS:

1. On March 4, 2013, the City Council awarded a bid for the Nature Preserve – Bike Path Restoration project to A-1 Asphalt, Inc. who submitted a low bid in the amount of \$66,122.75.
2. The project was scoped to reconstruct sections of the existing trail that have failed due to heaving from tree roots and poor soils then resurface the entire length of the existing trail.
3. Subsequent to the award of the project, A-1 Asphalt Inc. has proposed an alternate scope of work to remove the entire trail and replacing with an all new bituminous trail adding additional paving quantities but also providing savings in constructability.
4. The suggested method would add additional quantities of bituminous paving and path removal, but be offset with savings of constructability adding a total of \$5,459.38 to the contract.
5. The resulting end product would be a completely new bituminous trail free of joints, providing a more consistent pavement base with minimal additional costs.
6. The attached change order would modify the scope of the project to remove and replace the existing bituminous trail and add \$5,549.38 to the existing contract.
7. The additional costs for this project can be financed out of the Parks and Recreation Capital Outlay Accounts:

Lemery Park Improvements 208-752-75600-975.112

Buck Creek Nature Preserve 208-752-75600-975.120

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached Change Order No. 1 to remove and replace the entire bituminous surface as part of the Nature Preserve – Bike Path Restoration project in the amount of \$5,459.38.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

Attachments: Change Order No. 1

Resolution No. _____

CHANGE ORDER NO. 1

PROJECT: Nature Preserve – Bike Path Restoration
CONTRACTOR: A-1 Asphalt Inc.
CONTRACT DATE: March 4, 2013
DESCRIPTION: Path removal and reconstruction

Contract Amount Prior to Change Order No. 1	\$66,122.75
Increase Resulting from Change Order No. 1	<u>\$ 5,459.38</u>
Adjusted Contract Amount	\$71, 582.13

CITY OF WYOMING

Jack Poll
Mayor

Heidi A. Isakson
City Clerk

Staff Report

Date: May 15, 2013

Subject: Nature Preserve – Bike Path Restoration – Change order No. 1

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: May 20, 2013

Recommendation:

Staff recommends removing and replacing the entire bituminous trail adding additional quantity of bituminous, but also providing better overall trail along with savings of greater constructability. The revised scope of work will add \$5,459.38 to the contract for a total cost of \$71,582.13.

Sustainability Criteria:

Environmental Quality – Designated pathways within the nature preserve work to protect native plantings and environmentally sensitive area. In addition, pathways allow means for alternative travel between parks (Buck Creek Nature Preserve and Lemery Park) other than by car, conserving fuel and reducing pollution.

Social Equity – The trail is designed to provide connectivity through Wyoming and is available for all to use.

Economic Strength – Providing well maintained trails through Wyoming adds to the economic strength of a community allowing safe and efficient alternative means of travel.

Discussion:

On February 19, 2013, the City of Wyoming received three (3) bids for the Nature Preserve Trail Restoration project with A-1 Asphalt Inc. submitting a bid of \$66,122.75. Subsequent to the award of the project, A-1 Asphalt Inc. proposed an alternate project scope to remove the entire existing bituminous trail and provide an all new bituminous trail. The proposed scope modification adds increased quantities of bituminous material but also offers savings of ease of construction to offset the added quantities. Additionally, the trail would have all new asphalt and not have construction joints and potential reflective cracking. The proposed scope would add \$5,459.38 to the project but provide a better trail with a longer life as a result.

It is recommended that the City Council approve the Change Order No. 1 to the Nature Preserve – Bike Trail Restoration Project for the entire trail resurfacing in the amount of \$5,459.38.

Budget Impact:

Funds are available in the Parks and Recreation Fund.

Attachments:

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE CITY OF KENTWOOD
FOR THE DESIGN AND PRELIMINARY ENGINEERING OF
DIVISION AVENUE FROM 54th STREET TO 60th STREET

WHEREAS:

1. The City's adopted Thoroughfare Plan recommends that Division Avenue be widened to a (5) five-lane cross-section from 54th Street to 60th Street to accommodate anticipated increased traffic along the corridor.
2. The Cities of Kentwood and Wyoming have jointly received federal funding for the reconstruction of Division Avenue in 2015.
3. Said reconstruction and widening will require considerable preliminary engineering for the design, acquisition of additional right-of-way and preparation of an Environmental Assessment document, prior to construction.
4. The project is a borderline street between the City of Wyoming and the City of Kentwood, split equally between the two Cities.
5. The attached City-City Agreement identifies the costs and obligations of each City with the respect to the preliminary engineering and preparation of a project design.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached City-City Agreement with the City of Kentwood for the preliminary engineering necessary to complete the design for Division Avenue from 54th Street to 60th Street.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

AGREEMENT

Division Avenue from 54th Street to 60th Street

THIS AGREEMENT is made _____, 2013 between the City of Wyoming, a Michigan Municipal Corporation, 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (“Wyoming”) and the City of Kentwood, a Michigan Municipal Corporation, 4900 Breton Avenue, S.E., Kentwood, Michigan 49508 (“Kentwood”).

WITNESSETH

WHEREAS, Wyoming and Kentwood are desired to reconstruct Division Avenue from 54th Street to 60th Street in 2015, including widening of the street to a five-lane cross-section with bike lanes and sidewalks (the “Project”); and

WHEREAS, the Project will require that significant work be performed prior to construction, and Kentwood will be designated as the lead agency performing the preliminary engineering in connection with the Project; and

WHEREAS, Wyoming and Kentwood desire to share costs for the preliminary engineering and design for the Project as set forth below.

NOW, THEREFORE, in consideration of the respective covenants contained herein, the parties agree as follows:

1. Kentwood, on behalf of Kentwood and Wyoming, will solicit proposals for the selection of a design and engineering consultant to design the Project, with an option to provide construction engineering services for the Project. Kentwood and Wyoming are each responsible for ensuring that the solicitation process followed by

Kentwood complies with each parties' respective purchasing legal requirements. Following receipt of the proposals, Kentwood will award the preliminary design and engineering work to the successful bidder.

2. Wyoming and Kentwood will share the cost for preliminary engineering and design work for the Project, which shall include in the scope of services to be provided survey services, soil borings, project design, preliminary engineering, and State and local permittings. The costs associated with the preliminary design and engineering for the Project shall be as set forth in Exhibit A, which exhibit is attached and incorporated herein by reference.
3. Wyoming and Kentwood will not share the costs of any necessary right-of-way acquisitions for the Project. Each respective City shall pay their respective acquisition costs, if any.
4. Wyoming, on behalf of Kentwood and Wyoming, will solicit proposals for the selection of a consulting firm for the performance of an environmental assessment for the Project. Kentwood and Wyoming are each responsible for ensuring that the solicitation process followed by Wyoming complies with each parties' respective purchasing legal requirements. Following receipt of the proposals, Wyoming will award the environmental assessment work to the successful bidder.
5. Wyoming and Kentwood will invoice each other for authorized costs incurred as provided for in this Agreement. Each party agrees to pay, within 30 days of invoicing, its share of the Project costs as set forth herein, subject to the invoicing party's provision of supporting calculations.

6. Construction engineering for the Project will be evaluated after the Project has been designed and will be contingent on the parties' satisfactory negotiation of an agreement for such construction work.

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

WITNESSED

City of Wyoming
A Michigan Municipal Corporation

By. _____
Jack Poll, Mayor

Attest. _____
Heidi A. Isakson, City Clerk

WITNESSED

City of Kentwood
A Michigan Municipal Corporation

By. _____
Richard Clanton, Mayor

Attest. _____
Dan Kasunic, City Clerk

APPROVED AS TO FORM:



EXHIBIT A

	Estimated Total COST	Estimated Wyoming Share	Estimated Kentwood Share
Right of Way Acquisition	\$500,000	\$500,000	As needed
Environmental Assessment	\$45,000	50%	50%
Soil Borings	\$10,000	50%	50%
Survey	\$17,000	50%	50%
Design	\$65,000	50%	50%
Estimated Total Preliminary Design	\$637,000	\$568,500	\$68,500

The costs shown are estimates only. Actual share of cost for each category will be based on the actual amount in accordance with this Agreement.

Construction Costs and Construction Administration expenses will be the subject of a separate City-City agreement entered into at the time of construction in 2015 and be based upon actual costs. Wyoming Construction Inspection is typically 4% of the construction costs. All construction testing and surveying shall be shared equally between the two Cities per the agreement.

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR WATERMAIN REPLACEMENT
ON AVON, MEYER AND WRENWOOD FROM 28TH STREET TO PORTER STREET

WHEREAS:

1. The age and condition of the existing watermains in Avon and Meyer Avenues from 28th Street to Porter Street requires frequent maintenance to repair broken watermains and water services.
2. The existing watermains have reached the end of their useful life and require replacement to minimize impacts to residents.
3. On May 8, 2013, the City received seven (7) bids for the proposed watermain reconstruction with My-Con, Inc. submitting the low bid of \$1,031,398.80.
4. The bid is \$157,654.20, or 13.2% below the Engineer's estimate and is in the best interest of the City to perform the aforementioned work.
5. The total cost for this project will be financed out of the Avon Meyer Watermain account in the Capital Improvements Program:

Avon Meyer Watermain 591-441-57300-972573

Construction	\$1,031,398.80
<u>Engineering & Contingencies</u>	<u>\$ 188,601.20</u>
Total Project Cost	\$1,220,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the Avon, Meyer, and Wrenwood Watermain project contract to My-Con, Inc. in the amount of \$1,031,398.80.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

Heidi A. Isakson, Wyoming City Clerk

Staff Report

Date: May 8, 2013
Subject: Avon, Meyer and Wrenwood Watermain Reconstruction - Award of Bid
From: William D. Dooley, Director of Public Works
Meeting Date: May 20, 2013

Recommendation:

Staff recommends awarding the Avon, Meyer and Wrenwood Watermain project to My-Con, Inc. for the low bid of \$1,031,398.80, 13.2% below the Engineer's estimate.

Sustainability Criteria:

Environmental Quality – Reliable watermains provide safe, potable water to residents and businesses for use, consumption, and emergency response.

Social Equity – The watermain replacement project has little or no impact on Social Equity.

Economic Strength – Providing safe and reliable drinking water is beneficial for residents and businesses in Wyoming and adds to the economic strength of a community.

Discussion:

On May 8, 2013, the City of Wyoming received seven (7) bids for the Avon, Meyer and Wrenwood Watermain Reconstruction project with My-Con, Inc. submitting a low bid of \$1,031,398.80 which is 13.2% below the Engineer's estimate. The existing watermains in both Avon and Meyer currently create the highest maintenance calls in the City of Wyoming. There have been a number of main breaks on the existing watermains and they have reached their useful life. The Avon, Meyer and Wrenwood Watermain Reconstruction project will replace the existing mains in Avon and Meyer from 28th Street to Porter Street. Additionally, redundancy and improved connectivity will be added by connecting the two mains with a new main in Wrenwood Street.

The total project cost is \$1,220,000 including Engineering and Contingencies, and is in the Avon Meyer Watermain account, as part of the Capital Improvements Program.

It is recommended that the City Council award the Avon, Meyer and Wrenwood Watermain Reconstruction project to My-Con, Inc. in the amount of \$1,031,398.80.

Budget Impact:

Funds are available in the Capital Improvements Program fund in the Avon Meyer Watermain account.

Attachments: Bid Tabulation
Contract

City of Wyoming Bid Comparison

Contract ID: 153.13
Contract Year: 2013
Description: Watermain Improvements
Location: Avon, Meyer & Wrenwood - (28th - Porter)
Projects(s): 153.13

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$1,189,053.00	15.28%	0.00%
1	(00679) My-Con, Inc.	\$1,031,398.80	0.00%	-13.25%
2	(2) Diversco Construction Co. Inc.	\$1,084,642.80	5.16%	-8.78%
3	(9) Kamminga & Roodvoets, Inc	\$1,092,162.05	5.89%	-8.14%
4	(5) Nagel Construction	\$1,105,335.95	7.16%	-7.04%
5	(3) GEORGETOWN CONSTRUCTION CO	\$1,181,816.50	14.58%	-0.60%
6	(04233) Lodestar Construction, Inc.	\$1,190,960.20	15.47%	0.16%
7	(14) Wyoming Excavators, Inc.	\$1,231,277.25	19.37%	3.55%

Line Description	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) My-Con, Inc.		(2) Diversco Construction Co. Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001 MOBILIZATION	1000	1	LS	\$0.00	\$0.00	\$3,000.00	\$3,000.00	\$64,000.00	\$64,000.00
0002 REMOVE CURB & GUTTER	1008	7,459	Ft	\$10.00	\$74,590.00	\$3.00	\$22,377.00	\$3.70	\$27,598.30
0003 REMOVE SIDEWALK	1035	3,379	SY	\$5.00	\$16,895.00	\$3.00	\$10,137.00	\$4.00	\$13,516.00
0004 REMOVE PAVEMENT	1045	1,390	SY	\$12.00	\$16,680.00	\$3.00	\$4,170.00	\$4.00	\$5,560.00
0005 REMOVE EX COVER AND CASTINGS	1142	57	EA	\$250.00	\$14,250.00	\$75.00	\$4,275.00	\$170.00	\$9,690.00
0006 REMOVE EXISTING VALVE AND BOX	1143	18	Ea	\$150.00	\$2,700.00	\$50.00	\$900.00	\$136.00	\$2,448.00
0007 ABANDON EX WATER SERVICE	1160	1	Ea	\$250.00	\$250.00	\$100.00	\$100.00	\$136.00	\$136.00
0008 REMOVE HYDRANT	1168	10	Ea	\$350.00	\$3,500.00	\$200.00	\$2,000.00	\$378.00	\$3,780.00
0009 COLD MILLING EXISTING PAVEMENT - 3"	1210	14,812	SY	\$1.00	\$14,812.00	\$0.75	\$11,109.00	\$0.75	\$11,109.00
0010 REMOVE WALL	1225	226	LF	\$6.00	\$1,356.00	\$6.00	\$1,356.00	\$7.00	\$1,582.00
0011 RESET FENCE	1227	980	Ft	\$12.00	\$11,760.00	\$20.00	\$19,600.00	\$11.00	\$10,780.00
0012 FLOWABLE FILL	3023	38	Cyd	\$110.00	\$4,180.00	\$120.00	\$4,560.00	\$85.00	\$3,230.00
0013 SANITARY SEWER 6"	3175	35	Lft	\$40.00	\$1,400.00	\$33.00	\$1,155.00	\$32.00	\$1,120.00
0014 F & LAY 6" WYES ON 10" SANITARY SEWER	3325	1	Ea	\$290.00	\$290.00	\$325.00	\$325.00	\$1,215.00	\$1,215.00
0015 Drainage Structure Castings	4031	57	Ea	\$390.00	\$22,230.00	\$525.00	\$29,925.00	\$345.00	\$19,665.00
0016 F & P 5" HYDRANT	5040	13	Ea	\$1,700.00	\$22,100.00	\$1,975.00	\$25,675.00	\$2,069.00	\$26,897.00

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) My-Con, Inc.	(2) Diversco Construction Co. Inc.
Description				Bid Price	Bid Price	Bid Price
				Total	Total	Total
0017	5076 VALVES 6"	16	EA	\$700.00	\$800.00	\$856.00
				\$11,200.00	\$12,800.00	\$13,696.00
0018	5077 VALVES 8"	12	EA	\$800.00	\$1,110.00	\$1,213.00
				\$9,600.00	\$13,320.00	\$14,556.00
0019	5101 D.I. CL 53 WATER PIPE 6"	491	LF	\$35.00	\$37.75	\$32.70
				\$17,185.00	\$18,535.25	\$16,055.70
0020	5102 D.I. CL 53 WATER PIPE 8"	5,380	LF	\$36.00	\$40.85	\$40.50
				\$193,680.00	\$219,773.00	\$217,890.00
0021	5104 D.I. CL 53 WATER PIPE 12"	10	LF	\$60.00	\$160.00	\$95.00
				\$600.00	\$1,600.00	\$950.00
0022	5201 6" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	25	EA	\$250.00	\$368.00	\$325.75
				\$6,250.00	\$9,200.00	\$8,143.75
0023	5202 8" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	38	EA	\$400.00	\$420.00	\$463.00
				\$15,200.00	\$15,960.00	\$17,594.00
0024	5204 12" CI SPECIALS (TEES, BENDS, PLUGS, REDUCERS, SLEEVES, ETC.)	3	EA	\$300.00	\$625.00	\$717.00
				\$900.00	\$1,875.00	\$2,151.00
0025	5601 F&L 1" WATER SERVICES, COMP AT VARIOUS LOCATIONS	134	EA	\$1,100.00	\$788.50	\$875.00
				\$147,400.00	\$105,659.00	\$117,250.00
0026	5722 8 x 12 TAPPING VALVE & SLEEVE & SETTING VALVE BOX	1	Ea	\$3,750.00	\$2,700.00	\$3,263.00
				\$3,750.00	\$2,700.00	\$3,263.00
0027	6114 STREET GRADE	5,686	LF	\$10.00	\$16.60	\$12.00
				\$56,860.00	\$94,387.60	\$68,232.00
0028	6220 CONCRETE GUTTER - DET I27A	15	Ft	\$55.00	\$15.00	\$9.00
				\$825.00	\$225.00	\$135.00
0029	6240 CONCRETE CURB AND GUTTER, 30"	7,459	Lft	\$15.00	\$8.25	\$8.85
				\$111,885.00	\$61,536.75	\$66,012.15
0030	6260 CONCRETE STEPS/DET I29	192	Sft	\$6.00	\$6.75	\$10.00
				\$1,152.00	\$1,296.00	\$1,920.00
0031	6270 CONCRETE SIDEWALK, 4"	32,817	SF	\$3.00	\$2.40	\$1.70
				\$98,451.00	\$78,760.80	\$55,788.90

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) My-Con, Inc. Bid Price	Total	(2) Diversco Construction Co. Inc. Bid Price	Total
0032	6280	CONCRETE PAVEMENT NON REINFORCED, 4"	1,404	SY	\$24.00	\$33,696.00	\$18.60	\$26,114.40	\$16.00	\$22,464.00
0033	6294	REBUILD EXISTING DRAINAGE STRUCTURE, FULL -DIAMETER	32	Ft	\$140.00	\$4,480.00	\$210.00	\$6,720.00	\$125.00	\$4,000.00
0034	6295	ADJUST CASTINGS	57	EA	\$400.00	\$22,800.00	\$150.00	\$8,550.00	\$477.00	\$27,189.00
0035	6305	HAND PATCHING	100	TON	\$85.00	\$8,500.00	\$61.00	\$6,100.00	\$65.00	\$6,500.00
0036	6333	BITUMINOUS MIXTURE - 3C	1,471	TON	\$62.00	\$91,202.00	\$63.20	\$78,257.20	\$54.00	\$79,434.00
0037	6335	BITUMINOUS MIXTURE - 4C	1,480	TON	\$65.00	\$96,200.00	\$54.90	\$81,252.00	\$57.00	\$84,360.00
0038	7005	TOP SOIL 4" SCREENED	3,658	SY	\$4.00	\$14,632.00	\$1.75	\$6,401.50	\$3.50	\$12,803.00
0039	7015	CLASS A SEED HYDRO-MULCH	3,658	SY	\$1.50	\$5,487.00	\$1.10	\$4,023.80	\$0.50	\$1,829.00
0040	7020	MULCH BLANKET	50	SY	\$5.00	\$250.00	\$3.00	\$150.00	\$1.00	\$50.00
0041	7125	Landscape Block Wall	815	Sft	\$14.00	\$11,410.00	\$15.50	\$12,632.50	\$22.00	\$17,930.00
0042	8010	MINOR TRAFFIC CONTROL DEVICES	1	LS	\$2,500.00	\$2,500.00	\$9,475.00	\$9,475.00	\$20,040.00	\$20,040.00
0043	8100	BARRICADE TYPE II LIGHTED - FURNISHED	165	EA	\$21.00	\$3,465.00	\$21.00	\$3,465.00	\$21.00	\$3,465.00
0044	8101	BARRICADE TYPE II LIGHTED - OPERATED	165	EA	\$10.00	\$1,650.00	\$5.00	\$825.00	\$5.00	\$825.00
0045	8110	BARRICADE TYPE III LIGHTED - FURNISHED	7	EA	\$175.00	\$1,225.00	\$95.00	\$665.00	\$95.00	\$665.00
0046	8111	BARRICADE TYPE III LIGHTED - OPERATED	7	EA	\$25.00	\$175.00	\$25.00	\$175.00	\$25.00	\$175.00
0047	8120	LIGHTED ARROW TYPE A - FURNISHED	2	EA	\$375.00	\$750.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) My-Con, Inc. Bid Price	Total	(2) Diversco Construction Co. Inc. Bid Price	Total
0048	8121	LIGHTED ARROW TYPE A - OPERATED	2	Ea	\$175.00	\$350.00	\$400.00	\$800.00	\$400.00	\$800.00
0049	2080024	Erosion Control, Inlet Protection, Sediment Trap	20	Ea	\$185.00	\$3,700.00	\$70.00	\$1,400.00	\$115.00	\$2,300.00
0050	8030010	Detectable Warning Surface	75	Ft	\$62.00	\$4,650.00	\$60.00	\$4,500.00	\$30.00	\$2,250.00
Bid Totals:						\$1,189,053.00		\$1,031,398.80		\$1,084,642.80

CONTRACT

THIS CONTRACT AWARDED on the 20th day of May 2013 by and between the CITY OF WYOMING, Kent County, Michigan, party of the first part, hereinafter called the "City" and

**MY-CON, INC.
3801 PERRY STREET
HUSDONVILLE, MI 49426**

party of the second part, hereinafter called the "Contractor."

Witnesseth, that the City and the Contractor, for the considerations hereinafter mentioned, agree as follows:

ARTICLE I - THE CONTRACT

The following shall be deemed to be part of this Contract:

- A. Performance Bond, Payment Bond, and Resolution from Board of Directors**
- B. Information for Bidders**
- C. Bid Proposal Form**
- D. Award of Bid**
- E. Certificate of Insurance (per City of Wyoming's Contractor Insurance Requirements)**
- F. Subcontract Provision**
- G. Letter of Credit (5% of Annual Contract Amount)**
- H. Equal Employment Opportunity Statement**
- I. All Provisions required by law to be inserted in this contract, whether actually inserted or not.**
- J. Special Specifications as listed below:**

SEE ATTACHED

ARTICLE II - SCOPE OF THE WORK - SUBJECT MATTER

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary to perform all of the work shown on the drawing and described in the specifications for the project entitled:

WATERMAIN REPLACEMENT (AVON AND MEYER AVENUES)

all in accordance with the requirements and provisions of the Contract. The Contractor likewise agrees to do all incidental and appurtenant work in connection therewith.

ARTICLE III - TIME OF COMPLETION

The work to be performed under this contract shall be completed on or before October 15, 2013. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect or default of the City, then the time herein fixed for completion of the work shall be extended for a period equivalent to the time lost by reason of such delay for the causes herein mentioned. The duration of such extension shall be determined by the City Manager or his authorized representative.

ARTICLE IV - LIQUIDATED DAMAGES

Should the work under this Agreement not be finished within the time specified, the City is hereby authorized to deduct out of the money which may be due or become due to the Contractor under this Agreement, as damages for the noncompletion of the work aforesaid, within the time hereinbefore stipulated for its completion, the sum of One Thousand Three Hundred Dollars (\$1,300.00) for each calendar day by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof, and such liquidated damages shall not be considered as a penalty. It is understood that the City shall not forfeit its right to liquidated damages in the event that delay is partly caused by it. In this event, said damages shall be apportioned so that each day of delay attributable to the City shall be subtracted from the total days of delay, and the Contractor shall pay liquidated damages for the remainder.

ARTICLE V - THE CONTRACT SUM

The City agrees to pay and the Contractor agrees to accept the sum of:

ONE MILLION THIRTY-ONE THOUSAND THREE HUNDRED NINETY-EIGHT DOLLARS AND 88/100 CENTS (\$1,031,398.80)

the amount named in the Proposal, as full compensation for all labor, supervision, equipment, materials, and incidental expense required in executing all of the work contemplated in this Contract, including also all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same or from other causes of every description connected with the work.

It is further agreed that the sum named may be increased or decreased in accordance with the units of work actually completed at the Contract unit prices, and may be increased by the addition of items of work not included in the proposal items.

ARTICLE VI - CITY CHARTER TO BE GOVERNING DOCUMENT

The City Charter of the City shall be the governing document in all contractual relations with the City of Wyoming. In the prosecution of the work under this Contract, eight (8) hours shall constitute a day's labor. The City retains the right to determine finally all questions as to the proper performance under this Contract or any unfinished portion thereof, and in case of improper, dilatory or imperfect performance thereof to suspend the work at any time and to order the partial or entire reconstruction of the same. The City likewise retains full power to determine all questions arising under this Contract according to the true intent and meaning thereof.

ARTICLE VII - COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of and shall at all time comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done hereunder.

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER ONE
FOR THE PROPOSAL TO UPGRADE THE SECURITY SYSTEM
AT THE CLEAN WATER PLANT

WHEREAS:

1. On April 1, 2013 the City Council accepted a proposal from Engineered Protection Systems, Inc. (EPS) to provide services and material to upgrade the security system at the Clean Water Plant in the amount of \$21,985.00.
2. As detailed in the attached Staff Report, it has been determined that additional items are required to complete this installation in the amount of \$3,445.00.
3. Sufficient funds exist in the Clean Water Plant Maintenance and Repair account number 590-590-54300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve Change Order Number One for the proposal to upgrade the security system at the Clean Water Plant in the amount of \$3,445.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

ATTACHMENTS:
Staff Report
Change Order Number One

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

Staff Report

Date: May 8, 2013

Subject: Request for Change Order to Original Proposal from Engineered Protection Systems for an Upgrade to the Clean Water Plant Security System.

From: Tom Wilson, Clean Water Plant Maintenance Supervisor

Date of Meeting: May 20, 2013

Recommendation

It is my recommendation that the City Council award Change Order #1 to the original contract from Engineered Protection Systems (EPS), to provide services and material to upgrade the security system at the Clean Water Plant. The cost of these changes is an additional \$3,445.00.

Sustainability Criteria:

Environmental Quality – There is no significant impact on Environmental Quality.

Social Equity – Upgrading of the Clean Water Plant Security System continues our efforts at protecting the Utility Systems for all residents that use the Wyoming Sewer System.

Economic Strength – Heeding the recommendation from the City's Information Technology Department will contribute to the efficiency of support service for the security equipment at the Clean Water Plant.

Discussion:

On April 1, 2013, Resolution #24438 was adopted by City Council approving a proposal from Engineered Protection Systems, Inc. (EPS) in the amount of \$21,895 to upgrade the security system at the Clean Water Plant.

After the second site visit by the vendor, EPS, it became apparent that every location requiring an upgrade to the EPS system had not been accounted for. After further investigation and discussion, it has been determined that additional items are required to complete this installation.

In light of these findings, discussion occurred with the Purchasing Department on how to proceed. Per their recommendation, we negotiated a cost for the added materials. The agreed upon price of \$3,445.00 is approximately half of what EPS originally requested for the Change Order. The total of this Change Order plus the amount of the original contract still does not exceed the quote received from Midstate Security. A list of the required additional items is included with this Staff Report.

Budget Impact:

Based on the information presented, it is recommended that the City Council agree that these additional items are warranted by EPS in the amount of \$3,445 and that they award Change Order #1 to the original proposal. Sufficient funds exist in the Clean Water Plant Maintenance and Repair Account #590-590-54300-930000.



Approved: Myron Erickson, CWP Superintendent



Approved: Tom Kent, Deputy Director of Public Works



ENGINEERED PROTECTION SYSTEMS, INC.
 750 Front N.W., Grand Rapids, MI 49504
 (616) 459-0281 (800) 966-9199
 Fax (616) 459-0553

PURCHASE AGREEMENT

May 08, 2013

Customer City of Wyoming Clean Water Plant
 Name : 2350 Ivanrest Ave SW
 Wyoming, MI, 49418

Job City of Wyoming Clean Water Plant
 Name : 2350 Ivanrest Ave SW
 Wyoming MI, 49418

E.P.S Shall: Install

- 7 DSX 2 Door Access Controller
- 7 Altronix power supply 2.5 amps 4 outputs
- 5 Cotag Reader
- 3 Lantronix Network Terminal Server
- 7 16 Volt 40 VA Transformer
- 4 6' Power Supply Cord
- 9 12 Volt 7.0 Amp Hour Battery

Note:

Additional equipment required & missed on original proposal

All equipment is personal property of EPS Client

SubTotal \$3,445.00 Plus tax

DISCLAIMER AND LIMITATION OF LIABILITY

In no event will EPS be liable for lost profits or other consequential damages, even if EPS has been advised of this possibility or for any claims against the customer by another party.

FOR PURPOSE OF GOODS -- EPS's liability to the customer for damages from any cause whatsoever, including negligence, shall be limited to actual damages up to a maximum of \$500.00 for all equipment contained in this purchase agreement and for any service of EPS that caused the damages or that are the subject of, or are directly related to the customer's cause of action.

FOR INSTALLATION PROJECTS -- EPS's sole warranty is that all labor and materials furnished for the system installation shall be of good and workmanlike quality. If a defect in the system manifests itself within one year of the date that EPS substantially completed the system installation, customer's sole and exclusive remedy shall be for EPS to repair or replace defective labor and/or materials. An installed system shall not be considered defective if it conforms to the specifications provided to EPS.

Customer understands and agrees that his/her signing of this document will result in a legally binding contract between the customer and Engineered Protection Systems, Inc. Customer has also read, understands and agrees with the Limitation of Liability, which is incorporated by reference into the terms of this contract.

Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

Wherefore, in consideration of the services to be rendered, and of the mutual promises and undertakings herein, customer agrees to hire Engineered Protection Systems, Inc. at terms and prices for work performed, subject to the Limitation of Liability. Customer further warrants that the person signing this contract has full authority both to execute this contract and to agree to the terms herein, including the Limitation of Liability.

ENGINEERED PROTECTION SYSTEMS, INC. BW

BY: _____
 Office Manager

City of Wyoming Clean Water Plant
 BY: [Signature]
 TITLE: Plant Supervisor

Signature constitutes acceptance of above service performed and limit of liability.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
NINE TABLET COMPUTERS COMPLETE WITH ACCESSORIES
AND ACCEPTANCE OF A QUOTE FOR SOFTWARE AND TRAINING

WHEREAS:

1. As detailed in the attached Staff Reports from the City's Director of Information Technology and the Director of Community Services, tablet computers and Mobile Field Inspection.NET software will improve efficiency in the Building Inspections Department.
2. It is recommended that the City Council authorize the purchase of nine tablet computers complete accessories using the Kent County Reverse Auction System at a total cost of \$35,000.00.
3. It is also recommended that the City Council accept a quote for implementing Mobile Field Inspection.NET software and training from BS&A Software at a total cost of \$11,000.00.
4. Purchase of the tablets, software and training will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of nine tablet computers complete with accessories and accepts a quote for software and training in the total amount of \$46,000.00.
2. The City Council does hereby approve the attached budget amendment.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: May 20, 2013.

ATTACHMENTS:
Staff Reports (2)
Kent County Reverse Auction Information
E-Mail
BS&A Software Quote
Budget Amendment

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____



STAFF REPORT

DATE: May 8, 2013
SUBJECT: Inspections / Field Tablets
FROM: Gail Sheppard, Director of Information Technology
MEETING DATE: May 13, 2013

Recommendation:

It is believed that significant gains in customer service, efficiency, and effectiveness can be realized by investing in mobile technologies in the Building Inspections Department. BS&A has brought to market software that is mature, and was developed with the goals in mind of Inspections Departments universally. IT involvement in a project to implement these technologies would be limited largely to acquisition and installation of hardware and software. With a carefully crafted implementation plan, the City of Wyoming's Building Inspections Department will continue its role as a leader in the industry.

Sustainability Criteria:

Environmental Quality – Addressed in the Staff Report from the Director of Community Services.

Social Equity – Addressed in the Staff Report from the Director of Community Services.

Economic Strength – Addressed in the Staff Report from the Director of Community Services.

Discussion:

The IT department performed an analysis of the current workflow and processes of the Building Inspections department in August of 2011. We were asked to analyze mobile technologies currently available and to determine if improvements in efficiency could be realized by implementing mobile Field Inspection.NET from BS&A.

The analysis of current processes included observation of Inspections staff in the field and in the office, telephone interviews with representatives of other agencies, a site visit to the City of Holland Building Inspections Department, discussion with the software vendor (BS&A), and on-line research.

With the goals of the department in mind (predominantly to improve the efficiency and accuracy of departmental record keeping, and provide Inspectors with data in the field), it was recommended that the BS&A Field Inspection module be licensed for use; that tablet computers be purchased and configured for use; and that the Building, Rental, and Code Enforcement officials receive training on use of the new technologies. It was also recommended that departmental guidance (policies, procedures, guidelines, etc.) be developed to communicate management's expected outcomes.

Budget Impact:

Not applicable to Information Technology.

STAFF REPORT

Date: May 8, 2013
Subject: Inspection Department Technology Improvements (Field Tablets)
From: Rebecca Rynbrandt, Director of Community Services
Cc: Jim Delange, Chief Building Official
Meeting Date: May 13, 2013 Work Session

RECOMMENDATION:

It is recommended that the City Council approve the purchase of tablet computers, software, and related training to provide for improved efficiency of operation, and expedited permitting and invoicing for Building Inspection services.

SUSTAINABILITY CRITERIA:

Environmental Quality – The provision of inspection services assures the general public and property owners that construction has occurred based upon specifications and codes affirming a level of quality, ensuring public safety and the protection of property values.

Social Equity – Inspection services such as plan reviews, permit approvals, and inspections are uniformly performed based upon law (i.e. building and zoning codes).

Economic Strength – The Building Inspections Department works with area property owners and developers to provide for the construction of residential, commercial, and industrial facilities ensuring public safety and property value. Our ability to timely respond to developer and construction contractor needs for plan reviews, permit approvals, and inspections ensures the economic vitality of a given project by maintaining construction schedules and expediting occupancy.

DISCUSSION:

For several years Inspection Department staff has anticipated the implementation of using tablet computers to conduct field inspections. Field tablets are hand held mobile devices that function similar to personal computers. These tablets will provide a new level of efficiency and flexibility to inspectors by allowing them to take advantage of technology in the field. The result is improvement of services to residents and customers alike.

Staff has contacted other communities who are currently using field inspection tablets. All have reported positive responses to the software program and its effectiveness. Our Information Technology Department (IT) made a site visit to the City of Holland to assess the applicability of the tablets and needs for our staff. IT was instrumental in performing a business analysis and creating a mobile technology report that supports this endeavor and made recommendations for hardware purchases.

Below is a list of expected efficiency benefits that staff has identified to influence the decision to pursue the use of field tablets.

- Reduces front office clerical staff data entry, record processing and mailing time allowing for more flexibility in their work assignments.
- Eliminates redundant data entry.
- Invoices may be created in the field at the time of the inspection for permit and rental inspections.
- Repair lists and violation notices are created on site. Upon return to the office letters will be batch printed by and/or emailed to the responsible party.
- Creation of complaint logs in the field.
- Permit and complaint records are available to inspectors in the field.
- Field tablets are part of the overall technology improvement within the industry leading to the next advancements in on-line permitting and inspection scheduling expected to be available in fiscal year 2014.
- Reduces the number of days to initial inspections.

BUDGET IMPACT:

The total project cost is \$46,000:

Equipment purchases:	\$35,000
Software:	\$10,000
Training (1 day)	\$ 1,000

Funds are available through within the Inspections Fund's fund balance. Subject to City Council support, a budget amendment shall be prepared by Finance Director Tim Smith

FISCAL SERVICES DEPARTMENT PURCHASING DIVISION

Calvin Brinks, Division Manager

*Kent County Administration Building 300 Monroe Avenue, N W. Grand Rapids, Michigan 49503-2289
Phone: (616) 632-7720 • Fax: (616) 632-7715*



RA 1839 - Motion Tablet PCs (9) and Accessories
Additional Terms and Conditions

One (1) lot consisting of:

Qty. 9- PIN#: LM537532834343- Motion F5t Tablet, i7-3767U 2.0 GHz -View Anywhere with Touch and Gorilla Glass- Integrated Smart Card Reader- 256GB SSD- 8GB RAM- Win 7 64 Bit- US Power- Integrated Mobile Broadband (Gobi 3K)- Integrated 1D/2D Barcode Scanner - Integrated RFID Reader- Integrated Cameras - WiFi 802.11 and Bluetooth - Integrated Enhanced GPS- 3-YR Warranty

Qty. 9- PIN#: 307 052 01 -Motion Computing F Series Docking Station W US Power- Black

Qty. 2- PIN# 507 201 02- Motion Computing F5t Tablet PC Battery

Qty. 9- PIN# 601 530 01- Motion Computing F5 Series Auto/Air AC/DC power Adapter

The intent of these specifications is to have a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included. Bidder must be an authorized reseller of equipment bid. No substitutions or partial shipments.

The low bidder will be required to provide three relevant references of current/past customers who are able to verify the ability to provide the product bid. References will be taken into consideration for decision of award.

This solicitation is issued in collaboration with the City of Wyoming, Michigan. The solicitation terms and conditions apply on behalf of the City of Wyoming unless otherwise waived by an authorized agent.

The City of Wyoming reserves the right to award at its sole discretion without regard to the terms and conditions in this request. The anticipated award date is May 20, 2013.

Questions regarding this solicitation are to be submitted on the Reverse Auctions page of the Kent County Purchasing Division's website by clicking the "inquiries" icon for this solicitation posting.

From date of issuance to the award announcement, all communication (including requests for information, comments, speculation, etc.) regarding this solicitation between Kent County and the Respondent or any of their individual members, shall be formal and only with the Kent County Purchasing Division. Formal communication shall include, but not be limited to: (1)

general inquiries, (2) pre-submission written questions and answers, (3) site visits, and (4) addendums addressed to contact information provided.

Kent County reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing, or not respond to the inquiry at its sole discretion. Kent County's decision to respond or not respond to an inquiry shall not be the basis for a protest of award.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the City of Wyoming.

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

Kent County encourages and solicits participation of qualified minority and women businesses consistent with the principle of utilizing the most highly qualified and competitive firms.

Freight Terms: F.O.B. Destination, Freight Paid. The City of

Wyoming is tax exempt.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

The City of Wyoming, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the City of Wyoming. The City of Wyoming reserves the right to reject any and all submissions as a result of this solicitation.

Jackson, Laura

From: Patterson, Ann
Sent: Tuesday, May 14, 2013 12:42 PM
To: Jackson, Laura
Subject: FW: RA1839 - Motion Tablet PCs (9) and Accessories
Attachments: RA1839 Distro.pdf, RA1839 Original.pdf, 1839 Notification.pdf, 1839 Bidder.pdf

Laura,

Ann

From: Brinks, Calvin [<mailto:calvin.brinks@kentcountymi.gov>]
Sent: Monday, April 29, 2013 2:13 PM
To: Patterson, Ann
Subject: FW: RA1839 - Motion Tablet PCs (9) and Accessories

John Dinkel of Precision Data called me about this bid. He negotiated special pricing with Motion. He understands the anticipated award is May 20. Are you going forward with the recommendation? I would like to announce "Precision Data award pending" with you're okay and let Jon know the status. Please provide direction. -Cal

From: Brinks, Calvin
Sent: Thursday, April 25, 2013 11:03 AM
To: Patterson, Ann (pattersona@wyomingmi.gov)
Subject: RA1839 - Motion Tablet PCs (9) and Accessories

Reverse auction RA1839 bid this morning. The County distributed the bid to over 70 firms registered to receive notification for computer business opportunities. In addition, we added Motion's Michigan resellers listed on their website. We received one bid from Precision Data Products for \$35,000.

Attached is the supporting paperwork. We will email you the tabulation sheet tomorrow morning. Please keep me updated on status so I update our website. Let me know if you need any additional information. Your feedback is always welcomed too!

Calvin Brinks
Purchasing Manager
Kent County Purchasing Division
616.632.7719 - Phone
616.632.7715 - Fax
calvin.brinks@kentcountymi.gov

This message has been prepared on resources owned by Kent County, MI. It is subject to the Acceptable Use Policy of Kent County.

Proposal for Software and Services, Presented to...

City of Wyoming, Kent County MI

January 22, 2013

Quoted by: Dan J. Burns, CPA



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com

Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 25,695. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

Field Inspection .NET

\$10,000

Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Field Inspection .NET

Days: ~~2~~ 1

~~\$2,200~~ 1,100.

BS&A
SOFTWARE

ORDINANCE NO. 6-13

AN ORDINANCE TO ADD DIVISION 6, ARTICLE IV
TO THE CODE OF THE CITY OF WYOMING
ENTITLED "PROPERTY TAX EXEMPTIONS"

THE CITY OF WYOMING ORDAINS:

Section 1. That Division 6, is hereby added to Article IV of the Code of the City of Wyoming to read as follows:

DIVISION 6
PROPERTY TAX EXEMPTIONS

Sec. 2-305. Authorization.

In accordance with the general terms of Division 3 of Article IV of this Chapter, the City hereby authorizes property tax exemptions and payment in lieu of taxes for the following projects in accordance with the specific terms provided for each project:

(1) LINC Community Revitalization (Godfrey Avenue project).

(a) Establishment. The purpose of this subsection is to provide for payment in lieu of taxes for LINC Community Revitalization (Godfrey Avenue project) at 1736 Godfrey Avenue S.W., Wyoming, Michigan. The City acknowledges that the project falls within the purposes of the State Housing Development Authority Act of 1966 and Division 3 of this Article.

(b) Annual service charge. The LINC Community Revitalization project at 1736 Godfrey Avenue S.W. and the property on which it is constructed shall be exempt from all property taxes from January 1, 2014 for a period of 15 years. The annual service charge shall be equal to 5% of the annual shelter rents.

(c) Property maintenance. Failure to maintain the property in proper code compliance will subject LINC Community to revocation of the property tax exemption and payment in lieu of taxes upon appropriate action by the Wyoming City Council.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2013.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2013.

Heidi A. Isakson
Wyoming City Clerk