

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, MAY 17, 2010 AT 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation**  
Pastor John West, Southside Vineyard Christian Fellowship.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the regular meeting of May 3, 2010 and the work session of May 10, 2010.
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
  - a) Presentations
    1. 2009 Fryling/Yonker Firefighter of the Year Award, presented to Aaron Velthouse.
  - b) Proclamations
    1. National Public Works Week, May 16-22, 2010.
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**  
No. 41
- 14) Consent Agenda**  
*(All items under this section are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Council member and will be considered separately.)*
  - a) To Appoint Tim Cochran as a Representative of the City of Wyoming on the Interurban Transit Partnership Board
- 15) Resolutions**
  - b) Of Sympathy to the Family of Terry Jacamel
  - c) General Appropriations Act – To Adopt the Budget for the City of Wyoming for the Fiscal Year Ending June 30, 2011 and to Provide for the Amount to be Raised by Property Taxes
  - d) To Approve the 2010-2011 Budget for the Wyoming Downtown Development Authority
  - e) To Amend a Portion of the City of Wyoming Fee Schedule

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

- f) To Extend Employment Contracts between the City of Wyoming and the Administrative and Supervisory Association; the Police Officers Labor Council Wyoming Division; and the Police Officers Labor Council Emergency Communications Operators
- g) To Amend the Employment Contracts with the City's Bargaining Units
- h) To Amend the Employment Contract Between the City of Wyoming and the POLC Emergency Communications Operators
- i) To Authorize the City Manager to Execute a Memorandum of Understanding with the POLC Emergency Communications Operators Unit
- j) To Authorize the Mayor and City Clerk to Execute an Employment Agreement with the City Manager
- k) To Authorize a Contract for Specific Home Repair Services
- l) To Support the Project to Rehabilitate the Burlingame Avenue Bridge over Buck Creek located just south of 44<sup>th</sup> Street, Wyoming, Michigan
- m) To Authorize Final Payment to the Michigan Department of Transportation for the 28<sup>th</sup> Street Streetscape Project (Budget Amendment No. 40)
- n) To Approve Change Order Number Nine for the Construction of the Phase 1B Plant Expansion Project and to Authorize the Mayor and City Clerk to Execute the Change Order
- o) To Authorize the Purchase of Liquid Aluminum Sulfate
- p) To Authorize the Purchase of Hydrofluosilicic Acid (Fluoride)
- q) To Authorize the Purchase of Liquid Sodium Hypochlorite
- r) For Award of Bids
  - 1. Trash Pick-Up Service
  - 2. Copy Machine

**17) Ordinances**

- 3-10: To Amend Sections 90-45(3), the First Paragraph of Section 90-50, Section 90-50(2) and that Portion of the Schedule of Regulations in Section 90-891 Regulating Side Yard Setbacks in the R-2 Single Family Residential District of the Code of the City of Wyoming (Accessory Buildings & Uses, Parking and Storage of Vehicles, Side Yard Setbacks) FINAL READING
- 4-10: To Amend Section 90-796(5)(d), Section 90-799(4) Footnote (g), Section 90-800(5), and Section 90-800(9)(a) of the Code of the City of Wyoming (Signs) FINAL READING
- 5-10: To Add Article 24, Division 1 to Chapter 90 of the Code of the City of Wyoming Entitled "Alternative and Renewable Energies, Solar Energy Equipment." FINAL READING
- 6-10: To Amend Sections 10-56, 10-77, 10-121 and 10-151 and to Repeal Sections 10-177(17) Through 10-177(22) of the Code of the City of Wyoming. (Michigan Building, Residential, Electrical, Plumbing and Mechanical Codes) FINAL READING
- 7-10: To Amend Section 90-799(2)(b), Table 90-799 and Table 90-799-2 of the Code of the City of Wyoming. (Awning Signs, Primary and Secondary Sign Requirements) FINAL READING

8-10: To Add Division II Entitled “Wind Energy Turbines” and Division III Entitled “Outdoor Wood-Fired Boilers, Stoves and Furnaces” to Chapter 90 of the Code of the City of Wyoming. FIRST READING

- 18) Informational Material**
- 19) Acknowledgment of Visitors**
- 20) Closed Session** (as necessary)
- 21) Adjournment**

**PROCLAMATION**

**NATIONAL PUBLIC WORKS WEEK**

**May 16 - 22, 2010**

*WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives, and*

*WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and*

*WHEREAS, the health, safety and comfort of this community depends on these facilities and services, and upon the efforts and skill of public works officials, and*

*WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform*

*NOW, THEREFORE, I JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim the week of May 16-22, 2010, as*

**NATIONAL PUBLIC WORKS WEEK**

*in the City of Wyoming, and call upon all citizens and civic organizations to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.*

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

CITY OF WYOMING BUDGET AMENDMENT

Date: May 17, 2010

Budget Amendment No. 041

To the Wyoming City Council:

**A budget amendment is requested for the following reason: To appropriate \$9,800 of fund balance and to reclassify \$437,560 of budgetary authority to provide sufficient funding for Compensated Absences and Professional Services Relating to the Metro Act and to Balance Administrative Costs to Comply with Act 51 Limitations.**

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Public Works - Street Administration - Accrued Vacation Pay 202-441-48300-725.000	\$0	\$4,300		\$4,300
Public Works - Street Administration - Professional Services Special Legal Counsel 202-441-48300-801.000	\$0	\$5,500		\$5,500
Public Works - Street Administration - Administrative Fee 202-441-48300-802.000	\$295,320	\$43,080		\$338,400
Public Works - Street Administration - Administrative Fee Engineering Allocation 202-441-48300-802.002	\$153,610	\$68,190		\$221,800
Public Works - Street Administration - Administrative Fee PW Administration 202-441-48300-802.003	\$107,510	\$107,510		\$215,020
Public Works - Transfers - Transfers to Local Street Fund 202-441-48400-999.002	\$600,000		\$218,780	\$381,220
Fund Balance/Working Capital (Fund 202)			\$ 9,800	
<b><u>Major Streets Fund</u></b>				
Public Works - Street Administration - Administrative Fee 203-441-48300-802.000	\$172,320		\$43,080	\$129,240
Public Works - Street Administration - Administrative Fee Engineering Allocation 203-441-48300-802.002	\$97,500		\$68,190	\$29,310
Public Works - Street Administration - Administrative Fee PW Administration 203-441-48300-802.003	\$107,510		\$107,510	\$0
Transfers from Major Street Fund 203-699.002	\$600,000		\$218,780	\$381,220
Fund Balance/Working Capital				

Recommended: \_\_\_\_\_  
 Finance Director City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_  
 that the General Appropriations Act for Fiscal Year 2009-2010 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

\_\_\_\_\_  
 City Clerk

05/17/10  
Clerk/IJ

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT TIM COCHRAN AS A REPRESENTATIVE OF THE CITY OF WYOMING ON THE INTERURBAN TRANSIT PARTNERSHIP BOARD

WHEREAS, the City of Wyoming is entitled to representation on the Interurban Transit Partnership Board, and

WHEREAS, it is the desire of the Wyoming City Council to appoint Tim Cochran as a Wyoming representative to the Interurban Transit Partnership Board, now, therefore,

BE IT RESOLVED, the City Council for the City of Wyoming, Michigan, does hereby designate Tim Cochran as a representative of the City of Wyoming on the Interurban Transit Partnership Board for a term ending December 31, 2011.

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

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 17<sup>th</sup> day of May, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

05/17/10  
Clerk/IJ

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF SYMPATHY TO THE FAMILY OF TERRY JACAMEL

WHEREAS, Terry Jacamel passed away on Wednesday, April 28, 2010, and

WHEREAS, Terry Jacamel was a founding member of the Veterans Memorial Garden Committee, giving generously of his time and talents to the Committee for twelve years, and

WHEREAS, Terry Jacamel was a decorated Veteran of the war in the Vietnam, and was instrumental in the creation of the Veterans Memorial Gardens, and

WHEREAS, Terry Jacamel will be sadly missed by his family, relatives and friends, now therefore,

BE IT RESOLVED, Mayor Jack A. Poll and the City Council, on behalf of the citizens of the City of Wyoming does hereby express its deepest sympathy to Terry's wife, Julie, his children, relatives and friends.

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

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session on the 17<sup>th</sup> of May, 2010.

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Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**GENERAL APPROPRIATIONS ACT  
A RESOLUTION TO ADOPT THE BUDGET FOR THE CITY OF WYOMING  
FOR THE FISCAL YEAR ENDING JUNE 30, 2011 AND TO  
PROVIDE FOR THE AMOUNT TO BE RAISED BY PROPERTY TAXES**

**WHEREAS**, Chapter 8 of the Charter of the City of Wyoming requires that the City Manager submit a recommended budget to the City Council; that a public hearing be held on said proposed budget; and that the City Council by resolution adopt a budget for the ensuing fiscal year, make an appropriation of the money needed therefore, and designate the sum to be raised by taxation; and

**WHEREAS**, the Manager has submitted said budget recommendation and a public hearing has been held thereon; now, therefore,

**BE IT RESOLVED**, as provided in Section 8.4 of the City Charter, and in conformity with Public Act 621 of 1978, the Uniform Budgeting and Accounting Act, that the budgets attached hereto and made a part hereof by reference are hereby considered and adopted, to be administered on an activity level, with the exception of the Capital Improvement Fund, which will be administered on a project level, as the budgets of the City of Wyoming to cover the operations and expenditures thereof for the fiscal year ending June 30, 2011

**BE IT FURTHER RESOLVED** that the amount necessary to be raised by taxation by the levy of 11.6373 mills for operations (0.6880 mills greater than the base tax rate of 10.9493 mills, as defined by Public Act 5 of 1982), and levy of .2500 mills for general debt on the taxable value of all real and personal property in the City be approved as follows:

<u>Levy</u>	<u>P.A. 5 Base Rate</u>	<u>Additional Rate</u>	<u>City Tax Rate</u>	<u>Headlee Limit</u>
Operations - Charter Levies	10.8438	0.6935	11.5373	11.7905
Operations - State Levies	<u>0.1054</u>	<u>(0.0054)</u>	<u>0.1000</u>	<u>2.7890</u>
Total Operations	<u>10.9492</u>	<u>0.6881</u>	11.6373	<u>14.5795</u>
Debt Service				
Library Construction Bonds			<u>0.2500</u>	
Total Debt Service			<u>0.2500</u>	
<b>Total Tax Rate</b>			<u>11.8873</u>	

**BE IT FURTHER RESOLVED** that the City Manager be authorized to transfer necessary amounts between activities/departments within a fund and make any adjustments within a fund which do not affect ending fund balance.

Council member \_\_\_\_\_ moved, seconded by Council member \_\_\_\_\_, that the above Resolution be adopted.

Motion carried: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the Council of the City of Wyoming, Michigan, at a regular session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

**City of Wyoming**

**All Funds - Revenue and Other Sources, Expenditures and Other Uses, and Changes in Fund  
Fiscal Year 2010 - 2011**

	Fund Balance Beginning of Year	Revenue and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund	\$ 6,562,263	\$ 29,467,820	\$ 28,631,510	\$ 836,310	\$ 7,398,573
Major Street	420,506	3,454,300	3,558,960	(104,660)	315,846
Local Street	676,036	1,361,570	1,409,160	(47,590)	628,446
Public Safety	0	2,604,100	2,604,100	0	0
Fire	100	1,552,200	1,552,200	0	100
Police	100	2,606,900	2,606,900	0	100
Parks & Recreation	961,477	3,633,940	3,592,660	41,280	1,002,757
Sidewalk Snow Removal & Repair	69,919	313,550	312,220	1,330	71,249
Yard Waste Disposal	376,307	212,070	317,710	(105,640)	270,667
Inspections	46,980	1,246,160	1,238,360	7,800	54,780
Community Development Block Grant	0	863,010	863,010	0	0
Drug Law Enforcement	50,867	10,300	0	10,300	61,167
Library	822,099	259,330	427,420	(168,090)	654,009
Debt Service	228,665	1,854,270	1,892,950	(38,680)	189,985
MTF Major & Local Street Debt Service	0	1,535,450	1,535,450	0	0
Capital Improvement	1,504,255	3,930,400	4,566,280	(635,880)	868,375
Sewer*	3,592,399	16,767,000	15,714,380	1,052,620	4,645,019
Sewer Improvement Reserve*	2,089,115	105,000	115,560	(10,560)	2,078,555
Sewer Bond and Interest Reserve*	3,984,673	145,560	0	145,560	4,130,233
Water*	7,856,625	21,463,750	20,802,620	661,130	8,517,755
Water Improvement Reserve*	4,320,652	120,000	0	120,000	4,440,652
Water Bond and Interest Reserve*	3,012,749	20,000	0	20,000	3,032,749
Motor Pool*	36,596	3,750,300	3,655,110	95,190	131,786
Motor Pool Depreciation Reserve*	4,153,637	1,290,000	885,000	405,000	4,558,637
	<u>\$ 40,766,020</u>	<u>\$ 98,566,980</u>	<u>\$ 96,281,560</u>	<u>\$ 2,285,420</u>	<u>\$ 43,051,440</u>

\* Working Capital Basis

## City of Wyoming, Michigan

**General Fund**

## Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Taxes	11,772,900.00	11,734,848.00	10,789,200.00
Licenses and Permits	716,000.00	799,500.00	815,000.00
Federal Grants	785,794.00	584,930.00	4,600.00
State Grants	6,486,650.00	5,297,113.00	4,364,380.00
Contributions from Local Units	414,760.00	455,318.00	319,530.00
Charges for Service	4,059,630.00	4,054,154.00	4,265,920.00
Fines and Forfeitures	1,608,000.00	1,700,000.00	1,800,000.00
Interest and Rentals	406,810.00	310,264.00	267,740.00
Other Revenues	111,677.00	90,507.00	75,450.00
Transfers In	4,636,810.00	4,564,652.00	6,766,000.00
Revenue Totals:	<u>30,999,031.00</u>	<u>29,591,286.00</u>	<u>29,467,820.00</u>
Expenditures			
Personal Services	23,690,676.33	21,593,938.00	20,913,940.00
Supplies	607,657.00	516,825.00	536,060.00
Other Services and Charges	7,790,634.04	7,452,923.00	6,875,260.00
Capital Outlay	850,754.00	783,170.00	193,090.00
Transfers Out	87,280.00	160,392.00	113,160.00
Expenditure Totals:	<u>33,027,001.37</u>	<u>30,507,248.00</u>	<u>28,631,510.00</u>
Excess of Revenue Over/(Under) Expenses	(2,027,970.37)	(915,962.00)	836,310.00
Fund balance, beginning of year	<u>7,518,225.00</u>	<u>7,518,225.00</u>	<u>6,602,263.00</u>
Fund balance, end of year	<u><u>5,490,254.63</u></u>	<u><u>6,602,263.00</u></u>	<u><u>7,438,573.00</u></u>
<b>Tax Rate</b>	<b>4.6695</b>		<b>4.6695</b>

City of Wyoming, Michigan  
**Major Streets Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
<b>Revenues</b>			
Licenses and Permits	225,000.00	240,000.00	240,000.00
Federal Gramts	683,100.00	683,100.00	-
State Grants	3,362,000.00	3,300,220.00	3,182,300.00
Charges for Service	-	-	-
Interest and Rentals	2,000.00	2,000.00	2,000.00
Other Revenues	30,000.00	90,200.00	30,000.00
Other Financing Sources	-	-	-
Revenue Totals:	<u>4,302,100.00</u>	<u>4,315,520.00</u>	<u>3,454,300.00</u>
<b>Expenditures</b>			
Personal Services	1,398,258.00	1,334,750.00	1,266,400.00
Supplies	403,400.00	403,400.00	476,420.00
Other Services and Charges	1,327,822.00	1,517,835.00	1,455,070.00
Capital Outlay	655,600.00	655,600.00	-
Transfers Out	600,000.00	391,764.00	361,070.00
Expenditure Totals:	<u>4,385,080.00</u>	<u>4,303,349.00</u>	<u>3,558,960.00</u>
Excess of Revenue Over/(Under) Expenses	(82,980.00)	12,171.00	(104,660.00)
Fund balance, beginning of year	<u>408,335.00</u>	<u>408,335.00</u>	<u>420,506.00</u>
Fund balance, end of year	<u><u>325,355.00</u></u>	<u><u>420,506.00</u></u>	<u><u>315,846.00</u></u>

City of Wyoming, Michigan  
**Local Streets Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Licenses and Permits	15,000.00	30,000.00	30,000.00
State Grants	1,038,000.00	998,638.00	950,500.00
Charges for Service	-	-	-
Interest and Rentals	16,000.00	16,000.00	15,000.00
Other Revenues	5,000.00	26,190.00	5,000.00
Other Financing Sources	600,000.00	391,764.00	361,070.00
Revenue Totals:	<u>1,674,000.00</u>	<u>1,462,592.00</u>	<u>1,361,570.00</u>
Expenditures			
Personal Services	694,080.00	700,790.00	633,480.00
Supplies	135,500.00	135,700.00	190,990.00
Other Services and Charges	869,890.00	715,340.00	584,690.00
Capital Outlay	3,600.00	3,600.00	-
Expenditure Totals:	<u>1,703,070.00</u>	<u>1,555,430.00</u>	<u>1,409,160.00</u>
Excess of Revenue Over/(Under) Expenses	(29,070.00)	(92,838.00)	(47,590.00)
Fund balance, beginning of year	<u>768,874.00</u>	<u>768,874.00</u>	<u>676,036.00</u>
Fund balance, end of year	<u><u>739,804.00</u></u>	<u><u>676,036.00</u></u>	<u><u>628,446.00</u></u>

City of Wyoming, Michigan  
**Public Safety Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Taxes	-	-	2,597,600.00
Interest and Rentals	-	-	6,500.00
Revenue Totals:	<u>-</u>	<u>-</u>	<u>2,604,100.00</u>
Expenditures			
Transfers Out	<u>-</u>	<u>-</u>	<u>2,604,100.00</u>
	<u>-</u>	<u>-</u>	<u>2,604,100.00</u>
Excess of Revenue Over/(Under) Expenses	-	-	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
<b>Tax Rate</b>	<b>1.2500</b>		<b>1.2500</b>

City of Wyoming, Michigan

**Fire Fund**

Budget Summary

	<u>2010 Amended Budget</u>	<u>2010 Estimated Amount</u>	<u>2011 City Manager Recommended</u>
Revenues			
Taxes	1,718,400.00	1,707,369.00	1,548,200.00
Interest and Rentals	9,800.00	4,400.00	4,000.00
Revenue Totals:	<u>1,728,200.00</u>	<u>1,711,769.00</u>	<u>1,552,200.00</u>
Expenditures			
Transfers Out	1,728,200.00	1,711,769.00	1,552,200.00
Expenditure Totals:	<u>1,728,200.00</u>	<u>1,711,769.00</u>	<u>1,552,200.00</u>
Excess of Revenue Over/(Under) Expenses	-	-	-
Fund balance, beginning of year	<u>100.00</u>	<u>100.00</u>	<u>100.00</u>
Fund balance, end of year	<u><u>100.00</u></u>	<u><u>100.00</u></u>	<u><u>100.00</u></u>
<b>Tax Rate</b>	<b>0.7500</b>		<b>0.7500</b>

City of Wyoming, Michigan

**Police Fund**

Budget Summary

	<u>2010 Amended Budget</u>	<u>2010 Estimated Amount</u>	<u>2011 City Manager Recommended</u>
Revenues			
Taxes	2,863,200.00	2,845,383.00	2,600,400.00
Interest and Rentals	18,500.00	7,500.00	6,500.00
Revenue Totals:	<u>2,881,700.00</u>	<u>2,852,883.00</u>	<u>2,606,900.00</u>
Expenditures			
Transfers Out	2,881,700.00	2,852,883.00	2,606,900.00
	<u>2,881,700.00</u>	<u>2,852,883.00</u>	<u>2,606,900.00</u>
Excess of Revenue Over/(Under) Expenses	-	-	-
Fund balance, beginning of year	<u>100.00</u>	<u>100.00</u>	<u>100.00</u>
Fund balance, end of year	<u><u>100.00</u></u>	<u><u>100.00</u></u>	<u><u>100.00</u></u>
<b>Tax Rate</b>	<b>1.2500</b>		<b>1.2500</b>

City of Wyoming, Michigan  
**Parks and Recreation Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Taxes	3,437,200.00	3,411,271.00	3,117,900.00
Federal Grants	1,556,920.00	1,556,920.00	165,560.00
Contributions from Local Units	371,310.00	369,542.00	72,480.00
Charges for Service	216,450.00	241,280.00	221,600.00
Interest and Rentals	43,200.00	20,300.00	24,200.00
Other Revenues	7,760.00	48,000.00	32,200.00
Revenue Totals:	<u>5,632,840.00</u>	<u>5,647,313.00</u>	<u>3,633,940.00</u>
Expenditures			
Personal Services	3,334,283.00	3,049,775.00	2,107,880.00
Supplies	177,220.00	157,520.00	129,040.00
Other Services and Charges	1,531,667.00	1,432,522.00	1,303,740.00
Capital Outlay	1,242,450.00	1,149,870.00	52,000.00
Expenditure Totals:	<u>6,285,620.00</u>	<u>5,789,687.00</u>	<u>3,592,660.00</u>
Excess of Revenue Over/(Under) Expenses	(652,780.00)	(142,374.00)	41,280.00
Fund balance, beginning of year	<u>1,103,851.00</u>	<u>1,103,851.00</u>	<u>961,477.00</u>
Fund balance, end of year	<u><u>451,071.00</u></u>	<u><u>961,477.00</u></u>	<u><u>1,002,757.00</u></u>
<b>Tax Rate</b>	<b>1.5000</b>		<b>1.5000</b>

City of Wyoming, Michigan  
**Sidewalk Repair and Maintenance Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Taxes	343,400.00	341,123.00	311,950.00
Interest and Rentals	-	1,600.00	1,600.00
Revenue Totals:	<u>343,400.00</u>	<u>342,723.00</u>	<u>313,550.00</u>
Expenditures			
Personal Services	3,330.00	12,080.00	-
Supplies	10,000.00	2,500.00	-
Other Services and Charges	454,730.00	396,097.00	312,220.00
Expenditure Totals:	<u>468,060.00</u>	<u>410,677.00</u>	<u>312,220.00</u>
Excess of Revenue Over/(Under) Expenses	(124,660.00)	(67,954.00)	1,330.00
Fund balance, beginning of year	<u>137,873.00</u>	<u>137,873.00</u>	<u>69,919.00</u>
Fund balance, end of year	<u><u>13,213.00</u></u>	<u><u>69,919.00</u></u>	<u><u>71,249.00</u></u>
<b>Tax Rate</b>	<b>0.1500</b>		<b>0.1500</b>

City of Wyoming, Michigan  
**Yard Waste Disposal Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Taxes	229,200.00	227,395.00	208,070.00
Interest and Rentals	4,000.00	4,000.00	4,000.00
Revenue Totals:	<u>233,200.00</u>	<u>231,395.00</u>	<u>212,070.00</u>
Expenditures			
Personal Services	44,070.00	49,490.00	44,470.00
Other Services and Charges	235,770.00	247,980.00	273,240.00
Capital Outlay	-	-	-
Expenditure Totals:	<u>279,840.00</u>	<u>297,470.00</u>	<u>317,710.00</u>
Excess of Revenue Over/(Under) Expenses	(46,640.00)	(66,075.00)	(105,640.00)
Fund balance, beginning of year	<u>442,382.00</u>	<u>442,382.00</u>	<u>376,307.00</u>
Fund balance, end of year	<u><u>395,742.00</u></u>	<u><u>376,307.00</u></u>	<u><u>270,667.00</u></u>
<b>Tax Rate</b>	<b>0.1000</b>		<b>0.1000</b>

City of Wyoming, Michigan  
**Building Inspections Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Licenses and Permits	981,700.00	807,000.00	772,000.00
Federal Grants	-	-	173,000.00
Charges for Service	249,000.00	214,400.00	134,000.00
Fines and Forefeitures	46,000.00	54,000.00	54,000.00
Interest and Rentals	500.00	(1,000.00)	-
Other Revenues	-	456.00	-
Other Financing Sources	87,280.00	160,392.00	113,160.00
Revenue Totals:	<u>1,364,480.00</u>	<u>1,235,248.00</u>	<u>1,246,160.00</u>
Expenditures			
Personal Services	1,011,246.00	899,388.00	935,720.00
Supplies	8,900.00	8,100.00	10,350.00
Other Services and Charges	349,824.00	327,760.00	292,290.00
Expenditure Totals:	<u>1,369,970.00</u>	<u>1,235,248.00</u>	<u>1,238,360.00</u>
Excess of Revenue Over/(Under) Expenses	(5,490.00)	-	7,800.00
Fund balance, beginning of year	<u>46,980.00</u>	<u>46,980.00</u>	<u>46,980.00</u>
Fund balance, end of year	<u><u>41,490.00</u></u>	<u><u>46,980.00</u></u>	<u><u>54,780.00</u></u>

City of Wyoming, Michigan  
**Community Development Block Grant**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Federal Grants	2,095,725.00	1,891,937.00	579,260.00
Charges for Service	-	-	72,000.00
Interest and Rentals	13,700.00	14,400.00	13,500.00
Other Revenues	74,500.00	111,720.00	72,500.00
Other Finance Sources	-	-	125,750.00
Revenue Totals:	<u>2,183,925.00</u>	<u>2,018,057.00</u>	<u>863,010.00</u>
Expenditures			
Contingency	21,044.00	15,000.00	50,450.00
Personal Services	366,339.00	347,521.00	194,770.00
Supplies	2,450.00	2,350.00	1,400.00
Other Services and Charges	1,780,019.00	1,752,420.00	616,390.00
Expenditure Totals:	<u>2,169,852.00</u>	<u>2,117,291.00</u>	<u>863,010.00</u>
Excess of Revenue Over/(Under) Expenses	14,073.00	(99,234.00)	-
Fund balance, beginning of year	<u>99,234.00</u>	<u>99,234.00</u>	<u>-</u>
Fund balance, end of year	<u><u>113,307.00</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

City of Wyoming, Michigan  
**Drug Law Enforcement Fund**  
 Budget Summary

	<u>2010 Amended Budget</u>	<u>2010 Estimated Amount</u>	<u>2011 City Manager Recommended</u>
Revenues			
Fines and Forfeitures	10,000.00	14,777.00	10,000.00
Interest and Rentals	700.00	300.00	300.00
Revenue Totals:	<u>10,700.00</u>	<u>15,077.00</u>	<u>10,300.00</u>
Expenditures			
Transfers Out	<u>26,910.00</u>	-	-
Expenditure Totals:	<u>26,910.00</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over/(Under) Expenses	(16,210.00)	15,077.00	10,300.00
Fund balance, beginning of year	<u>35,790.00</u>	<u>35,790.00</u>	<u>50,867.00</u>
Fund balance, end of year	<u><u>19,580.00</u></u>	<u><u>50,867.00</u></u>	<u><u>61,167.00</u></u>

City of Wyoming, Michigan

**Library Fund**

Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Taxes	228,900.00	227,458.00	208,300.00
Contributions from Local Units	41,020.00	41,027.00	41,030.00
Interest and Rentals	29,000.00	10,000.00	10,000.00
Other Revenues	2,000.00	100.00	-
Revenue Totals:	<u>300,920.00</u>	<u>278,585.00</u>	<u>259,330.00</u>
Expenditures			
Supplies	33,280.00	32,500.00	32,400.00
Other Services and Charges	400,640.00	385,330.00	395,020.00
Expenditure Totals:	<u>433,920.00</u>	<u>417,830.00</u>	<u>427,420.00</u>
Excess of Revenue Over/(Under) Expenses	(133,000.00)	(139,245.00)	(168,090.00)
Fund balance, beginning of year	<u>961,344.00</u>	<u>961,344.00</u>	<u>822,099.00</u>
Fund balance, end of year	<u><u>828,344.00</u></u>	<u><u>822,099.00</u></u>	<u><u>654,009.00</u></u>
<b>Tax Rate</b>	<b>0.1000</b>		<b>0.1000</b>

City of Wyoming, Michigan  
**Debt Service Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenue			
Taxes	664,100.00	659,122.00	519,400.00
Interest and Rentals	9,000.00	3,000.00	3,000.00
Transfers In	1,435,490.00	1,434,798.00	1,331,870.00
Revenue Totals:	<u>2,108,590.00</u>	<u>2,096,920.00</u>	<u>1,854,270.00</u>
Expenditures			
Debt Service	2,016,150.00	2,012,500.00	1,892,950.00
Expenditure Totals:	<u>2,016,150.00</u>	<u>2,012,500.00</u>	<u>1,892,950.00</u>
Excess of Revenue Over/(Under) Expenses	92,440.00	84,420.00	(38,680.00)
Fund balance, beginning of year	<u>144,245.00</u>	<u>144,245.00</u>	<u>228,665.00</u>
Fund balance, end of year	<u><u>236,685.00</u></u>	<u><u>228,665.00</u></u>	<u><u>189,985.00</u></u>
<b>Tax Rate</b>	<b>0.2900</b>		<b>0.2500</b>

City of Wyoming, Michigan  
**MTF Major & LTF Local Streets Debt Service Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenue			
Interest	-	730.00	-
Other Financing Sources	1,534,300.00	1,533,570.00	1,535,450.00
Revenue Totals:	<u>1,534,300.00</u>	<u>1,534,300.00</u>	<u>1,535,450.00</u>
Expenditures			
Debt Service	1,534,300.00	1,534,300.00	1,535,450.00
Expenditure Totals:	<u>1,534,300.00</u>	<u>1,534,300.00</u>	<u>1,535,450.00</u>
Excess of Revenue Over/(Under) Expenses	-	-	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

City of Wyoming, Michigan  
**Capital Improvement Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenue			
Taxes	4,279,300.00	4,246,473.00	3,895,400.00
Federal Grants	-	-	-
Contributions from Local Units	-	-	-
Charges for Service	-	7,925.00	-
Interest and Rentals	65,000.00	35,000.00	35,000.00
Other Revenues	-	59,009.00	-
Other Financing Sources	-	-	-
Revenue Totals:	<u>4,344,300.00</u>	<u>4,348,407.00</u>	<u>3,930,400.00</u>
Expenditures			
Other Services and Charges	605,980.00	597,663.00	682,000.00
Capital Outlay	2,750,000.00	4,130,642.00	2,220,000.00
Transfers Out	1,716,160.00	1,715,276.00	1,664,280.00
Expenditure Totals:	<u>5,072,140.00</u>	<u>6,443,581.00</u>	<u>4,566,280.00</u>
Excess of Revenue Over/(Under) Expenses	(727,840.00)	(2,095,174.00)	(635,880.00)
Fund balance, beginning of year	<u>3,599,429.00</u>	<u>3,599,429.00</u>	<u>1,504,255.00</u>
Fund balance, end of year	<u><u>2,871,589.00</u></u>	<u><u>1,504,255.00</u></u>	<u><u>868,375.00</u></u>
<b>Tax Rate</b>	<b>1.8678</b>		<b>1.8678</b>

City of Wyoming, Michigan  
**Sewer Bond and Interest Reserve Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenue			
Interest and Rentals	70,000.00	25,000.00	30,000.00
Other Financing Sources	435,100.00	435,100.00	115,560.00
Revenue Totals:	<u>505,100.00</u>	<u>460,100.00</u>	<u>145,560.00</u>
Expenditures			
Transfers Out	-	-	-
Expenditure Totals:	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over/(Under) Expenses	505,100.00	460,100.00	145,560.00
Working capital, beginning of year	<u>3,524,573.00</u>	<u>3,524,573.00</u>	<u>3,984,673.00</u>
Working capital, end of year	<u><u>4,029,673.00</u></u>	<u><u>3,984,673.00</u></u>	<u><u>4,130,233.00</u></u>

City of Wyoming, Michigan  
**Sewer Construction Reserve Fund**  
 Budget Summary

	<u>2010 Amended Budget</u>	<u>2010 Estimated Amount</u>	<u>2011 City Manager Recommended</u>
Revenue			
Interest and Rentals	35,000.00	30,000.00	15,000.00
Other Financing Sources	100,000.00	90,000.00	90,000.00
Revenue Totals:	<u>135,000.00</u>	<u>120,000.00</u>	<u>105,000.00</u>
Expenditures			
Transfers Out	2,935,000.00	2,935,100.00	115,560.00
Expenditure Totals:	<u>2,935,000.00</u>	<u>2,935,100.00</u>	<u>115,560.00</u>
Excess of Revenue Over/(Under) Expenses	(2,800,000.00)	(2,815,100.00)	(10,560.00)
Working capital, beginning of year	<u>4,904,215.00</u>	<u>4,904,215.00</u>	<u>2,089,115.00</u>
Working capital, end of year	<u><u>2,104,215.00</u></u>	<u><u>2,089,115.00</u></u>	<u><u>2,078,555.00</u></u>

City of Wyoming, Michigan  
**Sewer Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Operating Revenue			
Charges for Service	15,556,400.00	16,323,430.00	16,249,800.00
Operating Revenue Totals:	<u>15,556,400.00</u>	<u>16,323,430.00</u>	<u>16,249,800.00</u>
Operating Expenses (excluding depreciation)			
Personal Services	3,718,755.00	3,506,548.00	3,531,690.00
Supplies	896,320.00	790,350.00	745,210.00
Other Services and Charges	7,116,035.00	6,994,725.00	7,173,310.00
Operating Expenses Totals:	<u>11,731,110.00</u>	<u>11,291,623.00</u>	<u>11,450,210.00</u>
Cash Flow From Operating Expenses	<u>3,825,290.00</u>	<u>5,031,807.00</u>	<u>4,799,590.00</u>
Other Revenue			
Contributions from Local Units	417,200.00	417,200.00	417,200.00
Interest and Rentals	35,000.00	50,000.00	50,000.00
Other Revenues	50,000.00	79,238.00	50,000.00
Other Financing Sources	-	-	-
Total Other Revenue	<u>502,200.00</u>	<u>546,438.00</u>	<u>517,200.00</u>
Other Expenses			
Capital Outlay	3,759,820.00	3,317,076.00	127,200.00
Debt Service	3,972,390.00	3,964,361.00	3,931,410.00
Total Other Expenses	<u>7,732,210.00</u>	<u>7,281,437.00</u>	<u>4,058,610.00</u>
Net Cash Flow Before Transfers	<u>(3,404,720.00)</u>	<u>(1,703,192.00)</u>	<u>1,258,180.00</u>
Transfers In (Out)			
Transfers In	2,935,100.00	2,935,100.00	-
Transfers Out	(535,100.00)	(525,100.00)	(205,560.00)
Net Transfers In (Out)	<u>2,400,000.00</u>	<u>2,410,000.00</u>	<u>(205,560.00)</u>
Net cash flow from all sources	(1,004,720.00)	706,808.00	1,052,620.00
Working capital, beginning of year	<u>2,885,591.00</u>	<u>2,885,591.00</u>	<u>3,592,399.00</u>
Working capital, end of year	<u><u>1,880,871.00</u></u>	<u><u>3,592,399.00</u></u>	<u><u>4,645,019.00</u></u>

City of Wyoming, Michigan  
**Water Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Operating Revenue			
Charges for Service	19,609,660.00	19,380,000.00	20,717,900.00
Operating Revenue Totals:	<u>19,609,660.00</u>	<u>19,380,000.00</u>	<u>20,717,900.00</u>
Operating Expenses (excluding depreciation)			
Personal Services	5,486,451.00	5,017,314.00	5,062,050.00
Supplies	1,605,810.00	1,471,275.00	1,608,250.00
Other Services and Charges	5,264,799.00	5,101,024.00	5,498,590.00
Operating Expenses Totals:	<u>12,357,060.00</u>	<u>11,589,613.00</u>	<u>12,168,890.00</u>
Cash Flow From Operating Expenses	<u>7,252,600.00</u>	<u>7,790,387.00</u>	<u>8,549,010.00</u>
Other Revenue			
Fines and Forfeitures	200,000.00	250,000.00	250,000.00
Interest and Rentals	495,000.00	335,850.00	335,850.00
Other Revenues	266,000.00	85,140.00	160,000.00
Contributions from Ottawa County	-	9,469,890.00	-
Other Financing Sources	-	-	-
Total Other Revenue	<u>961,000.00</u>	<u>10,140,880.00</u>	<u>745,850.00</u>
Other Expenses			
Capital Outlay	22,667,510.00	22,585,150.00	69,100.00
Debt Service	8,275,930.00	8,456,452.00	8,464,630.00
Total Other Expenses	<u>30,943,440.00</u>	<u>31,041,602.00</u>	<u>8,533,730.00</u>
Net Cash Flow Before Transfers	<u>(22,729,840.00)</u>	<u>(13,110,335.00)</u>	<u>761,130.00</u>
Transfers In (Out)			
Transfers In	-	-	-
Transfers Out	(100,000.00)	(100,000.00)	(100,000.00)
Net Transfers In (Out)	<u>(100,000.00)</u>	<u>(100,000.00)</u>	<u>(100,000.00)</u>
Net cash flow from all sources	(22,829,840.00)	(13,210,335.00)	661,130.00
Working capital, beginning of year	<u>21,066,960.00</u>	<u>21,066,960.00</u>	<u>7,856,625.00</u>
Working capital, end of year	<u>(1,762,880.00)</u>	<u>7,856,625.00</u>	<u>8,517,755.00</u>

City of Wyoming, Michigan  
**Water Construction Reserve Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Interest and Rentals	26,000.00	24,000.00	20,000.00
Other Financing Sources	100,000.00	100,000.00	100,000.00
Revenue Totals:	<u>126,000.00</u>	<u>124,000.00</u>	<u>120,000.00</u>
Expenditures			
Transfers Out	-	-	-
Expenditure Totals:	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over/(Under) Expenses	126,000.00	124,000.00	120,000.00
Working capital, beginning of year	<u>4,196,652.00</u>	<u>4,196,652.00</u>	<u>4,320,652.00</u>
Working capital, end of year	<u><u>4,322,652.00</u></u>	<u><u>4,320,652.00</u></u>	<u><u>4,440,652.00</u></u>

City of Wyoming, Michigan  
**Water Bond and Interest Reserve Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenue			
Interest and Rentals	69,000.00	25,000.00	20,000.00
Other Financing Sources	-	-	-
Revenue Totals:	<u>69,000.00</u>	<u>25,000.00</u>	<u>20,000.00</u>
Expenditures			
Transfers Out	-	-	-
Expenditure Totals:	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over/(Under) Expenses	69,000.00	25,000.00	20,000.00
Working capital, beginning of year	<u>2,987,749.00</u>	<u>2,987,749.00</u>	<u>3,012,749.00</u>
Working capital, end of year	<u><u>3,056,749.00</u></u>	<u><u>3,012,749.00</u></u>	<u><u>3,032,749.00</u></u>

## City of Wyoming, Michigan

**Motor Pool Fund**

## Budget Summary

	<u>2010 Amended Budget</u>	<u>2010 Estimated Amount</u>	<u>2011 City Manager Recommended</u>
Operating Revenue			
Charges for Service	50,000.00	50,000.00	50,000.00
Interest and Rentals	3,690,000.00	3,690,000.00	3,700,300.00
Operating Revenue Totals:	<u>3,740,000.00</u>	<u>3,740,000.00</u>	<u>3,750,300.00</u>
Expenses (Excluding depreciation)			
Personal Services	664,027.00	625,070.00	633,290.00
Supplies	786,800.00	741,003.00	718,900.00
Other Services and Charges	1,068,983.00	1,068,397.00	1,082,920.00
Expenditure Totals:	<u>2,519,810.00</u>	<u>2,434,470.00</u>	<u>2,435,110.00</u>
Net Cash Flow From Operations	1,220,190.00	1,305,530.00	1,315,190.00
Non-operating Revenue			
Other Revenues	-	1,066.00	-
Transfers Out	<u>(1,270,000.00)</u>	<u>(1,270,000.00)</u>	<u>(1,220,000.00)</u>
Net cash flow from all sources	(49,810.00)	36,596.00	95,190.00
Working capital, beginning of year	<u>-</u>	<u>-</u>	<u>36,596.00</u>
Working capital, end of year	<u>(49,810.00)</u>	<u>36,596.00</u>	<u>131,786.00</u>

City of Wyoming, Michigan  
**Motor Pool Depreciation and Reserve Fund**  
 Budget Summary

	2010 Amended Budget	2010 Estimated Amount	2011 City Manager Recommended
Revenues			
Interest and Rentals	50,000.00	75,000.00	70,000.00
Other Revenues	-	126,255.00	-
Transfers In	1,270,000.00	1,270,000.00	1,220,000.00
Revenue Totals:	<u>1,320,000.00</u>	<u>1,471,255.00</u>	<u>1,290,000.00</u>
Expenditures			
Capital Outlay	883,510.00	718,790.00	885,000.00
Transfers Out	-	-	-
Expenditure Totals:	<u>883,510.00</u>	<u>718,790.00</u>	<u>885,000.00</u>
Net cash flow from all sources	436,490.00	752,465.00	405,000.00
Working capital, beginning of year	<u>3,401,172.00</u>	<u>3,401,172.00</u>	<u>4,153,637.00</u>
Working capital, end of year	<u><u>3,837,662.00</u></u>	<u><u>4,153,637.00</u></u>	<u><u>4,558,637.00</u></u>
Combined Motor Pool Working Capital	<u><u>3,787,852.00</u></u>	<u><u>4,190,233.00</u></u>	<u><u>4,690,423.00</u></u>

051710  
MSS

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO APPROVE THE 2010-2011 BUDGET FOR  
THE WYOMING DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval, and

WHEREAS, the Wyoming Downtown Development Authority (DDA) has recommended the attached budget dated March 9, 2010, for Fiscal Year 2010/2011, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby approve the attached Wyoming DDA budget dated March 9, 2010.

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

Motion carried: \_\_\_\_\_ yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attachment

RESOLUTION NO. \_\_\_\_\_



# Wyoming Downtown Development Authority

Telephone 616/530-7258  
1155 - 28th Street, SW, Box 905 Wyoming, MI 49509-0905  
Web: wyomingtowncenter.com



May 10, 2010

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

Dear Ms. Isakson:

Subject: Wyoming DDA Budgetary Action, 2010-2011

As per DDA State regulations, the Wyoming Downtown Development Authority (DDA) must develop a budget as prepared by the DDA Director for the next fiscal year. The budget is subject to City Council approval.

The DDA has discussed the proposed budget in accordance with the directives in the strategic planning document as prepared by DDA Director Sall, and as shown on the Budget Summary and Change in Fund Balance page. An explanation of the larger budget items is as follows:

- **Staff, \$61,200:** The DDA budget currently pays for 45% of Sall's salary, 20% of Lucar's, and 5% of Rynbrandt's.
- **Administrative Fees, \$16,680:** Various fees for administrative costs incurred to the City of Wyoming by the DDA.
- **Landscaping Maintenance, \$40,000:** These funds will used for the annual maintenance contract, as well as miscellaneous repair costs. Various services are provided by the contractor throughout the DDA district.
- **Marketing/Promotion, \$20,000:** These funds will be used for special campaigns during Metro Cruise and the holidays.
- **Debt Service – Streetscape Plan, \$25,310:** This is the last annual payment due on the DDA's \$330,000 loan which funded the initial pedestrian lighting and Downtown Plan consultant.
- **Acquisitions/Gap Financing, \$64,910:** These are funds for economic development, such as incentive programs, land acquisition, or demolition assistance.

BOARD OF DIRECTORS:

Douglas Kochneff, Chairman  
Jeff Baker, Vice-Chairman  
Jason Israels, Secretary

Richard Coombs  
Dale Cross  
Steven Harkema

Michael Martz  
Mayor Jack Poli  
Lillian VanderVeen

Timothy Smith, Treasurer

Megan Sall, Director

John Crawford, ex officio



## Wyoming Downtown Development Authority

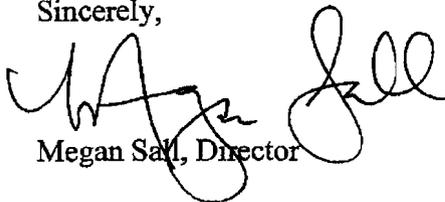
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At the DDA meeting of March 9, 2010, a motion was made by VanderVeen, supported by Harkema, to recommend to City Council adoption of the DDA budget as revised for the fiscal year ending June 30, 2011. Motion carried unanimously.

The DDA Resolution is attached.

Sincerely,



Megan Sall, Director

Attachments: City Resolution  
Statement of Revenues  
Budget Summary and Change in Fund Balance  
Resolution 20 from DDA  
Wyoming DDA 2010 Strategic Plan

### BOARD OF DIRECTORS:

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Michael Martz  
Mayor Jack Poll  
Lillian VanderVeen

Timothy Smith, Treasurer

Megan Sall, Director

John Crawford, ex officio

**City of Wyoming Downtown Development Authority**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For the One Month and Ten Months Ended April 30, 2010**

	Adopted Budget	Amended Budget	Monthly Activity	Year to Date Actual	Variance
<b>Revenues:</b>					
Operating Revenues	\$ 310,000	\$ 310,000	\$ 6,234.98	\$ 333,580.65	\$ (23,580.65)
Interest Income	5,000	5,000	681.01	7,648.65	(2,648.65)
Other	-	-	-	275.00	(275.00)
<b>Total Revenues</b>	<u>315,000</u>	<u>315,000</u>	<u>6,915.99</u>	<u>341,504.30</u>	<u>(26,504.30)</u>
<b>Operating Expenses:</b>					
Staff	65,600	65,600	7,311.64	53,541.71	12,058.29
Professional Services (Legal)	3,000	3,840	-	3,643.00	197.00
Professional Services (Consultant)	30,000	30,000	-	3,095.88	26,904.12
Landscaping Maintenance	40,000	40,000	600.00	23,124.75	16,875.25
Marketing	20,000	29,840	-	3,332.59	26,507.41
Training	2,300	2,300	90.00	2,351.70	(51.70)
Supplies	1,000	1,680	-	376.16	1,303.84
Printing & Advertising	3,000	5,000	-	-	5,000.00
Other Services	1,000	1,000	-	671.23	328.77
Administrative Service Fee	-	8,340	1,390.00	4,170.00	4,170.00
Debt Service - Streetscape/Plan	43,400	43,400	3,614.71	36,147.10	7,252.90
Projects:					-
Acquisitions/Gap Financing	75,000	415,000	-	-	415,000.00
Banners	2,000	2,000	-	-	2,000.00
Business Development	500	500	-	-	500.00
Christmas Decorations	2,000	2,000	-	-	2,000.00
Metro Cruise	5,000	5,000	-	5,000.00	-
Networking/Educational Events	1,200	1,200	-	-	1,200.00
Pedestrian Light Pole Replacemer	4,000	4,000	-	-	4,000.00
Realtor Services	5,000	12,390	-	450.00	11,940.00
Street Trees	1,000	7,000	-	2,860.00	4,140.00
Contingency	10,000	10,000	-	-	10,000.00
<b>Total Expenditures</b>	<u>315,000</u>	<u>690,090</u>	<u>13,006.35</u>	<u>138,764.12</u>	<u>551,325.88</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	-	(375,090)	<u>\$ (6,090.36)</u>	202,740.18	(577,830.18)
<b>Fund Balance, July 1</b>	<u>523,419</u>	<u>523,419</u>	-	<u>523,418.99</u>	<u>227,893.81</u>
<b>Fund Balance, June 30</b>	<u>\$ 523,419</u>	<u>\$ 148,329</u>	-	<u>\$ 726,159.17</u>	<u>\$ (349,936.37)</u>

**Miscellaneous Information**

<b>Cash:</b>	
Checking Account	\$ 86,108.07
Money Markets	269,446.64
Certificates of Deposit	<u>370,601.39</u>
<b>Total Cash</b>	<u>\$ 726,156.10</u>
<b>Accounts Receivable:</b>	
Tax Capture - Estimated	<u>\$ -</u>
<b>Total Accounts Receivable</b>	<u>\$ -</u>
<b>Debt Payable:</b>	
Huntington National Bank	<u>\$ 31,770.22</u>
<b>Total Debt Payable</b>	<u>\$ 31,770.22</u>

**City of Wyoming  
Downtown Development Authority  
Budget Summary and Change in Fund Balance**

	<u>2008-2009 Year to Date Actual</u>	<u>2009-2010 Proposed Budget</u>	<u>Amended 2009-2010 Budget</u>	<u>2009-2010 Estimate</u>	<u>2010-2011 Proposed Budget</u>
<b>Revenues:</b>					
Operating Revenues	\$ 361,553	\$ 310,000	\$310,000	\$ 335,000	\$280,000
Interest Income	14,293.51	5,000	5,000	8,000	4,500
Other				270	
<b>Total Revenues</b>	<u>375,846.91</u>	<u>315,000</u>	<u>315,000</u>	<u>343,270</u>	<u>284,500</u>
<b>Operating Expenses:</b>					
Staff	68,339.97	65,600	65,600	65,600	61,200
Administrative Fees	-	-	8,340	8,340	16,680
Professional Services (Legal)	2,152.50	3,000	3,840	3,840	4,000
Professional Services (Consult)	-	30,000	30,000	30,000	10,000
Landscaping Maintenance	34,710.73	40,000	40,000	30,000	40,000
Marketing	48,170.01	20,000	29,840	15,000	20,000
Training	1,854.96	2,300	2,300	2,300	3,000
Supplies	313.05	1,000	1,680	700	1,000
Printing & Advertising	-	3,000	5,000	5,000	1,500
Other Services	447.30	1,000	1,000	500	1,000
Debt Service - Streetscap/Plan	43,376.52	43,400	43,400	43,400	25,310
<b>Projects:</b>					
Acquisitions/Gap Financing	-	75,000	415,000	415,000	64,910
Banners	-	2,000	2,000	2,000	6,700
Business Development	-	500	500	500	500
Christmas Decorations	-	2,000	2,000	2,000	2,000
Metro Cruise	3,000.00	5,000	5,000	5,000	5,000
Networking/Educational Ever	-	1,200	1,200	600	1,200
Pedestrian Light Pole Replac	13,748.44	4,000	4,000	4,000	4,000
Realtor Services	1,025.00	5,000	12,390	5,000	5,000
Street Trees	-	1,000	7,000	2,860	1,500
Contingency	-	10,000	10,000	-	10,000
<b>Total Expenditures</b>	<u>217,138.48</u>	<u>315,000</u>	<u>690,090</u>	<u>641,640</u>	<u>284,500</u>
<b>Excess (Deficiency) of Revenues</b>					
<b>Over (Under) Expenditures</b>	158,708.43	-	(375,090)	(298,370)	-
<b>Fund Balance, July 1</b>	364,287.55	<u>522,996</u>	<u>523,419</u>	<u>523,419</u>	<u>225,049</u>
<b>Fund Balance, June 30</b>	<u>\$522,995.98</u>	<u>\$ 522,996</u>	<u>\$ 148,329</u>	<u>\$ 225,049</u>	<u>\$225,049</u>

RESOLUTION NO. 20

RESOLUTION TO RECOMMEND THE BUDGET FOR THE  
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY  
FOR THE FISCAL YEAR ENDING JUNE 30, 2011

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

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

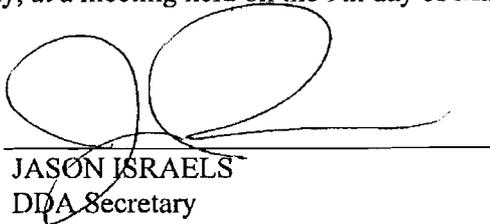
WHEREAS, Public Act 197 further states that said budget must be approved by the City Council of the City of Wyoming prior to adoption by the Board of the Downtown Development Authority; now, therefore,

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

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

Motion carried: Yeas 7, Nays 0.

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the 9th day of March, 2010.

  
\_\_\_\_\_  
JASON ISRAELS  
DDA Secretary

Attachment: Budget

## Wyoming DDA 2010 Strategic Plan

**\*Overarching theme for 2010: Increase visibility of the DDA while preparing for the onset of new development as a result of the 28th Street Sub Area Master Plan**

**DDA Purpose: Prepare for future development**

**1.1. Objective: Build the Toolbox**

Activity	Owner	Due	Status	Comments	Feedback/Evaluation
Research & Gather information regarding incentives: i.e. tax increment financing plans, special financing structures, eligible uses of DDA funds, business incubators, entrepreneurial funds, market data, loan programs, façade grants, etc.	Staff & Board	On-going			
Develop corresponding implementation plans and frameworks to prepare for the researched opportunities.	Staff & Board	On-going			
Develop Resource book/listing of helpful individuals: create "team" of local experts in real estate, brokering, finance, tax incentives, stimulus funds, development, construction, regulations, etc., for referral to interested parties.	Staff & Board	June			
Build "sales" team: develop "selling" materials and build rapport with local realtors/brokers in order to work more closely with potential buyers in the district	Staff & Board	On-going			
Assemble library of helpful resources: identify websites, trade magazines, publications, and other tools for referral to interested parties.	Staff	On-going			

<b>DPA Purpose: Facilitate and encourage new development</b>				
2.1. Develop "sales oriented" flowchart for business inquiries				
Activity				
Identify typical City process for handling new business inquiries	Staff	April		
Develop and implement sales-oriented flowchart and process for business/development inquiries throughout all departments	Staff & Board	October		

<b>DPA Purpose: Identify/develop promotional vehicles for existing DPA businesses</b>				
3.1. Coordinate opportunities for businesses to engage in				
Activity				
Coordinate group marketing and promotional efforts, i.e. tent sales, sale days	Staff & Board	Quarterly "Bargain Days in GR Press, on-going		
Develop Metro Cruise "tool-kit" to provide marketing and promotional ideas that will enhance business owners' experiences during event	Staff & Board	July		
Create Christmas Holiday campaign to attract shoppers and draw attention to Town Center merchants	Staff & Board	Concept development by September for December event		
Increase and expand functionality of the DDA's web presence (website, Twitter)	Staff	On-going		
Hold workshops and seminars regarding marketing/promotion	Staff & Board	Quarterly		

**DDA Purpose: Maintain Aesthetic appearance of district**

**4.1. Manage the "look" of the district**

Activity						
Maintain proper appearance of streetscape	Staff	On-going				
Organize clean-up days with business owners and community service workers	Staff & Board	April and October				
Monitor opportunities for public improvements, i.e. lights, signals, etc.	Staff & Board	On-going				
Develop and implement new banner concept	Staff & Board	June				

**RESOLUTION NO. \_\_\_\_\_**

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

WHEREAS, the City of Wyoming establishes by resolution certain fees, and

WHEREAS, from time to time information related to fees is reviewed to ensure they cover the related costs of administration, and

WHEREAS, various Sections of the existing Fee Schedule are in need of amendment, and

BE IT RESOLVED, the City Council of the City of Wyoming hereby adopts the attached revisions to the following Sections:

- Section II - Building Inspections Department
- Section IV - Engineering Department
- Section VII - Planning and Development Department
- Section IX – Treasurer
- Section X - Utilities Department

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Wyoming, Michigan at the regular session held on the 17<sup>th</sup> day of May, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

**MARKED UP COPY**

**II - BUILDING INSPECTIONS DEPARTMENT**

**APPEALS:**

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	<del>150.00</del> <b>275.00</b>
All other uses	<del>350.00</del> <b>525.00</b>
<u>Interpretations</u>	<u>250.00</u>
Special meeting (requested by petitioner)	300.00

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

**Fee for work without a permit:**

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

**BUILDING PERMITS:**

First \$1,000 valuation	60.00
Each additional \$1,000 valuation	7.00
Plan review - 25% of calculated building permit fee for commercial, industrial, and multi-family	
Construction costs for valuation computation (per sq. ft.)	
1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Detached accessory buildings, garage, etc. (more than 120 sq. ft.)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00
Miscellaneous building/land use fees:	
Modular homes in parks	150.00
Sign permits (per sign):	
Permanent	100.00
Portable (per week) ( <del>Sunday through Saturday</del> )	35.00
Swimming Pools (above ground)	90.00
Swimming Pools (inground)	140.00

Bonding and insurance fees related to Section 1906.1 of the City Code follow:

Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

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

Each building ~~and sign~~ permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra inspections are not required. Any extra inspections shall be charged against the deposit balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop-work order until an additional deposit of \$120.00 is paid. Expired permits and occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.
6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Base permit fee	50.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed)	200.00
Two-family (this fee covers all wiring installed)	265.00
Services and subpanels:	
Through 200 amperes (each)	\$ 23.00
400 amperes and over	70.00
Primaries	70.00
Temporary Service (each location)	23.00
Meter Set	35.00
Each circuit of wiring	7.00
Buss duct and feeders (each 50' or part thereof)	7.00
Lighting fixtures (per 25 or part thereof)	7.00
Range, water heater, dryer, dishwasher, disposal, gas furnace, oil furnace (each)	15.00
Motors:	
Fractional hp (each)	7.00
1 to 5 hp incl	15.00
5 ½ to 30 hp incl	23.00
30 ½ to 75 hp incl	30.00
Over 75 hp	55.00
Transformers:	
Up to 5 KVA (each)	7.00
Over 5 KVA (each)	35.00
Over 200 KVA (each)	70.00
Illuminated signs, per circuit	17.00
Fixed heating devices:	
Up to 5 KW (each)	7.00
5 KW and over	15.00
Luminous gas tube system transformers:	15.00
Fire Alarms	
1-10 devices	70.00
11-20 devices	130.00
over 20 devices (each)	7.00
Temperature Control (each)	60.00
<b>Telecommunications and Data</b>	
<del>1-10 devices</del>	<del>60.00</del>
<del>11-20 devices</del>	<del>115.00</del>
<del>over 20 devices (each)</del>	<del>6.00</del>

Special fees:

1. Hazardous location area wiring, as defined in Chapter 5 of the Michigan Electrical Code, double fee rate.
2. More than one violation compliance inspection, \$60.00 each inspection.
3. For required inspection of electrical apparatus for which no fee is herein provided and for inspection of temporary installations for decorative, advertising and theatrical purposes, \$60.00 per permit or \$60.00 per inspection where no permit is required.

4. \$60.00 per hour for requested inspections of existing buildings where no permit is required.
5. \$60.00 per hour for a requested written inspection report.
6. Electrical contractor's license, \$60 for term of license.
7. Factory electrical license, \$60 for term of license.
8. Fire alarm contractor, \$60 for term of license.
9. Sign specialty contractor, \$60 for term of license.

Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Base inspection fee	\$ 50.00
Residential:	
Gas/oil furnace	40.00
Air conditioning:	
Under 15 hp	23.00
15 hp to 50 hp	45.00
Commercial/industrial/other residential (includes one inspection) plus equipment	40.00
Gas/oil burning equipment, new or conversion units, each	35.00
Flue damper/vent damper (each)	7.00
Solid fuel equipment, complete (includes chimney, woodstoves, fireplace stoves and add-on furnaces) each	23.00
Chimney, factory-built (Class A) (Includes breeching and combustion) each	35.00
Solar equipment, each panel (piping fee included) and tank	35.00
Gas piping, per outlet	7.00
Medical Gas	
1 – 10 outlets	70.00
10-20 outlets	130.00
over 20 outlets (each)	7.00
Air conditioning and refrigeration heat pumps, self contained:	
Under 15 hp, a/c each	23.00
Evaporator coils, each	35.00
Under 5 hp, split system, each	35.00
5 hp and over, split system, each	45.00
Chiller, each	105.00
Cooling towers, each	45.00
Compressor:	
15 hp to 50 hp, each	45.00
Over 50 hp, each	80.00
Air handlers, self-contained units:	
Ventilation and exhaust fans:	
Under 1,500 CFM, each	7.00

1,500 to 10,000 CFM, each	35.00
Over 10,000 CFM, each	70.00
Heat recovery units or thru-the-wall fan coil vents, each	17.00
Unit heater, each	23.00
Ducts, insulation, piping, fire suppression/protection systems based on bid price	
Under \$3,000	\$ 30.00
\$3,000 to \$7,999	45.00
\$8,000 to \$10,999	60.00
\$11,000 to \$14,999	70.00
Over \$15,000 for each \$3,000 in additional to above rate	17.00
Electrical Air Cleaner	17.00
Special fees:	
1. More than one violation compliance inspection, \$60.00 each inspection.	
2. \$60.00 per hour for requested inspections of existing buildings where no permit is required.	
3. \$60.00 per hour for a requested written inspection report.	
4. Mechanical contractor's license, \$15.00 for term of license.	
Plumbing Permits:	
Base inspection fee	50.00
Water or sewer connections to public system, each:	
Residential (one- and two-family)	30.00
Multiple family/commercial	55.00
Industrial	90.00
Fixtures, each	7.00
Installed underground lawn sprinkler system	7.00
Special fees:	
1. More than one violation compliance inspection, \$60.00 each inspection.	
2. \$60.00 per hour for requested inspections of existing buildings where no permit is required.	
3. \$60.00 per hour for a requested written inspection report.	
4. Plumbing license registration, Master \$15.00 for term of license.	
Rental Inspection Fees	
Per unit for inspection	98.00
Per unit for reinspection	80.00
Unregistered or uncertified rental properties	500.00
Vacant Building fees:	
Vacant building inspection	50.00
<b>Vacant or Abandoned Residential Repair Permit (six month permit)</b>	<b>275.00</b>

## Existing Fee Schedule

### IV - ENGINEERING DEPARTMENT

Administrative Fees:

Preparation of Lien Contract	\$ 50.00
Preparation of Restrictive Covenant (waived when prepared in connection with special assessment rule)	100.00
Preparation or Review of Easements	200.00

General Engineering Fees:

Fire Lines:

Based on construction	4%
Minimum fee	140.00
Subdivision inspection, based on construction costs	4%

#### 2010 STANDARD SPECIAL ASSESSMENT RATES

Whenever the City Council decides to levy Special Assessments to defray the costs of any improvements, the following Standard Special Assessment Rates shall govern:

<u>Street</u>	<u>Rate</u>
Rural Improvement – Residential	\$ 41.50 /lf
Full Improvement – Residential	\$ 66.90 /lf
Full Improvement – Commercial/Industrial	\$ 84.40 /lf
<u>Sanitary Sewer</u>	
Main – Residential	\$ 27.40 /lf
Main – Commercial/Industrial	\$ 40.20 /lf
6 inch Service	\$ 1,790.00 /ea
8 inch Service	\$ 2,610.00 /ea
<u>Watermain</u>	
Main – Residential	\$ 17.00 /lf
Main – Commercial/Industrial	\$ 20.40 /lf
1 inch Service	\$ 1,030.00 /ea
1 ½ inch Service	\$ 1,030.00 /ea
2 inch Service	\$ 1,200.00 /ea
6 inch Service	\$ 2,930.00 /ea
8 inch Service	\$ 3,560.00 /ea

Storm Sewer

12 inch Lateral	\$ 1,180.00 /ea
15 inch Lateral	\$ 1,510.00 /ea
18 inch Lateral	\$ 1,650.00 /ea

Sidewalk

4 inch – Residential	\$ 13.10 /lf
6 inch – Commercial	\$ 18.20 /lf
8 inch – Industrial	\$ 21.40 /lf

Drive Approach

Standard 4 inch – Residential	\$ 22.50 /sy
Standard 6 inch – Commercial	\$ 33.10 /sy
Standard 8 inch – Industrial	\$ 38.00 /sy
Curb Return	\$ 2,080.00 /ea
Tapered Curb Return	\$ 3,700.00 /ea

STORMWATER FEES:

Percent Impervious	Stormwater Fee (\$/ac)
5%	\$ 1,690.00
10%	1,830.00
15%	1,970.00
20%	2,120.00
25%	2,260.00
30%	2,400.00
35%	2,540.00
40%	2,690.00
45%	2,830.00
50%	2,970.00
55%	3,110.00
60%	3,260.00
65%	3,400.00
70%	3,540.00
75%	3,680.00
80%	3,830.00
85%	3,970.00
90%	4,110.00
95%	4,250.00
100%	4,400.00

STREET PERMITS

Banners and signs over right-of-way	40.00
Building movers permit:	
Permit for each building moved	100.00
Minimum Insurance Policy Limits per Project:	
Automotive Liability/Combined Single Limit	\$1 Million
Liability Coverage (Occurrence/Aggregate)	\$1 Million/\$2 Million
Policy must name the City of Wyoming as Additional Insured	
Moving oversize objects less than 13 feet in width, each occurrence	10.00
Moving oversize objects greater than 13 feet in width, each occurrence	25.00
Moving overweight objects, each occurrence	75.00
or	
Street openings (including underground open cut crossings) for which less than one traffic lane in each direction is maintained, or for which a detour is required, each	300.00
All other street openings, each	25.00
Pavement repair associated with street openings, each	50.00
Work completed outside normal working hours requiring City supervision	Actual cost
Jacked and bored street crossings, each	100.00
Drive culverts, City installed	Actual cost
Underground public utilities systems parallel	
Per lineal foot	0.20
Minimum fee	125.00
Water main, storm or sanitary sewer which is to be dedicated to the City:	
Based on construction cost	4%
Minimum	140.00
Sidewalk and Driveway Inspection	
Less than 50 square feet, concrete sidewalk, property owner only	No charge
Minimum charge for 100 lineal feet or less, contractor, each	25.00
Additional charge for more than 100 lineal feet, per lineal foot	0.25
Concrete or asphalt drive approach, each	50.00
Establishing Grades:	
Building, landscaping, each	50.00
General grade staking walks or driveways, outside or right-of-way sidewalks 100 lineal feet or less, drive approaches, culverts etc each	50.00
Sidewalk over 100 lineal feet, per lineal foot	0.50
Resurfacing payments:	
Asphalt:	
All street openings patches shall be replaced by a qualified contractor or by the City of Wyoming	

(at the expense of the applicant)	Actual cost plus 25%	
Concrete:		
All concrete pavements shall be replaced by a qualified contractor or by the City of Wyoming (at the expense of the applicant)	Actual cost plus 25%	
Miscellaneous:		
All work within the right-of-way not covered in the above fees, each		\$ 25.00
Sign return		
For return of each sign removed from public property		5.00
TELECOMMUNICATIONS PERMIT		
Telecommunications providers permit		500.00

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**IV – ENGINEERING DEPARTMENT**

Administrative Fees

Preparation of Lien Contract	\$50.00
Preparation of Restrictive Covenant (waived when prepared in connection with special assessment roll)	\$100.00
Preparation or review of Easements	\$200.00

General Engineering Fees

Fire Lines	
Based on Construction	4.00%
Minimum Fee	<b>\$140.00</b> <u><b>\$150.00</b></u>
Subdivision Inspection	
Based on Construction Cost	4.00%
<u>Minimum Fee</u>	<u><b>\$150.00</b></u>

Standard Special Assessment Rates

Whenever the City Council decides to levy Special Assessment to defray the costs of any improvements, the following Standard Special Assessment Rates shall govern:

Street

Rural Improvement – Residential	\$41.50 lf
Full Improvement – Residential	\$66.90 lf
Full Improvement – Commercial	\$84.40 lf

Sanitary Sewer

Main – Residential	\$27.40 lf
Main – Commercial	\$40.20 lf
6 inch service	\$1,790.00 ea
8 inch service	\$2,610.00 ea

Watermain

Main – Residential	\$17.00 lf
Main – Commercial	\$20.40 lf
1 inch service	\$1,030.00 ea
1 ½ inch service	\$1,030.00 ea
2 inch service	\$1,200.00 ea
6 inch service	\$2,930.00 ea
8 inch service	\$3,560.00 ea

Storm Sewer

12 inch lateral	\$1,180.00 ea
15 inch lateral	\$1,510.00 ea
18 inch lateral	\$1,650.00 ea

Sidewalk		
4 inch - Residential		\$13.10 lf
6 inch – Commercial		\$18.20 lf
8 inch – Industrial		\$21.40 lf
Drive Approach		
Standard 4 inch – Residential		\$22.50 sy
Standard 4 inch – Commercial		\$33.10 sy
Standard 8 inch – Industrial		\$38.00 sy
Curb Return		\$2,080.00 ea
Tapered Curb Return		\$3,700.00 ea

Stormwater Fees

<u>Percent Impervious</u>	<u>Stormwater Fee (\$/AC)</u>
5%	\$ 1,690.00
10%	1,830.00
15%	1,970.00
20%	2,120.00
25%	2,260.00
30%	2,400.00
35%	2,540.00
40%	2,690.00
45%	2,830.00
50%	2,970.00
55%	3,110.00
60%	3,260.00
65%	3,400.00
70%	3,540.00
75%	3,680.00
80%	3,830.00
85%	3,970.00
90%	4,110.00
95%	4,250.00
100%	4,400.00

Street Permits

Minimum Insurance Policy Requirements Per Policy		
General Liability Coverages (Occurrence/Aggregate)		\$1,000,000/\$2,000,000
Automotive Liability/Combined Single Limit		\$1,000,000
<b><u>Workers Compensation</u></b>		<b><u>\$500,000</u></b>
Policy must name the City of Wyoming as Additional Insured		
Banners and Signs over right-of-way		\$40.00
Building Mover's Permit		\$100.00
Moving Oversized objects, less than 13 feet in width (per occurrence)		\$10.00

Moving Oversized objects, greater than 13 feet in width (per occurrence)	\$25.00
Moving Overweight objects (per occurrence)	\$75.00
Work performed outside of normal working hours requiring City Supervision	Actual Cost
Drive Culverts (City Installed)	Actual Cost
Underground Utilities (parallel to centerline)	
Per lineal Foot	\$0.20
Minimum Fee	\$125.00
<b>Residential Drive Approach Construction</b>	
Concrete	\$65.00
Asphalt	\$20.00
Reconstruction	\$20.00
Drive Removal (if performed separate from new Construction)	\$25.00
Landscaping Grades	\$50.00
Drive Grade Stakes (Only)	\$50.00
<b>Commercial Drive Approach Construction</b>	
Flared	\$100.00
Radius	\$220.00
Tapered	
Based on Construction Cost	4%
Minimum Fee	\$150.00
Reconstruction	\$50.00
Drive Removal (if performed separate from new Construction)	\$25.00
<b>Sidewalk Construction</b>	
New Construction	\$110.00
Reconstruction (>50 feet)	\$20.00
ADA Ramps	\$130.00
Restaking	\$50.00
<b>Street Opening</b>	\$300.00
Jack and Bore R.O.W	\$100.00
<b>Traffic Closure (Detour)</b>	\$350.00
<b>Parkway Opening</b>	\$25.00
<b>Storm Sewer</b>	\$25.00
<b>Utility connection</b>	\$25.00
Resurfacing Pavements	
Asphalt	Actual Cost plus 25%
Concrete	Actual Cost plus 25%
All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)	
Miscellaneous	
All work within the right-of-way not covered in the above fees	\$25.00
Sign return	\$5.00
Telecommunications Permit	
Telecommunications providers permit	\$500.00

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**VII - PLANNING AND DEVELOPMENT**

**PLANNED UNIT DEVELOPMENTS**

(For overall review only; separate additional fees are required for individual projects within the PUD)

Under 41 acres	\$ 700.00
41 acres or over	1,200.00
Major Revisions (as determined by Planning Director)	250.00

**REQUEST FOR ZONING CODE TEXT AMENDMENT 600.00**

**REZONING PETITION**

Under 1 Acre	600.00
1 Acre or over	1000.00

**RIGHT-OF-WAY VACATIONS**

Residential	75.00
Nonresidential	200.00

**SITE PLAN REVIEW**

Apartments, Townhouses, Condominiums	
Other types of Multiple Family	600.00
. . . plus, \$4.00 per unit up to	1,800.00

**Commercial, Industrial, Others:**

Site size under one acre	400.00
Site sizes one acre or over	600.00

**Additions:**

Site sizes under one acre	200.00
Site sizes one acre or over	300.00
. . . except, building additions under 700 square feet	100.00

**SPECIAL PLANNING COMMISSION MEETINGS**

(Requested by petitioner)	500.00
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**SPECIAL USE APPLICATION 500.00**

**SUBDIVISION OR PLAT APPROVAL**

Preliminary Plat-Tentative Approval (One-time fee covers Preliminary Plat-Final Approval and Final Plat Approval)	600.00
. . .plus, per lot	6.00

**ZONING CONFIRMATION LETTERS 25.00**

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**IX – TREASURER**

Duplicate Property Tax Bill, per copy	\$ 2.00
Non-Sufficient Funds Check	25.00
<b>Late Fee on Past Due Invoices</b>	<b>1.5% per month</b>
<b>(Does not apply to any invoice or bill with a late fee proscribed by contract, statute, ordinance or other Fee Schedule.)</b>	

**X - UTILITIES**

These fees will be effective as of July 1, 2009

**WASTEWATER PENALTIES**

Primary, Secondary and Tertiary Pollutants  
Average Quarterly Flow, gpd

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

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

pH Penalty  
Average Quarterly Flow, gpd

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

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

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

Water Service Installation to Stop Box Only

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

Watermain Tapping Actual cost plus 25%

Water System Development Charge  
by tap size

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

Sewer System Development Charge  
by water tap size

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

WATER SERVICE

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

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

Water commodity rate (in addition to Readiness to Serve Charge):  
 Quantity steps applicable rate, per 100 cubic feet: ~~\$1.40~~ \$1.15

SEWER SERVICE

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

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

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):  
 per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: ~~\$2.01~~ \$2.06

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

Effective July 1, 2009, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be ~~\$52.26~~ plus the applicable Ready to Serve Charge.

\$53.56

LATE CHARGE

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

Customers with sewer only service shall have a service charge of 1 1/2 percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

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

MISCELLANEOUS FEES

Cash deposit for Section 31.10(5)	150.00	
Collection Cost Recovery Fee	40.00	
Water Construction Fee (60 days)	<del>55.00</del>	\$57.50
Pool Filling Permit:		
Homeowner and contractor	<del>56.88</del>	\$59.47
Miscellaneous Hydrant Usage:		
Used one day	<del>56.88</del>	\$59.47
Used after first day	<del>56.88</del>	\$59.47
Plus metered usage at current water rate, plus 100%		
Unauthorized hydrant use, penalty of	500.00	
Unauthorized water use, penalty of	500.00	

NPDES Permit Treated Groundwater

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

WASTE HAULERS

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

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

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

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO EXTEND EMPLOYMENT CONTRACTS BETWEEN THE CITY OF WYOMING AND THE ADMINISTRATIVE AND SUPERVISORY ASSOCIATION; THE POLICE OFFICERS LABOR COUNCIL WYOMING DIVISION; AND THE POLICE OFFICERS LABOR COUNCIL EMERGENCY COMMUNICATIONS OPERATORS

WHEREAS, in 2007 the Wyoming City Council adopted Resolutions authorizing the Mayor and City Clerk to execute employment contracts between the City of Wyoming and the Administrative and Supervisory Association; the Police Officers Labor Council Wyoming Division; and the Police Officers Labor Council Emergency Communications Operators effective July 1, 2007 through June 30, 2010, and

WHEREAS, it is deemed advisable that the City Council authorize a one year extension of each of the contracts, through June 30, 2011, and

WHEREAS, it is deemed advisable that the City Council approve the Classification and Wage Schedules of the three bargaining units for the period of July 1, 2010 through June 30, 2011, now therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming does hereby approve the one year extension of the Employment Contracts and Classification and Wage Schedules between the City of Wyoming and the Administrative and Supervisory Association; the Police Officers Labor Council Wyoming Division; and the Police Officers Labor Council Emergency Communications Operators, effective July 1, 2010 through June 30, 2011, and

BE IT FURTHER RESOLVED, that the City Council for the City of Wyoming does hereby authorize the City Manager to execute the Memorandums of Understanding for the Contract extensions.

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Attachments: Memorandums of Understanding  
Classification and Salary Schedules

MEMORANDUM OF UNDERSTANDING

(Contract Extension)

RECEIVED

MAY 3 - 2010

HUMAN RESOURCES

The CITY OF WYOMING ("Employer") and the POLICE OFFICERS LABOR COUNCIL EMERGENCY COMMUNICATIONS OPERATORS UNIT ("Union") agree to a one year extension to the collective bargaining agreement as follows:

1. All terms and conditions of the collective bargaining Agreement ("Agreement") in effect as of June 30, 2010 shall be continued until June 30, 2011 except as contained in this memorandum.
2. The wage increase July 1, 2010 shall be in accordance with the formula contained in the Agreement, which is one and one-half percent (1.5%) of the base wage. There shall be no other increases or decreases in wages or benefits contained in the Agreement.
3. The terms and conditions of the joint response by the City of Wyoming and City of Grand Rapids dated April 19, 2010 that affect employees who accept employment with the City of Grand Rapids shall not be changed or modified by this memorandum.

The above modifications to the collective bargaining agreement and changes to the classification and salary schedule are subject to approval by the City Council.

CITY OF WYOMING

POLICE OFFICERS LABOR COUNCIL  
WYOMING DIVISION EMERGENCY  
COMMUNICATIONS OPERATORS

By: \_\_\_\_\_  
Curtis Holt  
Its: City Manager

By: UK \_\_\_\_\_ POLC  
Its: LABOR REPRESENTATIVE

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

Dated: April 30, 2010

CLASSIFICATION AND SALARY SCHEDULE  
 EMERGENCY COMMUNICATIONS CENTER  
 July 1, 2010 1.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
40020	Emergency Communications Oper	D44	17.16	21.64	3,123.12	3,938.48	37,477	47,262
40030	Police Telephone Operator	D40	13.93	17.16	2,535.26	3,123.12	30,423	37,477

Annual Wage: The annual minimum and maximum wage is based on the straight time hourly wage times a 2,184 hour year.

HOURLY WAGE SCHEDULE - The following shall be the basic hourly wage schedule for all Emergency Communications Center employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F
D40	13.93	14.60	15.23	15.89	16.53	17.16
D44	17.16	18.05	18.89	19.83	20.73	21.64

MEMORANDUM OF UNDERSTANDING

(Contract Extension)

The CITY OF WYOMING ("Employer") and the WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION ("Association") agree to a one year extension to the collective bargaining agreement as follows:

1. All terms and conditions of the collective bargaining agreement ("Agreement") in effect as of June 30, 2010 shall be continued until June 30, 2011.
2. The wage increase July 1, 2010 shall be in accordance with the formula in effect in the Agreement, which is one and one-half percent (1.5%) of the base wage. There shall be no other increases or decreases in wages or benefits contained in Appendix A of the Agreement.
3. The Memorandum of Understanding containing the terms and conditions of the 38-hour work week, which resulted in a five percent (5%) wage decrease, shall be continued.

The above modifications to the collective bargaining agreement and changes to the classification and salary schedule are subject to approval by the City Council.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION

By: \_\_\_\_\_  
Curtis Holt  
Its: City Manager

By: Andrew T. Beaf  
Its: President

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

Dated: May 6, 2010

CLASSIFICATION AND SALARY SCHEDULE  
ADMINISTRATION

JULY 1, 2010  
1.5% Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours		ANNUAL based on 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
<b>CLERICAL AND ADMINISTRATIVE</b>										
15050	Administrative Intern	A10	17.97	22.71	3,114.80	3,936.40	37,377.60	47,236.80	35,508.72	44,874.96
15060	Administrative Secretary I	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20	37,504.48	47,404.24
15255	Human Resources Coordinator	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20	37,504.48	47,404.24
15061	Administrative Secretary II	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00	43,353.44	54,735.20
15150	Deputy Clerk	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00	43,353.44	54,735.20
15020	Administrative Aide	A20	24.30	30.68	4,212.00	5,317.87	50,544.00	63,814.40	48,016.80	60,623.68
15252	Housing Maintenance Supervisor	A20	24.30	30.68	4,212.00	5,317.87	50,544.00	63,814.40	48,016.80	60,623.68
15248	Facilities Coordinator	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40	50,802.96	64,279.28
15030	Administrative Assistant	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15350	Risk Control Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15250	Housing Director	A32	30.49	38.63	5,284.93	6,695.87	63,419.20	80,350.40	60,248.24	76,332.88
15260	Information Technology Supervisor	A32	30.49	38.63	5,284.93	6,695.87	63,419.20	80,350.40	60,248.24	76,332.88
15205	Director of Information Technology	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
<b>ACCOUNTING AND RELATED</b>										
15010	Accountant	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40	50,802.96	64,279.28
15190	Deputy Treasurer	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40	50,802.96	64,279.28
15358	Senior Accountant	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15110	City Treasurer	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
15180	Deputy Finance Director	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
<b>PROPERTY APPRAISAL</b>										
15140	Deputy Assessor	A32	30.49	38.63	5,284.93	6,695.87	63,419.20	80,350.40	60,248.24	76,332.88
15090	City Assessor	A48	37.51	47.62	6,501.73	8,254.13	78,020.80	99,049.60	74,119.76	94,097.12
<b>PLANNING AND RELATED</b>										
15122	Community Services Coordinator	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00	43,353.44	54,735.20
15240	Economic Development Coordinator	A30	29.85	37.78	5,174.00	6,548.53	62,088.00	78,582.40	58,983.60	74,653.28
15310	Principal Planner	A30	29.85	37.78	5,174.00	6,548.53	62,088.00	78,582.40	58,983.60	74,653.28
15080	Chief Building Inspector	A36	33.43	42.39	5,794.53	7,347.60	69,534.40	88,171.20	66,057.68	83,762.64
15100	City Planner	A36	33.43	42.39	5,794.53	7,347.60	69,534.40	88,171.20	66,057.68	83,762.64
<b>PARKS AND RECREATION</b>										
15387	Therapeutic Recreation Specialist	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20	37,504.48	47,404.24
15345	Recreation Programmer I	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20	37,504.48	47,404.24
15346	Recreation Programmer II	A18	21.94	27.70	3,802.93	4,801.33	45,635.20	57,616.00	43,353.44	54,735.20
15340	Rec. Activities Coordinator	A20	24.30	30.68	4,212.00	5,317.87	50,544.00	63,814.40	48,016.80	60,623.68
15347	Recreation Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15300	Parks Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60

CLASSIFICATION AND SALARY SCHEDULE  
ADMINISTRATION

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL based on 2080 hours		ANNUAL based on 1976 hours	
			Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
<b>ENGINEERING AND PUBLIC WORKS</b>										
15120	Civil Engineer	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15280	Motor Pool Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15330	Public Works Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15125	Contracts & Procurement Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15360	Senior Civil Engineer	A34	31.28	39.72	5,421.87	6,884.80	65,062.40	82,617.60	61,809.28	78,486.72
15066	Assistant. Dir of PW-Eng.	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
15065	Assistant. Dir of PW-Maint.	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
15170	Deputy Director of Public Works	A48	37.51	47.62	6,501.73	8,254.13	78,020.80	99,049.60	74,119.76	94,097.12
<b>PUBLIC UTILITIES</b>										
15370	Shop Foreman	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40	50,802.96	64,279.28
15247	Environmental Services Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15390	Utility Billing Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15400	Utility Laboratory Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15410	Utility Maintenance Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15420	Utility Operations Supervisor	A28	28.51	36.10	4,941.73	6,257.33	59,300.80	75,088.00	56,335.76	71,333.60
15270	Laboratory Services Manager	A36	33.43	42.39	5,794.53	7,347.60	69,534.40	88,171.20	66,057.68	83,762.64
15430	Utility Plant Superintendent	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
15440	Utilities Engineer	A46	37.30	47.35	6,465.33	8,207.33	77,584.00	98,488.00	73,704.80	93,563.60
<b>PUBLIC SAFETY</b>										
15355	RSVP Coordinator	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20	37,504.48	47,404.24
15290	Office Manager	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40	50,802.96	64,279.28
15123	Emergency Comm. Supervisor	A22	25.71	32.53	4,456.40	5,638.53	53,476.80	67,662.40	50,802.96	64,279.28
15385	Technical Support Supervisor	A24	26.82	33.94	4,648.80	5,882.93	55,785.60	70,595.20	52,996.32	67,065.44
35010	Deputy Fire Chief	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
<b>JUDICIAL</b>										
15160	Deputy Court Administrator	A24	26.82	33.94	4,648.80	5,882.93	55,785.60	70,595.20	52,996.32	67,065.44
15130	Court Administrator	A40	34.94	44.26	6,056.27	7,671.73	72,675.20	92,060.80	69,041.44	87,457.76
15145	Court Recorder	A12	18.98	23.99	3,289.87	4,158.27	39,478.40	49,899.20	37,504.48	47,404.24

JULY 1, 2010  
1.5% Increase

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

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

MEMORANDUM OF UNDERSTANDING

(Contract Extension)

The CITY OF WYOMING ("Employer") and the POLICE OFFICERS LABOR COUNCIL WYOMING DIVISION ("Union") agree to a one year extension to the collective bargaining agreement as follows:

1. All terms and conditions of the collective bargaining agreement ("Agreement") in effect as of June 30, 2010 shall be continued until June 30, 2011.
2. The wage increase July 1, 2010 shall be in accordance with the formula contained in the Agreement, which is one and one-half percent (1.5%) of the base wage. There shall be no other increases or decreases in wages or benefits contained in the Agreement.

The above modifications to the collective bargaining agreement and changes to the classification and salary schedule are subject to approval by the City Council.

CITY OF WYOMING

WYOMING POLICE OFFICERS  
LABOR COUNCIL WYOMING  
DIVISION

By: \_\_\_\_\_  
Curtis Holt  
Its: City Manager

By:  POLC  
Its: LABOR REPRESENTATIVE

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

Dated: MAY 12, 2010

CLASSIFICATION AND SALARY SCHEDULE

POLICE OFFICERS

JULY 1, 2010 1.5 Increase

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
20300	Police Officer	P30	25.36	30.47	4,395.73	5,281.47	\$52,749	\$63,378
20010	Police Corporal	P36	28.26	33.32	4,898.40	5,775.47	\$58,781	\$69,306
20020	Police Detective	P36	28.26	33.32	4,898.40	5,775.47	\$58,781	\$69,306

HOURLY WAGE SCHEDULE - Police Officers, The following shall be the basic hourly wage schedule for all police officers of the City except those officers who will be considered administrative personnel.

WAGE RANGE NUMBER	A	B	C	D	E	F
P30	25.36	26.21	27.24	28.26	29.31	30.47
P36	28.26	29.31	30.47	31.42	32.37	33.32

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACTS  
WITH THE CITY'S BARGAINING UNITS

WHEREAS, the Wyoming City Council has approved employment contracts between the City of Wyoming and the Administrative and Supervisory Association; the General City Employees Union; the Wyoming Fire Fighters Association, the Police Officers Labor Council Wyoming Command Division; the Police Officers Labor Council Wyoming Division; and the Police Officers Labor Council Emergency Communications Operators Unit, and

WHEREAS, each of the employment contracts include language for a Post Employment Health Plan (PEHP), and

WHEREAS, it is necessary to update the PEHP language due to Nationwide Plan Rules and IRS Regulations, now therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming does hereby approve the amendments to the employment contracts and authorizes the City Manager to execute the attached Memorandums of Understanding.

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Attachments: Memorandums of Understanding

Resolution No. \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Post Employment Health Plan

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

Modify Appendix A, Retirement and Pension Section, item "C5" of the parties' collective bargaining agreement by replacing the current language with the following language:

An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after July 2, 2007 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums.

The City shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1 of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the City's Code of Ordinances and the PEHP plan administrator.

In the event of a duty death, the employee's spouse and eligible dependents shall have their City sponsored health, dental, and vision insurance paid for by the City for five (5) years. The City's insurance shall be secondary to Medicare. City sponsored insurance shall be coordinated with any other insurance the spouse or eligible dependents are able to obtain.

CITY OF WYOMING

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

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

Curtis Holt

Its: City Manager

WYOMING ADMINISTRATIVE AND SUPERVISORY EMPLOYEES ASSOCIATION

Date: 4/15/2010

By: Andrea Zoot

Its: President

MEMORANDUM OF UNDERSTANDING

Post Employment Health Plan

The CITY OF WYOMING (Employer) and the WYOMING FIRE FIGHTERS ASSOCIATION agree as follows:

Modify Article XIV, Section 2(3) of the parties' collective bargaining agreement by replacing the first through fifth paragraphs with the following language:

An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after October 1, 2009 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums.

The City shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1 of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. The flat dollar amount contributed by the City for the period October 1, 2009 until June 30, 2010 shall be \$70 per pay period. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the City's Code of Ordinances and the PEHP plan administrator.

CITY OF WYOMING

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

By: \_\_\_\_\_  
Curtis Holt  
Its: City Manager

WYOMING FIRE FIGHTERS ASSOCIATION

Date: 3/27/10

By: Dennis A. Jassell  
Its: President

MEMORANDUM OF UNDERSTANDING

Post Employment Health Plan

The CITY OF WYOMING (Employer) and the WYOMING CITY EMPLOYEES UNION agree as follows:

Modify Article XVI, Section 3 of the parties' collective bargaining agreement by replacing the first and second paragraphs with the following language:

An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after July 1, 2009 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums.

The City shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1 of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. The flat dollar amount contributed by the City for the period July 1, 2009 until June 30, 2010 shall be \$50 per pay period. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the City's Code of Ordinances and the PEHP plan administrator.

CITY OF WYOMING

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

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

Curtis Holt

Its: City Manager

WYOMING CITY EMPLOYEES UNION

Date: 4-5-2010

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

Its: President

MEMORANDUM OF UNDERSTANDING

Post Employment Health Plan

The CITY OF WYOMING (Employer) and the POLICE OFFICERS LABOR COUNCIL EMERGENCY COMMUNICATIONS OPERATORS UNIT agree as follows:

Modify Article 18, Section 2 of the parties' collective bargaining agreement by replacing the third paragraph with the following language:

An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after November 5, 2007 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums.

The City shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1 of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the City's Code of Ordinances and the PEHP plan administrator.

CITY OF WYOMING

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

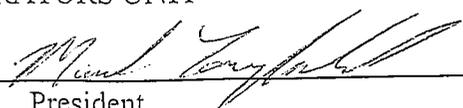
By: \_\_\_\_\_

Curtis Holt

Its: City Manager

POLC EMERGENCY COMMUNICATIONS OPERATORS UNIT

Date: 4/13/2010

By: 

Its: President

MEMORANDUM OF UNDERSTANDING

Post Employment Health Plan

The CITY OF WYOMING (Employer) and the POLICE OFFICERS LABOR COUNCIL WYOMING DIVISION agree as follows:

Modify Article XIX, Section 6 of the parties' collective bargaining agreement by replacing the first paragraph with the following language:

An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after September 4, 2007 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums.

The City shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1 of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the City's Code of Ordinances and the PEHP plan administrator.

CITY OF WYOMING

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

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

Curtis Holt

Its: City Manager

POLC WYOMING DIVISION

Date: April 01, 2010

By: *David Hawley*

Its: President

MEMORANDUM OF UNDERSTANDING

Post Employment Health Plan

The CITY OF WYOMING (Employer) and the POLICE OFFICERS LABOR COUNCIL WYOMING COMMAND DIVISION agree as follows:

Modify Article 17, Section 6 of the parties' collective bargaining agreement by replacing the first and second paragraphs with the following language:

An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after July 1, 2008 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums.

The City shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1 of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the City's Code of Ordinances and the PEHP plan administrator.

CITY OF WYOMING

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

By: \_\_\_\_\_  
Curtis Holt  
Its: City Manager

Date: 04/01/2010

POLC WYOMING COMMAND DIVISION

By: [Signature]  
Its: President

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE POLC EMERGENCY COMMUNICATIONS OPERATORS

WHEREAS, Resolution number 22734, dated November 5, 2007, was adopted by the City Council for the City of Wyoming, approving an Employment Contract between the POLC Emergency Communications Operators and the City of Wyoming, and

WHEREAS, the Employment Contract includes Defined Benefit and Defined Contribution Plan language, and

WHEREAS, the attached Memorandum of Understanding provides that employees currently eligible for the Defined Benefit Plan and with less than ten years of service may make an irrevocable choice to participate in the Defined Contribution Plan, now therefore,

BE IT RESOLVED, that the City Council for the City of Wyoming does hereby approve the amendment to the employment contract with the POLC Emergency Communications Operator Unit and authorizes the City Manager to execute the attached Memorandum of Understanding.

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Defined Contribution Plan

The CITY OF WYOMING (Employer) and the POLC EMERGENCY COMMUNICATIONS OPERATORS UNIT agree as follows:

Modify Article 18, Section 2 of the parties' collective bargaining agreement by replacing the last paragraph with the following language:

An employee is eligible to participate in the defined contribution plan if 1) the employee starts employment with the City after November 7, 2005, and is not eligible to be enrolled in the City's defined benefit plan (as set forth in the City of Wyoming Retirement System) because of previous employment with the City, or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's sponsored defined contribution plan. An employee must complete one year of service to be eligible for benefits under the plan.

The City shall contribute 8% of an employee's compensation into the City's sponsored defined contribution plan. An employee shall be eligible to participate in the plan after completing one year of service with the employer. Compensation shall have the same meaning as under the Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 8% City contribution calculated as if the employee was actively working. Employees currently eligible for the defined benefit plan and with less than ten years of service may make an irrevocable choice to participate in the defined contribution plan before December 31, 2010 on an election form provided by the Employer. The employee must submit the election form to the City by November 1, 2010. Participants in the defined contribution plan are subject to the rules and regulations of the City's sponsored plan. An employee eligible to participate in the defined contribution plan shall not be eligible to participate in the City's defined benefit plan. Plan rules and regulations are subject to Chapter 58, Article V. Defined Contribution Plan, of the City's Code of Ordinances.

CITY OF WYOMING

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

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

Curtis Holt

Its: City Manager

POLC EMERGENCY COMMUNICATIONS  
OPERATIONS UNIT

Date: 4/13/2010

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

Its: President

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE  
POLC EMERGENCY COMMUNICATIONS OPERATORS UNIT

WHEREAS, on April 19, 2009 the Wyoming City Council adopted Resolution number 23554 approving a Dispatch Agreement with the City of Grand Rapids, and

WHEREAS, the Wyoming City Council has approved an employment contract with the POLC Emergency Communications Operators, and

WHEREAS, the attached Memorandum of Understanding provides that the City of Wyoming and POLC Emergency Communications Operators have resolved all issues that affect the transfer of employees from the City of Wyoming to the City of Grand Rapids, now therefore,

BE IT RESOLVED, that the City Manager is authorized to execute the attached Memorandum of Understanding with the POLC Emergency Communications Operators Unit.

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Attachments: Memorandum of Understanding  
Letter dated April 19, 2010

RECEIVED

MAY 3 - 2010

HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

(Dispatch Agreement)

The CITY OF WYOMING ("Employer") and the POLICE OFFICERS LABOR COUNCIL EMERGENCY COMMUNICATIONS OPERATORS UNIT ("Union") have resolved all issues that affect the transfer of employees from the Employer to the City of Grand Rapids. The Employer and the Union agree to the joint response submitted by the City of Wyoming and the City of Grand Rapids (Cities) that is dated April 19, 2010. The joint response by the Cities is attached and made part of this Memorandum of Understanding.

This Memorandum of Understanding is subject to approval by the City Council of Wyoming.

CITY OF WYOMING

POLICE OFFICERS LABOR COUNCIL  
WYOMING DIVISION EMERGENCY  
COMMUNICATIONS OPERATORS

By: \_\_\_\_\_  
Curtis Holt  
Its: City Manager

By: W.K. Poul  
Its: LABOR REPRESENTATIVE

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

Dated: April 30, 2010



City Manager's Office

Telephone 616/530-7272

1155 - 28th Street, S.W., Box 905 Wyoming, Michigan 49509-0905

Web: www.wyomingmi.gov



MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Curtis L. Holt

April 19, 2010

Mr. Will Keizer  
Labor Representative, P.O.L.C./G.E.L.C.  
1293 Oakwood Drive  
Jenison, MI 49428

Re: Response to ECO Union Issues of March 9, 2010

Dear Mr. Keizer:

You requested the opportunity to bargain over the issues that affect the transition of City of Wyoming employees who are members of the Emergency Communications Operators Unit to the City of Grand Rapids. You presented the issues to representatives of the City of Wyoming at a meeting held on March 9, 2010. We believe the issues presented included in the document dated March 9, 2010 is a complete list of all the conditions the Union requests. This letter will serve as the City of Wyoming and City of Grand Rapids (Cities) joint response to the Union's issues.

As a preliminary matter, none of the items on the Union's list concern terms and conditions of employment with the City of Wyoming. Subject to and without waiving this issue, the Cities respond as follows:

In this response Wyoming employee(s) shall mean employee(s) who are members of the Emergency Communication Operators Unit of the City of Wyoming, accept employment with the City of Grand Rapids no later than June 1, 2010 and become employees of the City of Grand Rapids as Emergency Communications Operators July 1, 2010.

Union Issue #1. *We accept the general terms and conditions of the Grand Rapids Collective Bargaining Agreement except for the changes included herein:*

Cities Response: It is the understanding of the Cities that Wyoming employees shall be covered by the Grand Rapids Collective Bargaining Agreement in effect for Emergency Communication Operators beginning

on July 1, 2010, except as noted in the Cities response to the remaining Union issues.

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Union Issue #2. *Seniority with respect to all items concerning benefit accrual (i.e., sick leave, vacation leave, etc.) shall be carried forward at the rate it was on the date of the transfer of employment.*

Cities Response:

a) Sick time shall be earned and used in accordance with Article 22 of the Grand Rapids Collective Bargaining Agreement. See Cities Response to #3 below for transfer of accrued sick leave.

b) Vacation shall be earned and used in accordance with Article 20 of the Grand Rapids collective bargaining agreement, except as follows: During the first calendar year of employment with Grand Rapids, Wyoming employees may use accumulated vacation balances transferred from the City of Wyoming that the employee would be eligible to use if employment continued with Wyoming. On January 1, 2011, employees shall be credited with vacation by Grand Rapids based on the number of full calendar months worked as an employee of Wyoming and Grand Rapids in the calendar year of 2010. Vacation credits shall be earned based upon the employee's combined years of service with both Wyoming and Grand Rapids subject to a maximum annual accumulation of 160 hours. See Cities Response to #3 below for transfer of accrued vacation leave.

c) Wyoming employees will begin to earn longevity payment eligibility as a new hire by Grand Rapids according to the Grand Rapids Collective Bargaining Agreement schedule.

d) Wyoming employees shall be vested in Wyoming's Retirement System (Defined Benefit, Defined Contribution, Retiree Health, and Post Employment Health Plan) on the date of termination of employment with the City of Wyoming in accordance with the terms and conditions of the Wyoming City Code, Wyoming's collective bargaining agreement and plan documents. Upon termination of employment with Wyoming, employees shall not be eligible to earn additional benefits under the Wyoming Retirement System. Employees shall be eligible to participate in the Grand Rapids Retirement pension and retiree health savings account (RHSA) as new hires beginning on the first day of employment with Grand Rapids. All Wyoming employees will participate in the City

of Grand Rapids Retirement Health Savings Account program (RHSA) beginning as new hires under the terms of the Grand Rapids Plan.

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Union Issue #3. *All accrued benefit banks (i.e., sick leave, vacation leave, etc.) shall be carried forward as they were on the date of the transfer of employment.*

Cities Response: The accrued sick time and vacation time benefit bank of each Wyoming employee shall be carried forward to employment with the City of Grand Rapids upon hire as follows.

- a) The City of Wyoming will pay the City of Grand Rapids the full accrued value of the accrued Wyoming sick time and vacation benefits (plus the employer's share of FICA) for each Wyoming employee hired by the City of Grand Rapids.
- b) The Wyoming payment amount, less the employer's share of the FICA amount, will be divided by the new Grand Rapids hourly rate to determine the hours of sick time and vacation time to be credited to each person hired by the City of Grand Rapids.
- c) Wyoming shall pay each Wyoming employee for any accrued Holiday Comp Time and Floating Holiday balances.
- d) Wyoming shall pay each Wyoming employee a prorated amount of longevity pay based on time worked from November 1 of the preceding calendar year to the date the employee terminates employment with Wyoming.

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Union Issue #4. *All seniority for the purposes of layoff and return to work provisions shall remain as they were on the date of the transfer of employment.*

Cities Response: All Wyoming employees shall be considered new hires to the City of Grand Rapids as of July 1, 2010. Furthermore, Wyoming employees shall maintain the same seniority order among Wyoming employees that they held when employed by the City of Wyoming.

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Union Issue #5. *Seniority for the purposes of bidding (i.e., shift bid, vacation bid) shall begin as of the date of the transfer of employment. Wyoming employees shall be ranked by their current seniority and then placed, for this purpose only, at the lowest seniority positions.*

Cities Response: All Wyoming employees shall be considered new hires to the City of Grand Rapids as of July 1, 2010. Furthermore, Wyoming employees shall maintain the same seniority order among Wyoming employees that they held when employed by the City of Wyoming.

---

Union Issue #6. *All Wyoming Pension Systems shall be frozen for the current Wyoming employees. Transferred employees shall join the Grand Rapids ECO pension system as new hires. Wyoming transfers shall require only three (3) years for vesting in the Grand Rapids Pension Plan. (3<sup>rd</sup> sentence withdrawn by Union)*

Cities Response: See Cities Response #2 (d), including the following: Wyoming employees shall become participants of the pension fund offered to Grand Rapids ECO's as new hires subject to the same eight-year vesting, contributions and other terms provided in the Grand Rapids Collective Bargaining Agreement.

---

Union Issue #7. *No employee shall suffer a wage reduction as a result of the transfer.*

Cities Response: Each newly hired Wyoming employee shall enter the Grand Rapids ECO wage and salary schedule at the nearest level to their current base hourly wage at the City of Wyoming upon the date of termination of their employment with the City of Wyoming. No former Wyoming employee shall enter service with Grand Rapids at a base hourly wage lower than his or her last base hourly wage with the City of Wyoming. Wage means the base hourly wage and excludes overtime, shift premium, or any other addition to base hourly wage.

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These terms and conditions shall apply only to those Wyoming Dispatchers accepting employment with the City of Grand Rapids no later than June 1, 2010. This condition must be met by signing a letter of intent in

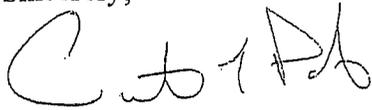
a form approved by the City of Grand Rapids. The first day of employment with the City of Grand Rapids shall mean July 1, 2010.

For all other terms and conditions of employment, the Emergency Communications Operators of Wyoming shall be governed by the Grand Rapids Collective Bargaining Agreement with the Emergency Communication Operators.

The responses by the Cities to the above issues are subject to approval by the Wyoming City Council and Grand Rapids City Commission. Please confirm in writing your response to the proposal by the Cities.

(Remainder of page intentionally left blank.)

Sincerely,



Curtis Holt  
City Manager, Wyoming



Greg Sundstrom  
City Manager, Grand Rapids

CC: Ed Hillyer, POLC  
Mark Longfield, ECO Wyoming  
Mike Woronko, POLC  
Mike Krenz, ECO Grand Rapids

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

Motion carried: \_\_\_\_ Yeas, \_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of  
Wyoming, Michigan at \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Attachment: Employment Agreement

Resolution No. \_\_\_\_\_

## CITY OF WYOMING

### EMPLOYMENT AGREEMENT – CITY MANAGER

THIS AGREEMENT between Curtis Holt, of 4702 Cranwood S.W., Wyoming, Michigan 49509 (hereinafter “Manager”), and the City of Wyoming, a municipal corporation, of 1155 – 28<sup>th</sup> Street, S.W., Wyoming, Michigan 49509 (hereinafter the “City”) is made effective July 1, 2010, on the following terms:

1. **TERM .** The City hereby employs Manager as City Manager of the City. This appointment shall be effective July 1, 2010. Manager serves at the pleasure of the City Council and his employment may be terminated at any time by resolution of a majority of the City Council as provided by the City Charter and City Code.

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

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

4. **COMPENSATION.**

a. Manager’s salary for the position shall be at the rate of \$123,717 annually on the basis of a 38 hour work week schedule. If the Manager returns to a 40 hour work week schedule, the salary shall be at the rate of \$130,229 annually. The City

Council shall formally evaluate Manager's performance and consider an additional salary increase or bonus if appropriate.

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

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

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

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

5. **BENEFITS.**

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

b. Hospital, Medical, Dental, Vision and Disability Insurance - The City will provide the Manager with health (i.e., hospital and medical), dental, vision, and disability insurance on the same terms that apply to the City's administrative staff. The liability of the City is limited to the payment of premiums for the insurance coverage and shall not extend to the providing of benefits, unless the City, in its discretion, elects otherwise. Manager shall contribute 10% of the monthly premium cost for health insurance. The annual contribution shall not exceed 2.0% of the Manager's pay. The health insurance premium shall be based on the monthly premium recommended by the City's insurer or, if applicable, third-party administrator.

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

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

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

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

f. Other Insurance - Provided that all eligibility and insurability criteria are met, the Manager shall be provided with term life insurance providing death benefits in an amount equal to two (2) times his salary. The City's liability is limited to the payment of premiums for the life insurance coverage and shall not extend to the payment of benefits. The City shall provide the Manager with an Accidental Death and Dismemberment (AD&D) benefit or Disability benefit with terms acceptable to the Wyoming City Council. This benefit shall be effective as soon as administratively possible after the effective date of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of

illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Manager or to the employment relationship between Manager and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

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

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

CITY OF WYOMING

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

\_\_\_\_\_  
Curtis Holt  
Its: City Manager

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

\_\_\_\_\_  
Jack Poll  
Its: Mayor

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

\_\_\_\_\_  
Heidi A. Isakson  
Its: City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE A CONTRACT FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS, the 2010/2011 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist moderate to low income Wyoming residents; and

WHEREAS, four programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair program, an Access Modification Program for persons with disabilities, a Foreclosure Intervention program, and a Builders' Abundance program; and

WHEREAS, funds shall be available for the activity under Account # 256-400-69211-956.085, now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$75,000.00.

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

Motion carried: \_\_\_\_ Yeas, \_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attachment: Contract

Resolution No. \_\_\_\_\_

# MEMORANDUM

TO : Curtis Holt, City Manager

FROM : Rebecca L. Rynbrandt, Community Services Director

DATE : May 4, 2010

SUBJECT : 2010-2011 FY Agreement for Home Repairs through the Home Repair Services (HRS) agency using CDBG funds

Founded on recommendation by the citizen's Community Development Committee, the Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2010 through June 30, 2011 on Monday, May 3, 2010. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. To this end, we are proposing a renewal of our agreement with area non-profit Home Repair Services, Inc.

This year's agreement includes four programs, namely a Minor Home Repair program, an Access Modification program for persons with disabilities, a Builders Abundance program, and a Foreclosure Intervention program. The agreement reflects a 114% funding increase in response to the new vision cast by the Community Development Committee and affirmed by City Council in prioritizing support for low-income home owners.

The City of Wyoming has maintained a long standing relationship with Home Repair Services as no other contractor in this area provides similar services. To this end, no bids were solicited. We suggest the City Council adopt a resolution to authorize the Mayor and City Clerk to enter into a contract with Home Repair Services of Kent County in an amount not to exceed \$75,000.00.

Attachment: Resolution

CONTRACT BETWEEN  
THE CITY OF WYOMING  
AND  
HOME REPAIR SERVICES OF KENT COUNTY, INC.  
JULY 1, 2010 THROUGH JUNE 30, 2011

THIS CONTRACT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, effective from July 1, 2010 through June 30, 2011 and by and between the City of Wyoming, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and Home Repair Services of Kent County, Inc., a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Contractor".

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to perform certain services and activities; and

WHEREAS, the Contractor agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

NOW, THEREFORE, the City and the Contractor do mutually agree as follows:

SECTION 1 - PROGRAM OBJECTIVES:

1. The program objectives of this Agreement are herein established as the standards to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Contractor.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
  - a. Providing a Minor Home Repair Program. The purpose of this program is to provide small emergency home repairs to single family owner occupied households for very-low income homeowners.
  - b. Providing an Access Modification Program. The purpose of this program is to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses. Participants may be homeowners or renters.
  - c. Providing a Foreclosure Intervention Program. The purpose of this program is to provide intervention and counseling services to persons facing foreclosure of their home mortgage.

- d. Providing for a Builders' Abundance Program. The purpose of this program is to provide a low-cost "retail" environment whereby donated materials (paint, windows, cabinets, etc) are available for resale to lower income home owners.

**SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAMS:**  
(Minor Home Repair, and Access Modification Programs)

1. The Contractor shall accept all requests from eligible persons desiring home repair assistance. The Contractor shall investigate the nature of the emergency assistance desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair, and Access Modification Program exceeds the Contractor's ability to supply the service, the Contractor shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.
2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair, and Access Modification Program. The co-payment policy may be amended by the Contractor's Board of Directors upon approval by the City, and is attached to this contract.
4. If the Contractor should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Contractor and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Contractor shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Contractor is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Contractor or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement, including the income guidelines described in an attachment to this Contract. The income guidelines for Minor Repair and Access Modification programs shall be 50% of area median income as calculated by the Federal Government.
6. The Contractor shall be properly licensed to provide the services required by this Contract. The Contractor and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Contractor agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Contractor's area of Contract activities.
8. The Contractor shall maintain insurance on the property and any materials inventory,

sufficient to reimburse for losses due to fire, theft, and other perils.

9. The Contractor may provide up to 22 hours of on-the-job training in these Repair Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

### SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Contractor shall provide 425 hours of minor repair to include labor and materials plus \$2,500 of subcontracted repairs to be spread to a minimum of 75 homes of very-low income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Contractor shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$36,000 except as revised by Section 16, Part 1.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$1,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of both the City and the Contractor, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Contractor shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Contractor shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

### SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted to: a

ramp, doorway widenings, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$3,000. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Contractor's Executive Director in accordance with the Contractor's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$20,000, except as revised by Section 16, Part 1.

2. This program will be available both to rental units as well as owner occupied units. The Contractor shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Contractor shall provide at least 200 hours labor and \$0 of subcontracted work for access modifications to be spread among at least 6 households.
4. This program will be available both to rental units as well as owner occupied units. In the case of rental units the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
5. Only those access modifications that are physically attached to the structure will be provided by this program.
6. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

## SECTION 5 – FORECLOSURE INTERVENTION PROGRAM

1. The contractor shall provide foreclosure intervention services to a minimum of 125 Wyoming low income homeowners. These services shall include intake assessments, individualized counseling, group education through economic literacy classes, or referrals.
2. The contractor shall also provide any necessary outreach and marketing for this program.
3. The contractor shall provide education and counseling to help the homeowners avoid predatory lenders and secure less costly prime loans. This may include individual counseling or group classes.
4. The maximum amount paid by the City for Foreclosure Intervention services under this contract is \$9,000.

## SECTION 6 – BUILDERS’ ABUNDANCE

This program shall provide donated surplus building material to eligible lower-income homeowners and nonprofit organizations within the City of Wyoming.

The Contractor shall solicit, collect, store and sell surplus building materials for approximately 15% to 30% of retail value.

The Contractor may also purchase certain building materials in bulk and make them available to eligible lower-income homeowners at cost.

The Contractor shall provide material to a minimum of 170 eligible residents and non-profit charitable organizations.

No material containing lead-based paint may be accepted or sold by the Builder's Abundance Program.

The maximum amount paid by the City for the Builder's Abundance Program shall be \$10,000.

Since the program is partially funded by the City's Community Development Block Grant Program, the Contractor agrees that a portion of the program's annual sales receipts will be returned to the City as program income. This amount will be proportionate to the amount of total program expenses which are paid for by the City.

The Contractor may draw down the funds for this program at the rate of \$2.00 for every \$1.00 in sales paid by a qualifying resident or non-profit organization in the City of Wyoming.

If the Contractor finds that certain items of donated building materials are not appropriate for, or desirable to, low income homeowners, the Contractor may sell those items to the general public, taking care that the general public is not allowed to buy from the regular Builders' Abundance inventory. Any payment received from sales to the general public will be program income.

## SECTION 7 - WARRANTY/APPEAL:

1. Contractor Minor Home Repair/Accessibility Modifications files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Contractor liability. Further requirements may be introduced to facilitate quality control site visits.
2. The Contractor agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the

warranty. The Contractor shall submit an annual report to the City identifying warranty repairs for each of the programs.

#### SECTION 8 - LOSS OF CLIENT ELIGIBILITY:

1. The Contractor may withhold services for a period of one year and demand full restitution from any client who has defrauded the program. City staff shall be notified of the full circumstances in writing of each case.
2. The Contractor may deny all services to a client who has been physically or verbally threatening to the Contractor's staff. City shall be notified in writing of each such case.
3. In the cases where the client refuses to sign the Service Agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty, the client shall be directed to the Contractor's complaint policy.
4. The Contractor may either double the normal co-payment or charge or refuse to do the work altogether in cases where there is serious neglect or abuse of the house by the homeowner.

#### SECTION 9 - HOUSES FOR SALE/RENTAL UNITS:

1. The Contractor shall not provide labor related services to homes that are listed for sale.
2. Only 1-4 unit residential dwellings are eligible. If a dwelling has more than one unit, one of the units must be occupied by the participant.
3. Minor Home Repair shall not be provided to the rental portions of owner occupied multifamily houses unless:
  - a. The rental unit is occupied by a relative and
  - b. The household income of the rental unit combined with the owner's household income falls within the income guidelines.
  - c. The Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

#### SECTION 10 - OVERRUNS:

It is acknowledged that the Contractor has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Contractor and the homeowner avoid extensive work which could reduce the total number of households to be assisted. The Contractor shall submit an annual report detailing the overruns of the Minor Home Repair, and Access Modification Program.

#### SECTION 11 - RECORDS:

1. Each Job Cost Report shall contain a telephone number and other identification of the homeowner, and all Job Cost Report forms shall be identified to assist in the sample inspections. A reasonable effort must be made to obtain the homeowner's signed

approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file. Each Job Cost Report shall identify the number, and cost of units of labor and total cost of materials, labor, and subcontractors.

2. The Contractor shall maintain inventory and financial records, as cited within this Contract, sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
3. Unless otherwise expressly authorized by the City, the Contractor shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
4. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved.

#### SECTION 12 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Contractor agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Contractor shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
2. Administrative Practices and Policies. The Contractor shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Contractor's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.
3. Equal Opportunity Employment. The Contractor shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
4. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July, 31, 2011:
  - a. An annual performance report, detailing levels of service given by each program.
  - b. An annual and unduplicated demographic report counting all households served by the Contractor with City Community Development funds in each separate program broken down as follows:
    - (1). Race
    - (2). Age
    - (3). Female Head of Household

In addition, the Contractor agrees to submit special reports when requested.

SECTION 13 - TIME OF PERFORMANCE:

1. On July 1, 2010, the Contractor shall commence performance of the services and activities required under this Contract.
2. The Contractor shall continue to perform such services and activities until the expiration of this Contract on June 30, 2011, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 14 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Contractor an amount up to Seventy Five Thousand and 00/100 dollars (\$75,000.00) from the City's Community Development Block Grant funds for the programs listed below.

* Minor Home Repair	\$36,000.00
* Access Modification Program	\$20,000.00
* Foreclosure Intervention	\$9,000.00
* Builders Abundance	\$10,000
	<hr/>
	\$75,000.00

The amount for each program may be transferred between programs by permission of the City (by the Community Services Director).

2. It is expressly understood by and between the City and the Contractor that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Contractor pursuant to this Contract, exceed the maximum sum of Seventy Five Thousand and no/100 dollars (\$75,000.00) from the City's Community Development Block Grant funds.
3. The Contractor agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Contractor agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Contractor.

SECTION 15 - CONTINUED FUNDING:

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 33.

SECTION 16 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Contractor under Section 16 herein, notwithstanding any other provision of this Contract, upon written notice to the Contractor when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of

the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

2. Any unearned payments under this Contract may be suspended by the City upon the Contractor's refusal to accept and comply with any additional conditions or requirements of the City.
3. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

#### SECTION 17 - DONATION AND FEES:

Donations and fees which are received by the Contractor in connection with provision of services with this Contract shall be included in its monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

#### SECTION 18 - CONTRACT MODIFICATIONS:

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which the Contractor is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Contractor, and incorporated into written amendments to this Contract after approval by the City.

#### SECTION 19 - CONTRACTOR'S FAILURE OF PERFORMANCE:

The failure of the Contractor to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

1. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
2. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Contractor and allow the Contractor ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Contractor fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Contractor.
4. Reduction of Compensation by the City. In the event the Contractor fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Contractor in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:

- a. In the event the Contractor fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Contractor beyond that expressly provided for within Section 9 hereof.
- b. In the event this Contract is terminated:
  1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Contractor with City funds pursuant to the Contract, shall become the property of the City; and
  2. The Contractor shall receive just and equitable compensation for any work which the Contractor satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.
  3. It is agreed that nothing contained herein shall:
    - a. Deprive the City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Contractor upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
    - b. Relieve the Contractor of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Contractor; and if it sustains such damages, the City may withhold as a set off any payments due the Contractor, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

#### SECTION 20 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:
  - a. Make available to the City all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
  - b. Permit the City to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
  - c. Allow the City to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Contractor shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."

#### SECTION 21 - CONFLICT OF INTEREST:

1. The Contractor covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. The Contractor shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

#### SECTION 22 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

The Contractor shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Contractor from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the City of any such assignment or transfer.

#### SECTION 23 - LOBBYING AND POLITICAL ACTIVITIES:

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City Council.

#### SECTION 24 - "SAVE HARMLESS" CLAUSE:

The Contractor shall indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Contractor shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Contractor or its subcontractors. The insurance coverage specified herein and in the special conditions constitute the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Contractor under the terms and conditions of this Contract. The Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

#### SECTION 25 - CIVIL RIGHTS:

1. The Contractor agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.
2. The Contractor agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
4. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

#### SECTION 26 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Contractor shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 USC 276c).

#### SECTION 27 - SEVERABILITY OF PROVISIONS:

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

#### SECTION 28 - WAIVER:

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

## SECTION 29 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

## SECTION 30 - CITY DEPARTMENT OR OFFICE:

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

## SECTION 31 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Contractor will comply with the requirements and standards specified in the following federal regulations:

- a. OMB Circular A-122, "Cost Principals for Non-Profit Organizations".
- b. OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
- c. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".
- d. Subpart K of 24CFR570, "Other Program Requirements", except that the Contractor does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

## SECTION 32 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Contractor is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Contractor, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Contractor over the proceeding months of this Contract. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The

City shall also compensate the Contractor for any required expenses in excess of the average monthly payment.

**SECTION 33 – REVERSION OF ASSETS**

When this contract ends, the Contractor must transfer to the City any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies. Since no CDBG funds will be used for the acquisition or improvement of real property, disposition requirements are not necessary.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first above written.

Witness:

CITY OF WYOMING,  
a Michigan municipal corporation

\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
Heidi A. Isakson, City Clerk      Date

HOME REPAIR SERVICES OF KENT COUNTY,  
INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Tim Morris, Chairperson      Date

\_\_\_\_\_

By: \_\_\_\_\_  
David Jacobs, Executive Director      Date

Approved as to form:

\_\_\_\_\_  
Jack R. Sluiter, City of Wyoming

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SUPPORT THE PROJECT TO REHABILITATE  
THE BURLINGAME AVENUE BRIDGE OVER BUCK CREEK  
LOCATED JUST SOUTH OF 44<sup>TH</sup> STREET, WYOMING, MICHIGAN

WHEREAS, in 2006, a bi-annual bridge inspection declared the Burlingame Avenue bridge over Buck Creek structurally deficient, and

WHEREAS, subsequently, the bridge has been posted with load restrictions to prevent trucks over 43 tons from crossing the structure, and

WHEREAS, the City of Wyoming is seeking State of Michigan Local Bridge Program funding to rehabilitate the bridge, and

WHEREAS, it is in Wyoming's best interest to apply for Local Bridge Program funding and to rehabilitate the Burlingame Avenue bridge; now, therefore,

BE IT RESOLVED that the City Council hereby supports the project to rehabilitate the Burlingame Avenue Bridge over Buck Creek with Local Bridge Program funds.

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE FINAL PAYMENT TO  
THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE  
28<sup>TH</sup> STREET STREETScape PROJECT

WHEREAS, in 2000, the Michigan Department of Transportation (MDOT) and the City of Wyoming worked together to improve the landscaping and pedestrian lighting along 28<sup>th</sup> Street between Burlingame Avenue and Clyde Park Avenue as part of the 28<sup>th</sup> Street Streetscape project, and

WHEREAS, in 2006, the City of Wyoming received a \$291,682 reimbursement from MDOT as part of the City – State Agreement identifying costs and obligations of each party for the project, and

WHEREAS, upon an audit of the project in 2007, \$67,772 of the reimbursement amount was for work performed outside the original scope of the project, and hence not reimbursable per the City – State Agreement, and

WHEREAS, the final invoice from MDOT in 2010 for \$67,772, will return the ineligible reimbursement money to MDOT and finalize the 28<sup>th</sup> Street Streetscape project, and

WHEREAS, this cost can be financed out of the Capital Improvements Program Fund but a budget amendment is necessary; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes final payment to the Michigan Department of Transportation for the 28<sup>th</sup> Street Streetscape project in the amount of \$67,772 and approves the attached budget amendment.

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
HEIDI A. ISAKSON  
Wyoming City Clerk

Attachment: Budget Amendment

Resolution No. \_\_\_\_\_



City of Wyoming  
 Audit ID 2007-107  
 Summary of Review

Contract Number	99-5090	2000-5185
Department Job Number	46835A	46857A
Federal Item Number	LL0125	LL0149
Period	<u>05/24/99- 01/05/00</u>	<u>06/05/00- 04/04/02</u>
Reported Costs	<u>\$116,364</u>	<u>\$892,979</u>
<u>Review Adjustments</u>		
Extra Work	\$(19,451)	\$(77,729)
Non Participating Work Items		(464,344)
Total Adjustments	<u>\$(19,451)</u>	<u>\$(542,073)</u>
Costs Eligible for Federal Reimbursement	\$96,913	\$350,906
Federal Participation Rate	<u>50%</u>	<u>50%</u>
Amount Reimbursable	\$48,457	\$175,453
Less Department Payment	<u>58,182</u>	<u>233,500</u>
Amount Due Department	\$(9,725)	\$(58,047)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE CHANGE ORDER NUMBER NINE  
FOR THE CONSTRUCTION OF THE PHASE 1B PLANT EXPANSION PROJECT  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE THE CHANGE ORDER

WHEREAS, on February 15, 2007, City Council adopted Resolution #22480 which authorized award of bid to Granger Construction Company for the construction of the Phase 1B Plant Expansion at the City's Water Treatment Plant, and

WHEREAS, a change order is being requested as detailed in the attached memorandum from the City's Water Plant Superintendent, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize change order number nine as summarized in the attached memorandum and authorizes the Mayor and City Clerk to execute the change order.

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

Motioned carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandum  
Change Order Number Nine

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

## Memorandum

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**To:** Curtis Holt, City Manager  
**From:** Gerald Caron, Superintendent  
**Date:** May 10, 2010  
**Re:** WTP Phase IB Project – Change Order No. 9

---

On April 12, 2010, we discussed with the City Council the need to move forward with additional changes to the Phase IB Project. The discussion included approximately \$170,000.00 worth of changes to the contract. Following the discussion with the City Council, we asked our consultant Black & Veatch to prepare a change order, and authorized the contractor to move ahead with the work.

We are now ready to process Change Order #9 for the contract with Granger Construction Company. The amount of Change Order #9 is \$140,880.16. With the approval of this change order, we will have used approximately 30 percent (\$1,040,000.00) of the \$3,500,000.00 project contingency. The project is more than 90 percent complete.

In conclusion, I am requesting authorization for Change Order #9 on the contract with Granger Construction Company at a cost of \$140,880.16. This will bring the total value of the contract with the Granger Construction Company for the Phase IB Project to \$70,885,524.43.

cc: B. Dooley

WYOMING, MICHIGAN  
DONALD K. SHINE WATER TREATMENT PLANT

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PHASE IB EXPANSION

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CHANGE ORDER NO. 9

A. SCOPE. Change Order No. 9 consists of pages CO9-1 through CO9-4 and covers the following changes to the Contract provisions.

B. GENERAL

All work to be in accordance with applicable requirements of the Contract Documents.

1. Programming Modifications for South Treatment Facility.

Sludge Collection System

Modify timing logic to allow operator adjustable on-time and set off-time frequency to the automation of the scraper cycling. Coordinate collection sequence with automatic modulation of the sludge withdrawal valves. Add collection run permissive to the sludge withdrawal valve logic

Gravity Thickener

Provide logic to maintain constant level in the thickening basin by automatically adding unthickened sludge when transferring thickened sludge out of the basin.

Automatic Filter Flow Control with Remote Setpoint

Revise filter control logic to allow for utilizing one selectable location and common datum to operate all Main Building and South Treatment Facility filters.

Filter Backwash Sequence

Provide a backwash modification which will allow the operator to select the post-backwash filter status. Disable nuisance alarms during backwash cycles. Add a lock-out feature to the air scour sequence at high water levels.

This change results in an increase of \$29,917.45 to the Contract Price.

2. Filter Venting. Provide 1-inch vents on each of the six new filter backwash lines.

These changes result in an increase of \$11,493.00 to the Contract Price.

3. Filter Headloss Instrumentation Configuration Changes. Modify the filter headloss meter supply tubing to draw directly from the concrete filter effluent gullet.

This change results in an increase of \$5,670.00 to the Contract Price.

4. Filter Influent Sample Tap Location. Relocate the South Treatment Facility filter influent sample tap location.

This change results in an increase of \$1,250.55 to the Contract Price.

5. Fluoride Transfer Pumps. Replace the Fluoride transfer pumps with centrifugal pumps.  

This change results in an increase of \$16,569.00 to the Contract Price.
6. Alum Transfer Pump Discharge Configuration Changes. Provide a pressure sustaining devices on each of the two Alum transfer pump discharge lines.  

This change results in an increase of \$5,831.70 to the Contract Price.
7. Main Building Laboratory Specialty Gas Provisions. Provide specialty gas piping and equipment connections to service laboratory analysis equipment.  

This change results in a maximum potential addition in the amount of \$15,199.80 to the Contract Price. Final amount of this addition shall be subject to agreement of Owner, Engineer, and Contractor prior to final authorization for payment.
8. Fire Exit Egress Modification. Reverse the direction of the door swing of the storefront double Door 1201B.  

This change results in an increase of \$1,803.42 to the Contract Price.
9. Fire Exit Sign Addition and Relocation. Relocate two lighted exit signs and provide one additional lighted exit sign in the South Treatment Facility.  

This change results in an increase of \$3,438.75 to the Contract Price.
10. Fire Alarm Safety Requirements. Provide additional audio and visual fire alarm provisions in the South Treatment Facility.  

This change results in an increase of \$2,333.10 to the Contract Price.
11. Main Building Fire Extinguisher Requirements. Provide fire extinguishers for the Main Building Expansion. Scope of these changes is as agreed to in the Engineer's review of associated time and materials for the Work.  

This change results in an increase of \$8,151.94 to the Contract Price.
12. Fire Damper to Dehumidifier Intake. Provide a fire damper for the dehumidifier intake in Room 2114 of the Main Building.  

This change results in an increase of \$437.85 to the Contract Price.
13. Main Building Expansion Wall Finish Changes. Provide ceramic tile veneer on the east and south walls in the Main Building Lobby Room 2101, the east wall in the Vestibule Room 2100, and the south wall in Corridor 2205 at entry to Rooms 2210 and 2211.  

This change results in an increase of \$16,062.21 to the Contract Price.
14. Main Building Window Changes. Change the dimensions of the window openings on 7- line and eliminate one window on Ac-line. Fill the eliminated openings with cement masonry units and wall finish to match the exterior of the building.  

This change results in an increase of \$919.80 to the Contract Price.

15. Main Building Mop Sink Plumbing Changes. Relocate existing drain and vent piping associated with the existing mop sink to facilitate surrounding construction.  
  
This change results in an increase of \$1,730.40 to the Contract Price.
16. Main Building Men's Room and Women's Room. Replace the existing fixtures and provide drywall to cover the existing wall surface.  
  
This change results in an increase of \$1,921.45 to the Contract Price.
17. Grandville Metering Station Meter Replacement. Replace the existing mechanical flow meter with a new magnetic flow meter.  
  
This change results in an increase of \$18,149.74 to the Contract Price.
18. Substantial Completion Time Extension. Add 67 days to the Contract Substantial Completion date. Substantial Completion is now required by September 15, 2010. Date of readiness for final payment remains unchanged.

By reason of this Change Order No. 9, the Contract Price shall be increased by \$140,880.16 to \$70,885,524.43.

SUMMARY

Original Contract Amount	\$81,078,000
Change Order No. 1	(\$11,117,939)
Change Order No. 2	\$179,850
Change Order No. 3	Not Used*
Change Order No. 4	\$43,213
Change Order No. 5	\$180,000
Change Order No. 6	\$0
Change Order No. 7	\$188,949.18
Change Order No. 8	\$192,571.09
Change Order No. 9	\$140,880.16
Revised Contract Amount	\$70,885,524.43

\*Change Order No. 3 has been cancelled.

All other provisions of the contract remain unchanged.

*This Change order constitutes a full and complete settlement of the matters set forth herein; including all direct and indirect costs for equipment, manpower, overhead, profit and time. This settlement also is limited to and applies to any claims arising out of or in account of the matters described and set forth in this agreement.*

Recommended by:

BLACK & VEATCH  
(Engineer)

\_\_\_\_\_  
David S. Koch, P.E.  
Project Manager

CITY OF WYOMING, MICHIGAN  
(Owner)

\_\_\_\_\_  
Gerald H. Caron  
WTP Superintendent

Approved as to form:

\_\_\_\_\_  
Jack R. Sluiter  
Counsel, City of Wyoming

Accepted by:

GRANGER CONSTRUCTION COMPANY  
(Contractor)

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

Accepted by:

CITY OF WYOMING, MICHIGAN  
(Owner)

\_\_\_\_\_  
Jack Poll, Mayor

\_\_\_\_\_  
Heidi A. Isakson, City Clerk

Date \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
LIQUID ALUMINUM SULFATE

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent, US Aluminate Company offered members of the West Michigan Cooperative Purchasing Agencies a third year renewal for the purchase of liquid Aluminum Sulfate (alum), and

WHEREAS, last year City Council authorized a second year renewal and as detailed in that attached memorandum it is recommended City Council accept the third renewal from US Aluminate Company, and

WHEREAS, purchases of liquid Aluminum Sulfate (alum) will be charged to the Water Fund Chemical Supplies Account #591-591-55300-740000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of liquid Aluminum Sulfate to US Aluminate Company in accordance with the attached memorandum, and

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

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandum  
Letter  
Price Quotation

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

Resolution No. \_\_\_\_\_

## Memorandum

---

**To:** Kim Oostindie, Purchasing Director  
**From:** Gerald Caron, Superintendent  
**Date:** May 6, 2010  
**Re:** Aluminum Sulfate Renewal Agreement

---

US Aluminate Company (USALCO) has offered the Grand Rapids Co-Op firm pricing on aluminum sulfate (alum) for the remaining two years of the current contract. The renewal agreement is for the City of Grand Rapids and West Michigan Cooperative Purchasing Agencies. The City of Wyoming has been part of this group for many years along with the Cities of Muskegon, Muskegon Heights, Holland, and Grand Haven. The renewal price for Alum is \$449.82 per ton from May 21, 2009 through May 20, 2011.

In conclusion, I recommend that the City accepts the renewal price from the City of Grand Rapids cooperative purchase for Liquid Aluminum Sulfate from the US Aluminate Company at a cost of \$449.82 per ton.

If you concur I request that this be taken to the City Council for approval.



May 13, 2009

Tony Wojciakowski  
Buyer  
City of Grand Rapids  
Purchasing Department  
300 Monroe NW  
Grand Rapids, MI 49503

Dear Tony:

Per our recent communications, USALCO is pleased to offer the Grand Rapids Co-Op firm pricing on aluminum sulfate (alum) for the remaining two years of our current contract. Said pricing will be \$449.82 / dry ton from 5/21/2009 through 5/20/2011. Please find attached a formal quote for your records.

Please contact me should you have any questions or if I can be of assistance. We appreciate your business and look forward to continuing to provide quality product and service to the city of Grand Rapids.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Tesone', is written over a light blue horizontal line.

Chris Tesone  
USALCO  
Regional Sales Manager



## Price Quotation

Quote Number: 8463

Quotation Date: May 01, 2009

Price Quote to: Grand Rapids (City of)

c/o: Francik, Terry

Ship to: Lake Michigan Filtration Plant  
17350 Lake Michigan Drive  
West Olive, MI 49460  
USA

USALCO Salesman: Chris Tesone

F.O.B.: Origin

Freight Terms: OT DEL

Payment Terms: Net 30

Standard Lead-time: 2 - 3 days ARO

Quote Effective: May 21, 2009

**Environmentally Hazardous Substances**  
**Liquid, N.O.S., 9, UN3082, PGIII**  
**(Aluminum Sulfate, Solution)**

Estimated Quantity Per Quote: 996.00 Tons	
Package Type: TRUCK	<u>Price/Tons</u>
Typical Order Quantity: 11.00 Tons	\$449.82

Pricing valid from 5/21/09 through 5/20/11.

All pricing is guaranteed as quoted except for the provision that all prices are subject to change due to changes in cost to manufacture and transport products.  
USALCO Alum weighs approximately 11.1 lb/gal. Users must strictly adhere to USALCO precautions for the handling and storage of this material. This product is quoted on a 100% aluminum sulfate basis.

Authorized

Janice Hamilton

Inside Sales Representative

USALCO 1120 Middle River Road, Baltimore MD 21220

Phone: (410) 918-2230

Fax: (410) 918-2240

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
HYDROFLUOSILICIC ACID (FLUORIDE)

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent, Lucier Chemical Industries, Inc. (LCI) offered members of the West Michigan Cooperative Purchasing Agencies a third year renewal for the purchase of Hydrofluosilicic Acid (Fluoride), and

WHEREAS, as detailed in the attached memorandum it is recommended City Council accept the renewal from LCI, and

WHEREAS, purchases of Hydrofluosilicic Acid (Fluoride) will be charged to the Water Fund Chemical Supplies Account #591-591-55300-740000, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of Hydrofluosilicic Acid (Fluoride) from LCI in accordance with the attached memorandum and renewal, and

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

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandum  
City of Grand Rapids Bid Form

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

## Memorandum

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**To:** Kim Oostindie, Purchasing Director  
**From:** Gerald Caron, Water Plant Superintendent  
**Date:** May 6, 2010  
**Re:** Hydrofluosilicic Acid (Fluoride)

---

The City of Grand Rapids has exercised their option to accept a third year renewal for delivery of Hydrofluosilicic Acid (Fluoride) from Lucier Chemical Industries, Inc. The renewed agreement is for the City of Grand Rapids and West Michigan Cooperative Purchasing Agencies. The City of Wyoming has been part of this group for many years along with the cities of Muskegon, Muskegon Heights, Holland, and Grand Haven. The renewal price for Fluoride is \$660.00 per ton. This compares with \$700.00 per ton that we are presently paying under the second year of the agreement. The agreement period is for May 13, 2010 through May 13, 2011.

Fluoride is added to the drinking water for its positive impact on dental health. The Michigan Department of Environmental Quality (MDEQ) along with the Center for Disease Control (CDC) and the National Dental Association all strongly support and recommend the addition of Fluoride to drinking water to protect and enhance public health.

In conclusion, I recommend that the City accepts the renewal price from the City of Grand Rapids cooperative purchase for Hydrofluosilicic Acid from Lucier Chemical, Inc. (LCI) at a cost of \$660.00 per ton.

If you concur, I request that this be taken to the City Council for approval.

# BID FORM

City of Grand Rapids, Purchasing Department  
300 Monroe, NW (Rm. 720), Grand Rapids, MI 49503 Phone (616) 456-3173



Bid Opening: MAY 10, 2010 11:00 a.m. (Late bids will not be accepted)  
 Bid Ref #: 885-66-06A For: HYDROFLUOROSILICIC ACID  
 Department: LAKE FILTRATION / WEST MI CO-OP Contact: BUYER  
 Buyer: TONY WOJCIKOWSKI

ITEM - QUANTITY - DESCRIPTION	UNIT PRICE	EXTENSION
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**Year 3 Contract Renewal: Prices Only:**  
 Vendor to fill in Year 3 Pricing and return: All other contract terms & conditions, specifications, etc remain in full force and effect.

*3 1/2*  
 Year ~~Two~~ Effective Dates: 05/13/2010 through 05/12/2011

**OPTION III: City of Grand Rapids and West Michigan Co-Operative Purchase Agencies:**

1. Purchase, hydrofluorosilicic acid, for use in production of potable water, product bid shall conform with AWWA Standard B703-89, ANSI/NSF Standards 60 AND 61, or most recent standards thereof, delivered in tank trucks, certification and MSDS sheets shall accompany each delivery. Bidder shall bid on a liquid ton basis of 23% strength H2SiF6.

	Year 1 Effective Dates: 05/13/2008 through 05/12/2009	Year 2 Effective Dates: 05/13/2009 through 05/12/2010	Year 3 Effective Dates: 05/13/2010 through 05/13/2011
1C. 840 TONS Hydrofluorosilicic acid, 23%. Tanker Load: 22.5 Tons  Manufacturer: Mosaic	\$ 635.00/TON	\$ 700.00/TON	\$ 660.00 /Ton
	*Price is based on a 23% acidity adjusted basis		

7 - 10 minimum working day lead time after DELIVERY/COMPLETION TIME receipt of order F.O.B. Delivered, Freight Included. CASH DISCOUNTS will be allowed for prompt payment as follows: 0% cash discount if paid within 30 days or more from delivery and acceptance of goods or completion of service. (See Item Cash Discounts under General Conditions, Instructions to Bidders).  
 I hereby state that: 1) all of the information I have provided is true, accurate and complete, and 2) that I have authority to submit this bid, which will become a binding contract, if accepted by the City, 3) that I have not communicated with, nor accepted anything of value from an official or employee of the City that would tend to destroy or hinder free competition, and 4) that I have read, and understand and agree to be bound by all of the terms in this bid document.

Lucier Chemical Industries Ltd., dba LCI, Ltd.  
 Name of Company, Corporation, etc.  
P.O. Box 49000 Jacksonville Beach, FL 32240-9000  
 Street Name & Number City & State Zip Code

Date: 05/06/10 Phone: 800-578-7891, Ext. 124  
 FEDERAL ID #: 13-3158103

**BIDDER SHALL SIGN HERE**

By: Betty Kendall-Jones  
 Name: Betty Kendall-Jones  
 Title: Vice President

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE  
OF LIQUID SODIUM HYPOCHLORITE

WHEREAS, as detailed in the attached memorandum from the City's Water Plant Superintendent, the City of Holland accepted formal bids for liquid Sodium Hypochlorite and included an option for the cities of Wyoming, Muskegon, and Muskegon Heights to also purchase liquid Sodium Hypochlorite as a cooperative purchase, and

WHEREAS, as detailed in the attached memorandum it is recommended City Council accepts the bid for liquid Sodium Hypochlorite from Alexander Chemical Corporation, and

WHEREAS, purchases of the chemical will be charged to the utilities chemical supplies account numbers 591-591-55300-740000 and 590-590-54300-740000 with the appropriate account being charged at the of purchase, now therefore

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the purchase of liquid Sodium Hypochlorite from Alexander Chemical Corporation in accordance with the attached memorandum and bid, and

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

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

Motion carried: \_\_\_\_\_ Yeas, \_\_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandum  
Bid Form

\_\_\_\_\_  
Heidi A. Isakson  
Wyoming City Clerk

## Memorandum

---

**To:** Kim Oostindie, Purchasing Director  
**From:** Gerald Caron, Water Superintendent  
**Date:** May 3, 2010  
**Re:** Purchase of Sodium Hypochlorite

---

The City of Holland accepted bids on April 2, 2010, for Liquid Sodium Hypochlorite (NaOCL). As part of the bid the City of Holland requested an option for the Cities of Wyoming, Muskegon, and Muskegon Heights to also purchase Liquid Sodium Hypochlorite as a cooperative purchase. The intent of this cooperative purchase is to maintain cooperation between the cities and to realize a benefit of reduced cost for all of the included municipalities.

After evaluation of the bids, it is my recommendation that we continue to participate in the cooperative purchase for Liquid Sodium Hypochlorite. The low bid for Liquid Sodium Hypochlorite is from Alexander Chemical Corporation at a cost of \$129.80 per ton/\$.65 per gallon. This price represents a decrease of \$10.60 per ton from last year. Liquid Sodium Hypochlorite is used at both the Drinking Water Plant and the Clean Water Plant.

In conclusion, I recommend that the City accepts the bid price from the City of Holland cooperative purchase for Liquid Sodium Hypochlorite from Alexander Chemical Corporation at a cost of \$129.80/ton.

If you concur, I request that this be taken to the City Council for approval.



**CHEMICAL PURCHASE  
Liquid Sodium Hypochlorite  
BID FORM**

**BID OPENING: Friday, April 2, 2010 @ 2:00 p.m. local time (Late bids will not be accepted.) Holland Board of Public Works, 625 Hastings Avenue, Holland, Michigan 49423  
Attn: Amy Yost**

Sealed bids are requested for a one-year term for providing liquid sodium hypochlorite on an "as needed" basis per the specifications contained herein. Quantities stated herein are approximate per year and shall not be considered as minimums or maximums.

**ITEM QUANTITY DESCRIPTION**

Cities of Holland, Wyoming, Muskegon, Muskegon Heights & Grand Haven:	<u>Delivered Cost</u>
1. 3,020 tons Liquid Sodium Hypochlorite,	\$129.80/ton
	(\$65/gallon)
Tank Truck	
Specify common carrier or company owned truck	<u>ACC Truck</u>
Specify Manufacturer <u>Alexander Chemical Corp</u>	Product Name <u>SHBULK</u>

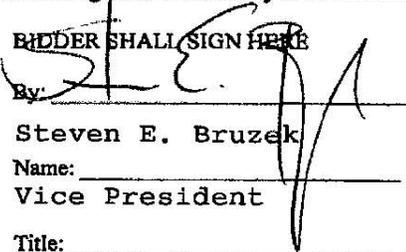
Any and all costs associated with providing the liquid sodium hypochlorite as specified are to be included in the above delivered cost.

**BIDDERS ARE REQUIRED TO SUBMIT MATERIAL SAFETY DATA SHEETS AND ANSI/NSF CERTIFICATION WITH THEIR BID. FAILURE TO PROVIDE ALL INFORMATION REQUIRED HEREIN MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

**DELIVERY/COMPLETION TIME 2-5 days ARO F.O.B. Delivered, Freight included. CASH DISCOUNTS will be allowed for prompt payment as follows: 0 % cash discount if paid within 30 days or less from delivery and acceptance of goods or completion of service.**

I hereby state that: 1) all of the information I have provided is true, accurate and complete, and 2) that I have authority to submit this bid, which will become a binding contract, if accepted by the Cities, 3) that I have not communicated with, nor accepted anything of value from an official or employees of the Cities that would tend to destroy or hinder free competition, and 4) that I have read, and understand and agree to be bound by all of the terms in this bid document.

~~Alexander~~ **Chemical Corporation**  
 Name of Company, Corporation, etc.  
 1901 Butterfield Road; Suite 120  
 Downers Grove IL 60515  
 Street Name & Number City/State/Zip  
 Date: 03/25/10 Phone: 630-955-6050

**BIDDER SHALL SIGN HERE**  
 By:   
 Name: Steven E. Bruzek  
 Title: Vice President

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION FOR AWARD OF BIDS

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

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

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

<u>ITEM</u>	<u>RECOMMENDED BIDDER</u>	<u>COST</u>
1. Trash Pick-Up Service	Arrowwaste, Inc., and Kamps Wood Shavings & Refuse Disposal Inc.	Bid prices as shown on the attached tabulation sheets
2. Copy Machine	Advanced Imaging Solutions, Inc.	\$8,654.00

BE IT FURTHER RESOLVED, that the Wyoming City Council does hereby authorize the City Manager to execute a maintenance agreement for the copy machine and authorizes extension of the maintenance agreement in accordance with annual budget authorization.

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

Motioned carried: \_\_\_\_ Yeas, \_\_\_\_ Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a \_\_\_\_\_ session held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Attachments: Memorandums  
Tabulation Sheets

\_\_\_\_\_  
Heidi Ann Isakson  
Wyoming City Clerk

MEMORANDUM

TO: Curtis Holt, City Manager  
FROM: Kimberly Oostindie, Human Resources Supervisor  
DATE: May 3, 2010  
RE: Award of Bid for Trash Pick-Up Service

On April 13, 2010, four responses were received in answer to our invitation to bid on trash pick-up service for City facilities. Thirty-five invitations to bid on the trash pick-up service were sent to prospective bidders and the bids received are shown on the attached tabulation sheets.

Bidders were asked to bid a per pickup price based on the number and size of containers at each City facility. The maintenance supervisors for each of the City facilities have reviewed the bids and recommend the bid be awarded to the following low bidders as specified below at prices as shown on the attached tabulation sheets.

Arrowwaste Inc.	Senior Center City Hall 62A District Court Police Department Wyoming Library Drinking Water Plant
Kamps Wood Shavings & Refuse Disposal Inc.	Public Service Building All Fire Stations Water Meter Repair Facility Clean Water Plant Gezon Pumping Station All City Parks

It is anticipated that the City will pay approximately \$175,000 over the three year period. Funds for the trash pick up service are budgeted in various accounts, with the appropriate account being charged at the time of requisition.

It is recommended City Council award the bid for the trash pick-up service for a three year period to the above listed companies in the amounts as shown on the attached tabulation sheets.

Attachments: Tabulation Sheets

**CITY OF WYOMING, MICHIGAN – TABULATION OF BIDS**

**On Trash Pickup Service**

Opened By The City Clerk On April 13, 2010 At 11:00 O'clock a.m.

All bid prices firm for orders placed within one year from date of award of bid.

	Containers		Times Per Week	Arrowwaste Inc.*			Kamps Wood Shavings & Refuse Disposal Inc.			Waste Management of Michigan, Inc.			Allied Waste Services		
	#	Size		Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year
Senior Center	1	8	1	\$ 22.73	\$ 98.43	<b>\$ 1,181.16</b>		\$ 110.00	<b>\$ 1,320.00</b>	\$ 34.84	\$ 150.98	\$ 1,811.76		\$ 134.02	<b>1,608.24</b>
City Hall	1	6	2	\$ 35.79	\$155.00	<b>\$ 1,860.00</b>		\$ 160.00	<b>\$ 1,920.00</b>	\$ 27.29	\$ 240.82	\$ 2,889.84		\$ 198.00	<b>\$2,376.00</b>
	1	1.5	1	\$ 5.08	\$ 22.00	<b>\$ 264.00</b>		\$ 20.00	<b>\$ 240.00</b>	\$ 20.00	\$ 40.00	\$ 480.00		\$ 30.80	<b>\$ 369.60</b>
62A District Court	1	6	2	\$ 35.79	\$155.00	<b>\$ 1,860.00</b>		\$ 160.00	<b>\$ 1,920.00</b>	\$ 27.29	\$ 240.82	\$ 2,889.84		\$ 198.00	<b>\$2,376.00</b>
Police Department	1	6	2	\$ 35.79	\$155.00	<b>\$ 1,860.00</b>		\$ 174.00	<b>\$ 2,088.00</b>	\$ 27.29	\$ 240.82	\$ 2,889.84		\$ 198.00	<b>2,376.00</b>
Public Service Bldg.	1	30	1	\$125.00/Pull+ \$73.25/Ton WTE				\$ 875.00	<b>\$10,500.00</b>	\$480.00	\$1,920.00	\$ 23,040.00		\$100.00/Pull + 75.00/Ton	
	1	6	1	\$ 6.92	\$ 30.00	<b>\$ 360.00</b>		\$ 25.00	<b>\$ 300.00</b>	\$ 15.40	\$ 66.76	\$ 801.12		\$ 34.00	<b>\$ 408.00</b>
	1	2	7	\$ 48.49	\$210.00	<b>\$ 2,520.00</b>		\$ 90.00	<b>\$ 1,080.00</b>	\$ 19.00	\$ 411.69	\$ 4,940.28		\$ 158.00	<b>\$1,896.00</b>
Wyoming Library	1	8	1	\$ 21.05	\$ 91.16	<b>\$ 1,093.92</b>		\$ 110.00	<b>\$ 1,320.00</b>	\$ 34.80	\$ 150.98	\$ 1,811.76		\$ 135.00	<b>\$1,620.00</b>
Fire Station #1 (1500 Burton)	1	2	1	\$ 10.39	\$ 45.00	<b>\$ 540.00</b>		\$ 45.00	<b>\$ 540.00</b>	\$ 15.48	\$ 67.08	\$ 804.96		\$ 48.00	<b>\$ 576.00</b>
Fire Station #2 (4507 S. Division)	1	2	1	\$ 10.39	\$ 45.00	<b>\$ 540.00</b>		\$ 45.00	<b>\$ 540.00</b>	\$ 15.48	\$ 67.08	\$ 804.96		\$ 48.00	<b>\$ 576.00</b>
Fire Station #3 (2300 Gezon Pkwy)	1	2	1/Mo.		\$ 25.00	<b>\$ 300.00</b>		\$ 24.00	<b>\$ 288.00</b>	\$ 40.00	\$ 40.00	\$ 480.00		\$ 25.00	<b>\$ 300.00</b>
Fire Station #4 (1250-36th St.)	1	2	1	\$ 10.39	\$ 45.00	<b>\$ 540.00</b>		\$ 45.00	<b>\$ 540.00</b>	\$ 15.48	\$ 67.08	\$ 804.96		\$ 48.00	<b>\$ 576.00</b>
Water Meter Repair Facility	1	2	1	\$ 10.39	\$ 45.00	<b>\$ 540.00</b>		\$ 45.00	<b>\$ 540.00</b>	\$ 15.48	\$ 67.08	\$ 804.96		\$ 48.00	<b>\$ 576.00</b>
	1	2	1	\$ 5.77	\$ 25.00	<b>\$ 300.00</b>		\$ 20.00	<b>\$ 240.00</b>	\$ 20.00	\$ 40.00	\$ 480.00		\$ 38.00	<b>\$ 456.00</b>
Clean Water Plant	1	20	2/Week	\$125.00/Pull + \$73.25/Ton WTE				\$1,180.00	<b>\$14,160.00</b>	\$404.00	\$1,616.00	\$ 19,392.00		\$125.00/Pull + \$30.00/Ton	
	1	8	1	\$ 22.73	\$ 98.43	<b>\$ 1,181.16</b>		\$ 136.00	<b>\$ 1,632.00</b>	\$ 34.84	\$ 150.98	\$ 1,811.76		\$ 135.00	<b>\$1,620.00</b>
	1	4	1	\$ 16.62	\$ 72.00	<b>\$ 864.00</b>		\$ 73.00	<b>\$ 876.00</b>	\$ 21.93	\$ 95.03	\$ 1,140.36		\$ 67.00	<b>\$ 804.00</b>
Gezon Pumping Station	1	2	As Needed	\$ 24.00		\$ -	\$25.00		\$ -	\$ 40.00		\$ -		\$ 45.00	<b>\$ 540.00</b>
Water Treatment Plant	1	2	1	\$ 8.31	\$ 36.00	<b>\$ 432.00</b>		\$ 55.00	<b>\$ 660.00</b>	\$ 15.98	\$ 67.08	\$ 804.96		\$ 48.00	<b>\$ 576.00</b>
	1	2	1	\$ 5.77	\$ 25.00	<b>\$ 300.00</b>		\$ 25.00	<b>\$ 300.00</b>	\$ 20.00	\$ 40.00	\$ 480.00		\$ 38.00	<b>\$ 456.00</b>
Pinery Park	2	6	2												
Pinery Park Little League Fields	2	6	2												
Lamar Park	3	6	1												
Lamar Park Festival	4	6	2+												
Ideal Park	1	6	1												
Lemery Park	1	8	1												
Gezon Park	1	6	1												
<b>Lump Sump for all Parks</b>						<b>\$11,033.88</b>			<b>\$10,750.00</b>			\$13,355.60			<b>\$17,336.00</b>

**CITY OF WYOMING, MICHIGAN – TABULATION OF BIDS**

**On Trash Pickup Service**

Opened By The City Clerk On April 13, 2010 At 11:00 O'clock a.m.

All bid prices firm for orders placed within one year from date of award of bid.

	Containers		Times Per Week	Arrowwaste Inc.*			Kamps Wood Shavings & Refuse Disposal Inc.			Waste Management of Michigan, Inc.			Allied Waste Services		
	#	Size		2nd Year			2nd Year			2nd Year			2nd Year		
				Per Pick Up	Monthly Rate	Total Price Per Year	Price Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year
Senior Center	1	8	1	\$ 23.63	\$ 102.36	\$ 1,228.32		\$ 111.00	\$ 1,332.00	\$ 35.89	\$ 155.51	\$ 1,866.12		\$ 139.38	\$1,672.56
City Hall	1	6	2	\$ 37.22	\$ 161.20	\$ 1,934.40		\$ 162.00	\$ 1,944.00	\$ 28.11	\$ 248.04	\$ 2,976.48		\$ 205.92	\$2,471.04
	1	1.5	1	\$ 5.08	\$ 22.00	\$ 264.00		\$ 21.00	\$ 252.00	\$ 20.60	\$ 41.20	\$ 494.40		\$ 32.34	\$ 388.08
62A District Court	1	6	2	\$ 37.22	\$ 161.20	\$ 1,934.40		\$ 162.00	\$ 1,944.00	\$ 28.11	\$ 248.04	\$ 2,976.48		\$ 205.92	\$2,471.04
Police Department	1	6	2	\$ 37.22	\$ 161.20	\$ 1,934.40		\$ 176.00	\$ 2,112.00	\$ 28.11	\$ 248.09	\$ 2,977.08		\$ 205.92	\$2,471.04
Public Service Building	1	30	1	\$125.00/Pull + Current Rate WTE				\$ 890.00	\$10,680.00	\$494.40	\$1,977.60	\$ 23,731.20		\$105.00/Poll+\$75.00/Ton	
	1	6	1	\$ 7.20	\$ 31.20	\$ 374.40		\$ 26.00	\$ 312.00	\$ 15.86	\$ 68.76	\$ 825.12		\$ 35.70	\$ 428.40
	1	2	7	\$ 50.43	\$ 218.40	\$ 2,620.80		\$ 92.00	\$ 1,104.00	\$ 19.57	\$ 424.04	\$ 5,088.48		\$ 164.32	\$1,971.84
Wyoming Library	1	8	1	\$ 21.89	\$ 94.80	\$ 1,137.60		\$ 112.00	\$ 1,344.00	\$ 35.84	\$ 155.51	\$ 1,866.12		\$ 140.40	\$1,684.80
Fire Station #1 (1500 Burton)	1	2	1	\$ 10.85	\$ 47.00	\$ 564.00		\$ 46.00	\$ 552.00	\$ 15.94	\$ 69.09	\$ 829.08		\$ 49.92	\$ 599.04
Fire Station #2 (4507 S. Division)	1	2	1	\$ 10.85	\$ 47.00	\$ 564.00		\$ 46.00	\$ 552.00	\$ 15.94	\$ 69.09	\$ 829.08		\$ 49.92	\$ 599.04
Fire Station #3 (2300 Gezon Pkwy)	1	2	1/Mo.		\$ 26.00	\$ 312.00		\$ 25.00	\$ 300.00	\$ 41.20	\$ 41.20	\$ 494.40		\$ 26.00	\$ 312.00
Fire Station #4 (1250-36th St.)	1	2	1	\$ 10.85	\$ 47.00	\$ 564.00		\$ 46.00	\$ 552.00	\$ 15.94	\$ 69.09	\$ 829.08		\$ 49.92	\$ 599.04
Water Meter Repair Facility	1	2	1	\$ 10.85	\$ 47.00	\$ 564.00		\$ 46.00	\$ 552.00	\$ 15.94	\$ 69.09	\$ 829.08		\$ 49.92	\$ 599.04
	1	2	1	\$ 6.00	\$ 26.00	\$ 312.00		\$ 21.00	\$ 252.00	\$ 20.60	\$ 41.20	\$ 494.40		\$ 39.52	\$ 474.24
Clean Water Plant	1	20	2/Week	\$125.00/Pull + Current Rate WTE				\$1,937.00	\$23,244.00	\$416.12	\$1,664.98	\$ 19,979.76		\$128.75/Pull+\$ 31.12/Ton	
	1	8	1	\$ 23.63	\$ 102.36	\$ 1,228.32		\$ 138.00	\$ 1,656.00	\$ 35.89	\$ 155.51	\$ 1,866.12		\$ 140.40	\$1,684.80
	1	4	1	\$ 17.32	\$ 75.00	\$ 900.00		\$ 74.00	\$ 888.00	\$ 22.59	\$ 97.88	\$ 1,174.56		\$ 69.68	\$ 836.16
Gezon Pumping Station	1	2	As Needed	\$ 26.00		\$ -	\$ 25.00	\$ -	\$ 41.20		\$ -			\$ 46.80	\$ 561.60
Water Treatment Plant	1	2	1	\$ 8.77	\$ 38.00	\$ 456.00		\$ 56.00	\$ 672.00	\$ 15.94	\$ 69.09	\$ 829.08		\$ 49.92	\$ 599.04
	1	2	1	\$ 6.00	\$ 26.00	\$ 312.00		\$ 26.00	\$ 312.00	\$ 20.60	\$ 41.20	\$ 494.40		\$ 40.56	\$ 486.72
Pinery Park	2	6	2												
Pinery Park Little League Fields	2	6	2												
Lamar Park	3	6	1												
Lamar Park Festival	4	6	2+												
Ideal Park	1	6	1												
Lemery Park	1	8	1												
Gezon Park	1	6	1												
<b>Lump Sump for all Parks</b>						\$11,475.23			\$10,965.00			\$ 14,168.27			\$18,202.80

**TABULATION OF BIDS**  
**On Trash Pickup Service**  
**Opened By The City Clerk On April 13, 2010 At 11:00 O'clock a.m.**  
**All bid prices firm for orders placed within one year from date of award of bid.**

	Containers		Times Per Week	Arrowwaste Inc.*			Kamps Wood Shavings & Refuse Disposal Inc.			Waste Management of Michigan, Inc.			Allied Waste Services		
	#	Size		Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year	Per Pick Up	Monthly Rate	Total Price Per Year
Senior Center	1	8	1	\$ 24.58	\$ 106.46	\$ 1,277.52		\$ 112.00	\$ 1,344.00	\$ 36.96	\$ 160.17	\$ 1,922.04		\$ 144.95	\$ 1,739.40
City Hall	1	6	2	\$ 38.71	\$ 167.64	\$ 2,011.68		\$ 164.00	\$ 1,968.00	\$ 28.95	\$ 255.49	\$ 3,065.88		\$ 214.15	\$ 2,569.80
	1	1.5	1	\$ 5.08	\$ 22.00	\$ 264.00		\$ 22.00	\$ 264.00	\$ 21.22	\$ 42.44	\$ 509.28		\$ 33.95	\$ 407.40
62A District Court	1	6	2	\$ 38.71	\$ 167.64	\$ 2,011.68		\$ 164.00	\$ 1,968.00	\$ 28.95	\$ 255.49	\$ 3,065.88		\$ 214.15	\$ 2,569.80
Police Department	1	6	2	\$ 38.71	\$ 167.64	\$ 2,011.68		\$ 178.00	\$ 2,136.00	\$ 28.95	\$ 255.49	\$ 3,065.88		\$ 214.15	\$ 2,569.80
Public Service Building	1	30	1	\$125.00/Pull + Current Rate WTE				\$ 905.00	\$10,860.00	\$509.32	\$2,036.93	\$ 24,443.16		\$110.25/Pull + \$75.00/Ton	
	1	6	1	\$ 7.49	\$ 32.44	\$ 389.28		\$ 27.00	\$ 324.00	\$ 16.34	\$ 70.83	\$ 849.96		\$ 37.48	\$ 449.76
	1	2	7	\$ 52.45	\$ 227.13	\$ 2,725.56		\$ 94.00	\$ 1,128.00	\$ 20.16	\$ 436.76	\$ 5,241.12		\$ 170.89	\$ 2,050.68
Wyoming Library	1	8	1	\$ 22.76	\$ 98.59	\$ 1,183.08		\$ 114.00	\$ 1,368.00	\$ 36.92	\$ 160.71	\$ 1,928.52		\$ 146.01	\$ 1,752.12
Fire Station #1 (1500 Burton)	1	2	1	\$ 11.20	\$ 48.50	\$ 582.00		\$ 47.00	\$ 564.00	\$ 16.42	\$ 71.17	\$ 854.04		\$ 50.96	\$ 611.52
Fire Station #2 (4507 S. Division)	1	2	1	\$ 11.20	\$ 48.50	\$ 582.00		\$ 47.00	\$ 564.00	\$ 16.42	\$ 71.17	\$ 854.04		\$ 51.92	\$ 623.04
Fire Station #3 (2300 Gezon Pkwy)	1	2	1/Mo.		\$ 27.00	\$ 324.00		\$ 26.00	\$ 312.00	\$ 42.44	\$ 42.44	\$ 509.28		\$ 27.04	\$ 324.48
Fire Station #4 (1250-36th St.)	1	2	1	\$ 11.20	\$ 48.50	\$ 582.00		\$ 47.00	\$ 564.00	\$ 16.42	\$ 71.17	\$ 854.04		\$ 51.91	\$ 622.92
Water Meter Repair Facility	1	2	1	\$ 11.20	\$ 48.50	\$ 582.00		\$ 47.00	\$ 564.00	\$ 16.42	\$ 71.17	\$ 854.04		\$ 51.92	\$ 623.04
	1	2	1	\$ 6.23	\$ 27.00	\$ 324.00		\$ 22.00	\$ 264.00	\$ 21.22	\$ 42.44	\$ 509.28		\$ 41.16	\$ 493.92
Clean Water Plant	1	20	2/Week	\$125.00/Pull + Current Rate WTE				\$1,955.00	\$23,460.00	428.60	\$1,714.41	\$ 20,572.92		\$132.61/Pull + \$32.44/Ton	
	1	8	1	\$ 24.58	\$ 106.46	\$ 1,277.52		\$ 140.00	\$ 1,680.00	\$ 36.96	\$ 160.17	\$ 1,922.04		\$ 146.00	\$ 1,752.00
	1	4	1	\$ 18.01	\$ 78.00	\$ 936.00		\$ 75.00	\$ 900.00	\$ 23.27	\$ 100.82	\$ 1,209.84		\$ 72.46	\$ 869.52
Gezon Pumping Station	1	2	As Needed	\$ 28.00		\$ -	\$ 25.00		\$ -	\$ 42.44		\$ -		\$ 48.67	\$ 584.04
Water Treatment Plant	1	2	1	\$ 9.23	\$ 40.00	\$ 480.00		\$ 57.00	\$ 684.00	\$ 16.42	\$ 71.17	\$ 854.04		\$ 51.91	\$ 622.92
	1	2	1	\$ 6.27	\$ 27.00	\$ 324.00		\$ 27.00	\$ 324.00	\$ 21.22	\$ 42.44	\$ 509.28		\$ 42.18	\$ 506.16
Pinery Park	2	6	2												
Pinery Park Little League Fields	2	6	2												
Lamar Park	3	6	1												
Lamar Park Festival	4	6	2+												
Ideal Park	1	6	1												
Lemery Park	1	8	1												
Gezon Park	1	6	1												
<b>Lump Sump for all Parks</b>						\$11,934.24			\$11,184.00			\$ 14,593.32			\$19,112.94

\* Arrowwaste quoted 4 x week (Mon-Thurs) for the 2 Cu. Yd. (for Dead Animals)

**MEMORANDUM**

DATE: May 10, 2010  
TO: Kimberly Oostindie, Human Resources Supervisor  
FROM: William D. Dooley, Director of Public Works  
SUBJECT: Award of Bid for Copy Machine

On March 30, 2010 the city received eight (8) responses to an invitation to bid on a copy machine for the Public Works Department; one of those was for a lease. Forty-four (44) invitations were sent to prospective bidders.

The low bid (see attached tabulation sheet) from Advanced Office Solutions, Inc. meets the specifications with a Lanier LD550c machine in the amount of \$8,654.00. The Public Works Department had a demo machine to use for a one-week period and found it to meet our printing, copying and scanning needs.

It is recommended that the City Council authorize the award of bid for a copy machine for the Public Works Department to Advanced Imaging Solutions, Inc. in the amount of \$8,654.00 and the maintenance agreement for a three-year contract based upon the following per copy bid amounts:

	<u>Black &amp; White</u>	<u>Color</u>
1st year	\$ .0059	\$ .054
2 <sup>nd</sup> year	\$ .0059	\$ .054
3 <sup>rd</sup> year	\$ .0065	\$ .059

Funds are available in the Public Works Administrative account 101-441-44100-984.017 for the purchase of the copy machine and in account 101-441-44100-930.000 for the service and supply costs.

Attached: Bid Tabulation

**CITY OF WYOMING, MICHIGAN  
TABULATION OF BIDS**

**On Copy Machine**

**Opened By City Clerk On March 30, 2010 At 11:00 O'clock A.M.**

**All bid prices reduced to net. All bid prices shown are firm for  
orders placed within one year from date of award of bid.**

Bidder	Ricoh Aficio MP C5000	Trade-In Offered Amount	Used Ricoh Aficio MP C5000	Maintenance Bid Prices		
				Year	Black & White (per copy)	Color Copies (per copy)
Xerox (Lease Bid)	\$480.58		\$480.58	1st	0.0066	0.0066
				2nd	0.0066	0.0066
				3rd	0.0066	0.0066
Advanced Imaging Solutions	\$8,654.00			1st	0.0059	0.0540
				2nd	0.0059	0.0540
				3rd	0.0065	0.0590
Ikon Office Solutions	\$8,944.00	\$250.00	\$6,000.00	1st	0.0085	0.0600
				2nd	0.0085	0.0600
				3rd	0.0085	0.0600
Applied Imaging	\$8,965.00		\$6,000.00	1st	0.0069	0.0550
				2nd	0.0069	0.0550
				3rd	0.0069	0.0550
National Joint Powers Alliance NJPA - TPGI	\$9,790.00		\$6,300.00	1st	0.0090	0.0690
				2nd	0.0090	0.0690
				3rd	0.0090	0.0690
Adams Remco	\$9,985.00	Included in Cost		1st	0.0049	0.0490
				2nd	0.0049	0.0490
				3rd	0.0049	0.0490
Konica Minolta Business Solutions	\$10,607.00	\$207.00		1st	0.0075	0.0491
				2nd	0.0083	0.0540
				3rd	0.0091	0.0594
Michigan Office Solutions	\$11,995.00			1st	0.00800	0.06000
				2nd	0.00840	0.06300
				3rd	0.00882	0.06615
Applied Imaging used machine model bid: Ricoh 3260C						
Ikon Office Solutions used machine model bid: Ricoh Aficio 3245C						
National Joint Powers Alliance NJPA - TPGI model bid: Sharp MX-6200N						

ORDINANCE NO. 3-10

AN ORDINANCE TO AMEND SECTIONS 90-45(3), THE FIRST PARAGRAPH OF SECTION 90-50, SECTION 90-50(2) AND THAT PORTION OF THE SCHEDULE OF REGULATIONS IN SECTION 90-891 REGULATING SIDE YARD SETBACKS IN THE R-2 SINGLE FAMILY RESIDENTIAL DISTRICT OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-45(3) is hereby amended to read as follows:

**Sec. 90-45(3).** Any premanufactured accessory building larger than 120 square feet shall be in character with the primary building. Exterior building and roof materials shall be of a finished character with no visible exterior fastening system.

Section 2. That the first paragraph of Section 90-50 is hereby amended to read as follows:

The following provisions shall apply to repairs to, parking and storage of motor vehicles, recreational vehicles, all trailers, or other vehicles in residential districts:

Section 3. That Section 90-50(2) is hereby amended to read as follows:

**Sec. 90-50(2).** No recreational vehicle including, but not limited to, special-purpose automobiles, boats, floats, rafts, camping or travel trailers or detachable travel equipment adaptable to light-duty trucks, excluding bicycles, motor bikes and motorcycles, unless attached to a licensed motor vehicle, shall be stored or parked anywhere on a public street or utility right-of-way or easement. Motor homes may be parked on a street not to exceed three days.

Section 4. That the portion of the Schedule of Regulations in Section 90-891 regulating minimum side yard setback in the R-2 single family residential district is hereby amended to read as follows:

Minimum Side Yard (feet)

1 ½ story                      7

2 story                         7

Section 5. This ordinance shall be in full force and effect on the 1<sup>st</sup> day of June, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 17th day of May, 2010.

---

Heidi A. Isakson  
Wyoming City Clerk

ORDINANCE NO. 4-10

AN ORDINANCE TO AMEND SECTION 90-796(5)(d),  
SECTION 90-799(4) FOOTNOTE (g), SECTION 90-800(5), AND  
SECTION 90-800(9)(a) OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-796(5)(d) is hereby amended to read as follows:

**Sec. 90-796(5)(d).** Illumination by bare bulbs, neon, luminous tubing or flames is prohibited. Signs shall have no exposed or flashing bulbs. Except as otherwise permitted in this article, no sign shall contain any visible moving parts or messages. All signs shall be limited to a maximum brightness of 2,000 nits during daylight hours. In addition, they shall be reduced to a maximum of 500 nits from one half hour before sunset to one half hour after sunrise. Brightness shall be measured from the sign's face at maximum illumination.

Section 2. That Section 90-799-(4) footnote (g) is hereby amended to read as follows:

Trailer sign requirements. A permit shall be obtained and placed on the sign for each week, or part thereof, that the sign is displayed. Permits may be obtained for one week or consecutive multiples thereof, except that no property shall contain temporary signs visible from the street for more than eight weeks per calendar year. After the expiration of the permit, the sign shall be removed from the property or stored in a location that is not visible from the street.

Section 3. That Section 90-800(5) is hereby amended to read as follows:

**Sec. 90-800(5).** Except as noted in subsection (9)(a), below, no off-premises advertising sign structure shall be constructed closer than 750 feet to another off-premises advertising sign structure in any direction, except that no two off-premises advertising signs structures located on the same side of a freeway may be closer than 1,500 feet. Distances are to be measured along the freeway right-of-way line.

Section 4. That Section 90-800(9)(a) is hereby amended to read as follows:

**Sec. 90-800(9)(a).** No off-premises LED advertising sign structure utilizing a moving image display shall be constructed closer than 4,000 feet to another off-premises LED advertising sign structure utilizing a moving image display. Off-premises LED advertising signs may only be constructed to replace existing off-premises advertising signs.

Section 5. This ordinance shall be in full force and effect on the 1<sup>st</sup> day of June, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 17th day of May, 2010.

---

Heidi A. Isakson  
Wyoming City Clerk

Ordinance No. 4-10

ORDINANCE NO. 5-10

AN ORDINANCE TO ADD ARTICLE XXIV, DIVISION I TO  
CHAPTER 90 OF THE CODE OF THE CITY OF WYOMING  
ENTITLED "ALTERNATIVE AND RENEWABLE ENERGIES,  
SOLAR ENERGY EQUIPMENT"

THE CITY OF WYOMING ORDAINS:

Section 1. That Article XXIV of Chapter 90 Entitled "Alternative and Renewable Energies" is hereby added to the Code of the City of Wyoming to read as follows:

**ARTICLE XXIV. ALTERNATIVE AND RENEWABLE ENERGIES**

**DIVISION I. SOLAR ENERGY EQUIPMENT**

**Sec. 90-985. PURPOSE.** The purpose of this Ordinance is to establish guidelines for siting Solar Energy Equipment (SEE). The goals are as follows:

- A. To promote the safe, effective and efficient use of SEE in order to reduce the consumption of fossil fuels in producing electricity.
- B. To preserve and protect public health, safety, welfare and quality of life by minimizing the potential adverse impacts of SEE.
- C. To establish standards and procedures by which the siting, design, engineering, installation, operation and maintenance of SEE shall be governed.

**Sec. 90-986. DEFINITION.**

Solar Energy Equipment (SEE) is defined as a solar photovoltaic panel, solar hot air or hot water panel collector device, or other type of energy system which relies upon solar radiation as a source for generation of electricity or transfer of stored heat.

**Sec. 90-987. PERMITTED USES**

SEE shall be permitted as an accessory use in all zoning districts subject to the following requirements:

- A. General:
  - 1. SEE shall be located in the least visibly obtrusive location where panels would be functional.
  - 2. SEE must comply with all setback and height requirements for the zoning district in which the property is located.
  - 3. Non-functioning SEE shall be repaired or replaced within three months of becoming inoperable.

4. The SEE and any electrical, plumbing, mechanical or other apparatus in connection with the device, shall be installed, operated and maintained in conformance with the manufacturers specifications. Applicable construction permits shall be required prior to installation.
5. The City shall not be held responsible for approving SEE which becomes nonfunctioning due to a blockage of solar access. SEE property owners are advised to obtain a Solar Access Easement from adjoining property owners if there is a possibility for solar access blockage.

B. Roof or wall mounted solar energy equipment

1. It is encouraged that roof mounted SEE shall be installed in the plane of the roof (flush mounted) or made a part of the roof (capping or framing is compatible with the color of the roof or structure). Mounting brackets shall be permitted if the applicant can demonstrate that the existing pitch of the roof would render the solar energy equipment ineffective.
2. SEE shall be located on a rear or side facing roof, as seen from the fronting street, unless the applicant can demonstrate that such installation would be ineffective.
3. SEE shall not project vertically above the peak of the roof to which it is attached, or project vertically more than five (5) feet above a flat roof.
4. All exterior electrical and/or plumbing lines must be painted in a color scheme that matches as closely as possible the color of the structure and the material adjacent to the lines.

C. Ground mounted solar energy equipment.

1. SEE shall only be located in the side or rear yard of a property.
2. SEE must be substantially screened from public view (including adjacent properties and public rights-of-way) by fencing, plantings or a combination thereof, as determined by the Building Official.
3. All exterior electrical and/or plumbing lines must be placed in a conduit and buried below the surface of the ground.
4. SEE shall not block any required parking areas, sidewalks or walkways.

Section 2. This ordinance shall be in full force and effect on the 1<sup>st</sup> day of June, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 17th day of May, 2010.

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Heidi A. Isakson  
Wyoming City Clerk

Ordinance No. 5-10

ORDINANCE NO. 6-10

AN ORDINANCE TO AMEND SECTIONS 10-56, 10-77, 10-121  
AND 10-151 AND TO REPEAL SECTIONS 10-177(17) THROUGH  
10-177(22) OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 10-56 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 10-56. Adoption of Michigan Building Code and Michigan Residential Code.**

The City hereby adopts by reference the current Michigan Building Code and Michigan Residential Code promulgated by the State of Michigan under 1972 Public Act 230 and 1999 PA 245. One copy of each code has been and is on file with the city clerk. The code is subject, however, to the following subsections:

(1) Whenever the words “name of jurisdiction” appear, the word “city: shall be considered inserted.

(2) The amount of fee for service required by Chapter 1, Administration shall be paid as required by resolution of the city council from time to time and on file with the city clerk.

(3) All other fees, as required, shall be by resolution of the city council from time to time and on file with the city clerk.

Section 2. That Section 10-77 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 10-77. Adoption of Michigan Electrical Code.**

The City hereby adopts by reference as applicable within the city, the current Michigan Electrical Code, including Construction Codes Rules Part 8, promulgated by the State of Michigan under 1972 Public Act 230 and Electrical Administrative Act 217 of 1956 and by reference the National Electrical Code covering installations of electrical conductors and equipment within or on public and private buildings or other structures, including mobile homes, and other premises such as yards, carnivals, parking and other lots and industrial substations; and the installations of conductors that connect to the supply of electricity. One copy of each code has been and is on file with the city clerk.

Section 3. That Section 10-121 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 10-121. Adoption of the Michigan Plumbing Code.**

The city hereby adopts by reference the current Michigan Plumbing Code promulgated by

the State of Michigan under 1972 Public Act 230 and 1999 PA 245. One copy of the code has been and is on file with the city clerk. The code is however subject to the following subsections:

(1) Whenever the words “name of jurisdiction” appear, the word “city: shall be considered inserted.

(2) The schedule of permit fees indicated in Chapter 1, Administration of the Michigan Plumbing Code shall be the fees as established by resolution of the city council from time to time and on file with the city clerk.

(3) Legal offenses and fines as allowed in Chapter 1, Administration shall be as otherwise provided in the city code.

Section 4. That Section 10-151 of the Code of the City of Wyoming is hereby amended to read as follows:

**Sec. 10-151. Adoption of Michigan Mechanical Code.**

City hereby adopts by reference the current Michigan Mechanical Code, promulgated by the State of Michigan including Construction Codes Rule Part 9 under 1972 Public act 230 and 1999 PA 245. One copy of each code has been and is on file with the city clerk.

(1) Whenever the words “name of jurisdiction” appear, the word “city: shall be considered inserted.

(2) The schedule of permit fees indicated in Chapter 1, Administration shall be the fees as established by resolution of the city council from time to time and on file with the city clerk.

(3) The offenses and penalties indicated Chapter 1, Administration shall be as otherwise provided in the city code.

Section 5. That Sections 10-177(17) through 10-177(22) are hereby repealed.

Section 6. This ordinance shall be in full force and effect on the 1<sup>st</sup> day of June, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 17th day of May, 2010.

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Heidi A. Isakson  
Wyoming City Clerk

Ordinance 6-10

ORDINANCE NO. 7-10

AN ORDINANCE TO AMEND SECTION 90-799(2)(b)  
TABLE 90-799 AND TABLE 90-799-2  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS.

Section 1. That Sec. 90-799(2)(b) is hereby amended to read as follows:

(b) *Awning signs.* An awning sign may be provided in lieu of a wall sign. The area of an awning sign shall be considered as part of the permitted area for wall signs as shown in Table 90-799.

Section 2. That Table 90-799 of the Code is hereby amended to read as follows:

<b>TABLE 90-799: PRIMARY SIGN REQUIREMENTS – NONRESIDENTIAL DISTRICTS</b>									
<b>Sign Type &amp; Requirement</b> (P =Permitted NP = Not Permitted)		<b>Zoning District</b>							
		<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>DC</b>	<b>RO-1</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>
<b>Wall, Awning and Sloping Roof Signs</b>	Wall Sign	P	P	P	P	P	P	P	P
	Awning Sign	P	P	P	P	P	P	P	P
	Sloping Roof Sign	P	P	P	P	P	P	P	P
Maximum Number (for each frontage per tenant or use)		1	1	1	1	1	1	1	1
		No more than 1 wall sign, OR 1 awning sign, OR 1 sloping roof sign for each tenant wall area served.							
<b>Wall, Awning and Sloping Roof Signs (cont.)</b> Maximum Total Area Per Use (whichever is less).....	Percent of Wall area to which sign is attached	15%	15%	15%	15%	10%	5%	5%	5%
	Area Square Feet Max.	150	150	150	150	150	100	100	100
Maximum Height per sign		No wall, awning or sloping roof sign shall extend above the wall, roof line, or fascia upon which is attached. A sloping roof sign shall not extend above the roof line.							
Note: If an awning sign is internally illuminated, the entire area of the awning shall be considered a sign.									

Section 3. That Table 90799-2 is hereby amended to read as follows:

<b>TABLE 90-799-2: SECONDARY SIGN REQUIREMENTS – NON-RESIDENTIAL DISTRICTS</b>								
<b>Sign Type &amp; Requirement</b> (P =Permitted NP = Not Permitted)	<b>Zoning District</b>							
	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>DC</b>	<b>RO-1</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>
<b>Manual Changeable Copy Sign as part of a Wall, Pole or Ground Sign</b>	P	P	P	P	P	P	P	P
Maximum Number (per use)	1	1	1	1	1	1	1	1
	A Manual Changeable Copy Sign is not permitted on a sign that also has a moving image display or a time and temperature sign.							
Maximum Area	No more than 40% of the allowed area of a pole or ground sign or 30% of the allowed area of a wall.							
<b>Time &amp; Temperature Sign as a part of a Wall, Pole or Ground Sign</b>	P	P	P	P	P	P	P	P
Maximum Number (per use)	1	1	1	1	1	1	1	1
	A Time and Temperature Sign is not permitted on a sign that also has an moving image display or a manual changeable copy sign.							
Maximum Time & Temp. Area	No more than 40% of the allowed area of a pole or ground sign or 30% of the allowed area of a wall.							
Minimum Display Time Maximum Time & Temp. Area	The time and/or temperature message shall be displayed for a minimum of seven (7) seconds before changing No more than 40% of the allowed area of a pole or ground sign or 30% of the allowed area of a wall.							
<b>Moving Image Sign as a part of a Wall, Pole or Ground Sign</b>	P	P	P	P	NP	P	P	P
Maximum Number per lot	1	1	1	1	NP	1	1	1
Maximum Moving Image Display Area	No more than 40% of the allowed area of a pole or ground sign or 30% of the allowed area of a wall.							

<b>TABLE 90-799-2: SECONDARY SIGN REQUIREMENTS – NON-RESIDENTIAL DISTRICTS</b>									
<b>Sign Type &amp; Requirement</b> (P =Permitted NP = Not Permitted)		<b>Zoning District</b>							
		<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>DC</b>	<b>RO-1</b>	<b>I-1</b>	<b>I-2</b>	<b>I-3</b>
<b>Directional Sign</b>		P	P	P	P	P	P	P	P
<b>Maximum Number (per entrance/exit)</b>	Per Driveway	1	1	1	1	1	1	1	1
	Site Interior	As approved on the site plan by the Building Official							
<b>Maximum Area (square feet)</b>		6	6	6	6	6	6	6	6
<b>Maximum Height (feet)</b>		3	3	3	3	3	3	3	3
<b>Window Sign (Permanent)</b>		P	P	P	P	P	P	P	P
<b>Maximum Total Area for Window Signs</b> (temporary and permanent)	Percent of Window Area	The total of all window signs shall not exceed twenty-five (25) percent of the total area of each window.							
<b>Menu Board or Options Board</b>		P	P	P	P	P	NP	NP	NP
Maximum number per designated drive-up lane		One menu/options board and one pre-menu/options board							
Maximum height (feet)		Seven (7)							
Maximum area (square feet)		The menu/options board shall not exceed 44 square feet; the pre-menu/options board shall not exceed 16 square feet.							
Location		Signs shall not be located in the front yard; nor shall the display be visible from any principal street; nor shall the signs be closer than 100 feet to any Residential District.							

Section 2. This ordinance shall be in full force and effect on the 1<sup>st</sup> day of June, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the 17th day of May, 2010.

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Heidi A. Isakson  
Wyoming City Clerk

ORDINANCE NO. 8-10

AN ORDINANCE TO ADD DIVISION II ENTITLED “WIND ENERGY TURBINES” AND DIVISION III ENTITLED “OUTDOOR WOOD-FIRED BOILERS, STOVES AND FURNACES” TO ARTICLE XXIV OF CHAPTER 90 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS.

Section 1. That Division II Entitled “Wind Energy Turbines” is hereby added to Article XXIV of Chapter 90 of the Code of the City of Wyoming to read as follows:

**DIVISION II.**

**WIND ENERGY TURBINES**

**SECTION 90-990: PURPOSE**

The purpose of this Ordinance is to establish guidelines for siting Wind Energy Turbines (WETs). The goals are as follows:

- A. To promote the safe, effective, and efficient use of a WET in order to reduce the consumption of fossil fuels in producing electricity.
- B. Preserve and protect public health, safety, welfare, and quality of life by minimizing the potential adverse impacts of a WET.
- C. To establish standards and procedures by which the siting, design, engineering, installation, operation, and maintenance of a WET shall be governed.

**SECTION 90-991: DEFINITIONS**

- A. **Anemometer** is a temporary wind speed indicator constructed for the purpose of analyzing the potential for utilizing a wind energy turbine at a given site. This includes the tower, base plate, anchors, cables and hardware, wind direction vanes, booms to hold equipment, data logger, instrument wiring, and any telemetry devices that are used to monitor or transmit wind speed and wind flow characteristics over a period of time for either instantaneous wind information or to characterize the wind resource at a given location.
- B. **General Common Element** is defined as an area designated for use by all owners within condominium development.
- C. **Decommissioning** is the process of terminating operation and completely removing a WET(s) and all related buildings, structures, foundations, access roads, and equipment.

- D. Large Wind Energy Turbine (LWET)** is a tower-mounted wind energy system that converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. The LWET's main purpose is to supply electricity to off-site customers. The Total Height of a LWET exceeds one hundred and fifty (150) feet. **LWET's are not permitted under this Ordinance.**
- E. Medium Wind Energy Turbine (MWET)** is a tower-mounted wind energy system that converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. The MWET has a nameplate capacity that does not exceed two hundred fifty (250) kilowatts. The Total Height does not exceed one hundred and fifty (150) feet.
- F. Nacelle** refers to the encasement which houses all of the generating components, gear box, drive tram, and other equipment.
- G. Net-Metering** is a special metering and billing agreement between utility companies and their customers, which facilitates the connection of renewable energy generating systems to the power grid.
- H. Occupied Building** is a residence, school, hospital, church, public library, business, or any other building used for public gatherings.
- I. Operator** is the entity responsible for the day-to-day operation and maintenance of a WET.
- J. Owner** is the individual or entity, including their respective successors and assigns that have an equity interest or own the WET in accordance with this ordinance.
- K. Rotor Diameter** is the cross-sectional dimension of the circle swept by the rotating blades of a WET.
- L. Shadow Flicker** is the moving shadow, created by the sun shining through the rotating blades of a WET. The amount of shadow flicker created by a WET is calculated by a computer model that takes into consideration turbine location, elevation, tree cover, location of all structures, wind activity, and sunlight.
- M. Small Tower-Mounted Wind Energy Turbine (STMWET)** is a tower-mounted wind energy system that converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator, nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. The STMWET has a nameplate capacity that does not exceed thirty (30) kilowatts. The Total Height does not exceed seventy (70) feet.
- N. Structure** is any building or other structure, such as a municipal watertower that is a minimum of twelve (12) feet high at its highest point of roof and is secured to frost-footings or a concrete slab.
- O. Small Structure-Mounted Wind Energy Turbine (SSMWET)** converts wind energy into electricity through the use of equipment which includes any base, blade, foundation, generator,

nacelle, rotor, tower, transformer, vane, wire, inverter, batteries, or other components used in the system. A SSMWET is attached to a structure's roof, walls, or other elevated surface. The SSMWET has a nameplate capacity that does not exceed ten (10) kilowatts. The Total Height does not exceed fifteen (15) feet as measured from the highest point of the roof, excluding chimneys, antennae, and other similar protuberances.

- P. Total Height** is the vertical distance measured from the ground level at the base of the tower to the uppermost vertical extension of any blade, or the maximum height reached by any part of the WET.
- Q. Tower** is a freestanding monopole that supports a WET.
- R. Upwind Turbine** is a WET positioned in a manner so that the wind hits the turbine blades before it hits the tower in order to avoid the thumping noise which can occur if the wind is disrupted by hitting the tower before the blades.
- S. Wind Energy Turbine (WET)** is any structure-mounted, small, medium, or large wind energy conversion system that converts wind energy into electricity through the use of a Wind Generator and includes the nacelle, rotor, tower, and pad transformer, if any.

## **SECTION 90-992: TEMPORARY USES**

The following is permitted in all zoning districts as a temporary use, in compliance with the provisions contained herein, and the applicable WET regulations.

### **A. Anemometers**

1. The construction, installation, or modification of an anemometer tower shall require applicable construction permits and shall conform to all applicable local, state, and federal applicable safety, construction, environmental, electrical, communications, and FAA requirements.
2. An anemometer shall be subject to the minimum requirements for height, setback, separation; location, safety requirements, and decommissioning that correspond to the size of the WET that is proposed to be constructed on the site.
3. An anemometer shall be permitted for no more than thirteen (13) months.

## **SECTION 90-993: PERMITTED USES**

**A Small Structure-Mounted Wind Energy Turbine (SSMWET)** and a **Small Tower-Mounted Wind Energy Turbine (STMWET)** shall be considered a permitted use in all zoning districts and shall not be erected, constructed, installed, or modified as provided in this Ordinance unless the applicable construction permits have been issued to the Owner(s) or Operator(s).

All SSMWETs and STMWETs are subject to the following minimum requirements:

### **A. Siting and Design Requirements:**

1. "Upwind" turbines shall be required.
2. Visual Appearance

- a) A SSMWET or STMWET, including accessory buildings and related structures shall be a non-reflective, non-obtrusive color (e.g. white, gray, black). The appearance of the turbine, tower, and any ancillary facility shall be maintained throughout the life of the SSMWET or STMWET.
  - b) A SSMWET or STMWET shall not be artificially lighted, except to the extent required by the FAA or other applicable authority, or otherwise necessary for the reasonable safety and security thereof.
  - c) SSMWET or STMWET shall not be used for displaying any advertising (including flags, streamers, or decorative items), excluding identification of the turbine manufacturer.
3. Ground Clearance: The lowest extension of any blade or other exposed moving component of a SSMWET or STMWET shall be at least fifteen (15) feet above the ground (at the highest point of the natural grade within thirty [30] feet of the base of the tower) and, in addition, at least fifteen (15) feet above any outdoor surfaces intended for human use, such as balconies or roof gardens, that are located directly below the SSMWET or STMWET.
  4. Noise: Noise emanating from the operation of a SSMWET or STMWET shall at all times comply with the standards established within the City Code Chapter 30, Article III.
  5. Vibration: Vibrations shall not be produced which are humanly perceptible beyond the property on which a SSMWET or STMWET is located.
  6. Guy Wires: Guy wires shall not be permitted as part of the SSMWET or STMWET.
  7. In addition to the Siting and Design Requirements listed previously, the SSMWET shall also be subject to the following:
    - a) Height: The total height of a SSMWET shall not exceed 15 feet as measured from the highest point of the roof, excluding chimneys, antennae, and other similar protuberances.
    - b) Setback: The setback of the SSMWET shall be a minimum of fifteen (15) feet from the property line, right-of-way, public easement, or overhead utility lines if mounted directly on a roof or other elevated surface of a structure. If the SSMWET is affixed by any extension to the side, roof, or other elevated surface, then the setback from the property line or right-of-way shall be a minimum of fifteen (15) feet. The setback shall be measured from the furthest outward extension of all moving parts.
    - c) Separation: If more than one SSMWET is installed, a distance equal to the height of the highest SSMWET must be maintained between the base of each SSMWET.
  8. In addition to the Siting and Design Requirements listed previously, the STMWET shall also be subject to the following:
    - a) Height: The Total Height of a STMWET shall not exceed seventy (70) feet.
    - b) Location: The STMWET shall only be located in a rear yard of a property of at least one acre in area that has an occupied building.
    - c) Occupied Building Setback: The setback from all occupied buildings on the applicant's parcel shall be a minimum of twenty (20) feet measured from the base of the Tower.
    - d) Other Setbacks: The setback shall be equal to the Total Height of the STMWET, as measured from the base of the Tower, from the property line, right-of-way, public easement, or overhead public utility lines.
    - e) Separation: If more than one STMWET is installed, a distance equal to the height of the highest STMWET must be maintained between the base of each STMWET.

- f) Electrical System: All electrical controls, control wiring, grounding wires, power lines, and system components shall be placed underground within the boundary of each parcel at a depth meeting the requirements stated in the Michigan Electrical Code. Wires necessary to connect the wind generator to the tower wiring are exempt from this requirement.

**B. Permit Application Requirements:**

1. Name of property owner(s), address, and parcel number.
2. A site plan shall include maps (drawn to scale) showing the proposed location of all components and ancillary equipment of the SSMWET(s) or STMWET, property lines, physical dimensions of the property, existing building(s), setback lines, right-of-way lines, public easements, overhead utility lines, sidewalks, non-motorized pathways, roads and contours. The site plan must also include adjoining properties as well as the location and use of all structures.
3. The proposed type and height of the SSMWET or STMWET to be constructed; including the manufacturer and model, product specifications including maximum noise output (measured in decibels), total rated generating capacity, dimensions, rotor diameter, and a description of ancillary facilities.
4. Documented compliance with the noise requirements set forth in this Ordinance.
5. Documented compliance with applicable local, state and national regulations including, but not limited to, all applicable safety, construction, environmental, electrical, communications requirements.
6. All WETs shall provide documented compliance with Federal Aviation Administration (FAA) requirements, the Michigan Airport Zoning Act (Public Act 23 of 1950, MCL 259.431 et seq.), the Michigan Tall Structures Act (Public Act 259 of 1959, MCL 259.481 et seq.) and local jurisdiction airport overlay zone.
7. Proof of applicant's liability insurance
8. Evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.
9. Other relevant information as may be reasonably requested.
10. Signature of the Applicant.
11. In addition to the Permit Application Requirements previously listed, the SSMWET Application shall also include the following:
  - a) Total proposed number of SSMWETs.
12. In addition to the Permit Application Requirements previously listed, the STMWET Application shall also include the following:
  - a) A description of the methods that will be used to perform maintenance on the STMWET and the procedures for lowering or removing the STMWET in order to conduct maintenance.

**C. Safety Requirements:**

1. If the SSMWET or STMWET is connected to a public utility system for net-metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's then-current service regulations meeting federal, state, and industry standards applicable to wind power generation facilities, and the connection shall be inspected by the appropriate public utility.
2. The SSMWET or STMWET shall be equipped with an automatic braking, governing or feathering system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the tower structure, rotor blades and other wind energy components unless the manufacturer certifies that a braking system is not necessary.
3. A clearly visible warning sign regarding voltage shall be placed at the base of the SSMWET or STMWET.
4. The structural integrity of the SSMWET or STMWET shall conform to the design standards of the International Electrical Commission, specifically IEC 61400-1, "Wind Turbine Safety and Design" and/or IEC 61400-2, "Small Wind Turbine Safety," IEC 61400-22 "Wind Turbine Certification," and IEC 61400-23 "Blade Structural Testing," or any similar successor standards.

**D. Signal Interference:**

1. The SSMWET or STMWET shall not interfere with communication systems such as, but not limited to, radio, telephone, television, satellite, or emergency communication systems.

**E. Decommissioning:**

1. The SSMWET or STMWET Owner(s) or Operator(s) shall complete decommissioning within twelve (12) months after the end of the useful life. Upon request of the owner(s) or assigns of the SSMWET or STMWET, and for a good cause, the city may grant a reasonable extension of time. The SSMWET or STMWET will presume to be at the end of its useful life if no electricity is generated for a continuous period of twelve (12) months. All decommissioning expenses are the responsibility of the Owner(s) or Operator(s).
2. If the SSMWET or STMWET Owner(s) or Operator(s) fails to complete decommissioning within the period prescribed above, the city may designate a contractor to complete decommissioning with the cost plus fifty percent (50%) to be charged to the violator and/or to become a lien against the premises.
3. In addition to the Decommissioning Requirements listed previously, the STMWET shall also be subject to the following:
  - a) Decommissioning shall include the removal of each STMWET, buildings, electrical components, and any other associated facilities. Any foundation shall be removed to a minimum depth of sixty (60) inches below grade, or to the level of the bedrock if less than sixty (60) inches below grade.

- b) The site and any disturbed earth shall be stabilized, graded, and cleared of any debris by the owner(s) of the facility or its assigns. If the site is not to be used for agricultural practices following removal, the site shall be seeded to prevent soil erosion, unless the property owner(s) requests in writing that the land surface areas not be restored.

## **SECTION 90-994: SPECIAL APPROVAL USES**

A **Medium Wind Energy Turbine (MWET)** shall be a special approval use in commercial and industrial districts.

In addition to the materials required for all special land uses, the application shall include the following:

### **A. Siting and Design Requirements:**

1. "Upwind" turbines shall be required.
2. The design of a MWET shall conform to all applicable industry standards.
3. Visual Appearance:
  - a) Each MWET, including accessory buildings and other related structures shall be mounted on a tubular tower and a non-reflective, non-obtrusive color (e.g. white, gray, black). The appearance of turbines, towers and buildings shall be maintained throughout the life of the MWET.
  - b) Each MWET shall not be artificially lighted, except to the extent required by the FAA or other applicable authority, or otherwise necessary for the reasonable safety and security thereof.
  - c) Each MWET shall not be used for displaying any advertising (including flags, streamers, or decorative items), excluding identification of the turbine manufacturer or operator(s).
4. Vibration: Each MWET shall not produce vibrations humanly perceptible beyond the property on which it is located.
5. Shadow Flicker: The MWET owner(s) and/or operator(s) shall conduct an analysis on potential shadow flicker at any occupied building with direct line-of-sight to the MWET. The analysis shall identify the locations of shadow flicker that may be caused by the project and the expected durations of the flicker at these locations from sun-rise to sun-set over the course of a year. The analysis shall identify situations where shadow flicker may affect the occupants of the buildings for more than 30 hours per year, and describe measures that shall be taken to eliminate or mitigate the problems. Shadow Flicker on a building shall not exceed thirty (30) hours per year.
6. Guy Wires: Guy wires shall not be permitted as part of the MWET.
7. Electrical System: All electrical controls, control wiring, grounding wires, power lines, and all other electrical system components of the MWET shall be placed underground within the boundary of each parcel at a depth meeting the requirements as stated in the Michigan Electrical Code. Wires necessary to connect the wind generator to the tower wiring are exempt from this requirement.
8. In addition to the Siting and Design Requirements listed previously, the MWET shall also be subject to the following:
  - a) Height: The Total Height of a MWET shall not exceed one hundred and fifty (150) feet.

- b) **Ground Clearance:** The lowest extension of any blade or other exposed moving component of a MWET shall be at least fifteen (15) feet above the ground (at the highest point of the grade level within fifty [50] feet of the base of the tower) and, in addition, at least fifteen (15) feet above any outdoor surfaces intended for human occupancy, such as balconies or roof gardens, that are located directly below the MWET.
- c) **Noise:**
  - i. Noise emanating from the operation of a MWET or shall at all times comply with the standards established within the City Code Chapter 30, Article III.
- d) **Quantity:** The number of MWETs shall be determined based on setbacks and separation.
- e) **Setback & Separation:**
  - i. **Occupied Building Setback:** The setback from all occupied buildings on the applicant's parcel shall be a minimum of twenty (20) feet measured from the base of the Tower.
  - ii. **Property Line Setbacks:** With the exception of the locations of public or private roads (see below), drain rights-of-way and parcels with occupied buildings (see above), the internal property line setbacks shall be equal to the Total Height of the MWET as measured from the base of the Tower. This setback may be reduced to a distance agreed upon as part of the special use permit if the applicant provides a registered engineer's certification that the WET is designed to collapse, fall, curl, or bend within a distance or zone shorter than the height of the WET.
  - iii. **Public or Private Road Setbacks:** Each MWET shall be set back from the nearest public or private road a distance equal to the Total Height of the MWET, determined at the nearest boundary of the underlying right-of-way for such public or private road.
  - iv. **Communication and Electrical Lines:** Each MWET shall be set back from the nearest above-ground public electric power line or telephone line a distance equal to the Total Height of the MWET, as measured from the base of the Tower, determined from the existing power line or telephone line.
  - v. **Tower Separation:** MWET/tower separation shall be based on industry standard and manufacturer recommendation.

**B. Safety Requirements:**

1. If the MWET is connected to a public utility system for net-metering purposes, it shall meet the requirements for interconnection and operation as set forth in the public utility's then-current service regulations applicable to wind power generation facilities, and the connection shall be inspected by the appropriate public utility.
2. The MWET shall be equipped with an automatic braking or governing system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the tower structure, rotor blades and other wind energy components unless the manufacturer certifies that a braking system is not necessary.
3. Security measures need to be in place to prevent unauthorized trespass and access. Each MWET shall not be climbable up to fifteen (15) feet above ground surfaces. All access doors to MWETs and electrical equipment shall be locked and/or fenced as appropriate, to prevent entry by non-authorized person(s).

4. All spent lubricants, cooling fluids, and any other hazardous materials shall be properly and safely removed.
5. Each MWET shall have one sign, not to exceed two (2) square feet in area, posted at the base of the tower and on the security fence if applicable. The sign shall contain at least the following:
  - a) Warning high voltage
  - b) Manufacturer's and owner/operators name
  - c) Emergency contact numbers (list more than one number)
6. The structural integrity of the MWET shall conform to the design standards of the International Electrical Commission, specifically IEC 61400-1, "Wind Turbine Safety and Design," IEC 61400-22 "Wind Turbine Certification," and IEC 61400-23 "Blade Structural Testing," or any similar successor standards.

**C. Signal Interference:**

1. The MWET shall not interfere with communication systems such as, but not limited to, radio, telephone, television, satellite, or emergency communication systems.

**D. Decommissioning:**

1. The MWET Owner(s) or Operator(s) shall complete decommissioning within twelve (12) months after the end of the useful life. Upon request of the owner(s) or the assigned of the MWET, and for a good cause, the city council may grant a reasonable extension of time. Each MWET will presume to be at the end of its useful life if no electricity is generated for a continuous period of twelve (12) months. All decommissioning expenses are the responsibility of the owner(s) or operator(s).
2. Decommissioning shall include the removal of each MWET, buildings, electrical components, and roads to a depth of sixty (60) inches, as well as any other associated facilities. Any foundation shall be removed to a minimum depth of sixty (60) inches below grade, or to the level of the bedrock if less than sixty (60) inches below grade. Following removal, the location of any remaining wind turbine foundation shall be identified on a map as such and recorded with the deed to the property with the County Register of Deeds.
3. All access roads to the MWET shall be removed, cleared, and graded by the MWET Owner(s), unless the property owner(s) requests, in writing, a desire to maintain the access road. The city will not be assumed to take ownership of any access road unless through official action of the city council.
4. The site and any disturbed earth shall be stabilized, graded, and cleared of any debris by the owner(s) of the MWET or its assigns. If the site is not to be used for agricultural practices following removal, the site shall be seeded to prevent soil erosion, unless the property owner(s) requests in writing that the land surface areas not be restored.
5. If the MWET Owner(s) or Operator(s) fails to complete decommissioning within the period prescribed above the city may designate a contractor to complete decommissioning with the cost plus fifty percent (50%) to be charged to the violator and/or to become a lien against the premises.

**E. Site Plan Requirements:**

1. Site Plan Drawing: All applications for an MWET special approval use shall be accompanied by a detailed site plan map that is drawn to scale and dimensioned, displaying the following information:
  - a) Existing property features to include the following: property lines, physical dimensions of the property, legal description, land use, zoning district, contours, setback lines, right-of-ways, public and utility easements, public roads, access roads (including width), sidewalks, non-motorized pathways, large trees, and all buildings. The site plan must also include the adjoining properties as well as the location and use of all structures and utilities within three hundred (300) feet of the property.
  - b) Location and height of all proposed MWETs, buildings, structures, ancillary equipment, underground utilities and their depth, towers, security fencing, access roads (including width, composition, and maintenance plans), electrical sub-stations, and other above-ground structures and utilities associated with the proposed MWET.
  - c) Additional details and information as required by the Special Use requirements of the Zoning Ordinance or as requested by the Planning Commission.
2. Site Plan Documentation: The following documentation shall be included with the site plan:
  - a) The contact information for the Owner(s) and Operator(s) of the MWET as well as contact information for all property owners on which the MWET is located.
  - b) A copy of the lease, or recorded document, with the landowner(s) if the applicant does not own the land for the proposed MWET. A statement from the landowner(s) of the leased site that he/she will abide by all applicable terms and conditions of the use permit, if approved.
  - c) Identification and location of the properties on which the proposed MWET will be located.
  - d) In the case of a Condominium Development, a copy of the Condominium Development's Master Deed and Bylaws addressing the legal arrangement for the MWET.
  - e) The proposed number, representative types and height of each MWET to be constructed; including their manufacturer and model, product specifications including maximum noise output (measured in decibels), total rated capacity, rotor diameter, and a description of ancillary facilities.
  - f) Documents shall be submitted by the developer/manufacturer confirming specifications for MWET tower separation.
  - g) Documented compliance with the noise, and shadow flicker requirements set forth in this Ordinance.
  - h) Engineering data concerning construction of the MWET and its base or foundation, which may include, but not be limited to, soil boring data.
  - i) A certified registered engineer shall certify that the MWET meets or exceeds the manufacturer's construction and installation standards.
  - j) Anticipated construction schedule.
  - k) A copy of the maintenance and operation plan, including anticipated regular and unscheduled maintenance. Additionally, a description of the procedures that will be used for lowering or removing the MWET to conduct maintenance, if applicable.

- l) Documented compliance with applicable local, state and national regulations including, but not limited to, all applicable safety, construction, environmental, electrical, and communications. The MWET shall comply with Federal Aviation Administration (FAA) requirements, Michigan Airport Zoning Act, Michigan Tall Structures Act, and any applicable airport overlay zone regulations.
- m) Proof of applicant's liability insurance.
- n) Evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned generator and that such connection has been approved. Off-grid systems shall be exempt from this requirement.
- o) Other relevant information as may be requested by the city to ensure compliance with the requirements of this Ordinance.
- p) Following the completion of construction, the applicant shall certify that all construction is completed pursuant to the Special Approval Use.
- q) A written description of the anticipated life of each MWET; the estimated cost of decommissioning; the method of ensuring that funds will be available for decommissioning and site restoration; and removal and restoration procedures and schedules that will be employed if the MWET(s) become inoperative or non-functional.
- r) The applicant shall submit a decommissioning plan that will be carried out at the end of the MWET's useful life, and shall describe any agreement with the landowner(s) regarding equipment removal upon termination of the lease.
- s) The city reserves the right to review all maintenance plans and bonds under this Ordinance to ensure that all conditions of the permit are being followed.
- t) Signature of the Applicant.

**F. Certification & Compliance:**

- 1. The city must be notified of a change in ownership of a MWET or a change in ownership of the property on which the MWET is located. This notification shall be required as a deed restriction, with a recorded copy thereof provided to the city.
- 2. The city, given just cause, reserves the right to inspect any MWET in order to ensure compliance with the Ordinance. Costs associated with the inspections shall be paid by the owner/operator of the MWET.

**G. Public Inquiries & Complaints:**

- 1. Should an aggrieved property owner allege that the MWET is not in compliance with the shadow flicker requirements of this Ordinance, the procedure shall be as follows:
  - a) Notify the city in writing regarding concerns about the amount of shadow flicker.
  - b) If the complaint is deemed sufficient by the city to warrant an investigation, the city will request the Owner(s) to provide a shadow flicker analysis of the turbine as constructed to determine compliance of the requirements of this Ordinance.
  - c) If the MWET Owner(s) is in violation of the Ordinance shadow flicker requirements, the Owner(s) take immediate action to bring the MWET into compliance which may include ceasing operation of the WET until the Ordinance violations are corrected.

Section 2. That Division III, Entitled “Outdoor Wood-Fired Boilers, Stoves and Furnaces is hereby added to Article XXIV of Chapter 90 of the Code of the City of Wyoming to read as follows:

### **DIVISION III**

#### **OUTDOOR WOOD-FIRED BOILERS, STOVES AND FURNACES**

##### **SECTION 90-996: PURPOSE**

The purpose of this Ordinance is to establish guidelines for siting Outdoor Wood-Fired Boiler, Stove and Furnaces (OWFBSF). The goals are as follows:

- A.** To provide for the safe, effective, and efficient use of an OWFBSF.
- B.** To preserve and protect public health, safety, welfare and quality of life by minimizing the potential adverse impacts of an OWFBSF.
- C.** To establish standards and procedures by which the siting, design, engineering, installation, operation, and maintenance of an OWFBSF shall be governed.

##### **SECTION 90-997: DEFINITIONS**

**A. Outdoor Wood-Fired Boilers, Stoves, or Furnaces (OWFBSF)** means a structure that:

- 1. Is designed, intended, or used to provide heat and/or hot water to any residence or other structure, and:
- 2. Operates by the burning of wood or other solid fuel: and
- 3. Is not located within a structure used for human or animal habitation.

**B. Refuse** means any waste material, garbage, animal carcasses, and trash or household materials except trees, logs, brush and stumps.

##### **SECTION 90-998: PERMITTED USES**

An **Outdoor Wood-Fired Boiler, Stove, or Furnace (OWFBSF)** shall be permitted as an accessory use subject to the following requirements:

- 1. The OWFBSF is permitted only in the ER Estate Residential district.
- 2. The property shall be a minimum of two acres in area.
- 3. The OWFBSF must be certified by a national testing laboratory.
- 4. Only products intended or manufactured to be utilized in the OWFBSF may be burned in the unit. The OWFBSF shall not be used to burn refuse, leaves, green vegetative matter or noxious plants.

5. The OWFBSF shall be located at least 300 feet from the nearest occupied dwelling which is not on the same property.
6. The OWFBSF shall be located a minimum of 20 feet from the nearest building on the same property.
7. The OWFBSF shall only be located in the rear yard and shall be located at least 50 feet from any side or rear property lines.
8. The OWFBSF shall have a chimney that extends at least fifteen (15) above the ground surface. If there are any residences within 500 feet, the chimney shall extend at least as high from the ground as the peak of the roof of those residences. The Building Official may approve a lesser height on a case-by-case basis if necessary to comply with manufacturer's recommendations and if the smoke from the lower chimney height does not create a nuisance for neighbors.
9. The OWFBSF, and any electrical, plumbing, mechanical or other apparatus in connection with the device, shall be installed, operated and maintained in conformance with the manufacturer's specifications. A mechanical permit shall be required prior to installation.

10. Stockpiled wood shall be located in the rear yard and shall be setback a minimum of 50 feet from side or rear property lines.

Section 3. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
 Heidi A. Isakson  
 Wyoming City Clerk



MAYOR  
Jack A. Poll

AT-LARGE COUNCILMEMBER  
Sam Bolt

AT-LARGE COUNCILMEMBER  
Dan Burrill

AT-LARGE COUNCILMEMBER  
Kent Vanderwood

1ST WARD COUNCILMEMBER  
William A. VerHulst

2ND WARD COUNCILMEMBER  
Richard K. Pastoor

3RD WARD COUNCILMEMBER  
Joanne M. Voorhees

CITY MANAGER  
Cl. tis L. Holt

April 27, 2010

Ms. Heidi A. Isakson  
City Clerk  
Wyoming, MI

**Subject:** Request to amend Zoning Code Chapter 90 to establish standards for wind energy turbines and outdoor wood fired boilers, stoves or furnaces.

**Recommendation:** To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 20, 2010. Staff had the following comments:

This continues the consideration of the Zoning Code amendments pertaining to alternative energies proposed to the Planning Commission on March 16, 2010. At that meeting, the provisions pertaining to Solar Energy Equipment (SEE) were recommended for approval to the City Council. The provisions pertaining to wind energy turbines (WET) and outdoor furnaces (OWFBSF) were held for further review. The standards proposed for WET's are derived from a model ordinance developed by Ottawa County in cooperation with Michigan State University. The primary difference is that the proposed ordinance does not accommodate WET's in excess of 150 feet due to our relatively poor wind geography. Pertaining to OWFBSF's, staff has crafted an ordinance to accommodate the devices only within the ER Estate Residential district. The proposed ordinance complies with a model ordinance pertaining to OWFBSF's developed by the Michigan Department of Environmental Quality. It specifies that municipalities are not required to adopt the ordinance, but a local ordinance may not be less restrictive than the State requirements outlined.

The proposed amended Alternative Energies Ordinance is attached. The following are the major points of the ordinance:

Wind energy turbines (WET):

Large wind energy turbines (LWET) - greater than 150 feet - not permitted.  
Medium wind energy turbines (MWET) - between 70 and 150 feet -permitted by special approval use in commercial and industrial districts.

Small tower mounted wind energy turbines (STMWET) - up to 70 feet - permitted by right in all districts.

Small structure mounted wind energy turbines (SSMWET) - up to 15 feet above roof height --permitted by right in all districts.

SSMWET and STMWET allowed in all districts by-right.

15 foot minimum clearance blade tip to ground.

Must comply with existing noise ordinance.

Shall not interfere with communication systems.

STMWET monopole structure required.

STMWET locations in rear yards of occupied properties of a minimum one acre.

STMWET provide a 20 foot minimum setback to buildings (from base).

STMWET provides a setback equal to total height from property lines.

Two or more STMWET separated by total height.

Underground utilities required.

Permits (building and electrical) include:

- Site Plan

- WET specifications

- Documented noise compliance

- Evidence of utility company approval for connection of WET

- Maintenance plan

Automatic braking to prevent uncontrolled rotation.

Decommissioning within 12 months of useful life or City removal with charge to owner.

MWET Special Use Approval in commercial and industrial districts.

Upwind design.

Non-obtrusive color.

Shadow flicker analysis (30 hour maximum per year on adjoining occupied buildings).

Shall not produce vibrations off property.

All standards listed for STMWET and in addition:

- Setback from public or private roads and communication / electrical lines by total height with potential waiver by the Planning Commission with documented collapse design

- Tower separations per manufacturer specifications
- Evidence of compliance with FAA requirements
- Greater decommissioning requirements
- Greater site plan requirements

Outdoor wood fired boilers, stoves and furnaces (OWFBSF):

Permitted by right in only the ER Estate Residential district.

Properties must be a minimum of two acres.

The OWFBSF must be certified by a national testing laboratory.

The OWFBSF must be a minimum of 300 feet from an occupied building not on the same property.

The OWFBSF must be in the rear yard and a minimum of 50 feet from the side or rear property line.

The chimney shall be a minimum height equal to the roof peak of any residence within 500 feet. The Building Official may allow a reduced chimney height on a case-by-case basis if necessary to comply with the manufacturer's recommendations and if the smoke from the lower height does not create a nuisance for neighbors.

There is no set maximum for wood quantities.

Stockpiled wood must be a minimum of 50 feet from side or rear property lines.

The Development Review Team suggested the Planning Commission recommend to the City Council the subject Zoning Code amendments.

Two residents spoke in favor of allowing the OWFBSF's in the ER district. A motion was made by Bloomquist, supported by Woodruff, to recommend to City Council the Zoning Code amendments as recommended by staff. After discussion, the motion carried 8-1. Additional explanation regarding this proposal may be obtained from the Planning Commission minutes of April 20, 2010.

Respectfully submitted,



Timothy Cochran, City Planner  
Planning and Development Department

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