

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

**Monday, February 9, 2015, 7:00 P.M.**

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Ideal Park Master Plan Presentation**
- 5) Website Redesign**
- 6) Change of Vendor for Credit Card Payment Options**
- 7) Purchase of Various Information Technology Equipment & Panasonic Toughbooks**
- 8) Rental Property Inspection Program Changes**
- 9) Wyoming Senior Center Parking Lot Replacement**
- 10) Preliminary Budget Discussion**
- 11) Any Other Matters**
- 12) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**
- 13) Closed Session (Labor Contract Negotiations)**

## STAFF REPORT

Date: February 3, 2015

Subject: Ideal Park Master Plan – Recommendation to Adopt

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: February 9, 2015

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**Recommendation:** The Parks and Recreation Commission and staff recommend the City Council adopt the proposed (attached) development master plan for Ideal Park and to proceed with the process of amending the 5-Year Community Recreation Master Plan with the State of Michigan.

### **Sustainability Criteria:**

**Environmental Quality** – Ideal Park is a historical park, whose facilities were primarily built between 1933 and 1938. On July 6, 2014 a tornado destroyed the character of Ideal Park by damaging the shelter and lodge, and destroying the playgrounds and 98% of the tree canopy throughout the park. Poor turf conditions, and the need to renovate the basketball and tennis courts in addition to significant maintenance required of the parking lot, present an opportunity for full park redevelopment. Such redevelopment requires a park master plan.

**Economic Strength** – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. A park master plan is necessary to determine citizen interests and priorities for redevelopment obtain grants and invest the parks and recreation operational millage.

**Social Equity** – The City's Parks and Recreation Department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming

### **Discussion:**

Please find attached a copy of the proposed master plan for Ideal Park. The plan, designed by consultant PM Blough, Inc., has been crafted following an extensive public outreach, incorporating ideas and feedback from citizens, with particular emphasis on neighborhood residents, school representatives and business leaders as well as input from the Michigan Department of Environmental Quality, Kent County Drain Commission and City Parks and Recreation, Planning and Engineering staff.

Our engagement campaign, included media reports through WKTV, WOOD TV 8, FOX 17, WZZM TV 13, Advance Newspapers, Grand Rapids Press, City of Wyoming Website, direct email notices via the Wyoming Parks and Recreation Department Constant Contact e-newsletter and RecTrac software system, use of social media (Facebook, Twitter), and more. The formal engagement opportunities were held, with associated results:

December 2: Citizen Input Meeting at Ideal Park Christian Reformed Church.

- 32 attendees



December 17: Engineering, MDEQ, Kent County Drain Commission, Planning Input Meeting.



January 8: Citizen Input Meeting at Ideal Park Christian Reformed Church.

- 41 attendees



January 14: Joint meeting of the Wyoming Parks and Recreation and Planning Commissions. **The Parks and Recreation Commission voted unanimously to recommend the plan to the City Council for approval.**

January 19: Electronic Survey Tool Released. Full survey results attached.

- 127 survey responses
- 71% of respondents are satisfied to highly satisfied with the proposed plan, 26% neutral, and 3% not satisfied
- 98% of respondents (opinion) agree with the historical context and natural features of the design
- 80% of respondents were from outside of the immediate neighborhood, complimenting and affirming the public comments and input from the targeted neighborhood meetings

This process has resulted in, arguably, the most vetted park development plan ever presented to the City Council for approval. With such approval, the plan will be used as the primary strategic planning tool for the redevelopment of Ideal Park; and is necessary for the City of Wyoming to seek and obtain grants from the Michigan Department of Natural Resources.

**Budget Impact:**

A construction cost estimate will be calculated following the acceptance of the plan.



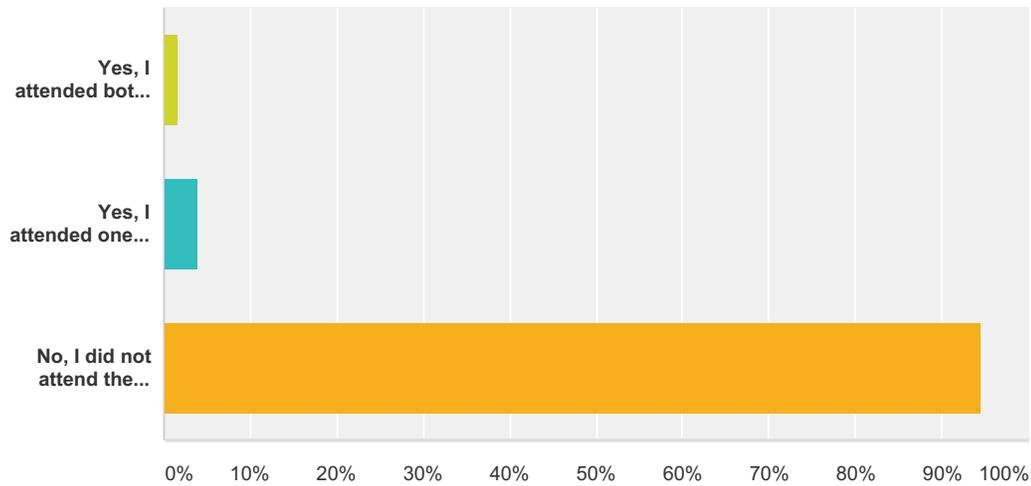
**FINAL RESULTS**  
**City of Wyoming**  
**Public Comment Survey**  
**In response to the Proposed**  
**Ideal Park Master Plan**  
**January 2015**



Survey Prepared By:  
 PM Blough, Inc.

### Q1 Did you attend either of the Public Meetings for the Ideal Park Master Plan on December 2, 2014 or January 8, 2015?

Answered: 127 Skipped: 2



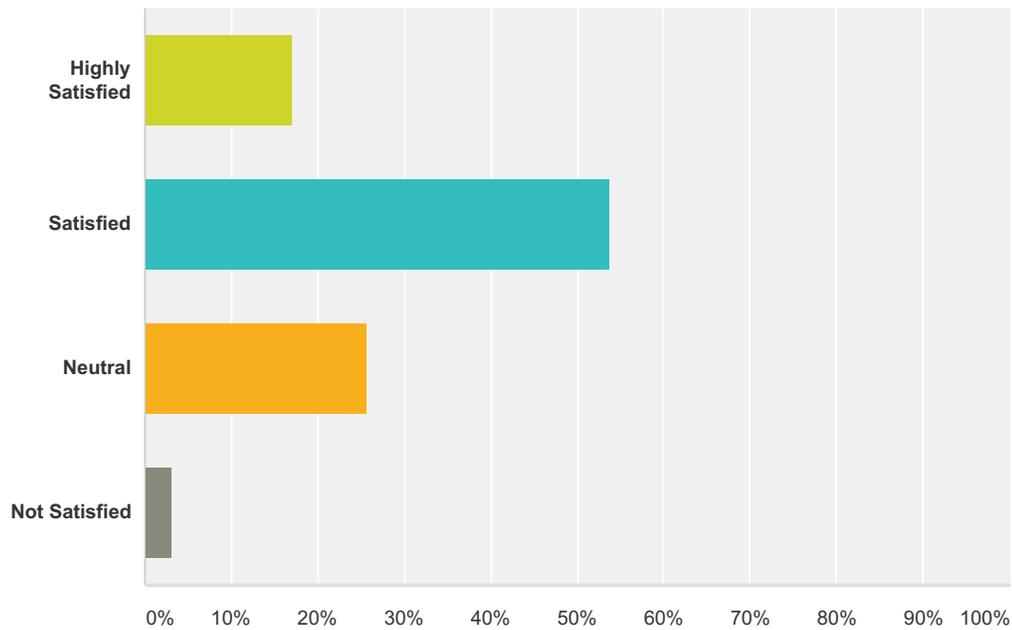
Answer Choices	Responses	Count
Yes, I attended both of the meetings.	1.57%	2
Yes, I attended one of the meetings.	3.94%	5
No, I did not attend the meetings.	94.49%	120
<b>Total</b>		<b>127</b>

#	Comments	Date
1	I did not know of either meeting.	1/28/2015 10:16 AM
2	was unable to attend	1/21/2015 3:18 PM
3	Live in the neighborhood and heard nothing of the meetings... Unreal	1/21/2015 8:29 AM
4	Do not have cable TV.	1/20/2015 9:31 PM
5	I couldn't make it because my mom has been in the hospital.	1/20/2015 4:32 PM
6	I attended the Joint Parks & Rec Committee/Planning Commission meeting where the final draft plan was presented.	1/20/2015 9:47 AM
7	Thank you to Parks & Rec for the Public meeting. They were very informative.	1/19/2015 9:00 PM
8	I live in the 4800 block, so I'm not the closest resident to this park, but we use it. I'm glad to have opportunity to give input!	1/19/2015 4:28 PM
9	We were out of state	1/19/2015 1:52 PM
10	Thank you for giving the community a chance to share their input.	1/19/2015 12:59 PM
11	Wanted to, but had conflicts both times.	1/16/2015 9:54 PM
12	I was sick.	1/16/2015 6:11 PM
13	Did not know about them. How about some kind of dam	1/16/2015 3:07 PM

14	We really wish we could have, but we didn't have childcare available.	1/16/2015 2:09 PM
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## Q2 How satisfied are you with the proposed new master plan for Ideal Park?

Answered: 128 Skipped: 1



Answer Choices	Responses
Highly Satisfied	17.19% 22
Satisfied	53.91% 69
Neutral	25.78% 33
Not Satisfied	3.13% 4
<b>Total</b>	<b>128</b>

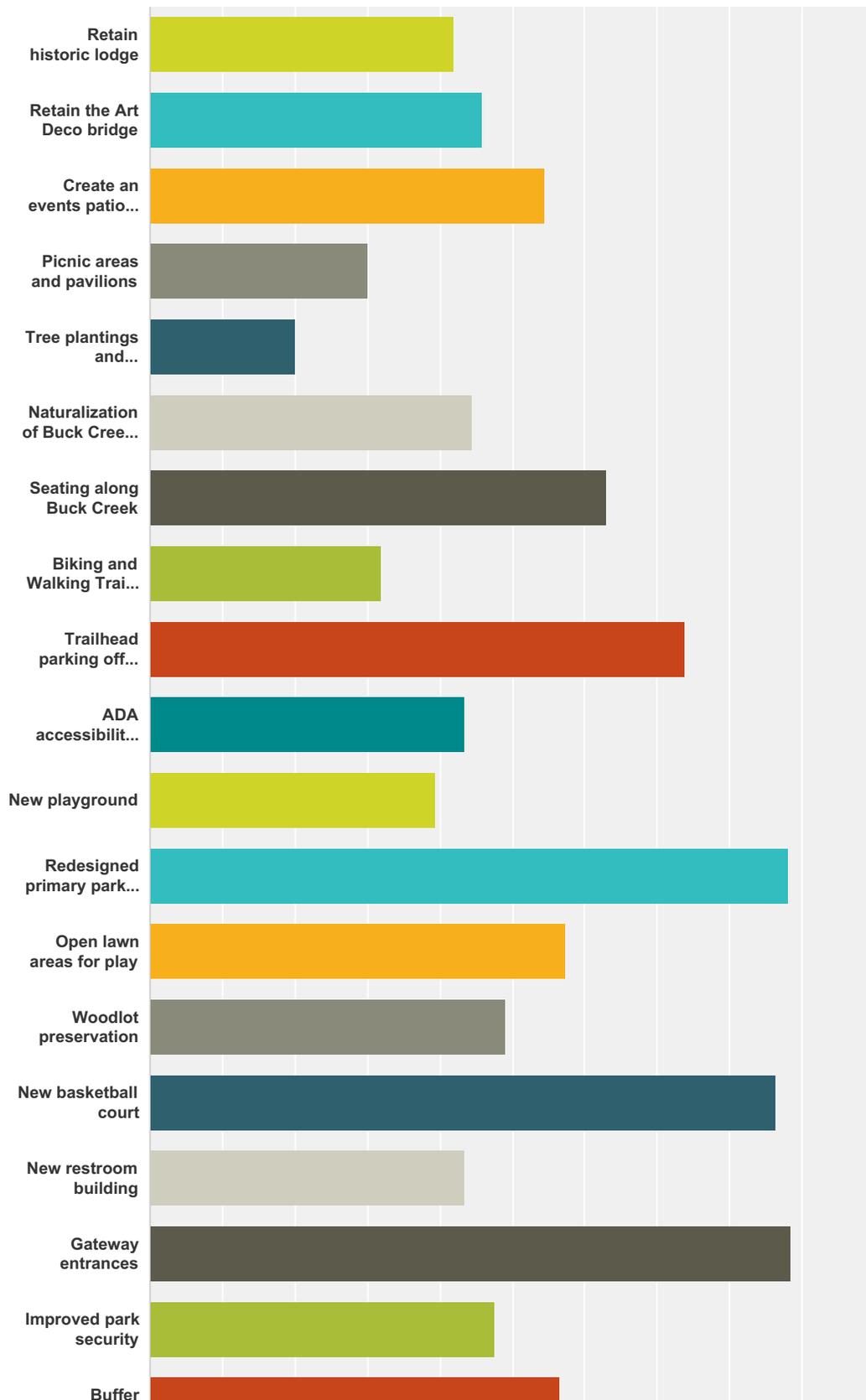
#	Please offer your comments:	Date
1	I think they should make the play grounds really nice, add a splash pad, and other unique and fun things for the local kids who last their play ground.	1/29/2015 3:04 PM
2	Baseball diamond? Tennis court? paved walking route circuit along outer boarder of entire park. small children play area-swings,slides, etc.	1/25/2015 2:59 PM
3	Pickle ball. Courts? Playground?	1/24/2015 5:37 PM
4	I would like to see a 9 hole disc golf course put in.	1/21/2015 4:24 PM
5	more seats along creek would be nice.	1/21/2015 3:18 PM
6	This park needs an activity/attraction like a disc golf park and a better bike path or running course. Johnson Park, Heritage Park,etc. have these and are really popular because they combine these things with playgrounds, fun for everyone. Also, add more safety patrols. Creeps around here have made it scary for kids to come here the last decade or so. Without these additions, this park will go back to creepy dark park only locals visit, and carefully.	1/21/2015 12:13 AM

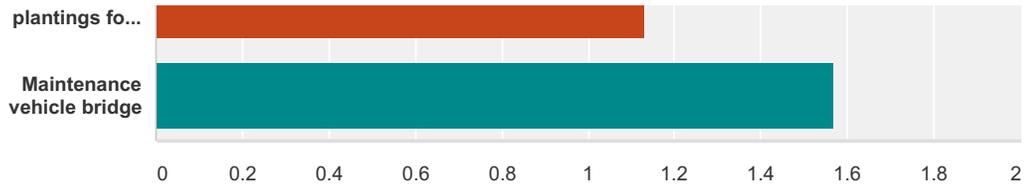
7	<p>Ideal Park has always been and I'm sure always will be a beautiful park. The reason many people are weary of this park, however, is the issue of safety. I would definitely make the park much more visible to passersby, somehow. It's seclusion makes it beautiful, but also a huge haven for sex offenders, especially with the high number of sex offenders employed at Zeeland Lumber just across the railroad tracks. People who know better do not feel safe with children at Ideal Park. Parents who either do not know, or do not really care or worry about their children's safety, are the only ones who visit there or allow their kids to go there alone. It's been like this for years, and my Grandfather built a few of the homes on Crippen Ave in the 1940's. With this rebuilding project, I hope the City of Wyoming keeps this in mind. I'm not sure if it's in the budget for some kind of security measure or something, have police drive through the area just to show a presence? I live here. I just wish it was safer here. Also, the end of this street is a major flood zone for residents living in homes on Crippen Ave. It's amazing that anyone still resides there. My home is higher up on the plateau so we rarely see flooding come to the house. But the people living in those end of Crippen homes across from the park are severely flooded every. single. year. I'd much rather see some funds be used to buy out some of those badly damaged lots owners and pay for some relocation to happen. But I realize that is not your agenda at this time.</p>	1/20/2015 11:25 PM
8	<p>What land do you want to acquire? Are you going to redo the bike trail? It is getting in really bad shape. Last time I biked there, I realized I should have taken the road.</p>	1/20/2015 9:52 PM
9	<p>Ideal park should be different from the others (financial issues might be a problem)</p>	1/20/2015 9:31 PM
10	<p>I dont see a playground.</p>	1/20/2015 9:22 PM
11	<p>I feel that a baseball/softball field and at least 1 kids playground are necessary.</p>	1/20/2015 8:26 PM
12	<p>Please make sure the playground equipment will be included.</p>	1/20/2015 8:16 PM
13	<p>Would be nice to see some exercise type of equipment incorporated into the park's playground so parents can get fit while kids play.</p>	1/20/2015 7:17 PM
14	<p>I would like to see the park back in business. My grandma actually named the park many years ago. They had a contest on what to name the park and she came up with Ideal Park and won. Makes me proud. I also have several good memories of the park because we had a lot of family reunions there.</p>	1/20/2015 4:32 PM
15	<p>Where is the playground for the children to play on? I see a proposed land acquisition, but what will the neighborhood kids play on in the meantime?</p>	1/20/2015 3:06 PM
16	<p>Nothing is being done to alleviate the flooding problems. The area at the end of Crippen, where the trees were removed floods all the time, This is where the new plan has a drive and parking. This will make the flooding problem worse. There is no place for snow plows to turn around since the new plan removes the culldasack.</p>	1/19/2015 9:00 PM
17	<p>I want to stress that the City of Wyoming streets department be asked to put in several speed humps on both Averill &amp; Crippen</p>	1/19/2015 8:27 PM
18	<p>Is there room for a dog park in the future. Built with donations like the other Wyoming dog park</p>	1/19/2015 6:38 PM
19	<p>I enjoyed the parking lot close to the creek to watch and feed the ducks and geese and squirrels</p>	1/19/2015 6:15 PM
20	<p>It would be nice to see a splash park added. Is there still going to be the play area for kids?</p>	1/19/2015 5:35 PM
21	<p>I think this plan looks great and will be a good improvement to the services/activities in the park. One thing to consider is adding a bmx bike path like the kids have developed in the east woods over the years. I don't see that in this plan and my guess is that they will just rebuild one anyway--so why not plan it in so that you can control it's quality and safety? Also I think this plan also honors the larger animals in the area (deer etc) that often can be seen in the park and surrounding areas.</p>	1/19/2015 4:28 PM
22	<p>just want it to stay a park</p>	1/19/2015 1:52 PM
23	<p>add a bike trail?</p>	1/19/2015 1:51 PM
24	<p>I like the walking trails on the North part of the park.</p>	1/19/2015 12:59 PM
25	<p>There used to be a path heading south along the creek, through a wooded section (or am I mistaken?). I can't tell from the plan if that's still going to be there, has been eliminated, has been substituted with something else, or some other alternative.</p>	1/16/2015 9:54 PM
26	<p>I believe it will a great place go to relax and see one of Wyoming's beautiful parks and be with nature.</p>	1/16/2015 6:11 PM
27	<p>More trails? Geocaching? Parking or connection with other lots/trail systems?</p>	1/16/2015 4:02 PM
28	<p>How about some sorta dam or water pump away system</p>	1/16/2015 3:07 PM

29	It looks very nice. My number one concern is shade, but obviously that's not something anyone can do anything about any time soon. But for now, planting a lot of quality trees is important.	1/16/2015 2:09 PM
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### Q3 Please identify how important you feel the following elements are in the plan.

Answered: 126 Skipped: 3

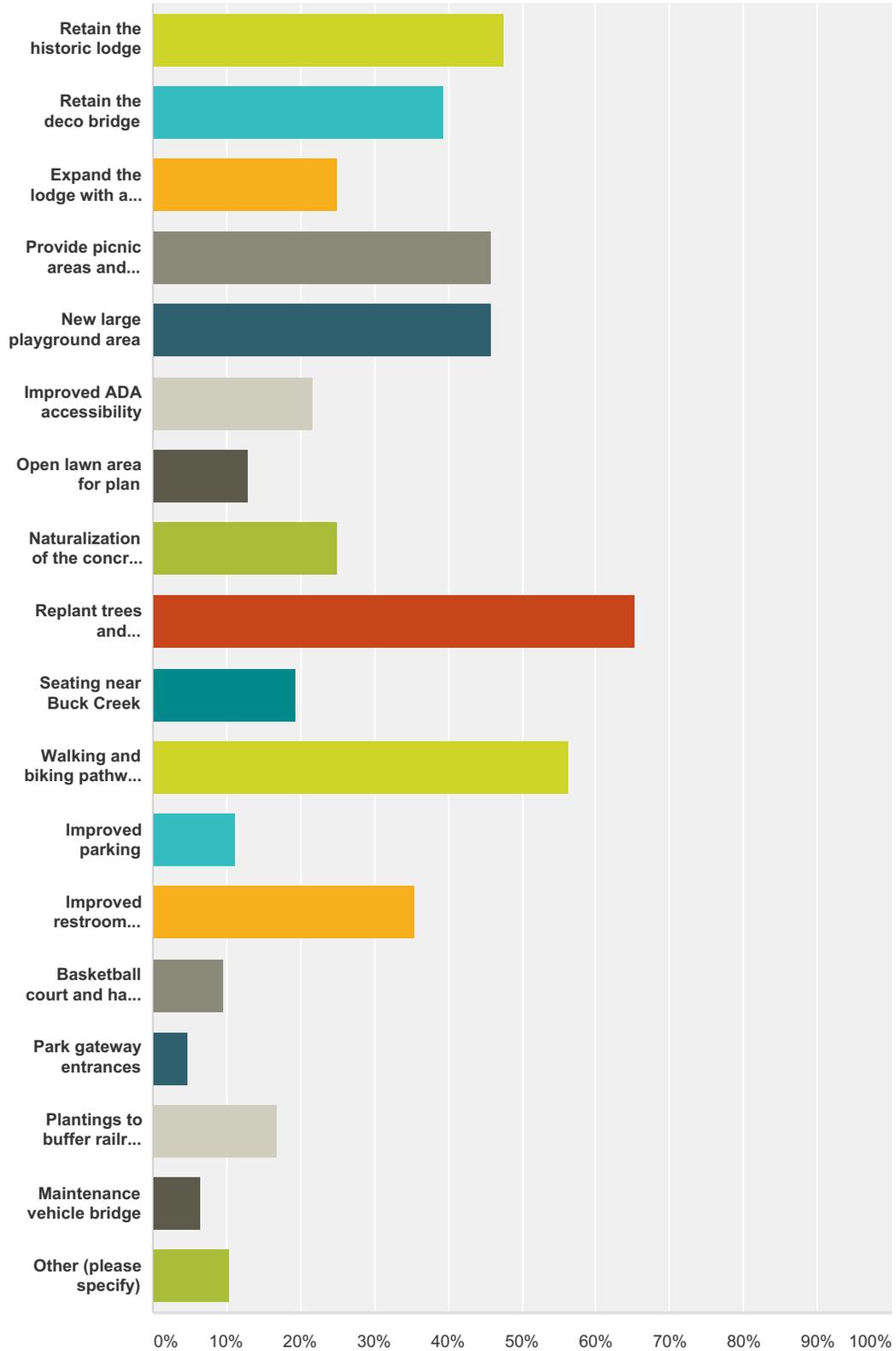




	High Priority	Medium Priority	Lower Priority	Total	Weighted Average
Retain historic lodge	61.48% 75	31.97% 39	6.56% 8	122	0.84
Retain the Art Deco bridge	58.87% 73	31.45% 39	9.68% 12	124	0.92
Create an events patio and lawn for use with the Lodge	49.18% 60	43.44% 53	7.38% 9	122	1.09
Picnic areas and pavilions	71.31% 87	26.23% 32	2.46% 3	122	0.60
Tree plantings and reforestation	81.30% 100	16.26% 20	2.44% 3	123	0.40
Naturalization of Buck Creek edge	60.66% 74	28.69% 35	10.66% 13	122	0.89
Seating along Buck Creek	44.63% 54	40.50% 49	14.88% 18	121	1.26
Biking and Walking Trails & Connections	70.73% 87	23.58% 29	5.69% 7	123	0.64
Trailhead parking off from 56th Street	35.54% 43	45.45% 55	19.01% 23	121	1.48
ADA accessibility in the park	60.66% 74	31.15% 38	8.20% 10	122	0.87
New playground	64.46% 78	27.27% 33	8.26% 10	121	0.79
Redesigned primary parking lots	22.88% 27	55.08% 65	22.03% 26	118	1.76
Open lawn areas for play	48.76% 59	38.84% 47	12.40% 15	121	1.15
Woodlot preservation	52.85% 65	43.09% 53	4.07% 5	123	0.98
New basketball court	26.83% 33	46.34% 57	26.83% 33	123	1.73
New restroom building	60.16% 74	32.52% 40	7.32% 9	123	0.87
Gateway entrances	23.97% 29	51.24% 62	24.79% 30	121	1.77
Improved park security	57.72% 71	31.71% 39	10.57% 13	123	0.95
Buffer plantings for noise & views	49.19% 61	39.52% 49	11.29% 14	124	1.13
Maintenance vehicle bridge	31.40% 38	48.76% 59	19.83% 24	121	1.57

**Q4 What 5 items from the list below are most important to you? Please choose only 5.**

Answered: 124 Skipped: 5



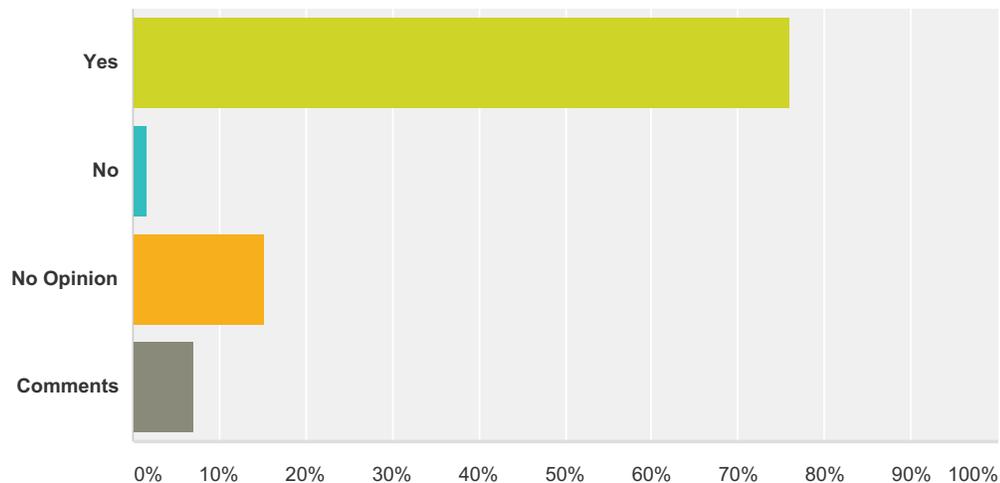
Answer Choices	Responses
Retain the historic lodge	47.58% 59
Retain the deco bridge	39.52% 49

Expand the lodge with a patio and lawn area	25.00%	31
Provide picnic areas and pavilions	45.97%	57
New large playground area	45.97%	57
Improved ADA accessibility	21.77%	27
Open lawn area for plan	12.90%	16
Naturalization of the concrete Buck Creek bank	25.00%	31
Replant trees and reforestation	65.32%	81
Seating near Buck Creek	19.35%	24
Walking and biking pathways with trailheads	56.45%	70
Improved parking	11.29%	14
Improved restroom facilities	35.48%	44
Basketball court and hard surface court	9.68%	12
Park gateway entrances	4.84%	6
Plantings to buffer railroad & industrial noise	16.94%	21
Maintenance vehicle bridge	6.45%	8
Other (please specify)	10.48%	13
<b>Total Respondents: 124</b>		

#	Other (please specify)	Date
1	pickleball courts	1/24/2015 5:37 PM
2	Amplitheater-	1/21/2015 6:09 AM
3	Disc golf course and increased security for the safety of people	1/21/2015 12:13 AM
4	Possibly add a Disc Golf Course to deter criminal activities. A disc golfing course would increase traffic and therefore decrease the likelihood of a crime to be committed. Example, Heritage Park in Grandville MI, great exposure of the entire park, local disc golf teams from local schools, colleges utilizing park property. The City could even host disc golf events there and have the planner of the event collect and pay a fee to rent the course.	1/20/2015 11:25 PM
5	My 11yr old child said she would like to see a food truck on wheels: summer drinks, snacks, instead of ppl going to Speedway b4 they come to park. The park will be equipped with a food truck	1/20/2015 9:31 PM
6	Exercise type equipment for adults	1/20/2015 7:17 PM
7	High security and occasional police presence	1/20/2015 5:38 PM
8	Some thing done about flooding, IE A Holding pond Widening and digging the creek deeper, This was proposed several years ago when the property on crippeen was purchased, and the 3 houses were torn down, and nothing was ever done.	1/19/2015 9:00 PM
9	speed humps	1/19/2015 8:27 PM
10	Soccer Field in back area	1/19/2015 4:09 PM
11	Splash pad	1/19/2015 3:33 PM
12	lighting and security	1/19/2015 12:59 PM
13	security features	1/16/2015 2:30 PM

### Q5 Based on public input, the design of the park celebrates the historical context and natural features of this park. Do you agree with this design idea?

Answered: 125 Skipped: 4



Answer Choices	Responses
Yes	76.00% 95
No	1.60% 2
No Opinion	15.20% 19
Comments	7.20% 9
<b>Total</b>	<b>125</b>

#	Comments	Date
1	Yes but I think the playground should be very big with lots of unique fancy things. They deserve it.	1/29/2015 3:04 PM
2	for the most part	1/23/2015 10:31 AM
3	would like to be able to compare old and new on screen to be able to give a better opinion	1/21/2015 8:16 AM
4	This park needs an activity/attraction like a disc golf park and a better bike path or running course. Johnson Park, Heritage Park,etc. have these and are really popular because they combine these things with playgrounds, fun for everyone.	1/21/2015 12:13 AM
5	Increase park security, open up the park's visibility somehow and add a Disc Golf Course, this would deter criminal activity/sex offender	1/20/2015 11:25 PM
6	Most cities keep the historic features..but change it up a little. Have kids ages 5-18 paint a mural representing the park celebrations	1/20/2015 9:31 PM
7	As far as the idea of serenity prevails.	1/20/2015 6:10 PM
8	Very nice, great improvement, worth waiting for!	1/19/2015 4:28 PM
9	somewhat but should not stop progress	1/19/2015 12:59 PM

## Q6 What do you like most about the proposed plan?

Answered: 72 Skipped: 57

#	Responses	Date
1	The ne playground, river seating, more pavillions.	1/29/2015 3:04 PM
2	keeping the Park as a nature setting	1/28/2015 10:16 AM
3	Bringing activity to the east side of Buck Creek	1/25/2015 4:20 PM
4	upgrades, yet retains/adds wooded features, gated entrance for security	1/25/2015 2:59 PM
5	new open areas	1/24/2015 5:37 PM
6	reforestation	1/23/2015 6:03 PM
7	Reforestation and preservation of history.	1/23/2015 10:40 AM
8	keeping historic aspects and reforestation and buck creek	1/23/2015 10:31 AM
9	That it stays very natural and filled with plants	1/21/2015 11:56 PM
10	you don't give a crap what i think so why bother?	1/21/2015 11:08 PM
11	seating along buck creek and new basketball court	1/21/2015 4:24 PM
12	more seating along creek	1/21/2015 3:18 PM
13	The new trail	1/21/2015 2:34 PM
14	new basketball courts	1/21/2015 2:30 PM
15	New shelters	1/21/2015 11:32 AM
16	it's getting it back open to the public	1/21/2015 11:26 AM
17	many activity areas available	1/21/2015 11:19 AM
18	keeping lodge	1/21/2015 11:08 AM
19	Expands upon historical elements	1/21/2015 9:14 AM
20	Walking and biking paths with trailheads	1/21/2015 8:47 AM
21	New courts	1/21/2015 8:29 AM
22	retaining as much old feel as possible	1/21/2015 8:16 AM
23	Maintaining the historacal context of the park	1/21/2015 6:42 AM
24	walk paths and benches along buck creek	1/21/2015 6:16 AM
25	replanting trees and shrubs	1/21/2015 12:34 AM
26	bike/walk paths and trees	1/21/2015 12:13 AM
27	restoration of the history of the park	1/20/2015 11:25 PM
28	Reopening of the park	1/20/2015 10:02 PM
29	Trees	1/20/2015 9:52 PM
30	Keeping the bridge	1/20/2015 9:31 PM
31	places for viewing nature	1/20/2015 9:22 PM
32	More picnic shelters	1/20/2015 9:02 PM

33	All	1/20/2015 8:48 PM
34	the reforestation	1/20/2015 8:16 PM
35	Encourages fitness, stress relief and family fun	1/20/2015 7:17 PM
36	the space	1/20/2015 6:10 PM
37	It includes public input.	1/20/2015 5:50 PM
38	restoring the trees and fixing the bridges	1/20/2015 3:06 PM
39	Main facilities located east of Buck Creek for better access.	1/20/2015 9:47 AM
40	reforestation	1/20/2015 9:29 AM
41	the naturalization	1/20/2015 8:59 AM
42	Reforestation	1/19/2015 10:06 PM
43	replanting trees	1/19/2015 10:00 PM
44	The lawn ect in front of the lodge	1/19/2015 9:00 PM
45	Replanting the trees	1/19/2015 6:38 PM
46	Lots of green space	1/19/2015 6:15 PM
47	saving the bridge and lodge	1/19/2015 5:54 PM
48	spaciousness	1/19/2015 5:46 PM
49	Restoring the park	1/19/2015 4:57 PM
50	Improved ADA accessibility	1/19/2015 4:55 PM
51	Improved river features, natural features maintained, new restrooms/shelters/play areas.	1/19/2015 4:28 PM
52	grass, trees and naturalization retaining historic items	1/19/2015 4:09 PM
53	Trails and playgrounds	1/19/2015 3:53 PM
54	Nothing	1/19/2015 3:33 PM
55	fishing dock	1/19/2015 3:22 PM
56	Walking path	1/19/2015 3:08 PM
57	Replant trees	1/19/2015 2:10 PM
58	Paved trails	1/19/2015 1:38 PM
59	trails and use of the areas that have been underutilized	1/19/2015 12:59 PM
60	Reforestation	1/18/2015 8:42 PM
61	retaining what can be	1/17/2015 9:17 AM
62	The preservation of and improvements to the lodge and the area in front of it.	1/16/2015 9:54 PM
63	Overall concept	1/16/2015 6:28 PM
64	Keep it natural.	1/16/2015 6:11 PM
65	Lots of new features	1/16/2015 4:02 PM
66	NA	1/16/2015 3:07 PM
67	Amount of trees	1/16/2015 2:49 PM
68	The reestablishment of trees for the natural canvas	1/16/2015 2:30 PM
69	Accessibility, bigger play and picnic areas	1/16/2015 2:23 PM
70	.	1/16/2015 2:23 PM

71	The expanded walking trails.	1/16/2015 2:09 PM
72	Reforestation	1/16/2015 1:38 PM

## Q7 What do you like least about the proposed plan?

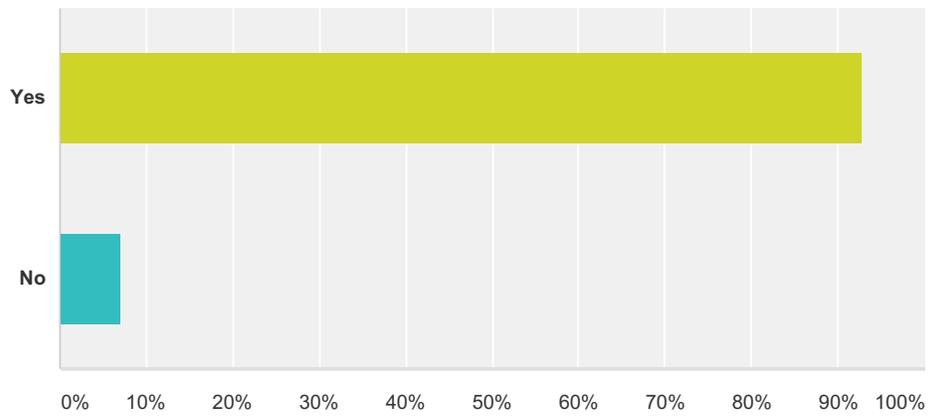
Answered: 65 Skipped: 64

#	Responses	Date
1	Nothing	1/29/2015 3:04 PM
2	not replanting trees	1/28/2015 10:16 AM
3	Nothing	1/25/2015 4:20 PM
4	no pickleball, recreational, or dog areas	1/24/2015 5:37 PM
5	gated park	1/23/2015 6:03 PM
6	Basketball court	1/23/2015 10:40 AM
7	probably basketball courts	1/23/2015 10:31 AM
8	It'd be nice to see more shaded seating areas and drinking fountain/water sources near the trails	1/21/2015 11:56 PM
9	bridge	1/21/2015 4:24 PM
10	basket ball courts and playgrounds	1/21/2015 3:18 PM
11	new rest room	1/21/2015 2:34 PM
12	Park gateway entrances	1/21/2015 2:30 PM
13	Fishing dock, not necessary in Creek.	1/21/2015 11:32 AM
14	I see one less park area than before.	1/21/2015 11:26 AM
15	riverfront seating	1/21/2015 11:19 AM
16	open areas	1/21/2015 11:08 AM
17	No tennis courts/pickleball courts	1/21/2015 8:47 AM
18	Flood plan	1/21/2015 8:29 AM
19	trying to modernise and open up areas	1/21/2015 8:16 AM
20	basketball court	1/21/2015 6:16 AM
21	lodge	1/21/2015 12:34 AM
22	nothing new really, it needs an attraction like a disc golf course or something similar.	1/21/2015 12:13 AM
23	the layout needs to change to increase the park visibility.	1/20/2015 11:25 PM
24	Lack of information concerning property acquisition	1/20/2015 10:02 PM
25	All the trees...that's why WE are redoing it now..some kind of tornado shelter if financial reasonable	1/20/2015 9:31 PM
26	Long time for trees to mature	1/20/2015 9:02 PM
27	N/A	1/20/2015 8:48 PM
28	The trailhead parking on 56th.	1/20/2015 8:26 PM
29	lack of play equipment for the children	1/20/2015 8:16 PM
30	simple equipment that encourages adults of all ages and fitness levels to "play" and get fit would be a valuable addition	1/20/2015 7:17 PM
31	0	1/20/2015 6:10 PM
32	So much talk about change - keep what worked	1/20/2015 5:50 PM

33	Where will the playground equipment be placed for kids to play immediately?	1/20/2015 3:06 PM
34	The plan looks great.	1/20/2015 9:47 AM
35	n/a	1/20/2015 8:59 AM
36	nothing	1/19/2015 10:00 PM
37	The locaction of the drive ways and the parking lot, and the elimination of the culdasck.	1/19/2015 9:00 PM
38	Play area by the basketball court. Should be closer to the pavilions where their families may be.	1/19/2015 6:38 PM
39	Parking arrangement	1/19/2015 6:15 PM
40	parking from 56th street	1/19/2015 5:54 PM
41	safety along Buck Creek	1/19/2015 5:46 PM
42	I wish we could afford it all	1/19/2015 4:57 PM
43	Secondary playground area	1/19/2015 4:55 PM
44	I would add some kind of skate or bike park structure for the kids.	1/19/2015 4:28 PM
45	seating near Buck Creek	1/19/2015 4:09 PM
46	Expanding the lodge	1/19/2015 3:53 PM
47	No splash pad	1/19/2015 3:33 PM
48	not enough restrooms and pavilions	1/19/2015 3:22 PM
49	Fishing bridge	1/19/2015 3:08 PM
50	na	1/19/2015 2:10 PM
51	It does not show a playground area.	1/19/2015 1:38 PM
52	removal of 2nd playground	1/19/2015 12:59 PM
53	N/a	1/18/2015 8:42 PM
54	focusing on trails	1/17/2015 9:17 AM
55	The (apparent) lack of picnic facilities.	1/16/2015 9:54 PM
56	cost	1/16/2015 6:28 PM
57	Parking	1/16/2015 6:11 PM
58	Lacks an identity?	1/16/2015 4:02 PM
59	NA	1/16/2015 3:07 PM
60	not enough trees	1/16/2015 2:49 PM
61	Ability for travel to other side of park	1/16/2015 2:30 PM
62	n/a	1/16/2015 2:23 PM
63	.	1/16/2015 2:23 PM
64	I have no complaints.	1/16/2015 2:09 PM
65	56th st parking	1/16/2015 1:38 PM

### Q8 Prior to the tornado in July of 2014 had you ever visited Ideal Park?

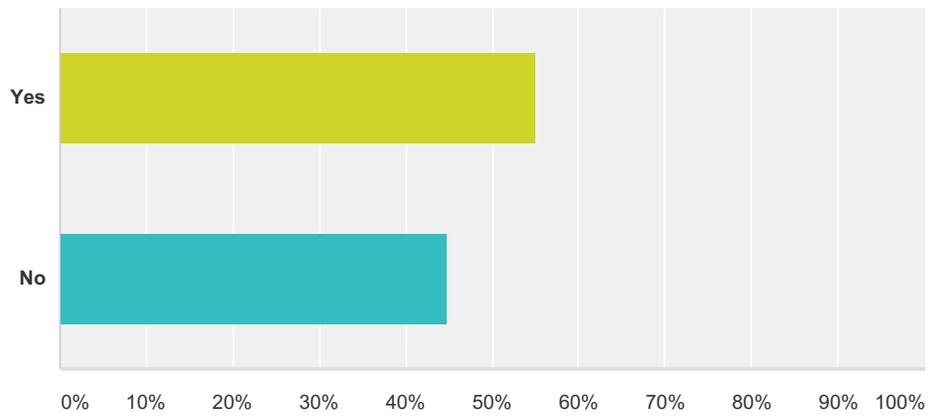
Answered: 125 Skipped: 4



Answer Choices	Responses
Yes	92.80% 116
No	7.20% 9
<b>Total</b>	<b>125</b>

### Q9 Have you visited Ideal Park since the tornado in July 2014?

Answered: 125 Skipped: 4



Answer Choices	Responses
Yes	55.20% 69
No	44.80% 56
<b>Total</b>	<b>125</b>

## Q10 If you have visited Ideal Park, what is your favorite memory?

Answered: 83 Skipped: 46

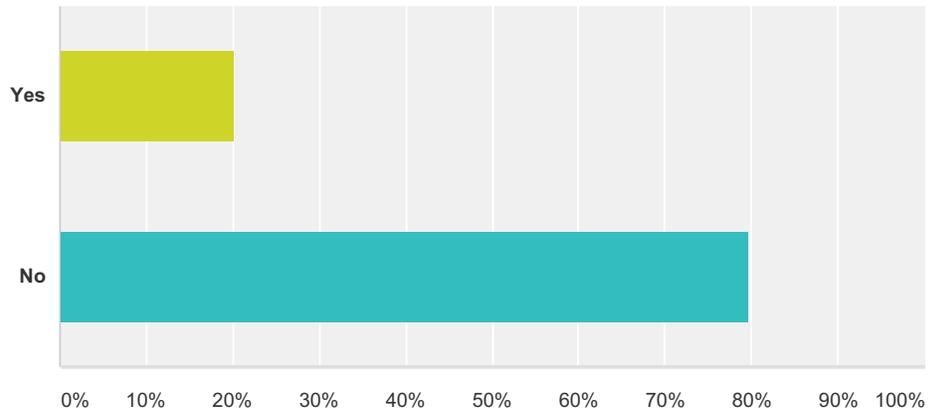
#	Responses	Date
1	I love the beautiful river view and bridges	1/29/2015 3:04 PM
2	Watching salmon run in Buck Creek in the fall	1/25/2015 4:20 PM
3	large group gatherings/picnics, playing in Buck creek	1/25/2015 2:59 PM
4	creek	1/24/2015 5:37 PM
5	I came there as a child, and have fond memories of the park.	1/23/2015 6:03 PM
6	Mature trees	1/23/2015 1:25 PM
7	Relaxing by creek	1/23/2015 10:40 AM
8	family reunions and playing along the creek	1/23/2015 10:31 AM
9	there was nobody there	1/21/2015 11:08 PM
10	the whole park it is a very nice area back in there, i would like to see that area turned into a park from 56th to the park and 2 streets east since it is a flood zone.	1/21/2015 4:24 PM
11	the creek and trees	1/21/2015 3:18 PM
12	Getting hubby & I yearly pics	1/21/2015 2:34 PM
13	Feeding the ducks along Buck creek	1/21/2015 2:30 PM
14	walks along trails and viewing plant life in different seasons	1/21/2015 1:59 PM
15	So many baseball outings with my family, walks on the trail	1/21/2015 11:26 AM
16	large mature trees	1/21/2015 11:19 AM
17	Big trees	1/21/2015 9:14 AM
18	Lying in the grass underneath the shade of the trees	1/21/2015 8:47 AM
19	Kids growing up there	1/21/2015 8:29 AM
20	love the old fashion look	1/21/2015 8:16 AM
21	Any of the time spent at this beautiful park	1/21/2015 6:42 AM
22	a place to go and share with the kids	1/21/2015 6:16 AM
23	it was its old growth	1/21/2015 6:09 AM
24	bike rides, crossing those bridges, baseball games in the baseball field there in the back of the park	1/21/2015 12:13 AM
25	Crossing the bridges, playing baseball in the baseball field, riding bikes in the park	1/20/2015 11:25 PM
26	Family reunions	1/20/2015 11:19 PM
27	crossing over the bridge and looking down at the river	1/20/2015 10:23 PM
28	Finding geocaches with the school group I lead	1/20/2015 10:02 PM
29	Biking trail	1/20/2015 9:52 PM
30	Passed by...New to area	1/20/2015 9:31 PM
31	A wedding in the lodge	1/20/2015 9:02 PM
32	Friends bday party splash pad walking trail	1/20/2015 8:48 PM

33	Letting my son play on the playground equipment, walking and biking on the paths	1/20/2015 8:16 PM
34	Taking pictures at the park	1/20/2015 6:04 PM
35	Natural space near city space	1/20/2015 5:50 PM
36	ball field	1/20/2015 5:17 PM
37	Family reunions when my grandparents were alive	1/20/2015 4:32 PM
38	Biking	1/20/2015 4:12 PM
39	Walking my dog along the trails and in the park, the bridges.	1/20/2015 3:06 PM
40	Photo taking	1/20/2015 2:08 PM
41	I went there with my little brother and sisters. I enjoyed seeing them have fun and playing. there was something very nice about that park.	1/20/2015 10:42 AM
42	N/A	1/20/2015 9:47 AM
43	Picnicing with my family while kids played, playing with kids in the park, the shadiness, the bridge	1/20/2015 9:29 AM
44	watching the ducks with our daughter. everything was beautiful	1/20/2015 8:59 AM
45	Fantastic bird watching in wooded areas	1/19/2015 10:06 PM
46	beautiful scenery	1/19/2015 10:00 PM
47	the creek	1/19/2015 8:26 PM
48	Celebrating graduations in the pavilions.	1/19/2015 6:38 PM
49	My step sons and his wife's wedding there.	1/19/2015 6:15 PM
50	many family reunions dating back to the '60s	1/19/2015 5:54 PM
51	Only there one time to meet someone and left. At a glance it looked comfortable.	1/19/2015 5:46 PM
52	Feeding the ducks with our kids and the art deco bridge	1/19/2015 5:35 PM
53	Quietness of the area	1/19/2015 4:57 PM
54	Playing with my kids on the equipment	1/19/2015 4:55 PM
55	Church picnics, ball field, biking on interurban to park, deer, wild flowers.	1/19/2015 4:28 PM
56	quiet and spacious with deer and turkey sightings often	1/19/2015 4:09 PM
57	Softball games	1/19/2015 3:53 PM
58	Nothing	1/19/2015 3:33 PM
59	the serene atmosphere, buck creek	1/19/2015 3:22 PM
60	The bridge and the trees	1/19/2015 3:08 PM
61	na	1/19/2015 2:10 PM
62	sitting the shade while the kids played	1/19/2015 1:55 PM
63	all the get-to-gathers there	1/19/2015 1:52 PM
64	HOW IT IS A GREAT PARK FOR FAMILYS	1/19/2015 1:48 PM
65	We had our wedding pictures taken there and family pictures after our son was born.	1/19/2015 1:38 PM
66	My Wedding :)	1/19/2015 1:31 PM
67	the bridge over the creek	1/19/2015 1:24 PM
68	flying kites on upper meadow	1/19/2015 12:59 PM
69	All the trees	1/18/2015 8:42 PM

70	son's graduating party and his proposal in may of 14	1/17/2015 9:17 AM
71	The lodge, the bridge(s) over the creek, the ducks, the general "old-timey" feel of the place.	1/16/2015 9:54 PM
72	Family Parties examples Birthday, baby shower and wedding shower	1/16/2015 6:28 PM
73	Beautiful and close to nature.	1/16/2015 6:11 PM
74	Trails	1/16/2015 4:02 PM
75	Granddaughters Wedding/Baby Showers/Playtime	1/16/2015 3:07 PM
76	Wife and I got our pictures taken there	1/16/2015 2:49 PM
77	The naturalness of the landscaping.	1/16/2015 2:30 PM
78	walk there nearly every day in spring summer and fall watching my kids play. playground didnt fit many local kids so it was sometimes disapointing to walk down there and not get a turn.	1/16/2015 2:30 PM
79	family picnic and walking through the creek as a kid	1/16/2015 2:23 PM
80	.	1/16/2015 2:23 PM
81	Walking there summer evenings with my daughter.	1/16/2015 2:09 PM
82	Playing sports in the open field behind the lodge!	1/16/2015 1:53 PM
83	went to several parties at lodge	1/16/2015 1:38 PM

### Q11 Do you live in the Ideal Park neighborhood?

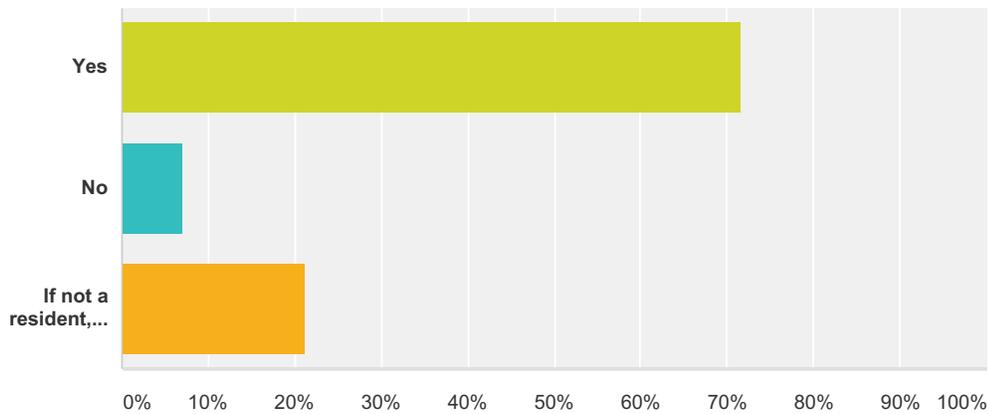
Answered: 124 Skipped: 5



Answer Choices	Responses	
Yes	20.16%	25
No	79.84%	99
<b>Total</b>		<b>124</b>

### Q12 Are you a resident of the City of Wyoming?

Answered: 127 Skipped: 2



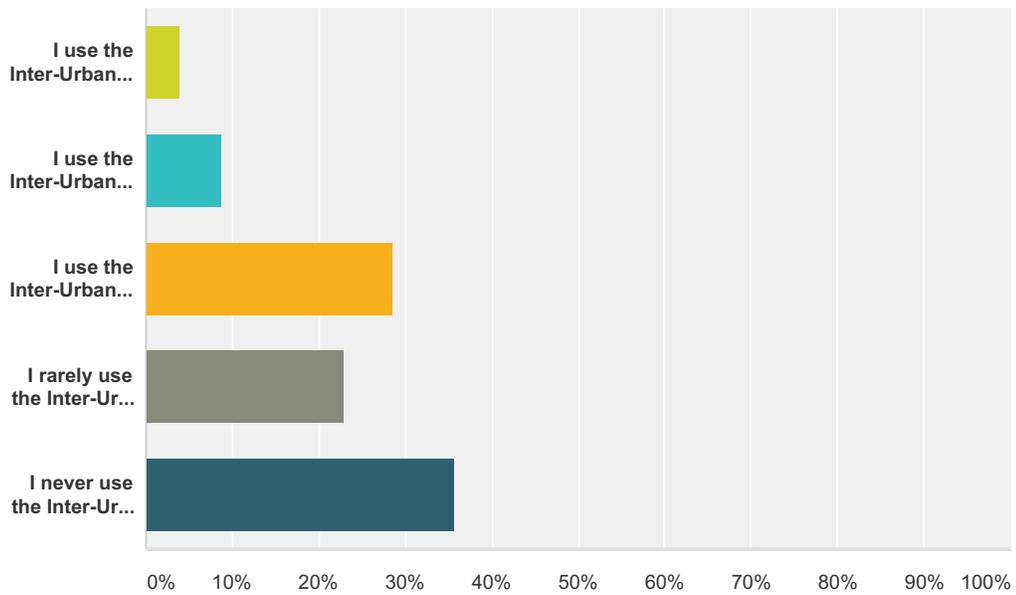
Answer Choices	Responses
Yes	71.65% 91
No	7.09% 9
If not a resident, please specify where you live.	21.26% 27
<b>Total</b>	<b>127</b>

#	If not a resident, please specify where you live.	Date
1	Cascade area	1/26/2015 1:14 PM
2	Kentwood near Wyoming edge	1/24/2015 11:43 PM
3	I grew up in Wyoming.I live in SC.for the past 10 yrs.	1/23/2015 6:03 PM
4	Across Division on Mick Ave.	1/23/2015 10:40 AM
5	kentwood 54th and madison	1/23/2015 10:31 AM
6	Kentwood	1/21/2015 11:19 AM
7	Caledonia	1/21/2015 9:14 AM
8	Byron Center. I work in Wyoming though.	1/21/2015 8:47 AM
9	Grand Rapids	1/21/2015 7:31 AM
10	I live in Byron Center, I used to live right behind the park	1/21/2015 6:16 AM
11	kalamazoo but I teach in Wyoming and lived there until I was 28.	1/20/2015 10:23 PM
12	Caledonia, but formerly lived near Fuller and 48th streets	1/20/2015 10:02 PM
13	Kentwood	1/20/2015 9:00 PM
14	Caledonia	1/20/2015 7:17 PM
15	byron center	1/20/2015 5:17 PM
16	Kentwood	1/20/2015 4:37 PM
17	Grand Rapids	1/20/2015 10:42 AM

18	Grandville	1/20/2015 9:47 AM
19	Sparta	1/20/2015 9:21 AM
20	Elwell St, SW	1/19/2015 4:28 PM
21	Oriole Park Area	1/19/2015 3:08 PM
22	52nt St and Eastern	1/19/2015 3:07 PM
23	grand rapids	1/19/2015 1:55 PM
24	GODWIN AREA	1/19/2015 1:48 PM
25	jenison	1/16/2015 9:03 PM
26	technically im Kentwood but its a 5 minute 1/8 mile walk	1/16/2015 2:30 PM
27	Grand Rapids	1/16/2015 2:23 PM

### Q13 How often do you use the Inter-Urban Trail which is connected to Ideal Park?

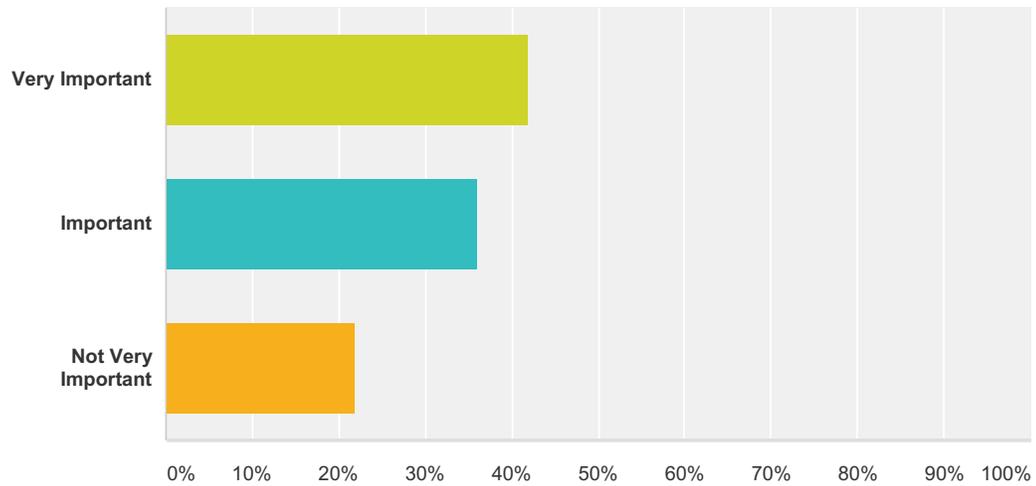
Answered: 126 Skipped: 3



Answer Choices	Responses
I use the Inter-Urban Trail almost daily	3.97% 5
I use the Inter-Urban Trail almost weekly	8.73% 11
I use the Inter-Urban Trail occasionally	28.57% 36
I rarely use the Inter-Urban Trail	23.02% 29
I never use the Inter-Urban Trail	35.71% 45
<b>Total</b>	<b>126</b>

### Q14 How important to do you feel it is to have the park connected to a Regional Non-Motorized Trail Network?

Answered: 119 Skipped: 10



Answer Choices	Responses
Very Important	42.02% 50
Important	36.13% 43
Not Very Important	21.85% 26
<b>Total</b>	<b>119</b>

#	Comments	Date
1	important for those who use it. I usually drove from work at lunch, but use bike trails in other areas a lot, so I am sure many people would use it	1/21/2015 8:16 AM
2	please continue to be connected to the paths.	1/20/2015 8:16 PM
3	Not if it interrupts the serenity of the park.	1/20/2015 6:10 PM
4	I think it would be a nice destination while walking the trail.	1/19/2015 5:46 PM
5	These trails get regular use by people walking/biking/running, and I think connecting them to the park is an asset.	1/19/2015 4:28 PM
6	i would love to use it if i knew more about it	1/19/2015 3:22 PM
7	No comment	1/19/2015 3:08 PM
8	I think more families would visit the park if it were connected by a trail.	1/19/2015 1:38 PM
9	Not Sure	1/16/2015 3:07 PM

**Q15 Thank you for taking the time to respond to the survey! Do you have any other comments that you would like to share?**

Answered: 39 Skipped: 90

#	Responses	Date
1	even before the 2014 tornado, Ideal Park was in sore need of attention. Began to attract more suspicious activity due to the neglect the park appeared to suffer. I am happy for wyoming residents to be able to enjoy yet another park encouraging getting outdoors.	1/25/2015 2:59 PM
2	Consider using volunteer labor and participation, not just all high prevailing wage labor that will cost more to renovate and rebuild the park; make those needing to give community service work it off here (troubled teens, jail inmates, those needing to pay off city fines/fees that are overdue, etc.)	1/24/2015 11:43 PM
3	Good plan	1/24/2015 5:37 PM
4	Thank you for the restoration of the park.I'm 64 and I grew up there,when the trees were a lot younger.I'm glad to see the park's going to stay there,instead of some housing project.It's very important for the younger generations to enjoy the beauty of the park.	1/23/2015 6:03 PM
5	Plant wildflower gardens for bird/butterfly watching. Provide nesting boxes, bat houses to reduce insects. Basketball courts will create excess noise. Parks are meant to provide relaxation. Also will attract teenagers from neighborhoods, preventing use by park users. It will become a place of "hangout" similar to what Kellog Woods Park was before skateboard area was removed. Provide extra areas of seating along creek. Frisbee golf. No skateboarding basketball. Don't want park to attract teenagers. Want park to attract FAMILIES. Tennis courts would be fine, as well as hard surface play area with no basketball nets.	1/23/2015 10:40 AM
6	how about meadow planting that will attract birds and butterflies! maybe some nesting boxes along the buffer. bat houses. they will help with insects! I like the idea of fishing area	1/23/2015 10:31 AM
7	how about getting your "workers" doing something different than driving around in trucks all day, as opposed to actually doing some work.	1/21/2015 11:08 PM
8	Just maybe a disc golf course	1/21/2015 4:24 PM
9	Thanks for all your hard work.	1/21/2015 3:18 PM
10	You should plant hostas and flowers too	1/21/2015 2:34 PM
11	I think you should ad a splash park for the children in the area.	1/21/2015 2:30 PM
12	lots and lots of plantings please. Maybe with species identification	1/21/2015 1:59 PM
13	Try to keep the original character and rustic feel of the park. It is one of Wyoming's hidden gems.	1/21/2015 6:42 AM
14	Thank you for getting the community involved.	1/21/2015 6:16 AM
15	This park needs an activity/attraction like a disc golf park and a better bike path or running course. Johnson Park, Heritage Park,etc. have these and are really popular because they combine these things with playgrounds, fun for everyone. Also, add more safety patrols. Creeps around here have made it scary for kids to come here the last decade or so. Without these additions, this park will go back to creepy dark park only locals visit, and carefully.	1/21/2015 12:13 AM
16	Increase security in the park. Open up some of the layout to increase visibility. Add a Disc Golf Course to add exposure to the area, therefore deterring criminal acitivity/sex offender crimes, and host events to bring in some money for the City. In other areas, replant trees.	1/20/2015 11:25 PM
17	I think often of renaming the park Miracle Park... I think its a miracle that the tornado hit hardest in the park, which may have slowed it up a bit and saves many, many lives...	1/20/2015 10:23 PM
18	Thank you for restoring this park. My backyard used to connect to it and I spent a lot of time on the bike trails and basketball park. Many good memories.	1/20/2015 9:52 PM

19	Make it a family park...open area...safe for all ages...where a big sister can take her little brother and they both have fun. Add in a 911 system...Like they have on the silver line bus routes.	1/20/2015 9:31 PM
20	We can't wait to enjoy the park again.	1/20/2015 9:02 PM
21	After visiting the Gardens in San Francisco, I think it would be a good thing to add plants that have obvious smells like: Lemon Verbena, Jasmine, Rosemary, Hyacinth and Mint. You have a wonderful opportunity to peek all the senses, touch and smell, especially. If you focus on all people, like it looks like you have, then consider a "sensory garden" where all kinds of children and people can touch and smell their way through the garden. Peony and Runniculus and Big Daisies would be great, too.Good luck!	1/20/2015 6:10 PM
22	Given the issues at Gezon Park, security has become a big issue at boths parks. Respect for citizen input is a priority.	1/20/2015 5:50 PM
23	Would love to see alcohol allowed in Lamar park during kickball season!	1/20/2015 9:21 AM
24	This is an oppertunity to address the flooding that accurs a lot. If you put parking and drive ways at the end of crippen were the woods were, It will cause more flooding!!!!!!!!!!!!	1/19/2015 9:00 PM
25	Did I mention speed humps?	1/19/2015 8:27 PM
26	Glad to see a restoration plan in the making. wouldn't want to lose Ideal Park.	1/19/2015 5:54 PM
27	Nice to have a comfortable place to be that isn't too overall busy. Quiet and peaceful in our busy worlds.	1/19/2015 5:46 PM
28	Would love to see a new playground for the kids.	1/19/2015 5:35 PM
29	Thanks for sharing the plan and survey. As I said above, the improvements were worth waiting for.	1/19/2015 4:28 PM
30	more security would be nice, it felt a bit creepy and secluded	1/19/2015 3:22 PM
31	what's the inter urban trail? I'm familiar with Kent trail and the paths at millennium park, but not that. Looks like lots of good work! Next please add some green space to the suburban desert a.k.a. the Wyoming panhandle (hard to find "Wyoming park" signs here!)	1/19/2015 3:06 PM
32	Thanks for all the hardwork and providing this opportunity.	1/19/2015 12:59 PM
33	I want to help and will contact Parks & Rec	1/18/2015 8:42 PM
34	GREAT PARK!!!!	1/16/2015 6:11 PM
35	Just feel there needs to be a plan for the flooding in that area.	1/16/2015 3:07 PM
36	I think the plan is great, but insure safety for everyone use is the kept in mind.	1/16/2015 2:30 PM
37	A splashpad area would help give local kids something to play on when the playground is full and reduce the number of little ones trying to cool off in buck creek in the hot months. So many kids go there unattended, when i see them dipping their feet and climbing down there to cool off...oh i cringe. One day it is going to end in tragedy. These are generally lower income families with no money to go elsewhere .the park is their free entertainment. Many of us are oraying for a splashpad, even a small one.	1/16/2015 2:30 PM
38	I just want our park back, even if some of this plan takes time. Access this summer, if possible, would be amazing.	1/16/2015 2:09 PM
39	I will just be glad to have it back! :)	1/16/2015 1:53 PM

## STAFF REPORT

Date: February 2, 2015

Subject: Website Redesign Development Service

From: Website Redesign Committee – Heidi Isakson, Erin Nemastil, Paul Gerndt, Laura Jackson, Jennifer Ballard, Gail Jacobs and Matt Urick

Meeting Date: February 9, 2015

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### RECOMMENDATION:

It is recommended that City Council accept the proposal submitted by Redhead Design Studio. On Tuesday, October 28, 2014, six responses were received in answer to our Request for Qualifications (RFQ) for website redesign development service. Sixteen invitations to submit REQ's were sent to prospective companies.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact environmental quality.

Social Equity – The City continuously works to improve communication with its residents. The intent for the redesign of the current City's website is to provide an easy to use website that will provide both information and communication for all citizens. This includes the ability to translate content from English to multiple languages including Spanish. The website shall also meet all relevant guidelines to ensure the technology is accessible to individuals with disabilities. The site will be developed with a responsive design to be compatible across device types, including desktop, laptop and tablet computers as well as mobile devices.

Requests for additional features include the ability for site-wide notification of canceled/rescheduled meetings, special/emergency notifications and a blogging type of application for use by the City Manager.

Also, a social media section that will encourage users to interact with the City in various social media outlets including (but not limited to): Facebook, Twitter and LinkedIn.

Economic Strength – The last major update to the current website was in 2003 and the new upgrades will include the capability of accessing the website from all current computing devices, platforms and browsers.

The new web site will also include a content management system (CMS). The CMS allows edits to be made within departments and features a review process to allow proofing and approval of new content before it is made public. These new processes will improve the efficiency of website edits and provide departments more control of their own website materials.

**DISCUSSION:**

A committee consisting of the City’s Communications Specialist and the following departments: Information Technology, City Manager and Purchasing reviewed the RFQs submitted. Based on qualifications and first year cost estimates (shown below) it was recommended the committee interview Artemis Technologies, Inc. and Redhead Design Studio.

	<u>Estimate</u>
Artemis Technologies, Inc.	\$ 20,875.00
Redhead Design Studio	\$ 22,560.00
Vision Internet	\$ 24,785.00
CivicPlus Advantage	\$ 34,317.00
Revize Software Systems	\$ 41,650.00
Concilio	No Estimate

The committee concluded that Redhead Design Studio met all technical, aesthetic and functional qualifications the City requested in the RFQ. After review, deliberation and follow-up the committee unanimously recommended the selection of Redhead Design Studio.

**BUDGET IMPACT:**

Funds for website redesign development service are available in General Fund/Information Technology/Capital Outlay Computer Equipment account number 101-258-25800-984017.

Attachments: Redhead Design Studio Submitted RFQ  
Contract

*PROPOSAL FOR SERVICES*



**Prepared for:**

City of Wyoming  
Purchasing Department  
Wyoming City Hall  
1155 28th Street SW  
PO Box 905  
Wyoming, MI 49509

Website Redesign, Development &  
Maintenance System

**Submitted by:**

Redhead Design Studio  
1135 North Washington  
Lansing, MI 48906  
virtualredhead.com  
(517) 853-3681

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## *Cover Letter*

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Thank you for allowing us the opportunity to submit a proposal to you. We're really excited about the possibility of working with the City of Wyoming—a complete website redesign with an updated aesthetic, incorporating industry best-practices is an exciting venture! Redhead Design Studio has a robust mix of skills to meet your needs—including web design and development, marketing strategy, and communications.

It's clear that your residents are your number one priority. You strive to provide a safe, convenient and pleasant living environment. You need a redesigned website to communicate those priorities and provide efficient functionality and services that the residents use regularly. A well-designed and effective website can be useful in piquing interest, cultivating a strong sense of community, and increasing attendance for city activities and events. It can be an important resource for tax information, sports leagues, city-wide calendars of events, press releases and general news. We think we are the best creative partner to not only produce a newly designed and efficiently-functioning website, but to also help you increase visibility and entice community members and potential visitors into reading your materials. You need experts at producing award-winning, beautiful and smart solutions that get people's attention and create a buzz. And we'd love to do that for you, with you.

We're not afraid to push for change when it's in our client's best interest. We strive to ensure that your website operates at peak performance and we see this shift to a new agency partnership as a great opportunity to create something great and put Wyoming on the leading edge or trend well into the future. We have a multifaceted team of experts to take a fresh look and we come to the table with a fresh perspective.

While we are not going to come in as the least expensive firm in this proposal bidding process, we appreciate a very high level of excellence and we promise that we will—by far—be the best value to you. This type of work is our wheelhouse—we're not an SEO-sales or PR-focused company who happens to design websites as well. We're a strategic design and marketing studio. Developing effective communications tools is what we love to do. We also have a robust group of exceptionally talented design staff, and our deep bench means there are many minds available to keep your communications materials fresh and innovative.

A website is an important tool which has to work seamlessly. Our job is to listen to your vision and goals, support you, make you (and the city) look good, and to get the job done pleasantly—it's also our job to encourage change when we see important improvements that can be made.

To be blunt—we're really good at what we do and we'd love to help you. We feel that we are an excellent fit, and sincerely look forward to the possibility of working together.

Thank you so much for your consideration,

Allie Muchmore  
Client Relations & Social Media Director  
allie@virtualredhead.com

## *Agency Overview: Redhead Design Studio*

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In 2000, Redhead Design Studio was created out of a hybrid of design, marketing, communications, editorial, and journalistic experience. Since then, we've been using our unique set of strengths to provide communications solutions for a wide variety of clients. Our list of clients includes many large entities—premier educational institutions, companies devoted to healthcare, national non-profits, associations; and small businesses—boutiques, bakeries, interior designers, manufacturers, and more. The combination of large and small clients, and the breadth of industries we serve, lets us cross-pollinate and stay fresh in our approach to problem-solving.

We are a small but agile company—handling a range of marketing, design, and web services. We are particularly good at morphing our services to meet each client at his or her needs' level. For some, we function strictly as a design boutique. For others, we exist as their marketing arm and handle tasks from marketing research to project implementation.

Redhead offers a broad range of solutions in the following categories:

### BRAND DEVELOPMENT

- company naming
- product naming
- logo creation
- tagline generation
- brand standards development
- brand voice development
- identity materials

### STRATEGY

- marketing strategy
- idea generation
- messaging
- creative problem solving
- creative strategy
- communications training
- communications consulting

### SOCIAL MARKETING

- social media strategy
- social media training
- campaign creation and implementation
- guerrilla marketing
- hashtag development
- social network mobilization

### MARKETING MATERIALS

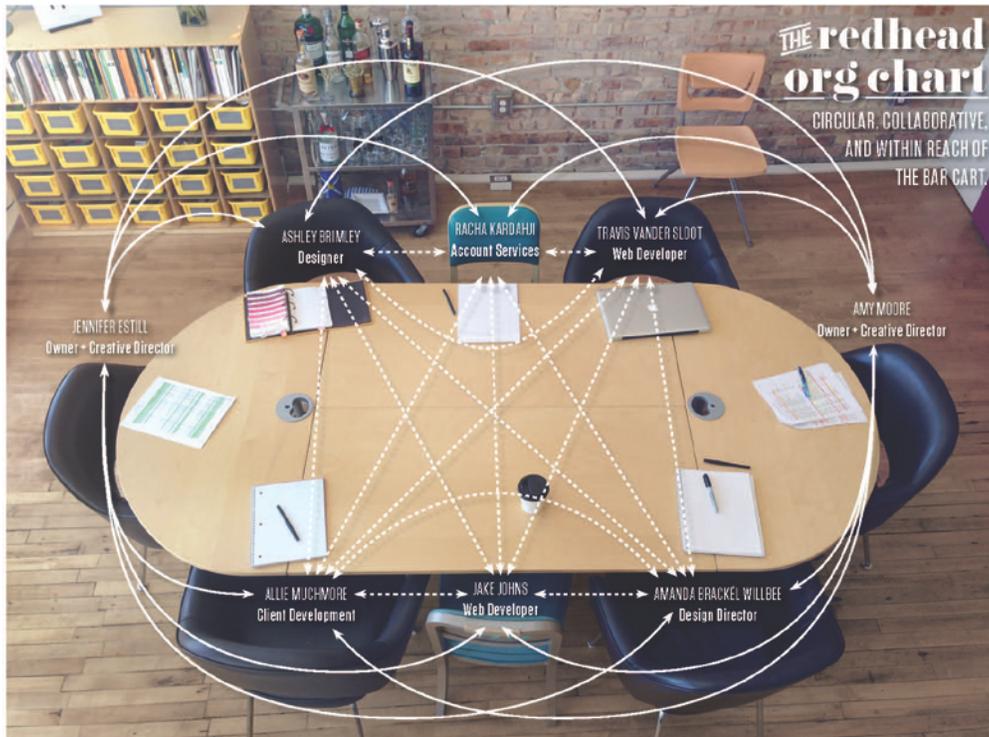
- campaign development and implementation
- publications
- newsletters
- annual reports
- presentation materials
- event materials
- exhibit graphics
- creative copywriting

### INTERACTIVE

- website design
- website content audits
- new website architecture
- web application development
- content management systems
- web strategy

## Agency Description: Our Team

Here at Redhead we try very hard not to be corporate. But we do corporate work. And we're really good at it. The thing is, we're a small enough studio that our org chart, well, it looks like this:



The important part—we're collaborative. Everyone on our client team has a particular specialty, and a different moment to lead. Each account has a lead creative director—either Jen or Amy—to shepherd strategy and message, and a project manager—either Allie or Racha—to keep lines of communication open and deadlines tight. But it's a promise that all of our creative minds will touch the brand at some point. Which means lots of good ideas.

### Our Tools

Redhead uses two management tools that help keep us in line and on time. Harvest, a time tracking application, allows us to accurately track the hours we spend on each task and project. This ensures we stay within budget and alert you of any impending budget considerations in a timely fashion. Basecamp, a project management application, allows us to schedule, track important details, and share important data team-wide.

*Our Work*

Identity: A small sampling of our award-winning logo work.



## Our Work

Identity: A small sampling of our award-winning logo work



MICHIGAN  
**FOREST  
PRODUCTS**  
COUNCIL



— THE —  
**PEOPLES  
CHURCH**



## Our Work

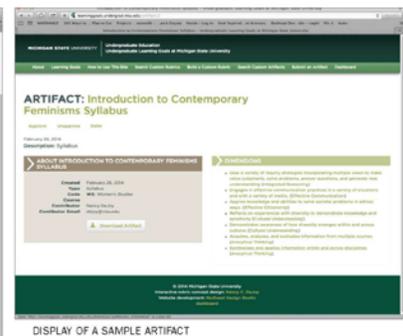
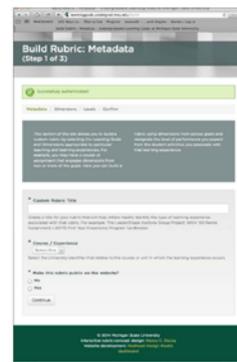
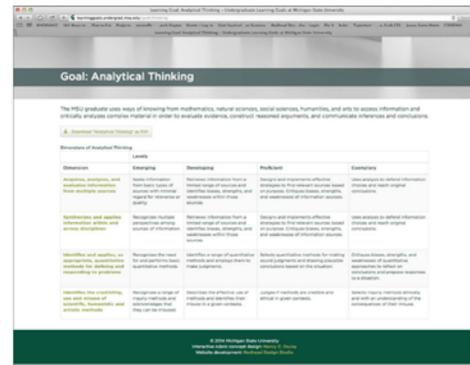
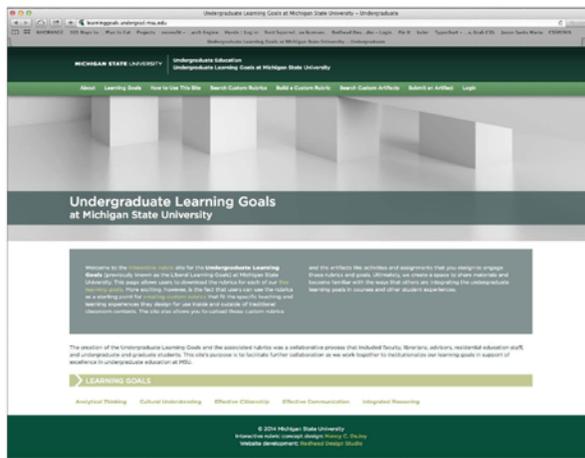
**Client:** Office of the Provost at Michigan State University

Visit: [learninggoals.undergrad.msu.edu/](http://learninggoals.undergrad.msu.edu/)

**Project:** Undergraduate Learning Goals Interactive Rubric Website.

**Results:** Michigan State University's academic governance has outlined a set of institutional learning goals which inform all aspects of the undergrad's learning at the university. The goals—focusing on analytical thinking, cultural understanding, effective citizenship, effective communication, and integrated reasoning—ensure that each MSU grad has a strong framework of active engagement in their undergraduate experience.

Through the site, faculty can review the five institutional learning rubrics, they can build, save, and share customized rubrics for each of their classes, and they can also upload assignments, syllabi, and more, that illustrate best practices. Redhead's task was to work with the client to comprehensively outline and develop the business logic and functionality required for effective use; integrate with the university's Shibboleth system to allow faculty to log in and save information securely with their MSU Net ID; and to visually represent the content in an effective ways. This content-dense site is also elegantly responsive. The client boasts that this interactive rubric model "has never before been seen in higher education." We were happy to help make it a reality.



INTERFACE TO BUILD A CUSTOM RUBRIC

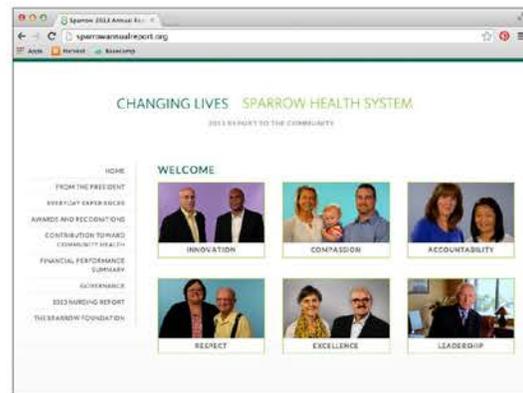
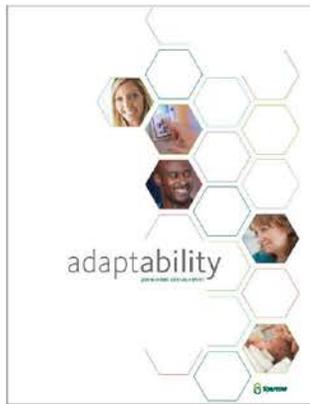
## Our Work

**Client:** Sparrow Health System

Visit: [sparrowannualreport.org](http://sparrowannualreport.org)

**Project:** We were tasked to create both an online annual report and supplemental nursing report with accompanying video portraits for 2013. In addition to highlighting significant achievements for the year, this project utilizes a series of two-person stories to encapsulate and emotionally illustrate the core values of the health system in a compelling manner.

**Results:** Feedback from Sparrow management and their stakeholders was extraordinary. The responsively designed site and video series, along with an accompanying print piece highlighting Sparrow's highly regarded nursing system, are touted as one of the system's core marketing pieces annually. This is one of our favorite annual projects.



## Our Work

**Client:** Michigan League of Conservation Voters

**Project:** The Michigan League of Conservation Voters came to us asking for a case study to send to grant funders and potential donors. They needed an economical solution that was eye-catching, complimented their brand and was professional looking.

**Results:** "Action & Accountability" is a tier-cut booklet printed on 100% recycled paper and soy ink. We helped write the piece and took cues from the MLCV's various tenants and mission statement to come up with each tier's title and the booklet title. We also featured triangle graphic elements to represent the client's "cycle of accountability" in a beautiful and eye-catching way.



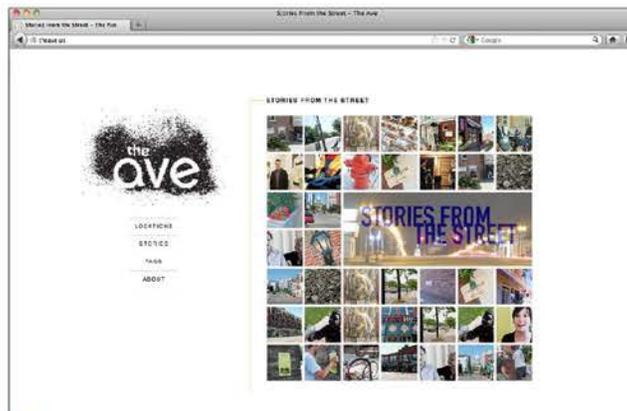
## OUR WORK: *The Ave*

**Client:** The Ave

Visit: [theave.us](http://theave.us)

**Project:** Create a campaign to highlight the rebirth of arts and creativity in Greater Lansing—to be shared on the street, on our phones, and on the web—one story at a time. A smart and savvy solution, with an authentic, for-the-people sensibility. Hip and urban, gritty and fine-art inspired. We helped build this unique and genuine personality for The Ave.

**Results:** First, a hand-made logo was created to serve as the identity of The Ave. Next, a sophisticated website was developed to hold the stories. Placards were strategically placed along Michigan Ave, allowing viewers to listen to a story right there on the street by calling the number on the placard or scanning the QR code with your smart phone.



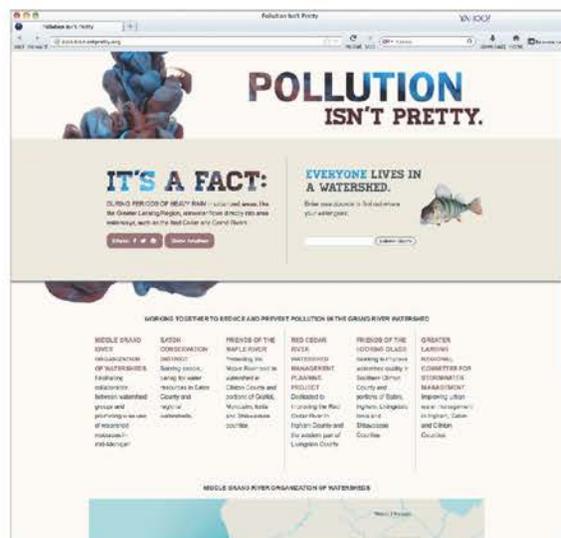
## Our Work

**Client:** Middle Grand River Organization of Watersheds (MGROW)

Visit: [pollutionisntpretty.org](http://pollutionisntpretty.org)

**Project:** MGROW is an amazing umbrella organization in Lansing that is made up of six different watershed groups. Their team was having trouble with consistent messaging, materials that looked professional, and had never had branding or a campaign before.

**Results:** "Pollution Isn't Pretty" is an inspiring and eye-catching umbrella campaign that all six member groups and MGROW itself can utilize as their over-arching campaign to promote watershed awareness, clean water, and water conservation. Redhead developed templated pieces for them to use and swap out their logos, we also made all the templates conveniently available for download on an assets website so that volunteers in each member group can access and utilize the materials.

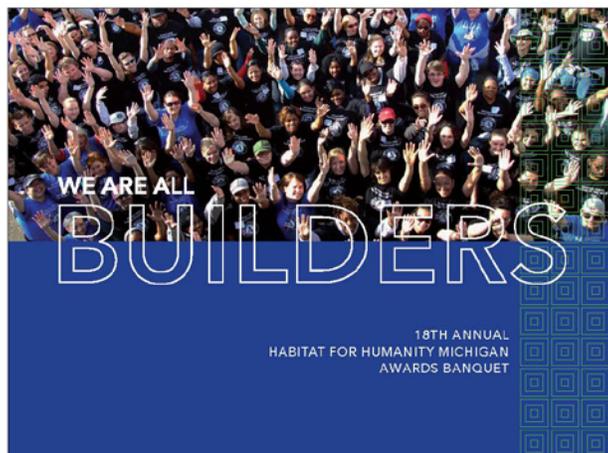
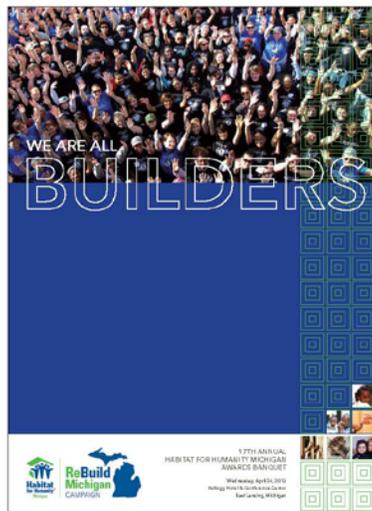


## Our Work

**Client:** Habitat for Humanity Michigan

**Project:** 2013 annual banquet collateral—program, table tents, PowerPoint template, posters, save-the-date and event-supporting promotional materials.

**Results:** Habitat for Humanity Michigan wanted annual conference materials that would inspire a year of growth, and visually present their theme of “one million volunteers.” We created a set of branding elements to use in these materials—and subsequent pieces—and created a headline and design theme that allowed them to inspire attendees.



## Our Work

Client: Michigan Air, Michigan Health  
Visit: [MiAirMiHealth.org](http://MiAirMiHealth.org)

**Project:** A brand new environmental health coalition formed and needed a name, logo, brand elements, and website. The name Michigan Air, Michigan Health was chosen and brand elements went from there.

**Results:** Our first job was to build a logo that appealed to the general public, legislators, and health experts. The “ah” reminds audiences of fresh air and ideas. The speech bubble shape alludes to ideas and conversation starting on environmental health solutions. We departed from the “standard environmental coalition” palette of colors and went for a poppy, fresh blue to liven the brand up. Photo styles for the responsive website and brand element are diverse and focus on children, one of the most vulnerable populations effected by air pollution in Michigan.



DESKTOP VIEW



TABLET VIEW



HANDHELD VIEW

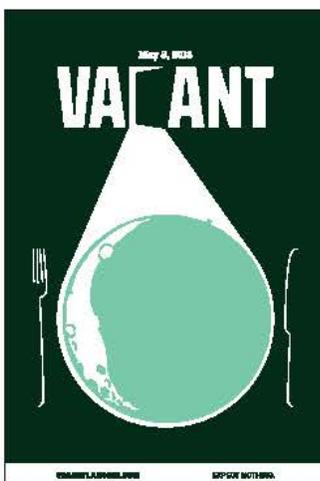
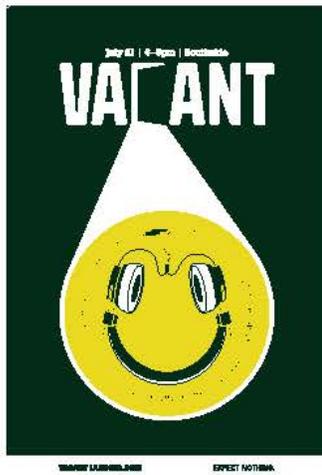
## Our Work

**Client:** VACANT

Visit [vacantlansing.com](http://vacantlansing.com)

**Project:** Build a visual brand, personality and voice for a series of Placemaking events for which the hosts wish to remain anonymous, and wish to keep the location, theme, and reasons behind the event a mystery.

**Results:** Our first job was to build a logo that communicated the mysterious nature of VACANT. The "open door" invites viewers to wonder what's inside. Next: silkscreened posters featuring a graphic "clue" leads to a website that's deliciously vague. For this ever-so-mysterious events, Redhead ring-masters a guerilla marketing effort to get the Twitterverse abuzz, earn media coverage and sell-out tickets in nearly 48 hours. A series of well-written email clues have kept attendees chattering in anticipation.

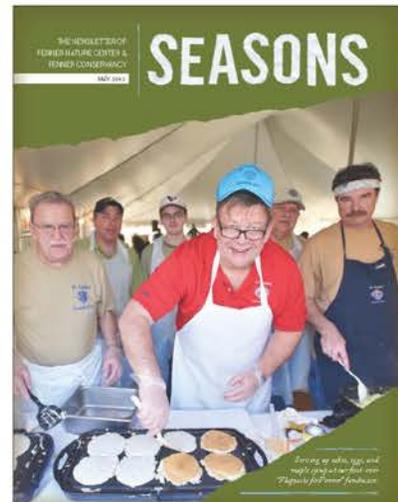


## Our Work

**Client:** Fenner Nature Center

**Project:** Logo development complete, we turned to crafting marketing tools for the local nature center. The goal was to create a sophisticated but inviting identity that would work well for a wide variety of audiences and age groups.

**Results:** A few newsletters, videos, posters, and promotional suites later, Fenner is on the uptick. Brand recognition is at an all-time high, attendance at fundraising events is up, and the future is, well, green.



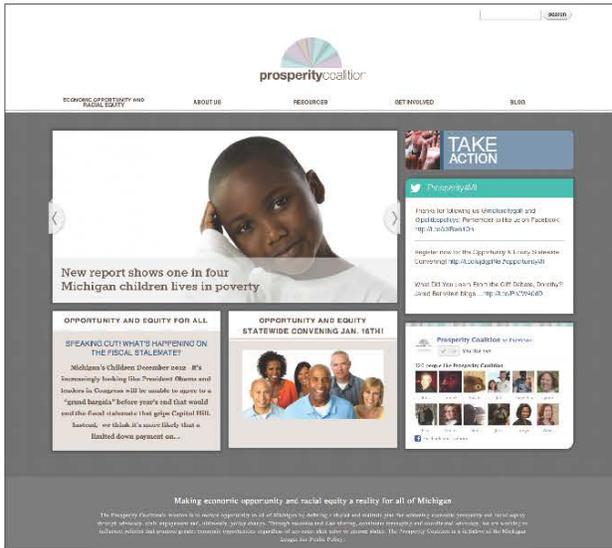
## Our Work

**Client:** Michigan League for Public Policy

*Visit: prosperitycoalition.org*

**Project:** Using grant funds from the W.K. Kellogg Foundation, MLPP created the “Prosperity Coalition” to promote economic prosperity and racial equity, especially as it relates to children, in Michigan. Redhead’s job was to give the Prosperity Coalition a visual identity and website.

**Results:** Our solution started with a logo that literally shows varying “slices” of the pie, but also represents the power of working together, the coming together of many elements, and strength in diversity. From there, a brand standards document, and a CMS-backed website, which came together to create the foundations for the Prosperity Coalition to spread their message and effect policy in Michigan.



DESKTOP VIEW



TABLET VIEW



HANDHELD VIEW



## Our Work

Client: Michigan Community Service Commission  
 Visit [VolunteerMichigan.org](http://VolunteerMichigan.org) & [volunteermichigan.org/assets](http://volunteermichigan.org/assets)

Project: The Volunteer Centers of Michigan, Michigan Nonprofit Association and the Michigan Community Service Commission came together to build a campaign. The campaign's goals were trifold: promote volunteerism in Michigan, increase number of volunteer acts tracked in the state, and increase volunteerism as a component of Michigan's revitalization

Results: Volunteer, Michigan was created. This campaign tackles one of the primary threats to volunteerism: time. So it illustrates what one gets out of volunteerism with simple give/get headlines and a charming suite of icons. The comma in the tagline adds a subtle nod to creating a city, Volunteer where people reside and live. Redhead created a comprehensive marketing plan. We designed a website which included an assets page, social media shareables, :30 videos. We also developed collateral including billboards, posters, stickers, banners, t-shirts and tote bags. A comprehensive social media plan was outlined to help increase awareness and keep the campaign's momentum. We also made all marketing collateral conveniently available for download on an assets website so that they are easily accessible.

Give up a few hours for a good cause and get less depression and lower rates of heart disease.

**Volunteer, Michigan.**  
 share your experiences and find opportunities at [volunteermichigan.org](http://volunteermichigan.org)

Give up an hour on the couch and get to hang with friends and make your city better.

**Volunteer, Michigan.**  
 share your experiences and find opportunities at [volunteermichigan.org](http://volunteermichigan.org)

**Volunteer, Michigan.**

When you spare your time and talent, you help our great state be, well, even greater. And you know what? You get something back, too. More new friends, more fun reward, more fun neighborhood, more a laugh.

Every volunteer you give in big or small, makes a better world for us and help you stand up. To show your support, inspire others and join Michigan's volunteer culture.



**Volunteer, Michigan.**

share your experiences and find opportunities at [volunteermichigan.org](http://volunteermichigan.org)

## Meet the Redheads



### **Amy Moore—Partner and Creative Director**

Amy's a noodler. She may seem reserved in meetings, but don't be fooled—inside her head is abuzz with activity. Amy eats information for lunch, finding complex relationships between details, and gathering knowledge from 20 different sources to find the answers that are right for you. She'll take it all in, process it, and organize it. A little while later out comes something beautiful, and clever, and unique, and shiny.

Amy brings high-art sensibilities and a strategically-focused mind-set to the table. She has performed for a wide range of clients—the W.K. Kellogg Foundation, TDS Metrocom, Capital Area Transportation Authority, and the Michigan Office of Highway Safety Planning, to name a few. Outside of the office, you can often find Amy volunteering at Fenner Nature Center, where she serves on the board and leads the communications committee—Amy and her two daughters are true nature lovers. A born researcher, she is forever exploring and learning about everything she can get her hands on. She is an accomplished photographer, painter and gardener, and will often entertain you with stories of the beasts and fowl surrounding her sylvan home. If you get a chance, ask her about “the wood duck incident.” An entertaining tale, to say the least.

Amy has a degree in fine art from Michigan State University. She has been in the field of graphic design and marketing for 15 years.



### **Jennifer Estill—Partner and Creative Director**

Jen is fast on her feet. She may come up with your big idea five minutes into your kick-off meeting and want to spend the rest of the meeting talking about what book you're reading. She's great at understanding the big picture and viewing things from perspectives you didn't even think to consider. Her stream of consciousness thought process and spontaneous idea generation is impressive and refreshing.

Jennifer is Redhead's founding partner. She has served a variety of clients in both the for-profit and non-profit sectors. Clients such as the Natural Resources Defense Council, Ingham Intermediate School District, Governor's Council on Physical Fitness, Michigan State University Extension, and Lansing State Journal have all relied on Jennifer to smartly guide their work to another level. She and her husband juggle three smart and busy boys, take on curious hobbies such as crafting scrap metal art and urban chicken farming, and are both avid volunteers. Jennifer serves on the board of directors for the Old Town Commercial Association, where she assists with placemaking and revitalization efforts. She was named one of “10 Over the Next 10”— young business people who not only excel in their fields, but who are also involved in their community and invested in Michigan's future.

Jennifer has a degree in journalism from Michigan State University. She has been in the field of graphic design and marketing for 17 years.



Redhead Design Studio | 1135 N. Washington, Lansing, MI 48906 | [virtualredhead.com](http://virtualredhead.com) | 517-853-3681

## *The Redhead Team*

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### **Amanda Brackel Willbee—Design Director**

Amanda's design creations are inspired by her love of craftsman architecture, juxtaposition of nature and industry, and all things vintage. Amanda has worked as senior art director, graphic designer, and illustrator for accounts including Target, Clorox, and Ford Motor Company. She has also designed products for JoAnn Fabrics, Michael's, Home Goods, and more. Her work has been highlighted in InStyle magazine and on the Tyra Banks Show.

Amanda enjoys designing interior spaces, entertaining, and painting. Her paintings have been featured in group and individual shows and hung in the Fisher Building in Detroit, the Empire State Building in NYC, and other landmark locations. She also adores her two pooches, Brody and Oliver. You'd love them too, and if you want to meet them, check out one of Amanda's "pet" projects: <http://oliverisyourfriend.com>.

Amanda graduated with a fine art degree from Western Michigan and has a decade of agency experience.



### **Ashley Brimley —Designer**

Ashley's process for everything in life is this: exploration, innovation, creation. She possesses an entrepreneur's passion, an analyst's mind and an artist's hand. At a tender age, she's already founded her own startup—folyo.co—a social e-commerce platform that allows art students to sell their work. In fact, she has many roots in Lansing's entrepreneurial community.

In the office Ashley enjoys logo design, finding a happy medium between visuals and type, doodling with Sharpies, exploring new mediums and experimenting with extremes. Outside of the office, she views the world via the lens of her camera. Ashley holds a BFA in Graphic Design and Photography from Michigan State University.



### **Travis Vander Sloot—Front-End Developer**

Travis brings an eye for clean, structured web design, translating ideas into functional and fun websites. He draws on his love of graphic design and the challenge of adapting classic concepts to a flexible web environment. Travis lets form follow function, conquering complex web structures with his elegant and easy-to-navigate user interfaces.

At home, Travis grows his own wheat grass and likes to read science fiction. He grew up in rural Michigan with horses, and has called the Czech Republic and Denmark home. Travis holds a bachelor of art in psychology from Michigan State University.



## *The Redhead Team*

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### **Jake Johns—Web Developer, Digital Media Guy and Resident Nerd**

Jake has a rare brain—versed in both art and science. He's an incredibly intelligent and well-informed strategic thinker who often has poignant remarks regarding readability and usability issues for everything from magazines to websites. In his own words, Jake is “a big nerd.” He's studied technology and the intricacies of web languages in his free time since elementary school, and is an expert in both client- and server-side solutions. If that sounds like a foreign language to you, you're not alone. That's why we love having him around—Jake is fluent in languages most of us don't know exist. From complex databases to CMS, he's one of the best web developers around and works hard to make sure our clients digital work is stellar.

Oh, and in his spare time he creates amazing poster art, studies political complexities, and would happily debate the merits of capitalism with you. Then there was that one time his sister made him sing some Barry Manilow. But he doesn't talk about that much.



### **Allie Muchmore—Client Development and Social Media Director**

Allie brings a very unique perspective to Redhead. You would think her Type-A project management skills and experience in environmental policy wouldn't be found in a “creative” field. But it turns out, she's got creativity in her DNA. Allie is adept at everything from event planning and strategy-building to public outreach and audience engagement. In her previous role at the Michigan Environmental Council, she managed event planning and promotion, social media strategy and policy research. But it was her innate eye for aesthetic excellence and sunny disposition that drew us to her as the perfect fit to ensure Redhead's clients enjoy both the creativity and the organization that's required on complicated projects.

Allie holds a bachelor of science in environmental economics and policy from Michigan State University. She currently serves as the marketing advisor for Kappa Alpha Theta at MSU.



### **Racha Kardahji—Account Services Director**

Racha's roots stem from Lebanon and the metropolis Dubai, but she's decided to call our lovely borough of Lansing home. She speaks multiple languages and is still connected with her family and friends in her adopted emirate. Racha brings an international perspective to Redhead. Her strategic and organizational talent help us keep client projects flowing in a timely fashion, and keep Redhead running like a well-oiled machine. She has a keen eye for detail, a burning desire for grammatical perfection, and thrives on processes and specifics. Racha is an avid reader, writer, board-game player, and self-proclaimed nerd (there's a TARDIS USB hub on her desk).

Racha has a bachelor of business administration and marketing from Northwood University, and a master of strategic management from Davenport University.



## *The Redhead Team*

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### **Shannon Beczkiewicz—Office Assistant**

Shannon is Redhead's "Gal Friday." In any given day, she may bounce between researching, copy editing, and keeping the office supplied. But this is no ordinary office assistant. After a decade of working in political communications, she carries heaps of minutia, trivia, puns and oddball anecdotes (mostly true and occasionally inappropriate) in her redheaded head. Shannon fills her down time with knitting and sewing. But it isn't all quiet crafting. On Saturday nights, you may find her on roller skates refereeing roller derby bouts.

Shannon has a degree in journalism and political science from Butler University and has worked in communications and for political candidates and elected officials for 10 years.



### **Linda Estill—Office Manager**

Linda is the glue who makes sure this passel full of creative types has its head on straight. Need 400 matchbox-sized CATA bus replicas in time for an event? Linda will find them. Need to make sure that mailing list is split correctly, with the right custom mailer going to the right custom mailee? Linda's on it. She also keeps the book, writes project estimates, sends invoices, gathers print and mailing quotes, and manages just about all the logistical details around Redhead.

And no, it's not a coincidence that her last name is "Estill." She happens to be Jen's mother-in-law, and sort of the ipso facto mom about the office. She keeps us all in line, in the black, and on top of every single detail.



## *Our Rates*

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Redhead Design Studio's estimates are based on a standard hourly rate of \$120/hour. This includes consultative services, conceptual design work, meetings and communications with your leadership, strategic thinking and planning, graphic design services and web development services. It also includes time for administrative services, pre-press and production services, photo correction, web maintenance services and technical assistance.

You will find our rates to be competitive for established, proven and award-winning creative shops.

October 28, 2014

City of Wyoming  
Purchasing Department  
Wyoming City Hall  
1155 28th Street SW  
PO Box 905  
Wyoming, MI 49509

**CITY OF WYOMING WEBSITE RE-DESIGN**

Consultation, planning, re-design and re-development of the website for the City of Wyoming. Our estimate includes services from initial consultation through design, development and completion, with workflow and budget as indicated below. We understand that the website will be a fully functioning, user-intuitive CMS with various user roles and authorization levels. We also understand that all City departments shall be represented to ensure appropriate representation of City services and industry best-practices will be utilized.

Training and a full user manual will be provided to the client team upon website completion.

**Stage 1: Content audit & site planning**

**34 hours**

Consultation with client and planning for specific structure and function of websites.

- Consultation, formal intake meeting, and internal research.
- Final content outline provided by client, including all required navigation points and site elements.
- Audit of interactive and dynamic features that are currently available on the site.
- Outline of all site elements and technical functions/modules to be built for the sites.

**Please note:** Redhead Design Studio reserves the right to modify budgets and scopes of Stages 2 and 3 if content planning reveals significant changes in required capabilities beyond our current understanding.

October 28, 2014

City of Wyoming  
Purchasing Department  
Wyoming City Hall  
1155 28th Street SW  
PO Box 905  
Wyoming, MI 49509

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**WEBSITE DESIGN CONTINUED**

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**Stage 2: Web Application Construction**

**76 hours**

All applicable programming and development to construct functioning web application and data presentation for a website. This stage includes:

- Construction of necessary data persistence infrastructure, business logic, and interface including development of functions/modules outlined in Stage 1.
- Application beta: client to test applicable site functions & provide feedback which should include any minor alterations to function or business logic. Significant changes in scope at this point may increase cost and delay development. The fundamental aspects of the project should have been significantly worked out during Stage 1.
- Includes up to one round of beta review.

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**Stage 3: Visual Styling & Design**

**56 Hours**

Creative direction, design and development of visual look of website. This stage includes:

- Presentation of two unique visual concepts for overall look & feel of the site, based upon discovery in Stage 1 and client-provided priorities.
- Implementation of site-wide graphic theme, including applicable html, scripts, and css and all related templates for the various levels of the website.
- Development of responsive design to make site tablet and mobile-friendly.
- Visual beta: client to review site for overall look, user experience and accessibility concerns.

**Please note:** any alteration of, or addition to, site function at this time will result in additional charges.

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**User Training & Manual Development**

**12 Hours**

Hours include development of comprehensive user manual (digital and print versions will be provided) and 4 hours of client-training on the new CMS.

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**Project Management**

**10 Hours**

Hours include consultation with primary contacts, associated project management time, and all associated administrative time.

October 28, 2014

City of Wyoming  
Purchasing Department  
Wyoming City Hall  
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**WEBSITE DESIGN DETAILS**

**Site Compatibility & Validity**

- Site to be programmed to meet W3 accessibility guidelines and be section 508 compliant.
- Site to be mobile-device compatible.
- Site to be developed for a Microsoft Windows based server and to be Microsoft SQL compatible.
- Site to be developed, to the best of our ability, so that integrity of the website is intact within language translation processes, in mobile and electronic devices.
- Site to be developed to comply with ADA rules and regulations.
- Site to be developed for optimal function in current versions, plus most recent legacy version, of all major browsers. For older browser versions, we ensure appropriate content presentation. Full function and graphic presentation for older browser versions may result in additional charges.
- Site to be developed to include Google Analytics—account information will be provided to whomever you designate as the touch-person for analytic reports.

**Assumptions**

- Client is responsible for all proofreading, including confirming spelling of proper names and contact information (addresses, web sites, phone numbers, technical specifications, etc.).
- Client to provide necessary background material and final copy in digital format (such as MS Word).
- Copy/content and rounds of edits from the client shall be provided in aggregate. Providing copy/content and/or edits piecemeal may result in additional project management charges.
- Proofreading services can be estimated at your request.
- Copy writing services can be estimated at your request.

**Launch Maintenance**

Estimate allots up to two hours over the course of two months for website maintenance and minor tweaks after live date. It does not allow for development of additional functions or sweeping changes in the function or organization once the site is live. Updates beyond this scope may be estimated at your request and ordered as needed.

**Population of Site**

Population of site with client-provided content. Final content must be to Redhead before we begin work.

**Hosting**

Hosting of website is assumed to be handled internally by the City of Wyoming.

*ESTIMATE for SERVICES*

*PROP 209*

October 28, 2014

City of Wyoming  
Purchasing Department  
Wyoming City Hall  
1155 28th Street SW  
PO Box 905  
Wyoming, MI 49509

CITY OF WYOMING WEBSITE REDESIGN & DEVELOPMENT ESTIMATE.....\$ 22,560.00

**Terms:**

- A signed estimate or purchase order is required to begin work.
- A production schedule will be provided three days after a signed estimate. Both client and Redhead must approve schedule before work commences.
- If the client is unable to adhere to the approved production schedule, a new/revised schedule will be outlined, which may cause the end date of a project to change.
- Deposit of 25% due upon acceptance of estimate, additional billings will be made monthly or according to progress made on the project.
- Client alterations and/or additional rounds of edits above what is included in this estimate will be billed at Redhead Design Studio's hourly rates of \$120/hour.
- In the event of a client's cancellation of project, or absence of progress or communication of more than 1 month, we will invoice for work completed to date, including expenses.
- Additional stock photography needed beyond stated budget, will be billed, separately.
- All unfinished work or unused concepts remain property of Redhead Design Studio.
- Client retains rights of reproduction of all completed concepts and/or finished creative products.
- Redhead Design Studio reserves the right to use all work for our own promotional materials.
- Invoices due Net 30.
- Payments made with a credit card will include a 4% surcharge.

**Assumptions:**

- Client to provide all logos or necessary artwork as vector-based or high-resolution digital format (.tif or .eps preferred).
- Client is responsible for all proofreading, including confirming spelling of proper names and contact information (addresses, web sites, phone numbers, technical specifications, etc.).
- Client to provide necessary background material and final copy in digital format (such as MS Word document).
- Copy/content and rounds of edits from the client shall be provided in aggregate. Providing copy/content and/or edits piecemeal may result in additional project management charges.
- Proofreading services can be estimated at your request.
- Copywriting services can be estimated at your request.

I accept this estimate and authorize Redhead Design Studio to begin work.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
PSC Number

\_\_\_\_\_  
Date

## References

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**Sara Gold**

**Director, Michigan No Kid Hungry**

United Way for Southeastern

Michigan

660 Woodward Ave #300

Detroit, MI 48226

(p) 313.415.2919

“Redhead Design Studio has gone above and beyond to meet our needs. They are flexible, accommodating and have become more than just a design firm; they are partners in our work. The brand that they created for us has energized the summer meals program in Michigan and has helped us increase participation. That brand, Meet Up and Eat Up, has captured national attention as a best practice in marketing and messaging! We look forward to continuing to partner with Redhead on future projects.”

**Danelle Smith**

**Prosperity Coalition Coordinator**

Michigan League for Public Policy

Lansing, MI

(p) 517-487-5436

“The Redhead team made the perfect partners for our branding and design efforts. They went beyond our expectations in offering us personalized attention, creative ideas and well-designed materials. Redhead is sophisticated, savvy and fun to work with.”

**Rick Pluta**

**Managing Editor/State Capitol**

**Bureau Chief**

Michigan Public Radio Network

283 Communication Arts Building

Michigan State University

East Lansing, MI 48824-1212

(p) 517.432.3120 ext. 380

“We needed an infographic to explain a complicated news story about type and font size. I went to the smartest people I know in the area of type. Redhead came up with a graphic that quickly and simply explained what the controversy. I chatted with the Reds, and then it just got done—they asked a bunch of questions and came back with something just magnificent. Our stations used the graphic on their websites. It was a quality piece of work—not just what I was looking for—better.”

**James M. Lucas Ph.D.**

**Assistant Dean**

Office of Undergraduate Education

Michigan State University

(p) 517-355-0170

“I’ve worked with the Redheads for many years. They really seem to capture the essence of their clients. Redhead takes the time to research and understand my needs, and they devise solutions beyond my expectations: highly creative designs, innovative technology, and a real understanding of their clients and community. They have become like part of our staff.”

## *In Conclusion*

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Our goal as a company is to work as a partner with our clients. We want to understand your business model, your goals, how you need to grow. We enjoy clients who are good people, have missions we can believe in, and take pride in their contribution to society. We produce great work in all mediums—from print, to web, to radio, and beyond—and work to form lasting relationships with our clients. Our goal is a true partnership.

Thank you for taking the time to review this proposal, and for considering Redhead Design Studio for your communication and design needs over the next year. We are very enthusiastic about the prospect of working with you! We hope you'll choose Redhead as your partner, and we promise that we will give you the service, professionalism and creativity you deserve.

**Allie Muchmore**  
**Client Relations & Social Media Director**  
allie@virtualredhead.com

**Jennifer Estill**  
**Co-Owner | Creative Strategist**  
jennifer@virtualredhead.com

**Amy Moore**  
**Co-Owner | Creative Strategist**  
amy@virtualredhead.com



CITY OF WYOMING

P.O. BOX 905
1155 - 28TH STREET SW
WYOMING, MICHIGAN 49509-0905

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Contractor hereby agrees to abide by the following requirements for affirmative action with respect to the work to be performed under this Contract.

- 1. Contractor shall not discriminate against any employee or applicant for employment because of color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
2. In soliciting or advertising for employees placed by or on behalf of Contractor, Contractor shall state that all qualified applicants will receive consideration for employment without regard to color, race, religion, sex, national origin, height, weight, age or handicap or any other reason prohibited by federal or state law. For this purpose it shall suffice to place the words "An Equal Opportunity Employer" in the advertisement and a predominant place at the office of said Contractor.
3. Contractor shall send notice of the City's policy regarding equal employment to each labor union or representative of workers with which Contractor has any agreement, contract or other understanding.
4. Contractor shall furnish information and reports as requested by the City in accordance with this policy. Contractor shall provide access to his/her employment books, records and account to any duly authorized representative of the City in order to allow such representative to assert whether or not this policy is being complied with by Contractor.
5. Contractor shall post this policy in conspicuous places so as to be available to all employees and applicants for employment.
6. In the event the City determines that the Contractor has failed to abide by the terms stated in this policy, the City may, at its option, withhold payments until full compliance by the requirements of this policy are compiled by the Contractor or may choose to terminate the Contract. The City may further choose to bar said Contractor from further contracts until such time as compliance with the requirements contained herein is achieved.

CONTRACTOR

[Handwritten Signature]
Signature (Required)

ORIGINAL



CITY OF WYOMING
INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

Redhead Design Studio

Client Relations + Social Media

COMPANY NAME

TITLE

[Handwritten Signature]

1/8/15

SIGNATURE

DATE



ORIGINAL

REQUEST FOR QUALIFICATIONS FORM

**RFQ to be received by the:**

City of Wyoming Purchasing Department  
Wyoming City Hall  
1155 - 28<sup>th</sup> Street SW / P.O. Box 905  
Wyoming, MI 49509-0905

RFQ shall be clearly labeled: **Website Redesign Development Service & Maintenance System RFQ**

Due: 11:00 A.M.; October 28, 2014

Terms: Website Re-Development

Company: Redhead Design Studio

Address: 1135 N. Washington

City: Lansing State MI Zip Code: 48906

Authorized By (Please Print): Alexandra Muchmore Authorized Signature (Required): [Signature]

Date: 1/8/15 Phone: 517-853-3681 Cell Phone: \_\_\_\_\_

Email: allie@virtualredhead.com Web Site: virtualredhead.com

Proposer certifies it is a: Proprietorship  Partnership  Corporation

Are you, or the business owner related to any elected official or employee of the City of Wyoming? Yes  No

Is the bidder a Woman Owned Company? Yes  No

Is the bidder a Minority Owned Company? Yes  No

Is the bidder a Section 3 Certified Contractor? Yes  No

ORIGINAL

AGREEMENT  
FOR WEBSITE REDESIGN

This Agreement made this        day of        2015, between the City of Wyoming, a Michigan Municipal Corporation, of 1155 – 28<sup>th</sup> St. S.W., Wyoming, MI 49509 (hereinafter “City”) and Redhead Design Studio of 1135 North Washington, Lansing, Michigan 48906 (hereinafter “Contractor”) under the following terms:

1. The City agrees to employ Contractor to provide services for website redesign for the City under the terms and conditions provided in the City bid documents referred to herein and the Proposal for Services dated October 28, 2014 (Exhibit A).
2. The following documents are hereby incorporated by reference and made a part of this Agreement:
  - A. Notice to Bidders
  - B. Request for Qualifications and related forms
  - C. Proposal for Services dated October 28, 2014.
  - D. City of Wyoming Equal Employment Opportunity Statement
  - E. Indemnification Agreement
3. At all times during the term of this Agreement, Contractor shall be considered an independent contractor and no officer, agent or employee of Contractor shall be considered an employee of the City.
4. This Agreement and the documents incorporated by reference shall contain the entire agreement between the parties and may be modified only in writing executed by each party.
5. Any notices required pursuant to the terms of this Agreement shall be provided in writing to the respective addresses of the parties by first class mail, facsimile or electronically. No oral agreement or understanding shall be considered a part of this Agreement.

6. Failure of either party at any time to enforce any provision of this Agreement or the documents incorporated shall not be considered a waiver and shall not prohibit either party from enforcing any provision of this Agreement.

CITY OF WYOMING

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli Vandenberg, Clerk

REDHEAD DESIGN STUDIO

Dated: \_\_\_\_\_

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

APPROVED:

  
\_\_\_\_\_  
Jack R. Sluiter  
City Attorney

## **Staff Report**

**From:** Andrea Boot, Treasurer  
**Date:** February 4, 2015  
**Subject:** Change of Vendor for Credit Card Payment Options  
**Meeting Date:** February 9, 2015 Council Work Session

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### RECOMMENDATION

The Treasurer's Office recommends that the City Council approves the change of third party credit card payment processing vendor from Official Payments Corp to Point & Pay, LLC to provide for enhanced and efficient credit card and e-check payment processing.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

Does not significantly impact this criterion.

#### Social Equity

The Treasurer's Office accepts various forms of payment from all customers of City regardless of income, socio-economic or residence status.

#### Economic Strength

Expanding credit card payment options and offering alternative electronic payment options to our customers are an important component to provide excellent customer service.

### DISCUSSION

In September 2007, City Council approved a zero-sum contract with Official Payments Corporation to allow for third party processing of credit card payments for property tax bills and utility bills. This set-up allows the processor to charge a convenience fee to the customer to offset the swipe fees charged by banks and credit card companies and ensures that the City receives 100% of the bill payment.

When this service was initially set up, there were limitations as to which credit card could be accepted with the convenience fee model we selected, and currently utility bills cannot be paid with VISA. Recent changes in the electronic payment industry as well as software changes at the City prompted us to evaluate our current practices. We concluded that we should be able to expand our electronic payment options available to our residents and customers and make the whole process more uniform. Currently residents who wish to pay their property taxes and/or utility bill with a credit card can do so only on-line or via an 800 phone number. These transactions are charged a 3% convenience fee. The City is not in a position to absorb swipe fees on taxes as we collect for other taxing units and cannot short their levy. We accept credit card payments at the counter for other miscellaneous charges, and these transactions are not currently subject to a convenience fee, the City absorbs the card swipe fees.

As technology and customer behavior have changed, we would like to offer the option of paying the property tax bill and/or utility bill with a credit card at the counter or over the phone with one of our staff members. At the same time, we believe it would be more equitable to treat all credit card payments equal, regardless of what is paid. I therefore recommend that all credit card payments made at the Treasurer's Office and Public Works should be subject to the convenience fee and processed through Point & Pay, with the exceptions of renter deposits, RPZ deposits and leaf trailer rental. In addition payment options would be expanded to include VISA for all transactions as well as E-Checks. The cost to the customers using these payment options is 3% with a minimum of \$2.00 for credit card transactions and a flat fee of \$3.00 for E-Checks.

All revenue generating City departments, with the exception of the Clerk's Office and Parks & Rec, are using BS&A applications. This has allowed for more uniform processing of cash receipts and displaying of data on our web site. One of the features on the BS&A Internet application is paying certain charges on-line via an integrated third-party vendor. When this was originally set up approximately seven years ago, the only vendor partnering with BS&A was Official Payments Corp. As technology has changed, BS&A expanded the third-party payment processing partnership to include Point&Pay. This vendor allows for a seamless transaction, including charging the convenience fee, not only via web or IVR (interactive voice response), but also for counter transactions.

P&P is offering the equipment and software for free, and there are no set-up fees, monthly fees, monthly minimums or annual fees. They also agreed to waive any fees associated with return checks and chargebacks. Since they are a partner with BS&A, they will work with BS&A on set-up and testing.

The timeframe for implementing this change has been discussed with our Finance Department, our IT Department, and representatives from Point & Pay. Pending Council approval for the change in third party vendors and accommodating contract, we are looking at a vendor change over and implementation in March/April 2015. The IT department has reviewed the proposed project and is in support of it as indicated by the attached memo from Gail Jacobs, Director of Information Technology.

#### BUDGET IMPACT

There are no initial costs associated with this vendor change. The proposal from Point & Pay includes equipment, implementation and software set-up, customization and training. Should additional items become necessary, an updated quote from Point & Pay would be obtained prior to seeking Council approval for additional funds.

The City would also no longer be charged any fees associated with credit card transactions, also known as swipe fees, for any transactions originating in the Treasurer's Office or Public Works. For fiscal year 2013/14, these fees came to approximately \$5,000.00.

## STAFF REPORT

**DATE:** January 21, 2015  
**SUBJECT:** Third Party Credit Card Payment Processing  
**FROM:** Gail Jacobs, Director of Information Technology  
**MEETING DATE:** February 9, 2015

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### Recommendation:

The Information Technology department supports the recommendation of the Treasurer's Office for City Council to authorize changing the third party credit card payment processing vendor from Official Payments Corp. to Point & Pay, LLC.

### Sustainability Criteria:

Environmental Quality - Approval of this request does not significantly impact environmental quality.

Social Equity - The switch to Point & Pay will allow for uniform low-cost convenience fees for most charges and will make consistent the acceptance of electronic payments on-line, over the telephone and in person.

Economic Strength - Point & Pay integrates with the BS&A cash receipting module and will allow staff the ability to more effectively serve the public. It will reduce the necessity for manual handling of payment card industry (PCI) data, improve security of transactions and help the City achieve compliance with data security standards (DSS 2.0) currently being implemented by the industry.

### Discussion:

Information Technology staff have met with Andrea Boot and various staff from the Treasurer's Office and Public Works to discuss the recommendation to change our current third party credit card processing vendor. In October of 2010, Point & Pay announced their business partnership with BS&A Software, along with the acquisition of the City of Dearborn, MI as their first BS&A client. Since then, many local governments have taken advantage of the partnership. Point & Pay integrates with our current BS&A software, and will not require significant IT support, as the service is delivered securely via the Internet. The architecture of the solution is identical to the Plug & Pay solution used in Parks & Recreation. It appears to be an excellent solution for the City of Wyoming.

### Budget Impact:

Funding for the vendor change is addressed in the staff report submitted by Andrea Boot, City Treasurer.

End of Report.

**POINT & PAY, LLC**  
**E-PAYMENT SERVICES AGREEMENT**

**Parties:**

Point & Pay, LLC (“PNP”)  
A subsidiary of NAB, doing business in Delaware

City of Wyoming, MI [(“Client”)]

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.1 Access to Payment Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this “**Agreement**”), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the “**Services**”) and payment modules (each, a “**Module**”) chosen in the attached product application (“**Product Application**”) to enable Client’s customers (“**Customers**”) to make payments to Client using a Payment Device. “**Payment Device**” means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the “**Services Description**”).

1.1.2 At the time of Client’s execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client (“**Affiliates**”). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**1.2 Client Representatives**

PNP will provide Client’s authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client’s passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client’s computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.4 Service Promotion**

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client’s newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., “Press 2 to make a payment”) or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

**1.5 Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the “**Trademarks**”) solely in connection with Client’s promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.6 Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks (“**Client Marks**”) solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client’s and PNP’s use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

## SECTION 2 COMPENSATION

### 2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### 2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

### 2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

### 2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

## SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

### 3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### 3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### 3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

### **3.4 Confidential Information**

**3.4.1** Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

**3.4.2** For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### **3.5 Exclusions**

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### **3.6 Failure to Comply**

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### **3.7 Survival**

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## **SECTION 4 WARRANTIES; DISCLAIMER**

### **4.1 Warranties**

**4.1.1** Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

**4.1.2** PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

### **4.2 Disclaimers**

**4.2.1** PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

**4.2.2** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

## SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

### 5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### 5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

### 5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

### 5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

## SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

## SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

## SECTION 8 TERM AND TERMINATION

### 8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3<sup>rd</sup>) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

### 8.2 In the Event of Breach; Effect on Affiliates

**8.2.1** Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

**8.2.2** Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

### 8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Michigan) without reference to its conflicts of law principles.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application  
If to PNP: Point & Pay, LLC  
110 State St. E, Suite D  
Oldsmar, FL 34677

**MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**APPROVED AS TO FORM:**

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

City of Wyoming, MI

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

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

Name: \_\_\_\_\_

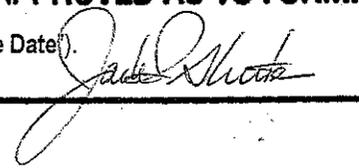
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A**  
**Services Description**

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

**Service Modules**

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

**Customer Payment Devices**

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

**Training**

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

**Support**

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

**Exhibit B**

**Client Application**

**Client Bank Banking Application**

**Product Application**



**Client Application**

(Internal Use Only)

**Partner Code:**

Partner Hierarchy:

This is a Super Partner

This is a Sub-Partner. SP Name and Code are:

Account Representative: Richard Malone

Submission Date: [Click here to enter a date.](#)

Card Readers: Quantity: 4

Target Live Date: [Click here to enter a date.](#)

Price per Reader: \$ 0

Contract terms: 3 years

**Client Profile**

Client Legal Name as filed with the IRS:

City of Wyoming, Michigan

Federal Tax ID:

DBA:

Address:

City:

State:

Zip:

Phone # to display in  
Customer Receipts:

Website Address:

**Contacts**

Primary Contact Name:

Primary Phone #:

Primary Email:

Technical Contact:

Technical Phone #:

Technical Email:

Accounting Contact:

Accounting Phone #:

Accounting Email:

Customer Service Contact:

Customer Service Phone:

Customer Service Email:

**Notes**

**Signatures**

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at [www.pointandpay.com/agreement](http://www.pointandpay.com/agreement)

Signature

Title

[Click here to enter a date.](#)

Name (Print)

Date



### Client Banking Info

**Client Name:**  
City of Wyoming, MI

**Client Code (if available):**

#### Deposits

Funds will be deposited into the bank account specified below per the terms of your agreement with Point & Pay. Use more sheets if necessary or attach a file with details. If all products use the same info please enter "All" under Product Name. Please provide a **VOIDED Check** for each bank account

#	Product(s) Name	Bank Name	Routing #	Account #	Account Type	Bank Full Address. If same use " "
1	Summer Tax				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
2	Winter Tax				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
3	Utility Bills				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
4	Receipt Item Codes				<input type="checkbox"/> Check. <input type="checkbox"/> Savings	
5					<input type="checkbox"/> Check. <input type="checkbox"/> Savings	

#### TOTAL NUMBER OF DEPOSITS EXPECTED

1

#### Debit Details. Select ONE of the options below.

- Net Settlement:
- Debit. Note: Point and Pay only can debit one bank account.

Debits: Funds will be debited from the specified bank account for returned items per the terms of your agreement with Point & Pay. Partners must contact their banks and provide the PNP originator ID 3333308324 to allow debits.

Bank Name	Routing #	Account #	Account Type	Bank Full Address
<input type="checkbox"/> Same as Above			<input type="checkbox"/> Check. <input type="checkbox"/> Savings	

#### Signatures

Name (Print)

Signature



# New Product Worksheet

**Client Name**  
City of Wyoming, MI

**Client Code (if available):**

Name of Product/Payment Type: Leaf Trailer Rental

Total Collections for Payment Type: \$ \_\_\_\_\_

Average Payment Amount: \$ \_\_\_\_\_

Highest Payment Amount: \$ \_\_\_\_\_

**Classification:**

Tax (MCC 9311)                       Ambulance (MCC 4119)                       Colleges (MCC 8220)

Utility (MCC 4900)                       Insurance (MCC 6300)                       Other – Please Describe: \_\_\_\_\_

Gov. Services (MCC 9399)                       Membership Club ( 7997)

**Payment Types:**

Visa, MasterCard, Discover                       Electronic Check

AMEX                       Visa Debit Tax Program

**Channels:**

Web (E-Commerce)                       Counter PNP (Retail)                       Other – Please Describe: \_\_\_\_\_

IVR (Direct Marketing)                       Counter Other (3rd Party)                      BS&A Cash Receipting

**Technical Integration and Data Transfer:**

Parameter Passing                       File Exchange/Lookup BDIT                       Post Back

API                       Real Time Lookup (RTL)                       Revenue File (RFG) (Email or FTP)

Duplicate Payment Prevention                       Daily Transaction File

**Unique Consumer Identifier (If multiple, use attachment):** \_\_\_\_\_ **Name** \_\_\_\_\_

**Software Vendor / Contact Info:** BS&A CR

**Transaction Fees:**

<input checked="" type="checkbox"/> Fees Absorbed by Client		<input type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input checked="" type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input type="checkbox"/> E-check – Flat Fee	\$ _____	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
Interchange + 40 basis		<input type="checkbox"/> Echeck – Returned Item Fee	\$ _____		
<input type="checkbox"/> Credit Card - Percentage Fee	% _____	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		
<input type="checkbox"/> Credit Card - Minimum Fee	\$ _____				
<input type="checkbox"/> Credit Card - Chargeback Fee	\$ _____				

**Setup Fees:**

Setup Fee: 0                       Integration Fee: 0                       IVR Fee: 0                       Other Fee: 0

**Notes:**  
SAMPLE

**Client Initial:**



# New Product Worksheet

**Client Name**  
City of Wyoming-MI

**Client Code (if available):**

Name of Product/Payment Type:	Receipt Item codes
Total Collections for Payment Type:	\$ _____
Average Payment Amount:	\$ _____
Highest Payment Amount:	\$ _____

### Classification:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Tax (MCC 9311)                      | <input type="checkbox"/> Ambulance (MCC 4119)    | <input type="checkbox"/> Colleges (MCC 8220)            |
| <input type="checkbox"/> Utility (MCC 4900)                  | <input type="checkbox"/> Insurance (MCC 6300)    | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club ( 7997) |   |

### Payment Types:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX                       | <input type="checkbox"/> Visa Debit Tax Program      |

### Channels:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input type="checkbox"/> Counter PNP (Retail)                 | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> IVR (Direct Marketing)      | <input checked="" type="checkbox"/> Counter Other (3rd Party) |   |

### Technical Integration and Data Transfer:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Parameter Passing            | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back              |
| <input checked="" type="checkbox"/> API                          | <input type="checkbox"/> Real Time Lookup (RTL)    | <input type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention |  | <input type="checkbox"/> Daily Transaction File            |

Unique Consumer Identifier (If multiple, use attachment): \_\_\_\_\_ Account Number \_\_\_\_\_

Software Vendor / Contact Info: BS&A Software

### Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ _____ 50.01-100 = \$ _____ Each Additional \$100.00 = \$ _____ Each Additional \$50.00 = \$ _____	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00				
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		

### Setup Fees:

- |  |  |  |   |
|--|--|--|---|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input type="checkbox"/> Other Fee: _____ |
|--|--|--|---|

Notes: <i>Sample</i>	Client Initial: _____
-------------------------	-----------------------



# New Product Worksheet

**Client Name**  
City of Wyoming-MI

**Client Code (if available):**

Name of Product/Payment Type: Summer Tax

Total Collections for Payment Type: \$ \_\_\_\_\_

Average Payment Amount: \$ \_\_\_\_\_

Highest Payment Amount: \$ \_\_\_\_\_

### Classification:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119)    | <input type="checkbox"/> Colleges (MCC 8220)            |
| <input type="checkbox"/> Utility (MCC 4900)        | <input type="checkbox"/> Insurance (MCC 6300)    | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399)  | <input type="checkbox"/> Membership Club ( 7997) |   |

### Payment Types:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX                       | <input type="checkbox"/> Visa Debit Tax Program      |

### Channels:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Web (E-Commerce)       | <input type="checkbox"/> Counter PNP (Retail)                 | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input checked="" type="checkbox"/> Counter Other (3rd Party) |   |

### Technical Integration and Data Transfer:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Parameter Passing            | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back                         |
| <input checked="" type="checkbox"/> API                          | <input type="checkbox"/> Real Time Lookup (RTL)    | <input checked="" type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention |  | <input type="checkbox"/> Daily Transaction File                       |

Unique Consumer Identifier (If multiple, use attachment): \_\_\_\_\_ Parcel Number \_\_\_\_\_

Software Vendor / Contact Info: BS&A Software

### Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0				

### Setup Fees:

- Setup Fee: 0       Integration Fee: 0       IVR Fee: 0       Other Fee:

Notes: Sample

Client Initial: \_\_\_\_\_



# New Product Worksheet

**Client Name**  
City of Wyoming-MI

**Client Code (if available):**

Name of Product/Payment Type: Winter Tax

Total Collections for Payment Type: \$ \_\_\_\_\_

Average Payment Amount: \$ \_\_\_\_\_

Highest Payment Amount: \$ \_\_\_\_\_

### Classification:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119)    | <input type="checkbox"/> Colleges (MCC 8220)            |
| <input type="checkbox"/> Utility (MCC 4900)        | <input type="checkbox"/> Insurance (MCC 6300)    | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399)  | <input type="checkbox"/> Membership Club ( 7997) |   |

### Payment Types:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX                       | <input type="checkbox"/> Visa Debit Tax Program      |

### Channels:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Web (E-Commerce)       | <input type="checkbox"/> Counter PNP (Retail)                 | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input checked="" type="checkbox"/> Counter Other (3rd Party) |   |

### Technical Integration and Data Transfer:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Parameter Passing            | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back                         |
| <input checked="" type="checkbox"/> API                          | <input type="checkbox"/> Real Time Lookup (RTL)    | <input checked="" type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention |  | <input type="checkbox"/> Daily Transaction File                       |

Unique Consumer Identifier (If multiple, use attachment): \_\_\_\_\_

Parcel Number \_\_\_\_\_

Software Vendor / Contact Info: BS&A Software

### Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0				

### Setup Fees:

- |  |  |  |   |
|--|--|--|---|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input type="checkbox"/> Other Fee: _____ |
|--|--|--|---|

Notes: Sample

Client Initial: \_\_\_\_\_



# New Product Worksheet

**Client Name**  
City of Wyoming-MI

**Client Code (if available):**

Name of Product/Payment Type: Utility Billing

Total Collections for Payment Type: \$ \_\_\_\_\_

Average Payment Amount: \$ \_\_\_\_\_

Highest Payment Amount: \$ \_\_\_\_\_

### Classification:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Tax (MCC 9311)                | <input type="checkbox"/> Ambulance (MCC 4119)    | <input type="checkbox"/> Colleges (MCC 8220)            |
| <input checked="" type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300)    | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399)      | <input type="checkbox"/> Membership Club ( 7997) |   |

### Payment Types:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX                       | <input type="checkbox"/> Visa Debit Tax Program      |

### Channels:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Web (E-Commerce)       | <input type="checkbox"/> Counter PNP (Retail)                 | <input type="checkbox"/> Other – Please Describe: _____ |
| <input checked="" type="checkbox"/> IVR (Direct Marketing) | <input checked="" type="checkbox"/> Counter Other (3rd Party) |   |

### Technical Integration and Data Transfer:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Parameter Passing            | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back                         |
| <input checked="" type="checkbox"/> API                          | <input type="checkbox"/> Real Time Lookup (RTL)    | <input checked="" type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention |  | <input type="checkbox"/> Daily Transaction File                       |

**Unique Consumer Identifier (If multiple, use attachment):**

**Account Number**

**Software Vendor / Contact Info:** BS&A Software

### Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100 = \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input checked="" type="checkbox"/> Echeck – Returned Item Fee	\$0.00		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00				
<input checked="" type="checkbox"/> Credit Card - Chargeback Fee	\$0	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		

### Setup Fees:

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input checked="" type="checkbox"/> IVR Fee: 0 | <input type="checkbox"/> Other Fee: |
|--|--|--|-------------------------------------|

Notes: sample

Client Initial: \_\_\_\_\_

## STAFF REPORT

**DATE:** January 27, 2015

**SUBJECT:** Utilities - WTP / Cisco Equipment - RA2301  
Department of Public Safety / Toughbook's - RA2086

**FROM:** Gail Jacobs, Director of Information Technology

**MEETING DATE:** February 9, 2015

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### Recommendation:

It is recommended that the City Council authorize payment to Netech Corporation for the purchase of Cisco equipment. This equipment will replace aging switches and routers, position us for future communications upgrades, provide for needed expansion, and provide spare equipment for coverage in the event of a hardware failure. It is also recommended that the City Council authorize payment to Advanced Wireless Telecom for the purchase of (10) Panasonic Toughbook's. The Toughbook's will replace equipment that has been utilized in Public Safety vehicles for approximately five years.

### Sustainability Criteria:

Environmental Quality - Approval of these purchases does not significantly impact environmental quality.

Social Equity - Information Technology staff continues efforts toward expanding and upgrading equipment, which is consistent with our goal of maintaining our IT infrastructure to support technology solutions, facilitate interoperability and connectivity, and support technologies/processes that increase service to our employees and/or citizens.

Economic Strength - Today's information networks are exposed to an increasing demand for uptime, speed, and reliability. The core of any computer network consists of routers and switches, which are the 'traffic cops' of the network, managing all the information that travels on the City of Wyoming information network. As with any technology, this equipment will age, become unreliable, and require updating. Information Technology staff are encouraged to implement a strategy of proactive updating of network equipment to minimize and prevent outages of the information networks to City employees and/or citizens looking for services.

### Discussion:

There is no 'industry standard' per se regarding a replacement schedule, but most organizations who have developed a replacement policy have decided on a three-to-four year schedule. The three main reasons for computer equipment replacement are cost, productivity and maintenance. We have been stretching our equipment to a four-to-five year schedule and even longer in some instances. These replacements should ensure that our hardware keeps up with the latest enhancements to various software/technologies being used.

The Cisco equipment includes routers and switches for the Water Treatment Plant at various wholesale customer SCADA sites. The Panasonic Toughbook's will replace aging Public Safety vehicle equipment, which will assist Officers in performing required assignments more effectively.

Kent County sent our bid out to whoever is registered as a potential bidder and advertised it on the County website. Four bids were received from three vendors registered to participate on the Cisco equipment Reverse Auction at a maximum price of \$28,950. Netech provided the low bid at \$24,525 and is pending the award. The actual amount being requested is reduced to \$20,335, because the items specific to the CWP were removed due to a change in project scope.

Due to Panasonic's certification requirements, we were advised by Kent County to purchase these items off of the State contract. In obtaining the State contract quote, we realized the cost of \$3,552 was higher than awarded last year to Advanced Wireless Telecom. Advanced Wireless Telecom had provided a low bid of \$3,370 for the Panasonic Toughbook last year and advised they would extend that pricing to the City of Wyoming again this year.

**Budget Impact:**

Funding (\$20,335) for the purchase of the Cisco equipment through Netch Corporation is budgeted and available in the Water Fund/Water Utility/Capital Outlay Computer Equipment account #591-591-57300-984.017.

Funding (\$33,700) for the purchase of the Panasonic Toughbook's is budgeted and available in the General Fund/Information Technology/Capital Outlay Computer Equipment account #101-258-25800-984.017.

End of Report

**Brubaker, Rachel**

---

**From:** purchasing@kentcountymi.gov  
**Sent:** Thursday, January 22, 2015 7:00 AM  
**To:** Purchasing; beth@webtecsinc.com  
**Subject:** ifbt RA2301

RA2301 closed yesterday at 10:08 AM.

Bid summary results:

<b>Awarded Vendor</b>	<b>User ID</b>	<b>Date/Time Submitted</b>	<b>Amount</b>	<b>Unit</b>
Netech Corporation	2301Ay6	01/21/2015 10:04 AM	\$24,525.20	Lot
Southern Computer Warehouse, Inc.	2301xFw	01/21/2015 08:46 AM	\$24,535.92	Lot
MJK Net Inc.	23013cK	01/16/2015 05:03 PM	\$28,750.00	Lot
MJK Net Inc.	23013cK	01/16/2015 03:39 PM	\$28,950.00	Lot

**Brinks, Calvin**

---

**From:** purchasing@kentcountymi.gov  
**Sent:** Thursday, March 27, 2014 7:00 AM  
**To:** Purchasing; beth@webtecsinc.com  
**Subject:** ifbt RA2086

RA2086 closed yesterday at 10:41 AM.

Bid summary results:

<b>Awarded Vendor</b>	<b>User ID</b>	<b>Date/Time Submitted</b>	<b>Amount</b>	<b>Unit</b>	
Stele Infotech	2086W3V	03/26/2014 10:35 AM	\$3,365.00	Each	* Not a Panasonic Certified Dealer
Advanced Wireless Telecom	20865NX	03/26/2014 10:34 AM	\$3,370.00	Each	
Stele Infotech	2086W3V	03/26/2014 10:33 AM	\$3,374.00	Each	
Advanced Wireless Telecom	20865NX	03/26/2014 10:32 AM	\$3,380.00	Each	



## City of Wyoming Reverse Auction

# 007435 Version 2  
1/23/2015

**Submitted by:**

Max Wolfgang  
616-871-1560 (office)  
[mwolfgang@netechcorp.com](mailto:mwolfgang@netechcorp.com)

Kathy Overbeck  
724-720-1904 (office)  
[koverbeck@netechcorp.com](mailto:koverbeck@netechcorp.com)

Part Number	Description	Qty	Price	Ext. Price
<b>Products</b>				
CISCO1921/K9	C1921 Modular Router 2 GE 2 EHWIC slots 512DRAM IP Base	2	\$561.65	\$1,123.30
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	2	\$0.00	\$0.00
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2	\$0.00	\$0.00
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	2	\$0.00	\$0.00
SL-19-IPB-K9	IP Base License for Cisco 1900	2	\$0.00	\$0.00
S190UK9-15501T	Cisco 1900 IOS UNIVERSAL	2	\$0.00	\$0.00
HWIC-1B-U	1-Port ISDN BRI U High-Speed WAN Interface Card	2	\$329.00	\$658.00
WS-C3850-48T-S	Cisco Catalyst 3850 48 Port Data IP Base	1	\$5,405.00	\$5,405.00
CAB-TA-NA	North America AC Type A Power Cable	1	\$0.00	\$0.00
S3850UK9-37E	CAT3850 Universal k9 image	1	\$0.00	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$0.00	\$0.00
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	1	\$0.00	\$0.00
PWR-C1-350WAC	350W AC Config 1 Power Supply	1	\$0.00	\$0.00
WS-C3850-12S-S	Cisco Catalyst 3850 12 Port GE SFP IP Base	1	\$4,700.00	\$4,700.00
CAB-TA-NA	North America AC Type A Power Cable	1	\$0.00	\$0.00
S3850UK9-33SE	CAT3850 Universal k9 image	1	\$0.00	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$0.00	\$0.00
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	1	\$0.00	\$0.00
PWR-C1-350WAC	350W AC Config 1 Power Supply	1	\$0.00	\$0.00
WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W 4 x 1G SFP LAN Base	1	\$3,099.65	\$3,099.65
CAB-16AWG-AC	AC Power cord 16AWG	1	\$0.00	\$0.00
SFP-10G-LR=	10GBASE-LR SFP Module	2	\$1,877.65	\$3,755.30
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	2	\$467.65	\$935.30
HWIC-1DSU-T1=	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$470.00	\$470.00
CAB-STACK-1M=	Cisco StackWise 1M Stacking Cable	2	\$94.00	\$188.00

Products Subtotal: **\$20,334.55**

## Reverse Auction

Prepared by:

**Netech**

Max Wolfgang  
616-871-1560  
Fax  
mwolfgang@netechcorp.com

**Inside Sales Rep**

Kathy Overbeck  
724-720-1904  
koverbeck@netechcorp.com

Prepared for:

**City of Wyoming**

1155 28th St. SW  
Wyoming, MI 49509  
Pat Firestone  
firestonep@wyomingmi.gov

Information:

**Ref ID: 007435**

Version: 2  
Delivery Date: 01/23/2015  
Expiration Date: 03/20/2015

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## Summary

Description	Amount
Products	\$20,334.55

**Total: \$20,334.55**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Product will be invoiced when delivered.

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Signature

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Date

## STAFF REPORT

Date: December 29, 2014

Subject: Rental Property Program Changes (2 to 4 Year Cycle; Fee Changes)  
2012 Property Maintenance Code with Local Amendments

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: February 9, 2015

---

**RECOMMENDATION:** It is recommended that the City Council approve changes to the Rental Property Inspection Program, its related fees, and adopt the 2012 International Property Maintenance Code with Local Amendments.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality - The Rental Inspection Program is a tool to ensure safe, habitable and maintained buildings for our residents. The program addresses interior and exterior conditions working to prevent blight or cause to be removed deteriorated properties.

- In 2014, 57% of single family and 69% of multi-family rental properties failed their initial inspection.
- In 2013, 58% of single family and 82% of multi-family rental properties failed their initial inspection.

Social Equity – As rental properties are dwellings for people to live in and raise their families, our inspection program requires that dwellings be maintained at minimum housing standards.

Economic Strength – The program works to maintain and improve all neighborhood property values via the proximity affect while protecting current and future owner investment. Economic strength of property values directly affects the City's sustainability.

**DISCUSSION:** A detailed proposal to amend the Rental Property Inspection program is attached; as a component of this approval the overall City Property Maintenance Code and related fees must be amended. Of particular note is:

- The inspection cycle changes from every 2 years to 4 for properties with less than 4 units; presumes a 4 year certification.
- Property owners may appeal the loss of a 4 year certification to the Housing Board of Appeals.
- A change from the current “quadrant” based cycle to an “expiration date” inspection cycle
- The Rental Property Owners Association (RPOA) was consulted in the development of these recommendations, including the need for a revised fee structure.

- Currently the City of Wyoming is operating under the 2009 International Property Maintenance Code with Local Amendments. Please see attached proposal.

**BUDGET IMPACT:**

The attached detailed proposal recommends fee increases to provide for the change in inspection cycles from a 2 year certification to a 4 year certification. It is recommended that an increase in both the initial and re-inspection fees be adopted so that the program is not subsidized by either construction permit fees or the General Fund.

# PROPOSED RENTAL PROGRAM CHANGES

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Rebecca Rynbrandt, Director of Community Services  
James De Lange, Chief Building Official  
Dave Rupert, Property Compliance Analyst

Acknowledgement: This report was substantially prepared by Dave Rupert, Property Compliance Analyst.

**EXECUTIVE SUMMARY: PROPOSED RENTAL INSPECTION CHANGES**

Over the past several years staff has undertaken an evaluation of the City’s Rental Property Inspection Program to determine its operational needs in ensuring public safety through habitable living environments and the protection of property values by reducing blight. A detailed review of the programs cost recovery model and inspection certification cycles was part of this process. The results of the study conclude with staff recommending to:

- 1) Increase inspection cycles for qualified properties from a two year to a four year inspection frequency for one, two and three unit rental properties.
- 2) Adjust fees to reflect changes in the inspection cycle while seeking to maintain a 100% cost recovery model.
- 3) Change the current quadrant based inspection cycle to an expiration date based inspection cycle.

These recommendations were founded on input from rental property owners, property management companies, the Rental Property Owners Association, and our own investigations of other community’s rental inspection programs.

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**RENTAL INSPECTION FREQUENCY**

Our recommendation is to offer four year certifications to property owners who own residential rental properties with fewer than four rental units. Changing to a four year inspection cycle for qualified properties rewards property owners who maintain their properties at a desired standard. We estimate 60% of inspected one, two and three-family properties will meet the standards for the four year certificate. The remaining 40% of properties that do not meet the defined standard will continue to receive a two year certificate.

Working with stakeholders, we have identified specific code violations that will disqualify properties from being awarded the four year rental certificate. The requirements address both life-safety and exterior maintenance violations, helping to ensure that the building is both safe and not a blighting influence in the neighborhood.

**PROPOSED INSPECTION FREQUENCY TABLE**

<b>Property Classification</b>	<b>Definition</b>	<b>Cycle</b>
Multi-Family	4 or more units	2 year
One & Two Family Rentals	1 – 3 units	4 year unless reduced to 2 year for cause

## CODE VIOLATION THAT DISQUALIFY PROPERTIES FROM ACHIEVING 4-YEAR RENTAL CERTIFICATE

If a property with less than four (4) units is in violation of one or more of the following maintenance violations, the property shall be issued a two (2) year certification.

### Safety:

- Smoke detector violations
- Work completed without permit
- Eminent electrical hazards
- Eminent mechanical hazards.
- Eminent building hazards

### Exterior Maintenance:

- More than one window with broken or missing glazing
- Peeling paint on more than 25% of the building and or the garage
- Loose or damaged siding, fascia or soffit materials on the house or garage
- Damaged exterior doors on the house or garage
- Damaged or excessively worn roof/shingles

### Other:

In addition to any one (1) of the above, if a property has more than four maintenance code violations the property shall receive a two (2) year certification.

Note: Failure to meet the minimum requirements for certification of rental unit(s) in accordance with the provisions of the ordinance or failure to pay any required fee shall be considered a violation of the code.

---

## **FEE CHANGES**

The change in inspection frequency will decrease the average number of inspections by approximately 400 annually. Currently, the estimated average number of combined initial and re-inspections required is 8,180 over a four year period or 2,045 per year. Implementing the four year cycle will reduce that number to an annual average of 1,645. The improvement of staffing capacity will result in reduced overtime expense and improved inspection response times for all inspection activities (rental, code enforcement, and building inspections).

The financial impact of the longer certificates is a consideration of the proposed change. Currently inspection fees recover approximately 82% of annual expenses. Changing the inspection frequency will result in a decrease in total inspections. That change will decrease inspection revenue. The result, if fees are not changed, will be a base expense recovery of approximately 71%, about an 11% difference

from what we currently collect. Inspection fees will need to be increased by 19% to maintain our current cost recovery. Raising fees by 40% will achieve approximately 100% expense recovery. We recognize that another option is to consider no fee increase; however, such requires the Building Inspection or General Fund to subsidize the Rental Inspection Program through the difference in fees.

SINGLE FAMILY RENTAL PROGRAM FEE PROPOSAL											
Current 2-Year Cycle (82%)			4-Year Subsidized Model (No Fee Change – 82%)			4-Year Current Cost Recovery Model (71%)			4-Year 100% Cost Recovery Model		
Initial Inspection Fee	Monthly Rate Calculation	Re-inspection Fee	Initial Inspection Fee	Monthly Rate Calculation	Re-Inspection Fee	Initial Inspection Fee	Monthly Rate Calculation	Re-Inspection Fee	Initial Inspection Fee	Monthly Rate Calculation	Re-Inspection Fee
\$98	\$4.08	\$80	\$98	\$2.04	\$80	\$117	\$2.43	\$95	\$137	\$2.85	\$111

A detailed review of the operational revenue/expense projections is provided in Appendix A.

---

### EXPIRATION DATE INSPECTION CYCLING

In addition to changing inspection frequencies for smaller rental properties, staff is also recommending that we change from the current “quadrant” based cycle to an expiration date inspection cycle. Property owners will have their properties certified on or before its current certificate expiration date. The merits of this proposal include:

1. It will reduce the burden of one fourth of all certificates expiring simultaneously by distributing the inspections equally throughout a year rather than grouping the expirations dates.
2. It will enable staff to add a new rental property to its inventory and inspect it as soon as it becomes a rental rather than waiting until the quadrant is due for its next inspections.
3. It will improve the workflow of multiple length certificates.
4. It is more suitable for sending automatic notices when inspections are due and when a certificate is expired.

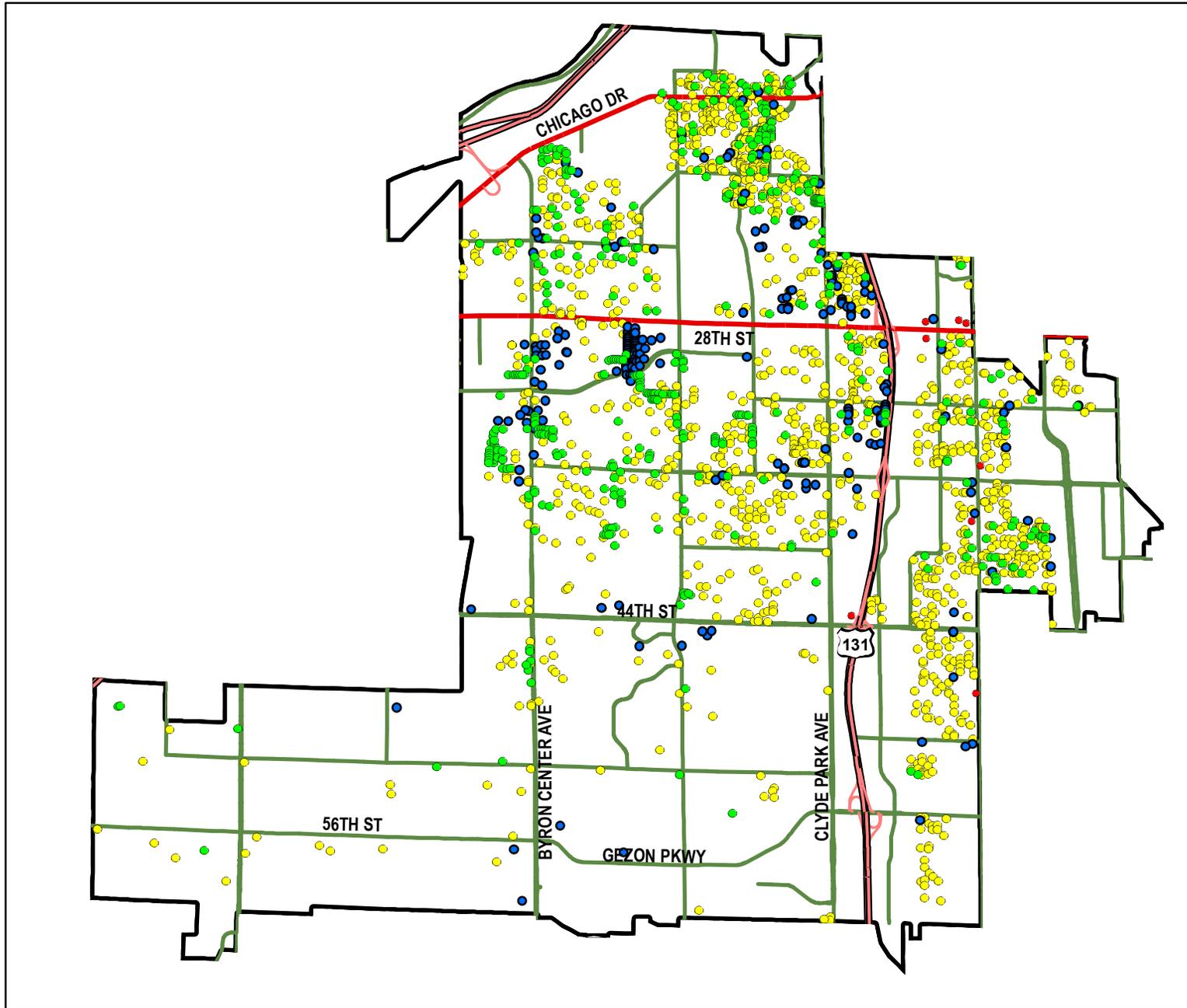
Please consider the proposed changes to the Rental Inspection Program. Staff believes that these changes are timely, rewarding to rental property owners and, if we choose, can be cost neutral. Rental property owners are eagerly awaiting their reward for providing high quality housing to the residents of Wyoming.

## APPENDIX A

The following table provides a detailed review of the revenue differences between the current inspection cycles and the proposed inspection cycle based upon proposed inspection fees.

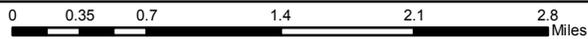
REVENUE ESTIMATES FOR PROPOSED 1 AND 2 FAMILY 4 YEAR CERTIFICATE CYCLE									
<b>CURRENT RENTAL REGISTRATION DETAILS BY QUADRANT FY 15</b>									
	Properties	Units	Inspectable units	Reinsp	Total units insp	Ini rev	re-insp rev	total rev	
Q1	446	2862	1208	302	1510	\$ 118,384	\$ 24,160	\$ 142,544	
Q2	893	2478	1475	369	1844	\$ 144,550	\$ 29,520	\$ 174,070	
Q3	466	1668	719	180	899	\$ 70,462	\$ 14,400	\$ 84,862	
Q4	155	2934	497	124	621	\$ 48,706	\$ 9,920	\$ 58,626	
	1960	9942	3899	975	4874	\$ 382,102	\$ 78,000	\$ 460,102	
<b>DETAILS BY FISCAL YEAR</b>									
FY 2015	Q1&4	601	5796	1705	426	2131	\$ 167,090	\$ 34,080	\$ 201,170
FY 2016	Q2&3	1359	4146	2194	549	2743	\$ 215,012	\$ 43,920	\$ 258,932
									\$ 460,102
<b>DETAILS BY TYPE</b>									
	Multi-Fam	216	7816	1809	452	2261	\$ 177,282	\$ 36,160	\$ 213,442
	Sing/Duplex	1744	2126	2090	523	2613	\$ 204,820	\$ 41,840	\$ 246,660
									\$ 460,102
<b>PERCENTAGES BY TYPE</b>									
	Multi-Fam	11%	79%	46%	46%	46%	46%	46%	46%
	Sing/Duplex	89%	21%	54%	54%	54%	54%	54%	54%
<b>Current estimate revenue/expenses</b>									
current annual expenses					\$ 270,700				
<b>Multi-family 2 year revenue</b>									
	Type	Number	Revenue						
	Initials	1809	\$ 177,282						
	Re-ins	452	\$ 36,160						
			\$ 213,442		\$ 106,721	multi-family per year			
<b>Single family 2 year revenue</b>									
	Initial	2090	\$ 204,820						
	Re-ins	523	\$ 41,840						
			\$ 246,660		\$ 123,330	single family per year			
Total avg revenue					\$ 230,051 Avg annual est revenue (2YR)				
Revenue less expenses					\$ (40,649)				
% short of 100% recovery					-18%				
<b>Inspection counts</b>									
Total est. inspections			4874						
Avg annual insp over 2 years			2437						
<b>Proposed revenue/Expenses with 4 year cert for single-family/duplexes</b>									
Current annual expenses					\$ 270,700				
<b>Multi-family 2 year revenue</b>									
	Type	Number	Revenue						
	Initials	1809	\$ 177,282						
	Re-inspections	452	\$ 36,160						
			\$ 213,442		\$ 106,721	multi-family per year			
<b>Single family 4 year</b>									
	Initials	2090	\$ 204,820						
	Initials (40% receive 2 yr)	836	\$ 81,928						
	Re-inspections (25% of 2090)	523	\$ 41,840						
	Re-inspections (25% of 836)	209	\$ 16,720						
			\$ 345,308		\$ 86,327	single family per year			
					\$ 193,048	Avg annual est revenue (2&4YR)			
Revenue less expenses					\$ (77,652)				
% short of 100% recovery (\$270,700)					-40%				
% short to get to current cost recovery (\$230,051)					-19%				
<b>Inspection counts</b>									
Total est. inspections			8180						
Avg annual insp over 4 years			2045						

# City of Wyoming, Michigan Rental Property (10/14/2013)



## Category

- Duplex - 420
- Hotel/Motel - 8
- Multi Family - 220
- Single Family - 1278



# City of Wyoming

## Complaint Activity Comparison Between Owner Occupied and Rental Properties

For Fiscal Years (July 1-June 30) From 2010 Thru 2014

### Residential Property Totals (as of print date below)

Total Residential Properties:	22357
Total Rental Units:	10365
Total Rental Properties:	1992

### Complaint Totals by Fiscal Year

						% Change from previous FY			
	2010	2011	2012	2013	2014	2011	2012	2013	2014
Owner Occupied	2319	1728	2067	1609	1209	-25%	20%	-22%	-25%
Duplex	119	103	121	102	91	-13%	17%	-16%	-11%
Hotel/Motel	8	6	5	11	9	-25%	-17%	120%	-18%
Multi Family	122	135	103	82	105	11%	-24%	-20%	28%
SINGLE FAMILY	466	496	622	463	317	6%	25%	-26%	-32%
<b>Total Rental Complaints</b>	<b>715</b>	<b>740</b>	<b>851</b>	<b>658</b>	<b>522</b>	<b>3%</b>	<b>15%</b>	<b>-23%</b>	<b>-21%</b>
<b>Total Complaints</b>	<b>3034</b>	<b>2468</b>	<b>2918</b>	<b>2267</b>	<b>1731</b>	<b>-19%</b>	<b>18%</b>	<b>-22%</b>	<b>-24%</b>

### Complaints as a % of total complaints

Duplex	4%	4%	4%	4%	5%
Hotel/Motel	0%	0%	0%	0%	1%
Multi Family	4%	5%	4%	4%	6%
SINGLE FAMILY	15%	20%	21%	20%	18%
All Rentals	24%	30%	29%	29%	30%

### Rental Inspection Results \*

Single Family Initial Insp.	0	458	577	469	753
Single Family Failed Initial Ins	260	212	327	273	432
% Failed on Initial Insp.	#Div/0!	46%	57%	58%	57%
Multi-Family Initial Insp.	0	83	81	90	99
Multi-Family Failed Initial Insp.	36	53	44	74	68
% Failed on Initial Insp.	#Div/0!	64%	54%	82%	69%

### Properties as a % of all residential properties

Owner Occupied	89.65%
Duplex	1.94%
Hotel/Motel	0.04%
Multi Family	0.96%
SINGLE FAMILY	5.90%
All Rentals:	8.91%

### Properties as a % of all rental properties

Owner Occupied	0.90%
Duplex	21.74%
Hotel/Motel	0.40%
Multi Family	10.74%
SINGLE FAMILY	66.21%

\* 2008, 2009, 2010 single family inspections were targeted to life safety items.

Note: Auditing of data is ongoing.

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# CHAPTER 1

## SCOPE AND ADMINISTRATION

### PART 1 — SCOPE AND APPLICATION

#### SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of ~~[NAME OF JURISDICTION]~~ *City of Wyoming*, hereinafter referred to as "this code."

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and occupants; the occupancy of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

#### SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] **102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of

buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the ~~International Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code, Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code~~, International Fire Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

~~[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.~~

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

**Exception:** Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] **102.7.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] **102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] **102.9 Application of references.** References to chapter or

section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] **102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

## PART 2 - ADMINISTRATION AND ENFORCEMENT

### SECTION 103 ~~DEPARTMENT OF PROPERTY MAINTENANCE~~ ~~INSPECTION~~ RENTAL PROGRAM

~~[A] 103.1 General.~~ The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

~~[A] 103.2 103.1 Appointment.~~ The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

~~[A] 103.3 Deputies.~~ In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

#### 103.1 ~~105.12~~ REGISTRATION AND INSPECTIONS.

a. No person shall rent, lease or offer for rent or lease any residential unit or residential property ~~containing four or more residential units~~ without first registering said unit or property with the City.

b. A residential unit or property may be rented, leased or offered for rent or lease if:

1. An application is submitted indicating the owner and manager, the number of units and buildings for which application is sought, the type of units intended, any other pertinent data sought by the Code Official.

2. All related program fees are paid based on a fee schedule as adopted by the City. The fees shall be a debt to the City, which may be assessed as a lien against the property until paid.

3. If an inspection is performed on the property based on any rental inspection schedule as adopted by the City all violations disclosed thereby are either corrected or waived by the Housing Board of Appeals.

c. A registration for properties with four (4) or more units shall be in effect for two (2) years from the date of issue unless revoked for cause by the City.

A certificate for properties with less than four (4) units shall be in effect for four (4) years from the date of issue unless revoked for cause by the city.

#### Exceptions:

If a property with less than four (4) units is in violation of

*one or more of the following, the property shall be issued a two (2) year certification.*

#### Safety:

- *Smoke detector violations*
- *Work completed without a permit*
- *Eminent electrical hazards*
- *Eminent mechanical hazards.*
- *Eminent building hazards*

#### Cosmetic:

- *More than one window with broken or missing glazing*
- *Peeling paint on more than 25% of the building and or the garage*
- *Loose or damaged siding, fascia or soffit materials on the house or garage*
- *Damaged exterior doors on the house or garage*
- *Damaged or excessively worn roof/shingles*

#### Other:

*In addition to any one (1) of the above, if a property has more than four maintenance code violations the property shall receive a two (2) year certification.*

*Failure to register and certify a rental unit in accordance with the provisions of this ordinance or failure to pay the program fees is a violation of this code.*

d. *Suspension or Revocation of registration. Any registration issued by the City under this ordinance may be suspended by the Code Official for cause, and any permit issued by the City may be suspended or revoked by the Housing Board of Appeals for cause. The owner shall have the right to a hearing before the Housing Board of Appeals on any such action of the Code Official, provided a written request therefore is filed with the City Clerk within five (5) days after receipt of notice of suspension. The Housing Board of Appeals may confirm the suspension or revoke or reinstate the license. The action taken by the Housing Board of Appeals shall be final.*

e. *Cause defined. The term "cause", as used in this article, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any registration granted under the provisions of this ordinance, or upon any premises or facilities used in connection therewith, which act, omission on condition is:*

1. *Contrary to the health, safety or welfare of the public*
2. *Unlawful or fraudulent in nature.*
3. *Unauthorized or beyond the scope of the registration.*
4. *Forbidden by the provisions of this ordinance, or any duly established rule or regulation of the City applicable to housing.*
5. *A nuisance on the registered property.*

f. *Inspections. In order to safeguard the safety, health and*

welfare of the public, the Code Official or his representative is authorized to enter any structure or premises at any reasonable time for the purpose of making inspections and performing his duties under this Code. Inspections may be made at any time on individual or multiple units as a result of a complaint or if a serious health/safety problem is suspected. Scheduled Inspections will be based on any Rental Inspection Schedule as adopted by the City.

g. *Fees.* Fees for such licenses and registration shall be set by resolution of the City Council. Such fees may reflect the cost of processing, inspection, supervision and other related costs of regulations. Fees for not complying with the rental program shall be established by resolution at the City Council.

## SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] **104.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] **104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] **104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a structure or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the structure or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] **104.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] **104.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] **104.6 Department records.** The *code official* shall keep

official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

104.7 **Liability.** The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

*104.8 Fees.* The fees for activities and services performed by the department carrying out its responsibilities under this code shall be as established by resolution of the City Council.

## SECTION 105 APPROVAL

[A] **105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or owner's representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] **105.2 Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be approved where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

[A] **105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of

compliance at no expense to the jurisdiction.

[A] **105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an approved agency.

[A] **105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] **105.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved by the *code official*.

[A] **105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] **105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

#### **~~105.12 REGISTRATION AND INSPECTIONS.~~**

~~a. No person shall rent, lease or offer for rent or lease any residential unit or residential property containing four or more residential units without first registering said unit or property with the City.~~

~~b. A residential unit or property may be rented, leased or offered for rent or lease if:~~

~~1. An application is submitted indicating the owner and manager, the number of units and buildings for which application is sought, the type of units intended, any other pertinent data sought by the Code Official.~~

~~2. All related registration fees are paid based on a fee schedule as adopted by the City. The fees shall be a debt to the City, which may be assessed as a lien against the property until paid.~~

~~3. If an inspection is performed on the property based on any rental inspection schedule as adopted by the City all violations disclosed thereby are either corrected or waived by the Housing Board of Appeals.~~

~~c. A registration shall be in effect for two (2) years from the date of issue unless revoked for cause by the City. Failure to register a rental unit in accordance with the provisions of this ordinance or failure to pay the required fee, is a violation of this code.~~

~~d. Suspension or Revocation of registration. Any registration issued by the City under this ordinance may be suspended by the Code Official for cause, and any permit issued by the City may be suspended or revoked by the Housing Board of Appeals for cause. The owner shall have the right to a hearing before the Housing Board of Appeals on any such action of the Code Official, provided a written request therefore is filed with the City Clerk within five (5) days after receipt of notice of suspension. The~~

~~Housing Board of Appeals may confirm the suspension or revoke or reinstate the license. The action taken by the Housing Board of Appeals shall be final.~~

~~e. Cause defined. The term "cause", as used in this article, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any registration granted under the provisions of this ordinance, or upon any premises or facilities used in connection therewith, which act, omission or condition is:~~

~~1. Contrary to the health, safety or welfare of the public~~

~~2. Unlawful or fraudulent in nature.~~

~~3. Unauthorized or beyond the scope of the registration.~~

~~4. Forbidden by the provisions of this ordinance, or any duly established rule or regulation of the City applicable to housing.~~

~~5. A nuisance on the registered property.~~

~~f. Inspections. In order to safeguard the safety, health and welfare of the public, the Code Official of his representative is authorized to enter any structure or premises at any reasonable time for the purpose of making inspections and performing his duties under this Code. Inspections may be made at any time on individual or multiple units as a result of a complaint or if a serious health/safety problem is suspected. Scheduled Inspections will be based on any Rental Inspection Schedule as adopted by the City.~~

~~g. Fees. Fees for such licenses and registration shall be set by resolution of the City Council. Such fees may reflect the cost of processing, inspection, supervision and other related costs of regulations.~~

## **SECTION 106 VIOLATIONS**

[A] **106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] **106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

**106.2 PENALTY.** Violation of any provision of this Article shall be a "municipal civil infraction" with civil fines as provided in Sec. 1-27 of the City Code.

[A] **106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **106.4 Violation penalties.** Any person, who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

*106.4.1 CLEAN UP/DEMOLITION COSTS. Should it become necessary for the City to either perform or hire, weed cutting, clean up or demolition on any property, all costs shall be assessed against said property as follows:*

*1. Clean up/Weed Abatement: cost plus 100%*

*2. Demolition: cost plus 50%*

~~[A] **106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.~~

*[A] 106.5 Right of Entry. At any time after written notice of violation is provided to a property owner and/or properly posted on the property, an employee of the City or any contractor employed by the City shall have the right to enter onto private property to perform any clean up, removal, demolition or any other action reasonably necessary to bring the property into compliance with the provisions of this code.*

## SECTION 107 NOTICES AND ORDERS

~~[A] **107.1 Notice to person responsible.** Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.~~

*107.1 Notice.*

*(a) General. Unless specifically provided herein, notice shall be given in accordance with Section 1-25 of the City Code.*

*(b) Dangerous Buildings: Notice of dangerous buildings and/or structure unfit for human occupancy shall be as follows:*

*(1.) Delivery in accordance with provisions of City Code Section 1-25.*

*(2.) If reasonable efforts under subsection (1) of this section have not been successful, then by posting a copy of the notice, for 24 hours in poster or letter form in a conspicuous place on the premises to be repaired or demolished.*

~~[A] **107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:~~

~~1. Be in writing.~~

~~2. Include a description of the real estate sufficient for identification.~~

~~3. Include a statement of the violation or violations and why the notice is being issued.~~

~~4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.~~

~~5. Inform the property owner of the right to appeal.~~

~~6. Include a statement of the right to file a lien in accordance with Section 106.3.~~

~~[A] **107.3 Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:~~

~~1. Delivered personally;~~

~~2. Sent by certified or first class mail addressed to the last known address; or~~

~~3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.~~

~~[A] **107.42 Unauthorized tampering.** Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.~~

~~[A] **107.53 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.~~

~~[A] **107.64 Transfer of ownership.** It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.~~

## SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

~~[A] **108.1 General.** When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.~~

~~[A] **108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty~~

construction or unstable foundation, that partial or complete collapse is possible.

**[A] 108.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the *premises* or structure.

**[A] 108.1.3 Structure unfit for human occupancy.** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

**[A] 108.1.4 Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

**[A] 108.1.5 Dangerous structure or premises.** For the purpose of this code, any structure or a *premise that has* any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdictions related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of

the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel construction, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance, ~~or~~ hazard or *blighting influence* to the public, *as determined by the Planning Department, Building Inspections Department and Housing Board of Appeals.*
12. ~~10)~~ *Whenever the Code Official estimates the cost of placing the building in safe and sanitary condition exceeds 50% of real value as determined by the City Assessor.*
13. *Any natural structure, because of dilapidation, deterioration, decay or removal of some portion of the structure or ground necessary for the support is likely to collapse, fail or give way.*

**108.1.6 ~~10.2~~ Notice of Dangerous and Unsafe Condition.** *Whenever the Code Official has declared a building as dangerous, he shall give a written notice of such declaration and the required repairs or demolition of the building to the owner of the building. Such notice shall include the following:*

1. *A description or address for the real estate.*

2. *A statement of the violations, referring to the sections of this article or any other section of the City Code.*
3. *A statement obligating the owner to bring the building into complete compliance with this code and all other applicable sections of the City Code, or to demolish and remove the building.*
4. *A reasonable time limit for the completion of the repair or demolition, not to exceed 90 days.*
5. *A statement requiring the owner to state his intentions as to the repair or demolition order within ten days. The owner shall so state his intentions in writing to the City within such ten-day period. Failure to respond shall be considered a negative response which may result in the City implementing accelerated compliance measures.*

**[A] 108.2 Closing of vacant structures.** If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

**[A] 108.2.1 Authority to disconnect service utilities.** The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

**[A] 108.3 Notice.** Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. ~~If the notice pertains to equipment, it shall also be placed on the condemned equipment.~~ The notice shall be in the form prescribed in Section ~~107.2~~ 108.1.6

**[A] 108.4 Placarding.** Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

**[A] 108.4.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who

defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**[A] 108.5 Prohibited occupancy.** Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

**[A] 108.6 Abatement methods.** The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

**[A] 108.7 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

## SECTION 109 EMERGENCY MEASURES

**[A] 109.1 Imminent danger.** When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the occupants to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

**[A] 109.2 Temporary safeguards.** Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

**[A] 109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks,

streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

**[A] 109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

**[A] 109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

**[A] 109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

## SECTION 110 DEMOLITION

**[A] 110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

~~110.1 General. It is unlawful for any owner or agent thereof to keep or maintain any dwelling, structure or part thereof, which is a dangerous building as defined herein.~~

~~(a) Definition of a Dangerous Building. As used herein "dangerous building" means any building or structure which has any of the following defects or is in any of the following conditions:~~

~~(1) Whenever any door, aisle, passageway, stairway or other means of exit does not conform to the fire code of the City of Wyoming;~~

~~(2) Whenever any portion has been damaged by fire, wind, flood or by any other cause in such a manner that the structural strength is appreciably less than it was before such catastrophe and is less than the minimum requirements of this ordinance or any building code of the City of Wyoming for a new building or similar structure, purpose of location;~~

~~(3) Whenever any portion of a member or appurtenance is likely to fall or become detached or dislodged, or to collapse and thereby injure persons or damage property;~~

~~(4) Whenever any portion has settled to such an extent that walls or other structural portions have materially~~

~~less resistance to winds than is required for new construction by this ordinance or the building code of the City of Wyoming.~~

~~(5) Whenever the building or structure or any part, because of dilapidation, deterioration, decay, faulty construction, or because of the removal or movement of some portion of the ground necessary for the purpose of supporting such building, or portion thereof, or for other reason is likely to partially or completely collapse, or some portion of the foundation or underpinning is likely to fall or give way;~~

~~(6) Whenever for any reason whatsoever the building or structure or any portion is manifestly unsafe for the purpose for which it is used.~~

~~(7) Whenever the building or structure has been so damaged by fire, wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therein to their danger, or as to afford a harbor for vagrants, criminals or immoral persons, or as to enable persons to resort thereto for the purpose of committing a nuisance of unlawful or immoral acts;~~

~~(8) Whenever a building or structure used or intended to be used for dwelling purposes, because of dilapidation, decay, damage of faulty construction or arrangement or otherwise, is insanitary or unfit for human habitation or is in a condition that is likely to cause sickness or disease when so determined by the Code Official, or is likely to work injury to the health, safety or general welfare of those living within.~~

~~(9) Whenever any building becomes vacant, dilapidated or open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.~~

~~(10) Whenever the Code Official estimates the cost of placing the building in safe and sanitary condition exceeds 50% of real value as determined by the City Assessor.~~

~~[A] 110.2 Notices and orders.~~ All notices and orders shall comply with Section 107.

~~110.2 Notice of Dangerous and Unsafe Condition. Whenever the Code Official has declared a building as dangerous, he shall give a written notice of such declaration and the required repairs or demolition of the building to the owner of the building. Such notice shall include the following:~~

~~6. A description or address for the real estate.~~

~~7. A statement of the violations, referring to the sections of this article or any other section of the City Code.~~

~~8. A statement obligating the owner to bring the building into complete compliance with this code and all other applicable sections of the City Code, or to demolish and remove the building.~~

~~9. A reasonable time limit for the completion of the repair or demolition, not to exceed 90 days.~~

~~10. A statement requiring the owner to state his intentions as to the repair or demolition order within ten days. The owner shall so state his intentions in~~

~~writing to the City within such ten-day period. Failure to respond shall be considered a negative response which may result in the City implementing accelerated compliance measures.~~

~~**110.3 Failure to comply.** If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.~~

[A] **110.3 Failure to comply.** If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate. Fees shall be charged in accordance with section 106.4.1 of this code.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

## SECTION 111 MEANS OF APPEAL

~~[A] **111.1 Application for appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.~~

~~[A] **111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.~~

*111.1 Creation. The Housing Board of Appeals is hereby created and is referred to in this article as the Housing Board.*

*111.2 Membership. The housing board shall consist of five*

*persons appointed by the city council who shall be experienced in the building and housing field by having a background as a professional engineer, architect, member of a building construction trade, industry, banking and finances, with experience in home mortgages, real estate sales or such other persons as the city council may deem able to serve the best interests of the city.*

~~[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.~~

~~[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.~~

~~[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.~~

~~[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~

~~[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.~~

~~[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.~~

~~[A] **111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two thirds of the board membership.~~

~~[A] **111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.~~

*111.3 Appointment; terms, vacancies. Each member of the housing board shall be appointed for a term of five years, except that for the first appointments members shall be appointed for one, two, three, four and five years, respectively. All vacancies shall be filled for the unexpired term.*

*111.4 Procedural rules; officers; minutes. The housing board shall adopt its own procedural rules. There shall be a chairman, vice-chairman and secretary. The secretary shall keep minutes of each meeting, and a copy shall be give to the city clerk.*

*111.5 Appeals procedure. Any person who is aggrieved with the ruling or decision of any city official which relates to the interpretation or enforcement of any of the provisions of this code may appeal such ruling or decision to the housing board. Such appeal shall be in writing on the form supplied by the city and shall be filed within ten days of such ruling*

or decision.

*111.6 Powers and duties. The housing board shall hear, review and decide appeals from any order, requirement, decision or determination made by any city official charged with the enforcement of this code. The housing board may grant variances from the terms of the housing code as will not be contrary to the public interest, where owing to special conditions, as demonstrated by facts presented to or obtained by the housing board, a literal enforcement of the provisions of this code would result in unnecessary hardship. In exercising its powers, the housing board may reverse, modify or affirm, wholly or in part, the order requirement, decision or determination appealed from, an to that extent shall have all the powers of the city official from whom the appeal was taken.*

*111.7 Conditions to be met for variations, reversals or modifications. No variation, reversal or modification of provisions of this code shall be made by the housing board unless all of the following conditions are met:*

- 1. There are exceptional or extraordinary circumstances or conditions related to the property or to the intended use which would cause unreasonable hardship by the strict enforcement of the terms of the housing code, or that the appellant would be deprived of a substantial property right.*
- 2. Property values in the near vicinity will not be adversely affected.*
- 3. The public health, safety or welfare of any person or any property will not be jeopardized.*

~~**[A] 111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.~~

~~**[A] 111.6 Board decision.** The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.~~

~~**[A] 111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.~~

~~**[A] 111.6.2 Administration.** The code official shall take immediate action in accordance with the decision of the board.~~

~~**[A] 111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.~~

~~**[A] 111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.~~

*111.8 Finding of facts. The housing board in granting or denying an appeal shall make findings of facts to each part of section PM 111.7 and such findings shall be recorded in the minutes. Any appeal granted without such finding shall*

*be void. If there is doubt as to whether an appeal should be granted, then such doubt shall be resolved in denying of the appeal.*

*111.9 Binding clause. Where an appeal has been granted by the housing board, the variations or modifications allowed shall apply to any similar requirements in other sections of this Code.*

*111.10 Court review. Any person, whether or not a previous party to the appeal, shall have the right to apply to the appropriate court for a review to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision of office of the Code Official.*

## SECTION 112 STOP WORK ORDER

**[A] 112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

**[A] 112.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

**[A] 112.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

**[A] 112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.~~ *subject to a civil infraction ticket and all penalties prescribed by local or state law.*

## CHAPTER 2

# DEFINITIONS

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the ~~International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code~~ Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code or International Fire Code, such terms shall have the meanings ascribed to them as stated in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

**201.5 Parts.** Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

### SECTION 202 GENERAL DEFINITIONS

**ABANDONED STRUCTURE.** *A structure that has been vacant for 30 or more days and meets any of the following criteria:*

- 1. Provide a location for loitering, vagrancy, unauthorized entry or other criminal activity.*
- 2. Has been boarded for at least 60 days.*
- 3. Has taxes in arrears for a period of time exceeding 365 days.*
- 4. Has a utility or utilities disconnected.*
- 5. Is not maintained in compliance with the Property Maintenance Code.*

**ANCHORED.** Secured in a manner that provides positive connection.

**[A] APPROVED.** *Approved by the code official.*

**BASEMENT.** That portion of a building which is partly or completely below grade.

**BATHROOM.** A room containing plumbing fixtures including a bathtub or shower.

**BEDROOM.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

**BLIGHT** *Any deteriorated condition of land or structure that contributes to a decrease in the aesthetics or overall desirability of the property.*

**BOARDING HOUSE, LODGING HOUSE, TOURIST HOUSE.** A building having one kitchen and used for the purpose of providing meals or lodging, or both meals and lodging, to persons other than members of the family occupying such dwelling. In the case of single-family and two-family dwellings, the number of roomers or boarders shall not exceed one per dwelling unit.

**CODE ENFORCEMENT ACTIVITY.** – *Shall mean all activities performed by city staff or designee to locate, identify and abate violations of city code.*

**A] CODE OFFICIAL.** The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

**CONDEMN.** To adjudge unfit for *occupancy*.

**DETACHED.** When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

**DETERIORATION.** To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

**[B] DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**[Z] EASEMENT.** That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

**EQUIPMENT SUPPORT.** Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

**EXTERIOR PROPERTY.** The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

**GARBAGE.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**[B] GUARD.** A building component or a system of building

components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

**[B] HABITABLE SPACE.** Space in a structure for living, sleeping, eating or cooking. *Bathrooms, toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

**HOUSEKEEPING UNIT.** A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

**IMMINENT DANGER.** A condition which could cause serious or life-threatening injury or death at any time.

**INFESTATION.** The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

**INOPERABLE MOTOR VEHICLE.** A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

**[A] LABELED.** Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

**LET FOR OCCUPANCY or LET.** To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit, rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

**NATURAL STRUCTURE.** *Any structure that is created or grown from natural sources.*

**NEGLECT.** The lack of proper maintenance for a building or *structure*.

**NOXIOUS WEEDS.** *Means an annual, biennial or perennial plant designated by the Michigan Commissioner of Agriculture as injurious to public health, the environment, public roads or other property.*

**[A] OCCUPANCY.** The purpose for which a building or portion thereof is utilized or occupied.

**OCCUPANT.** Any individual living or sleeping in a building, or having possession of a space within a building.

**ONE-FAMILY DWELLING.** A building containing one (1) dwelling unit with not more than one lodger or boarder.

**OPENABLE AREA.** That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

**OPERATOR.** Any person who has charge, care or control of a

structure or *premises* which is let or offered for occupancy.

**[A] OWNER.** Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON.** An individual, corporation, partnership or any other group acting as a unit.

**PEST ELIMINATION.** The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination methods*.

**[A] PREMISES.** A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

**PUBLIC NUISANCE.** *Includes any of the following:*

- 1. The physical condition or occupancy of any premises regarded as a public nuisance at common law;*
- 2. Any physical condition or occupancy of a premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;*
- 3. Any premises that has unsanitary sewerage or plumbing facilities;*
- 4. Any premises designated as unsafe for human habitation;*
- 5. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecured so as to endanger life, limb or property.*
- 6. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided;*
- 7. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has uncontrolled growth of weeds; or*
- 8. Any natural or man-made structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.*

**[A] PUBLIC WAY.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

**RANK VEGETATION.** *Means uncultivated plants growing at a rapid rate due to unplanned, unintentional, or accidental circumstances.*

**ROOMING HOUSE.** A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

**ROOMING UNIT.** Any room or group of rooms forming a

single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

**RUBBISH.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

**[A] SLEEPING UNIT.** A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

**STRICT LIABILITY OFFENSE.** An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

**[A] STRUCTURE.** That which is built or constructed or a portion thereof.

**TENANT.** A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

**TOILET ROOM.** A room containing a water closet or urinal but not a bathtub or shower.

**TWO-FAMILY DWELLING.** A building containing (2) dwelling units.

**ULTIMATE DEFORMATION.** The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

***VACANT STRUCTURE.*** *A structure that is vacant and does not meet the definition of the Abandoned Structure or Dangerous Building.*

**[M] VENTILATION.** The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

**WORKMANLIKE.** Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

**[Z] YARD.** An open space on the same lot with a structure.

## CHAPTER 3

# GENERAL REQUIREMENTS

### SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

**301.2 Responsibility.** The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as *owner-occupant* or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit, rooming unit or housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit, rooming unit, housekeeping unit* or *premises* which they occupy and control.

**301.3 Vacant structures and land.** All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

**301.4 ANIMALS AND BEES.** *No horse, cow, calf, swine, sheep, goat, chickens, bees, pigeons, geese, ducks, rabbits, or any protected wild animal shall be kept in any dwelling, nor shall any such animals or bees be kept on the same lot or premises with a dwelling, except under conditions prescribed by the code official so as not to constitute a nuisance to any neighbors or property and so as not to constitute any nuisance, health or safety hazard.*

### SECTION 302 EXTERIOR PROPERTY AREAS

**302.1 Sanitation.** All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

**302.2 Grading and drainage.** All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

**Exception:** *Approved* retention areas and reservoirs.

**302.3 Sidewalks and driveways.** All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

**302.4 Weeds.** All *premises* and *exterior property* shall be maintained free from weeds or ~~plant growth~~ in excess of **twelve (12) inches in height**. All noxious weeds and rank vegetation shall be prohibited. ~~Weeds shall be defined as~~

~~all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.~~

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the ~~authority having jurisdiction~~ *City*. Upon failure to comply with the notice of violation, any duly authorized employee of the ~~jurisdiction~~ *City* or contractor hired by the ~~jurisdiction~~ *City* shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property. Fees for such action shall be charged in accordance with section 106.4.1

**302.5 Rodent harborage.** All structures and *exterior property* shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

**302.6 Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

**302.7 Accessory structures.** All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

**302.8 Motor vehicles.** Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored *outdoors* on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

**Exception:** A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

**302.9 Defacement of property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

## SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

**303.1 Swimming pools.** Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

**303.2 Enclosures.** Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**Exception:** Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

## SECTION 304 EXTERIOR STRUCTURE

**304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**304.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *Michigan Building Code* or the *Michigan Existing Building Code* as required for existing buildings:

4. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
5. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
6. Structures or components thereof that have reached their limit state;
7. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
8. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
9. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
10. Exterior walls that are not *anchored* to supporting

and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;

11. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
12. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
  - [A] Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
13. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
14. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly *anchored* or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
15. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

### Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**304.2 Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and

corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**[F] 304.3 Premises identification.** Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

**304.4 Structural members.** All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

**304.5 Foundation walls.** All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

**304.6 Exterior walls.** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to

prevent *deterioration*.

**304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

**304.8 Decorative features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

**304.9 Overhang extensions.** All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.10 Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

**304.11 Chimneys and towers.** All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.12 Handrails and guards.** Every handrail and guard

shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**304.13 Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

~~304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.~~

*304.13.1 GLAZING. Every window sash shall be fully supplied with approved glazing.*

**304.13.2 Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**304.14 Insect screens.** During the period from ~~[DATE]~~ to ~~[DATE]~~, *April 1<sup>st</sup> to October 31<sup>st</sup>* every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

**304.15 Doors.** All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

**304.16 Basement hatchways.** Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

**304.17 Guards for basement windows.** Every basement window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

**304.18 Building security.** Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the occupants and property within.

**304.18.1 Doors.** Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

**304.18.2 Windows.** Operable windows located in

whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit, rooming unit or housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

**304.18.3 Basement hatchways.** *Basement* hatchways that provide access to a *dwelling unit, rooming unit or housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

**304.19 Gates.** All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

## SECTION 305 INTERIOR STRUCTURE

**305.1 General.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.*

**305.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with *the Michigan Building Code, the Michigan Residential Code or the Michigan Rehabilitation Code* ~~*International Building Code or the International Existing Building Code*~~ as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and *handrails*, are not structurally sound, not properly anchored or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

### Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**305.2 Structural members.** All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

**305.3 Interior surfaces.** All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

**305.4 Stairs and walking surfaces.** Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

**305.4 Handrails and guards.** Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**305.5 Interior doors.** Every interior door shall fit reasonably well within its frame and shall be capable of being opened

and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

**305.6 Floors.** *Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition. All floor surfaces throughout a dwelling unit shall be maintained in a sound condition, securely fastened, free of holes, tears or open areas, and kept in such a manner so as not to contribute to unsafe or unsanitary conditions.*

**305.7 FREE FROM DAMPNESS.** *Every building, basement and crawl space shall be maintained to prevent conditions conducive to decay or deterioration of the structure.*

## SECTION 306 COMPONENT SERVICEABILITY

**306.1 General.** The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

**306.1.1 Unsafe conditions.** Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the ~~*International Building Code*~~ *Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings* as required for existing buildings:

1. Soils that have been subjected to any of the

**308.2.2 Refrigerators.** Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

**308.3 Disposal of garbage.** Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

~~308.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.~~

~~308.3.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close fitting covers for the storage of such materials until removed from the premises for disposal.~~

## SECTION 309 PEST ELIMINATION

**309.1 Infestation.** All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

**309.2 Owner.** The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

**309.3 Single occupant.** The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

**309.4 Multiple occupancy.** The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such infestation in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

**309.5 Occupant.** The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

**Exception:** Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

## CHAPTER 4

# LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

### SECTION 401 GENERAL

**401.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

**401.2 Responsibility.** The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

**401.3 Alternative devices.** In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the ~~*International Building Code*~~ *Michigan Building Code*, and *Michigan Residential Code*, shall be permitted.

### SECTION 402 LIGHT

**402.1 Habitable spaces.** Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

**Exception:** Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m<sup>2</sup>). The exterior glazing area shall be based on the total floor area being served.

**402.2 Common halls and stairways.** Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m<sup>2</sup>) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

**402.3 Other spaces.** All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

### SECTION 403 VENTILATION

**403.1 Habitable spaces.** Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m<sup>2</sup>). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

**403.2 Bathrooms and toilet rooms.** Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

**403.3 Cooking facilities.** Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

#### Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

**403.4 Process ventilation.** Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

**403.5 Clothes dryer exhaust.** Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

**Exception:** Listed and *labeled* condensing (ductless) clothes dryers.

### SECTION 404 OCCUPANCY LIMITATIONS

**404.1 Privacy.** *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

**404.2 Minimum room widths.** A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any

# CHAPTER 6

## MECHANICAL AND ELECTRICAL REQUIREMENTS

### SECTION 601 GENERAL

**601.1 Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

**601.2 Responsibility.** The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

### SECTION 602 HEATING FACILITIES

**602.1 Facilities required.** Heating facilities shall be provided in structures as required by this section.

**602.2 Residential occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the ~~*International Plumbing Code Michigan Building Code*~~ or the *Michigan Residential Code* or the *Michigan Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

~~**Exception:** In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.~~

**602.3 Heat supply.** Every *owner* and operator of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat ~~during the period from [DATE] to [DATE]~~ to maintain the room temperatures specified in Section PM 602.2. ~~a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.~~

#### Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the ~~*International Plumbing Code Michigan Plumbing Code*~~.
2. In areas where the average monthly temperature

is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

**602.3 NONRESIDENTIAL STRUCTURES.** *Every enclosed occupied work space shall be supplied with sufficient heat to maintain a temperature of not less than 65 degrees F. (18 degrees C.) during all working hours.*

~~**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.~~

#### Exceptions:

- ~~a. Processing, storage and operation areas that require cooling or special temperature conditions.~~
- ~~b. Areas in which persons are primarily engaged in vigorous physical activities.~~

**602.4 Room temperature measurement.** The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

### SECTION 603 MECHANICAL EQUIPMENT

**603.1 Mechanical appliances.** All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

**603.2 Removal of combustion products.** All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

**Exception:** Fuel-burning equipment and appliances which are *labeled* for unvented operation.

**603.3 Clearances.** All required clearances to combustible materials shall be maintained.

**603.4 Safety controls.** All safety controls for fuel-burning equipment shall be maintained in effective operation.

**603.5 Combustion air.** A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

**603.6 Energy conservation devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

## SECTION 604 ELECTRICAL FACILITIES

**604.1 Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with ~~NEPA-70~~ *Michigan Building Code, the Michigan Residential Code and/or Michigan Electrical Code*. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

**604.3 Electrical system hazards.** Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

**604.3.1 Abatement of electrical hazards associated with water exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

**604.3.1.1 Electrical equipment.** Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the ~~International Building Code~~ *Michigan Building Code and/or the Michigan Residential Code or the Michigan Electrical Code*.

**Exception:** The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;

11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

**604.3.2 Abatement of electrical hazards associated with fire exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

**604.3.2.1 Electrical equipment.** Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the *Michigan Electrical code and or the Michigan Building Code and Michigan Residential Code*

**Exception:** Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

## SECTION 605 ELECTRICAL EQUIPMENT

**605.1 Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

**605.2 Receptacles.** Every *habitable* space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

**605.3 Luminaires.** Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

**605.4 Wiring.** Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

# CHAPTER 7

## FIRE SAFETY REQUIREMENT

### SECTION 701 GENERAL

**701.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

**701.2 Responsibility.** The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

### SECTION 702 MEANS OF EGRESS

**[F] 702.1 General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public* way. Means of egress shall comply with the *International Fire Code*.

**[F] 702.2 Aisles.** The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

**[F] 702.3 Locked doors.** All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*, *Michigan Residential Code* and *the Michigan Building Code*.

**[F] 702.4 Emergency escape openings.** Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

### SECTION 703 FIRE-RESISTANCE RATINGS

**[F] 703.1 Fire-resistance-rated assemblies.** The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

**[F] 703.2 Opening protectives.** Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

### SECTION 704 FIRE PROTECTION SYSTEMS

**[F] 704.1 General.** All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code* and the *Michigan Building Code* and *Michigan Residential Code* and the *Michigan Mechanical Code*

**[F] 704.1.1 Automatic sprinkler systems.** Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

**[F] 704.2 Smoke alarms.** Single- or multiple-station smoke alarms shall be installed and maintained in Group R-2, R-3 or R-4 and in dwellings not regulated in Group R occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*, *Michigan Building Code* and *Michigan Residential Code*.

**[F] 704.3 Power source.** In Group R or I-1 occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

**Exception:** Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for building wiring without the removal of interior finishes. *Where allowed battery powered smoke detector shall be energized with not less than a five year battery.*

**[F] 704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling* unit in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are

## STAFF REPORT

Date: February 3, 2015

Subject: Wyoming Senior Center Parking Lot Replacement

From: Rebecca Rynbrandt, Director of Community Service

Meeting Date: February 9, 2015 (Work Session)

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### RECOMMENDATION:

It is recommended that the City Council amend the Parks and Recreation FY 2015 Budget to reallocate funds from the Ferrand Park Renovation project to address immediate maintenance needs of parking lots at the Wyoming Senior Center (WSC).

### SUSTAINABILITY CRITERIA:

Environmental Quality – Maintaining parking lot surfaces reduce trip and fall hazards for public facility patrons. While frequented by youth and adults of all ages, the WSC has a higher level of risk exposure in this regard due to many of its attendees being elderly or having gait impairments. In addition, it is recognized that well maintained, aesthetically pleasing, contemporary public facilities are catalysts in improving and maintaining the economic vitality of community.

Social Equity – Each year attendance exceed 60,000 at the WSC. Serving the community since 1977, the center is open to the general public.

Economic Strength –It is expected that by combining this work with a bid for City Hall, Court, and Police parking lot reconstruction, the City will save money through reduced bidding expense and through efficiencies of scale. Additionally, public facilities through programmed and passive use provide for economic stimulus and community prosperity.

### DISCUSSION:

As part of the 2015 budget, City Council set aside funds to repair and reconstruct parking lots at the City Hall, Court, and Police buildings. In further evaluation, it has been determined that the parking lots at the Wyoming Senior Center are in similar or worse condition. In reviewing the matter with the Engineering Department and City Manager, it was determined that including the WSC parking lot replacement in this fiscal year would, as noted above, reduce bidding expenses, and promote better (re: lower) cost averaging pricing through economies of scale.

As this project was not included in the 2015 budget, it would be typical of us to request use of the Parks and Recreation Fund Balance to fund the project. However, in light of the Ideal Park tornado, the fund balance has been significantly reduced.

Immediately following the tornado, the decision was made to no longer pursue the renovation of Ferrand Park until we could ascertain the redevelopment needs of Ideal Park, and determine the remaining fund balance of the Parks & Recreation fund following expenses related to the tornado and need to return Ideal Park to a basic level of safety. The 2015 budget set aside \$125,000 for Ferrand Park renovation.

For detailed expense and location information please see the attached diagrams and cost estimates provided by Engineering.

**BUDGET IMPACT:**

As the Parks and Recreation Fund Balance has been significantly reduced, it is the recommendation of staff to amend the 2015 Parks and Recreation Department budget as follows:

Account Number	Project Costs	
208-752-75600-975.114	Capital Outlay Ferrand Park	(\$45,000)
208-752-75800-975.225	Capital Outlay Senior Center Imp.	\$45,000
	Net Budget Amendment	\$0

If the City Council moves this matter to the regular meeting of February 16, a budget amendment shall be prepared for their approval.

**Senior Center Parking Lot  
Parking Lot**

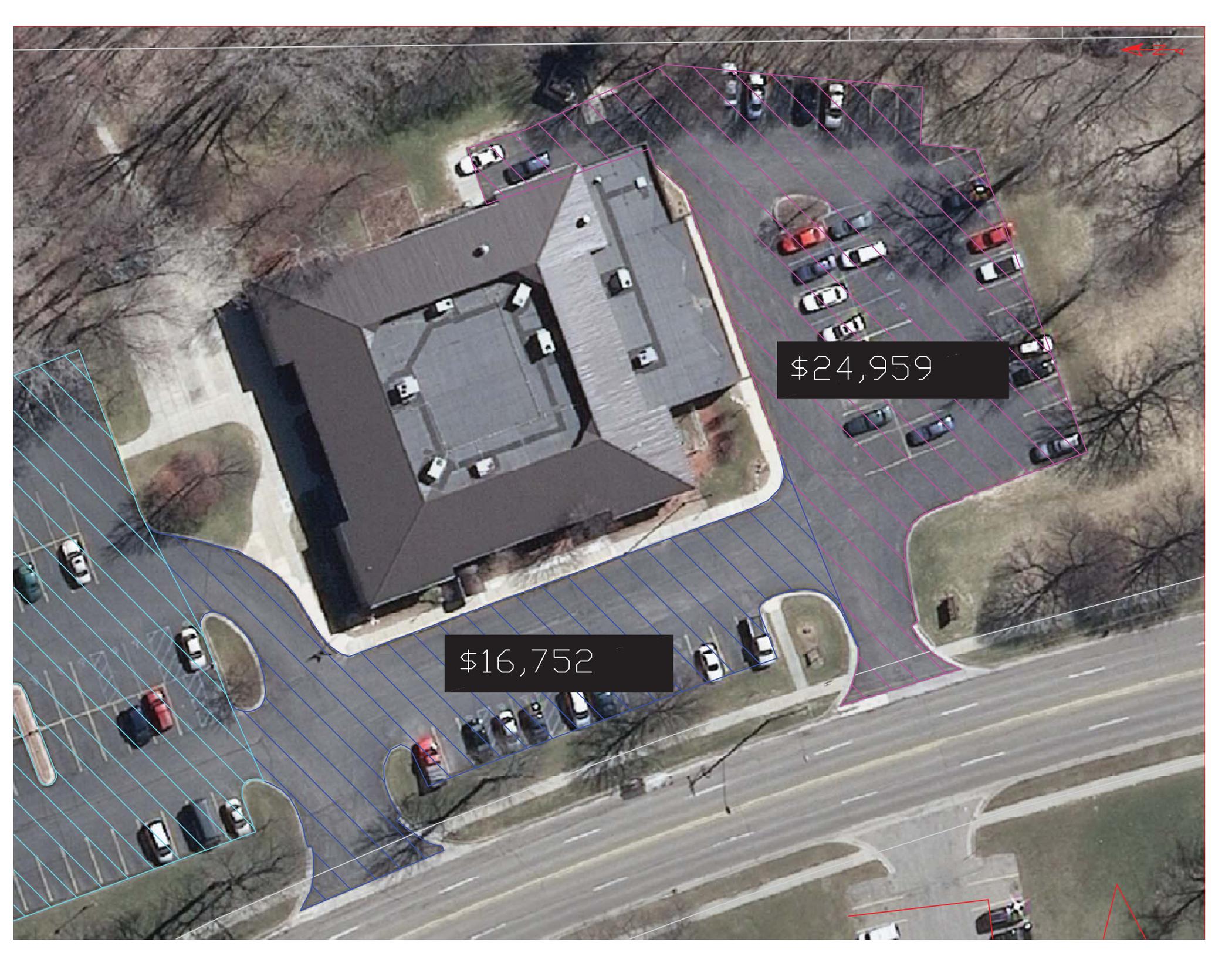
	Area of Lot Shape(s.ft.)	Milling(in.)	Square Yardage( Tonnage	Yellow Paint(LF)	Mill(SY)
Lot 1	14,500.00	1.50	1,611.11	159.50	288.00
Lot 2	21,500.00	1.50	2,388.89	236.50	764.00

**Lot 1**

Description	Units	Unit Price	Quantities	Total
Bituminous Mis 36A - 2"	Ton	\$ 60.00	159.50	\$ 9,570.00
Concrete Curb Repairs	LF	\$ 15.00	30.00	\$ 450.00
Milling	Syd	\$ 2.00	1,611.11	\$ 3,222.22
Misc Grading & Aggregate	Syd	\$ 2.00	1,611.11	\$ 3,222.22
4" Paint Yellow	LF	\$ 1.00	288.00	\$ 288.00
			Sub total	\$ 16,752.44

**Lot 2**

Description	Units	Unit Price	Quantities	Total
Bituminous Mis 36A - 2"	Ton	\$ 60.00	236.50	\$ 14,190.00
Concrete Curb Repairs	LF	\$ 15.00	30.00	\$ 450.00
Milling	Syd	\$ 2.00	2,388.89	\$ 4,777.78
Misc Grading & Aggregate	Syd	\$ 2.00	2,388.89	\$ 4,777.78
4" Paint Yellow	LF	\$ 1.00	764.00	\$ 764.00
			Sub total	\$ 24,959.56
			Total:	\$ 41,712.00



\$24,959

\$16,752



21,500 SF

14,500 SF