

MEMORANDUM

To: Mayor and City Councilmembers

From: Curtis Holt, City Manager

Date: May 6, 2010

Re: Council Work Session

The City Council has agreed to hold a work session Monday, May 10, 2010 at City Hall in the Council Chambers, at 7:00 P.M. The agenda will be as follows:

1. Public Comment on Agenda Items (3 minute limit per person)
2. Temporary Sign Ordinance Amendments
3. Proposed Ordinance for Wind Energy Turbines and Outdoor Wood Fire Boilers, Stoves or Furnaces
4. 2010-2011 FY Agreement for Home Repairs through the Home Repair Services Agency using CDBG Funds
5. Home Consortium - Interlocal Agreement between the City of Wyoming and Kent County
6. Scholarship Program - Recreation Programming
7. Water Plant Construction Update
8. Street Fund Reductions for FY 2011
9. Late Charges on Miscellaneous Receivables
10. Budget Review
11. Any Other Matters
12. Acknowledgement of Visitors/Public Comment (3 minute limit per person)

The City Clerk has posted the appropriate notice.

CLH:lj

MEMORANDUM

TO: Curtis Holt, City Manager

FROM: Timothy Cochran, City Planner 

CC: Barb VanDuren, Deputy City Manager
Rebecca Rynbrandt, Community Services Director

DATE: May 4, 2010

SUBJECT: Temporary Sign Ordinance Amendments

On March 16, 2010, the Planning Commission requested staff prepare temporary sign ordinance amendments for their consideration to return the City to pre-2009 standards. On April 20, the Planning Commission voted to recommend those amendments to the City Council. The recommendations, along with the minutes from that meeting, have been forwarded to you and City Council. Jack Sluiter has advised that he will prepare an applicable ordinance when requested by the City Council.

You will recall that our current temporary sign ordinance provisions were proposed in late 2008 by the Mayor's appointed Sign Ordinance Committee. That committee was comprised of several individuals including current City Council members, the Planning Commission chair, members of the DDA, and business representatives with assistance by staff. To summarize their conclusion, the appearance of our community was diminished by the over use of such temporary signs as banners, balloons, pennants and streamers. Compounding this image concern was the tattered appearance of many of the temporary sign displays. It was known by the Committee that the proposed greater restriction on these temporary signs would bring the City of Wyoming in line with established ordinances for many of our surrounding communities, such as Kentwood and Grand Rapids.

The Planning Commission considered those recommendations as part of an extensive package of signage amendments on November 18, 2008. At that meeting several business people spoke to their desire to retain greater allowances for temporary signs citing their benefits for business promotions. The Planning Commission concurred and recommended to not change the temporary sign provisions. On January 5, 2009, the City Council considered all recommendations and adopted the regulations as proposed by the Sign Ordinance Committee. Further, on April 20, 2009, the City Council adopted a separate ordinance with the same requirements to eliminate nonconforming temporary signage throughout the City.

Since that time, Building Inspections staff has been pursuing compliance with the new provisions. Given the magnitude of noncompliance, the soft approach to encourage abiding, and a great many other responsibilities, we have not yet attained complete compliance. However, significant compliance on two major corridors has been obtained to the extent that Wyoming now has a

cleaner look in those commercial areas. While business development state-wide has been stagnant due to the recession, it is acknowledged by many that attractive commercial areas encourage business development and customer patronage.

Given the extensive prior consideration of this matter, the substantial effort by City staff to gain compliance with the clear City Council mandate, and the significant attainment achieved, staff cannot support returning to the prior standards. Recently, staff again researched other regional communities for their temporary sign provisions. This information is attached. It again demonstrates that the City of Wyoming's current requirements are typical of nearby communities.

Reviewed and affirmed by: Rebecca J. Rynbrandt
Rebecca Rynbrandt, Community Services Director

Memorandum

To: Rebecca Rynbrandt, Community Services Director/Inspections
Timothy Cochran, City Planner

From: James. W. DeLange, Chief Building Official

Date: May 3, 2010

Re: Pedestrian Signs/Costumes/Flags, Banners, Streamers

Recently the Planning Commission discussed proposing a change to modify current code text to return to old code language, which had few, if any, restrictions in these signs types. The discussion also suggested that all types of temporary signage be subject to a permit/fee process as a means to regulate same and generate related enforcement revenue. As part of these discussions, you asked that I prepare information discussing the impact of implementing such a change should the Council amend the ordinance. Currently the City charges \$35 per seven day week with a maximum of eight (8) weeks per year for temporary trailer signs. Planning Commission suggested we use this formula for all temporary signage should the City Council decide to return to the former code language.

We recognize it is advantageous to regulate temporary signage duration or the proliferation of this type of advertisement will rapidly become out of control. However, a \$35 per week fee does not recover the expense involved to issue permits and perform field inspections, follow-up, etc.

Currently most temporary signs are prohibited. This is efficient to enforce because, if one exists, it is an automatic violation and measures can be taken to correct the situation. The business community quickly becomes accustomed to the ordinance and violations diminish.

Proposing low cost permits for temporary signs for potentially a few thousand business locations, on a seven (7) day/eight (8) weeks per year formula is problematic. Simply put, the Inspection Department does not currently have the resources to accommodate enforcement actions on a large number of permitted sites. There appears to be three options:

1. Leave the current language intact, which prohibits most types of temporary signage. In the long term, this type of enforcement is most cost effective and maintains the City's goal of enhancing the aesthetics of the business community.
2. Raise permit fees in order to recoup enforcement costs for an expanded temporary sign permitting and enforcement program.
3. Place no restrictions on temporary signs. This results in zero enforcement therefore no City expense. Note that this option will result in business aesthetics that leave a blighting influence, which in turn accelerates the eventual decay of a community.

The latter option is not the path most entities would desire. Rather the enhancement and maintenance of a community across all development areas is the continued goal of partnering residents, property owners, business persons and City staff, appointed boards and commissions and elected officials

The common goal of a thriving, safe and aesthetically pleasing community provides a place that people desire to visit and/or reside in. Reasonable sign regulations are present in virtually all municipalities. The current Wyoming sign regulations are liberal comparable to many, yet afford a controlled mechanism for additional advertisement. This current code text was determined through a lengthy deliberative process involving committees, residents, business owners, business organizations, and public hearings.

The initial enforcement actions on 28th St. and Division Ave. evidenced a marked improvement in aesthetics, which was recognized several times by business owners themselves. Continued enforcement of existing code text within the balance of the business community will afford even greater beneficial effect.

CITY

Holland Township

Portable Signs

No portable sign shall be larger in area than sixty (60) square feet on one (1) face. Each property shall be entitled to display and utilize only one (1) portable sign for a continuous period of thirty (30) days during each six-month period.

Portable signs, which shall not be counted against the number of portable signs, shall be permitted with the grand opening of the commercial enterprise on the premises, not more than ten (10) days prior to, nor more than ten (10) days following, the first day of the grand opening. These portable signs shall comply with all requirements contained in section 18.11.A.

Pennants

*See Portable Signs

Banners

*See Portable Signs

Balloons

The use of balloons as a sign or as a part of a sign shall be permitted only in connection with a **grand opening**, as provided in this subsection.

Window Signs

No reference

Holland	<p>Temporary signs in PUD Districts. Commercial businesses are permitted to have temporary signs or banners subject to a sign permit and the following requirements:</p> <p>(1) Signs shall be displayed no longer than fourteen (14) consecutive days.</p> <p>(2) Signs shall occur not more than twice in any calendar year for any single commercial PUD property.</p> <p>(3) Signs shall comply with C-2 District yard and height requirements.</p>	<p>Strings of light bulbs, pennants, streamers, banners, or flags (other than those of a governmental nature not used for the purpose of commercial advertisement and open flags) are prohibited, except as permitted in sections 39-353(n), 39-354, 39-356, 39-357, 39-361, and 39-364 as temporary signs for promotions</p>	*See Pennants	<p>Balloon signs are prohibited except as permitted in sections 39-357 and 39-364 as a temporary sign for promotions</p>	Exempt from regulation
Grand Rapids	<p>Portable signs shall be permitted as temporary signs for no more 30 days per event not to exceed 3 times per year</p>	<p>streamers and pennants shall be prohibited</p>	<p>Banner signs shall be permitted as a temporary sign under the conditions</p>	<p>Inflatable balloons are prohibited</p>	<p>Window signs are permitted, provided the total area of such signs does not cover more than twenty-five (25) percent of the window area.</p>
East Lansing	<p>Portable signs are prohibited</p>	<p>Banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, or elements creating sound, except seasonal decorations and community event signs are prohibited.</p>	<p>One special event banner up to eight square feet in area shall be allowed for up to ten consecutive days three times within a 12-month period for a fee. Three "seasonal" banners up to 12 square feet.</p>	No reference	<p>On-premises window signs shall be permitted if the surface display area of all window signage does not exceed 25 percent of the glass surface area per framed window</p>
Grandville	prohibited	prohibited	prohibited	prohibited	prohibited

Cascade	prohibited	prohibited	prohibited	prohibited	Window signs or displays, provided permanent window sign(s) shall not cover more than twenty-five (25) percent of the total window surface and temporary window signs shall not cover more than fifteen (15) percent of the total window surface
Lansing	Not more than 60 days per calendar year will be allowed with permit	Pennants, streamers, spinners and strings of lights, except "holiday" decorations are prohibited	See Pennants	Balloons, large inflated animals and other objects which are used as signs are prohibited	Window signs are permitted in office, commercial, wholesale and industrial zoning districts
Ann Arbor	Portable Signs are prohibited	Exterior banners, pennants, spinners and streamers are prohibited.	See Pennants	Defined under definition of sign - see portable signs	A business shall be permitted interior signs which occupy not more than 25% of the window area of each floor level of said business, provided that the message units on said signs when combined with those on any exterior signs do not exceed the number permitted by section 5:502. If the permanent interior signs will exceed 25% of the window area of a floor level of a business, they shall be treated as exterior signs

Kentwood

1. Sign permits are required for all portable signs regardless of size.

Streamers and pennants are not considered portable signs. (not included as permitted signs in Zoning Code)

Allowed in shopping malls mounted on vertical poles. See also Pennants

Allowed with multiple restriction ie. Height, barricades, anchorage, wind speed, etc.

Shall not cover more than 25% of window area on any side of building

2. The portable sign permit will specifically state the date by which the sign must be removed based upon the applicant's representation as to the existence of a special circumstance or event.

3. If there has already been a portable sign on the premises, the sign must be removed on a date so that, except as is otherwise expressly provided in this chapter, the total number of days portable signs are located on the premises within a calendar year does not exceed 30 days.

BEFORE



AFTER



BEFORE



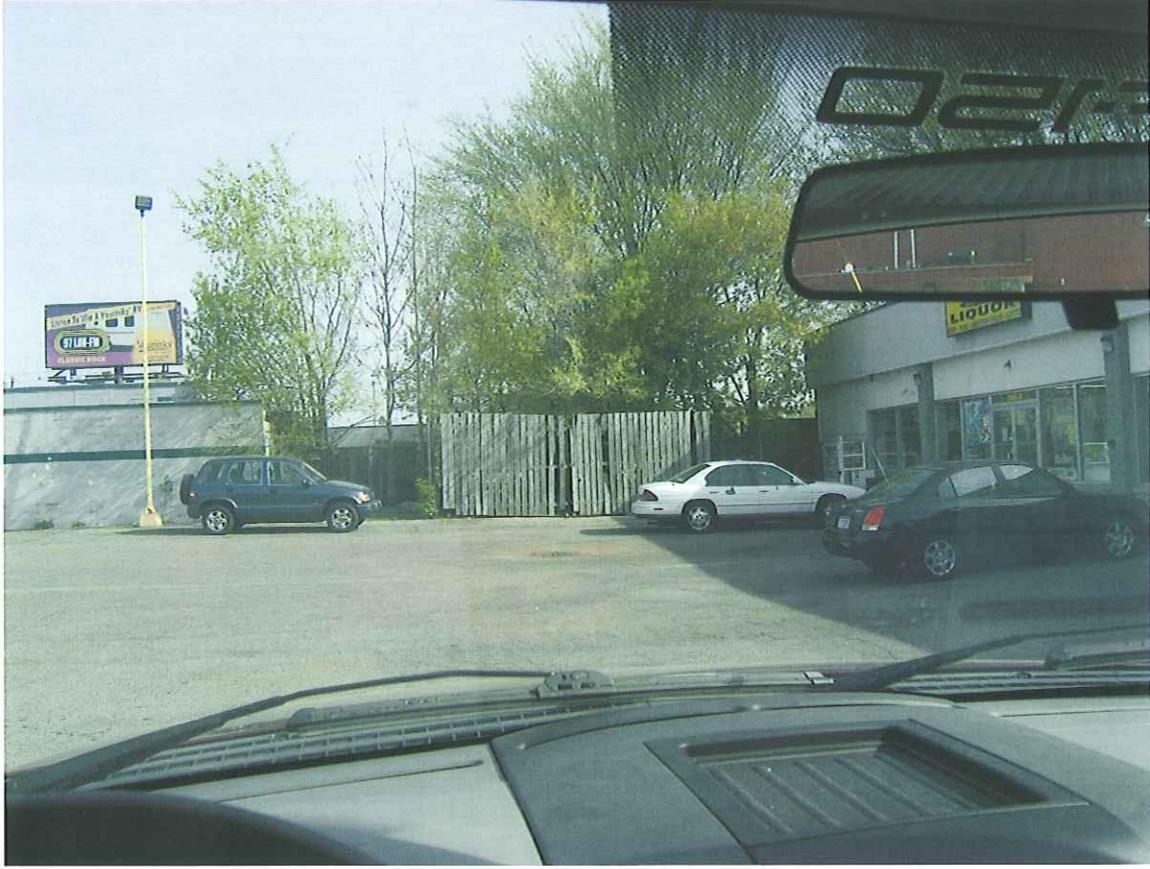
AFTER



BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER





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 28, 2010

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Chapter 90 Section 90-792 (Definitions – pedestrian signs); Section 90-795 (Prohibited Signs) and Section 90-799-4 (Temporary Signs – Nonresidential Districts).

Recommendation: To approve the subject Zoning Code amendments.

Dear Ms. Isakson:

The above referenced requests were reviewed by the Wyoming Planning Commission at its regular meeting on April 20, 2010. Staff had the following comments:

On March 16, 2010 staff brought forward several Zoning Code signage amendments for Planning Commission consideration. These amendments were primarily intended to “tidy up” the Zoning Code. All were recommended by the Planning Commission for approval to the City Council with the exception of pedestrian signs. Pedestrians displaying signs are prohibited by the Code. In what staff believes to be an unforeseen omission, pedestrians in costumes are not definitively prohibited. We proposed the following amendment to Zoning Code Section 90-792 to address this:

“Pedestrian sign: A temporary sign, including by way of example, placards and sandwich boards, held or worn by a person and displayed to passing motorists along major streets, or costumes worn by representatives for the business, which call attention to a business, product, service or event.”

During the public hearing on the matter, a few business owners spoke to their desire to continue to allow pedestrian signs believing their use is advantageous to generating business. At the meeting, the Commission requested staff bring alternative language to allow pedestrian signs as a permitted temporary sign forward for their consideration.

In addition, a few business owners took this opportunity to address the Planning Commission and voice their displeasure with the City's restrictions on banners, pennants and streamers. Their desire is to return to the prior City standards, in effect before January 2009. Subsequently, the Planning Commission requested staff prepare a Zoning Code amendment to reconsider the prior standards.

Pursuant with the direction from the Planning Commission, the following amendments were prepared by staff to allow pedestrian signs, banners, balloons, pennants and streamers, to be regulated under the same permit process as other temporary signs.

Amend Zoning Code Section 90-795 Prohibited Signs as follows:

"Pedestrian signs, except as specifically permitted in [subsection] 90-799 (4)."

Amend Zoning Code Section 90-799-4 Temporary Signs – Nonresidential Districts as follows:

TABLE 90-799-4: TEMPORARY SIGNS - NONRESIDENTIAL DISTRICTS

<i>Temporary Sign</i>	<i>Type of Sign Permitted</i>	<i>Max. Size</i>	<i>Max. Height</i>	<i>Max. Number</i>	<i>Setback</i>	<i>Permit Required</i>	<i>Permitted Duration</i>
Ground, wall, banner, balloons, pennants and streamers	As defined	40 sq. ft.	Ground: 4 ft. Wall: not higher than roof line	1 (c)	(b)	Y	(g)
Pedestrian Signs	As defined	16 sq. ft.	8 ft.	1	(b)	Y	(g)

"(g) Permits shall be obtained for one seven day period or consecutive multiples thereof, except that no property shall contain trailer 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."

Note: Section (g) was revised from the Planning Commission recommended amendment from March 16, 2010 to remove the sentence "Trailer sign requirements."

The Development Review Team suggested the Planning Commission recommend to the City Council only the Zoning Code Section 90-792 (Definition –Pedestrian Sign) amendment as initially proposed.

At the public hearing seventeen people spoke regarding their desire to allow pedestrian signs, banners, balloons, pennants and streamers for business advertising. They believe the existing standards are too restrictive.

Commissioner Postema motioned, with support by Bueche, to recommend to the City Council striking the pedestrian sign underlined wording “or costumes worn by representatives for the business” recommended by staff. Also, pedestrian signs be added to Table 90-799-4: Temporary Signs – Nonresidential Districts. After discussion, the motion carried 6-3. A motion by Weller, supported by Postema, to recommend to the City Council further amending Table 90-799-4, as developed by staff, carried 8-1.

To summarize, the proposed amendments would continue to allow costumed pedestrian signs as unregulated. Pedestrians carrying business signs, and other temporary signs such as banners, pennants, balloons, and streamers (up to 40 sq. ft.) would be allowed by permit for up to eight weeks annually. This is effectively the same regulations as for trailer signs. Additional explanation regarding these proposals 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



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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

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

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

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. _____

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

INTEROFFICE MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER
FROM: REBECCA L. RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES
SUBJECT: HOME CONSORTIUM – INTERLOCAL AGREEMENT BETWEEN CITY OF WYOMING AND KENT COUNTY
DATE: MAY 3, 2010
CC: LINDA LIKELY, KENT COUNTY; AND PATRICK GAFFNEY

The federal Housing and Urban Development (HUD) Department allocates \$240,000 for the provision of a Home Investment Partnership (HOME) Program within the City of Wyoming. The intent of the HOME program is to:

- Increase the supply of decent, affordable housing to low- and very low-income households,
- Expand the capacity of nonprofit housing providers,
- Strengthen the ability of state and local governments to provide housing; and
- Leverage private sector participation.

Historically, these funds have been administered by the Michigan State Housing Development Authority (MSHDA). Under this process, the City of Wyoming's allocation was placed in MSHDA's pool of available funds and distributed throughout the State based upon applications. To the best of my and Jodi Willobbee, our MSHDA representative, knowledge the City of Wyoming has never applied for these funds. Recently my office was contacted by HUD inquiring about the City of Wyoming's willingness to explore a consortium agreement with Kent County to transfer the administration and implementation of the City's HOME allocation from MSHDA to the County. HUD's, and subsequently my, belief is that the funds will have a greater local impact through more local involvement and direct investment by HUD.

Please find attached the draft Kent Home Consortium agreement. The term would be for three years beginning with federal fiscal year 2011 and ending 2013. Kent County would administer the funds; with the City of Wyoming having input on our share of the funds and its related applications from area developers. In the event that no eligible project in the City of Wyoming can be committed within 18 months or completed within 42 months of HUD contract award, then the funds which have not been committed or expended may be reallocated by the County for other HOME-eligible projects.

At a minimum, this agreement works to ensure that funds have a more direct impact to citizens living in Kent County, with the specific intent of serving Wyoming citizens. When projects do not present themselves to our direct benefit, our metropolitan area will be improved; elevating the overall quality of life and standard of living of our region.

Subject to your review and approval, I ask to present this information to the City Council at the May 10, 2010 work session.

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WYOMING AND THE
COUNTY OF KENT ESTABLISHING**

THE KENT HOME CONSORTIUM

This Agreement is entered into between the City of Wyoming, (hereinafter the "City") a Michigan Municipal Corporation, and Kent Urban County (hereinafter the "County"), pursuant to the Urban Cooperation Act, 1967 PA 7 (MCLA 124.501) to establish and provide for the powers and duties of the "Kent HOME Consortium". Each party is a public agency as defined in Public Act 7 with the power to carry out the programs described in this Agreement. This Agreement is effective July 1, 2011.

WITNESSETH:

WHEREAS, the stated goal of the Cranston-Gonzalez National Affordable Housing Act (NAHA) is that every American family should be able to afford a decent home; and

WHEREAS, NAHA requires a governmental unit to formulate and submit applicable plans in order to be eligible to receive funds from existing federal programs, such as Community Development Block Grant (CDBG) and Emergency Shelter Grants (ESG), as well as to be eligible to receive funds from new housing assistance programs, including the Home Investment Partnerships Act Program (HOME); and

WHEREAS, NAHA provides for the designation of geographically contiguous units of local government to participate as a consortium and be considered a single unit of local government for the purposes of the HOME program; and

WHEREAS, the City and the County are contiguous units of local government and desire to form a consortium for the purposes of formulating and submitting required plans for the purpose of receiving an allocation and participating in the HOME Program administered by the Department of Housing and Urban Development (HUD) for which they may be eligible, and for the purpose of cooperating to undertake or to assist in the undertaking of housing assistance activities for the HOME Program; and

WHEREAS, the City and County have determined that obtaining funding under the HOME program will increase their ability to provide housing for their low and moderate income residents and it is desirable and advantageous, and in the public interest to enter into an Agreement for joint and cooperative action, as embodied in this Agreement;

THEREFORE, the City and the County establish the Kent HOME Consortium upon the following terms and conditions:

1. Consortium Membership.

- a. The City and the County (hereafter collectively referred to as the Consortium) agree to cooperate, as herein set forth, to undertake or to assist in undertaking, housing assistance activities for the HOME program.
 - b. The City and the County designate the County, through its Housing and Community Development Department, as the lead governmental entity. The County will act in an agent capacity for the purposes of HOME and will exercise such authority and power necessary to accomplish the purposes of this Agreement, subject to the input of the City. Priorities are based on identified activities documented in the Kent County Five Year Consolidated Plan and in Annual Action Plans. The ultimate authority to implement the HOME program lies with the County as lead entity.
 - c. This Agreement recognizes that there are no other local units of government within Kent County who can join the Consortium.
 - d. This Agreement will not be automatically renewed when it expires.
2. Responsibilities of Lead Entity. The County, as lead entity, shall assume overall responsibility to:
- a. Ensure that the Consortium HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan (Plan) and CAPER in accordance with HUD regulations found in 24 CFR Parts 92 and 91, as specified at 24 CFR 92.350.
 - b. Formulate and update any required plans, including but not limited to, a needs assessment, assessment of the housing market and inventory, and a five (5) year strategy that identifies geographic and program priorities and addresses homelessness and fair housing issues.
 - c. Submit required plans, updates and reports in a timely manner as required by NAHA.
 - d. Implement the Plan within the Consortium.
 - e. Administer all housing assistance activities funded through the HOME Program within the Consortium.
3. Member Responsibilities; Allocation; Match.
- a. Each member is entitled to a percentage of the annual Kent HOME Consortium allocation, based on its share of the current HOME allocation as determined by HUD.

- b. The County shall be responsible for allocating all HOME funds to eligible activities pursuant to HUD regulations, with the input of the City on their share of HOME funds.
- c. The County will require project developers to provide required match funds. If the developer cannot provide the required match a given project may not proceed.
- d. In the event that no eligible project in the City can be committed within 18 months or completed within 42 months of HUD contract award, then the funds which have not been committed or expended may be reallocated by the County for other HOME-eligible projects. The County shall ensure through ongoing monitoring that good faith effort is made to identify HOME-eligible projects in the City.
- e. The County as Lead Agency will be ultimately responsible to ensure compliance with Program requirements and shall be liable for any funds recaptured by HUD pursuant to 24 CFR 92.500(d)(1)(B) and (C).
- f. The County shall provide information to the City on City HOME projects on an annual basis through its Consolidated Annual Performance Report (CAPER) process.

4. Term.

- a. This Agreement shall remain in effect until the date on which all activities funded under NAHA during federal fiscal years 2011, 2012, and 2013 have been expended for eligible activities. The qualification period for this Consortium to receive allocations as a participating jurisdiction in the HOME program will start on July 1, 2011 and end on June 30, 2014.
- b. One year prior to termination of this Agreement, the Consortium may elect to extend the term of this Agreement by the adoption of substantially similar resolutions from each of the member governing bodies approving the extension of the Agreement and authorizing the chief elected official to execute any necessary documents.
- c. Pursuant to CPD Notice 08-01, no member may withdraw from the Consortium or terminate this Agreement during the qualification period of July 1, 2011 through June 30, 2014, and until the HOME funds from each of the Federal fiscal years of the qualification period are expended on eligible activities.
- d. All members of the Consortium shall have the same program year for CDBG, HOME, and ADDI Programs. The program year will begin annually on July 1st and end on June 30th.

5. Amendments.

Amendments to this Agreement shall be made only upon the mutual agreement of the City and the County and are subject to approval by HUD.

6. Fiscal Responsibilities.

Day-to-day financial and fiscal authority and responsibility for all funds received and administered in connection with this Agreement shall be vested in the Kent County Housing and Community Development Department in cooperation with the Kent County Finance Department. The Kent County Housing and Community Development Department shall be responsible for the receipt, IDIS draw-down, disbursement, and accounting of all Consortium funds.

7. Annual Audit.

The County is responsible for obtaining an independent annual. The City will receive a copy of the annual audit.

8. Compensation of Lead Entity for Services Rendered.

- a. The County, through its Housing and Community Development Department, is responsible for the final formulation, update, and submission of required plans on behalf of the Consortium.
- b. The activities undertaken by the County with respect to implementation of HOME programs within the Consortium shall be funded by a ten percent administrative cost provision in the HOME Program, Part 92.207 for eligible costs. The County will provide direct services to the Consortium to administer and implement required administrative activities of the HOME Program.

9. Fair Housing. Each Consortium member shall affirmatively further fair housing.

10. Limitations on Powers. The Consortium has no power or authority to:

- a. Levy any tax or issue any bonds in its own name;
- b. Indebt any party, except as provided in this agreement;
- c. Condemn land for any purpose.

NOW, THEREFORE, the elected officials of the aforesaid units of general local government approve this Agreement, and as authorized representatives of their unit of government pledge to cooperate and enter into such Agreement as previously authorized and directed.

The said elected officials, in witness whereof, cause this Agreement to be executed and herein affix their signatures this ___th day of _____ 2010.

FOR THE CITY OF WYOMING:

FOR THE COUNTY OF KENT

Jack Poll, Mayor, City of Wyoming

Sandi Frost Parrish, Chair
County of Kent, Board of
Commissioners

Date

Date

Heidi Isakson, Clerk, City of Wyoming

Mary Hollinrake, Clerk, County of
Kent

Date

Date

APPROVED AS TO FORM

Jack Sluiter, Attorney, City of Wyoming

Date

Legal Opinion of Corporation Counsel County of Kent

The undersigned, Corporation Counsel for the County of Kent, certifies that the foregoing terms and provisions of this Agreement are fully authorized under State law, 1967 PA 7 (MCLA 124.501), and local law, and that this Agreement provides full legal authority for the Consortium to undertaken or assist in undertaking housing assistance activities for the HOME Program;

Dan Ophoff, Corporation Counsel
County of Kent

Date

Chapter 1:

HOME and CDBG Basics

This chapter is a basic primer for housing practitioners who are new to the HOME or CDBG programs. It provides a general overview of the two programs, including their statutory intents and key program partners. For each program, the chapter describes basic eligible activities and highlights important administrative requirements. The subsequent chapters provide more detail on each of the eligible affordable housing activities. This chapter concludes with a detailed chart that compares the key requirements of the two programs.

Part 1: Home Investment Partnerships (HOME) Program

What is HOME?

Created by the National Affordable Housing Act of 1990 (NAHA), HOME is the largest Federal block grant available to communities to create affordable housing. The intent of the HOME Program is to:

- Increase the supply of decent, affordable housing to low- and very low-income households;
- Expand the capacity of nonprofit housing providers;
- Strengthen the ability of state and local governments to provide housing; and
- Leverage private sector participation.

Every year, the U.S. Department of Housing and Urban Development (HUD) determines the amount of HOME funds that states and local governments—also known as Participating Jurisdictions (PJs)—are eligible to receive using a formula designed to reflect relative housing need. After money has been set aside for America's insular areas¹ and for nationwide HUD technical assistance, the remaining funds are divided between states (40 percent) and units of general local government (60 percent).

The HOME Program regulations are found at 24 CFR Part 92. The Final Rule was published on September 16, 1996 and was amended on March 30, 2004 to include ADDI. The HOME regulations may be found on HUD's Office of Affordable Housing Programs website at: <http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/home/index.cfm>

HOME Program Partners

To ensure success in providing affordable housing opportunities, the HOME Program requires PJs to establish new partnerships and maintain existing partnerships. Partners play different roles at different times, depending upon the project or activity being undertaken with HOME funds. Key program partners include:

- **PJs.** A PJ is any state, local government, or consortium that has been designated by HUD to administer a HOME program.
 - *State governments:* States are given broad discretion in administering HOME funds. They may allocate funds to units of local government directly, evaluate and fund projects themselves, or combine the two approaches. States may also fund projects jointly with local PJs. They may use HOME funds anywhere within the state, including within the boundaries of local PJs.
 - *Local governments and consortia:* Units of general local government, including cities, towns, townships, and parishes, may receive PJ designation or they may be allocated funds by the state. Contiguous units of local government may form a consortium for the purpose of qualifying for a direct allocation of HOME funds. The local government or consortium then administers the funds for eligible HOME uses.
- **Community Housing Development Organizations (CHDOs).** A CHDO is a private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations. Each PJ must use a minimum of 15 percent of its annual allocation for housing that is owned, developed, or sponsored by CHDOs. PJs evaluate

organizations' qualifications and designate them as CHDOs. CHDOs also may be involved in the program as subrecipients, but the use of HOME funds in this capacity is not counted towards the 15 percent set-aside.

- **Subrecipients.** A subrecipient is a public agency or nonprofit organization selected by a PJ to administer all or a portion of its HOME program. It may or may not also qualify as a CHDO. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not considered a subrecipient.

Other important partners in the HOME Program include:

- **Developers, owners and sponsors.** Developers, owners, and sponsors of housing developed with HOME funds may be for-profit or nonprofit entities. Developers are the entities responsible for the putting the housing deal together. Owners are the entities that hold title to the property after rehabilitation, construction, or acquisition. Sponsors work with other organizations—such as other nonprofits—to assist them to develop and own housing. At project completion, they turn over title to the property to the other organization.
- **Private lenders.** Most HOME projects leverage or involve other financing, from for-profit lenders or other entities such as foundations or community groups.
- **Third-party contractors.** There is a range of other entities that might work on the HOME Program, such as architects, planners, construction managers, real estate agents, or consultants. These third-party contractors are responsible for specific, well-defined tasks that contribute to the PJ's overall affordable housing activity, such as consolidated planning.

HOME Program Activities

HOME funds can be used to support four general affordable housing activities:

- **Homeowner rehabilitation.** HOME funds may be used to assist existing owner-occupants with the repair, rehabilitation, or reconstruction of their homes.

- **Homebuyer activities.** PJs may finance the acquisition and/or rehabilitation, or new construction of homes for homebuyers.
- **Rental housing.** Affordable rental housing may be acquired and/or rehabilitated, or constructed.
- **Tenant-based rental assistance (TBRA).** Financial assistance for rent, security deposits and, under certain conditions, utility deposits may be provided to tenants. Assistance for utility deposits may only be provided in conjunction with a TBRA security deposit or monthly rental assistance program.

Eligible Costs

Eligible costs under the HOME Program depend on the nature of the program activity. Generally, HOME funds can be used for the following activities:

- **New construction.** HOME funds may be used for new construction of both rental and ownership housing. Any project that includes the addition of dwelling units outside the existing walls of a structure is considered new construction.
- **Rehabilitation.** This includes the alteration, improvement, or modification of an existing structure. It also includes moving an existing structure to a foundation constructed with HOME funds. Rehabilitation may include adding rooms outside the existing walls of a structure, but adding a housing unit is considered new construction.
- **Reconstruction.** This refers to rebuilding a structure on the same lot where housing is standing at the time of project commitment. HOME funds may be used to build a new foundation or repair an existing foundation. Reconstruction also includes replacing a substandard manufactured house with a new manufactured house. During reconstruction, the number of rooms per unit may change, but the number of units may not.
- **Conversion.** Conversion of an existing structure from another use to affordable residential housing is usually classified as rehabilitation. If conversion involves additional units beyond the walls of an existing structure, the entire project is new construction. Conversion of a structure to commercial use is not eligible under HOME.
- **Site improvements.** Site improvements must be in keeping with improvements to surrounding

standard projects. They include new, on-site improvements where none are present or the repair of existing infrastructure when it is essential to the development. Building new, off-site utility connections to an adjacent street is also eligible. Otherwise, off-site infrastructure is not eligible as a HOME expense, but may be eligible for match credit.

- **Acquisition of property.** Acquisition of existing standard property, or substandard property in need of rehabilitation, is eligible as part of either a homebuyer program or a rental housing project. After acquisition, rental units must meet HOME rental occupancy, affordability, and lease requirements.
- **Acquisition of vacant land.** HOME funds may be used for acquisition of vacant land only if construction will begin on a HOME project within 12 months of purchase. Land banking is prohibited.
- **Demolition.** Demolition of an existing structure may be funded through HOME only if construction will begin on the HOME project within 12 months.
- **Relocation costs.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (known as the “Uniform Relocation Act” or “URA”) and Section 104(d) of the Housing and Community Development Act of 1974, as amended (known as “Section 104(d)”) apply to HOME-assisted properties. Both permanent and temporary relocation assistance are eligible costs, for all those relocated, regardless of income. Staff and overhead costs associated with relocation assistance are also eligible. Note that homeownership undertaken with FY04 –FY07 American Dream Downpayment Initiative (ADDI) funds is not subject to the URA.
- **Refinancing.** HOME funds may be used to refinance existing debt on single family, owner-occupied properties in connection with HOME-funded rehabilitation. The refinancing must be necessary to reduce the owner’s overall housing costs and make the housing more affordable. Refinancing for the purpose of taking out equity is not permitted. HOME may be used to refinance existing debt on multifamily projects being rehabilitated with HOME funds, if refinancing is necessary to permit or continue long-term

affordability, and is consistent with PJ-established refinancing guidelines, as outlined in the PJ’s consolidated plan.

- **Capitalization of project reserves.** HOME funds may be used to fund an operating deficit reserve for rental new construction and rehabilitation projects for the initial rent-up period. The reserve may be used to pay for project operating expenses, scheduled payments to a replacement reserve, and debt service for a period of up to 18 months.
- **Project-related soft costs.** These must be reasonable and necessary. Examples of eligible project soft costs include:
 - Finance-related costs;
 - Architectural, engineering, and related professional services;
 - Tenant and homebuyer counseling, provided the recipient of counseling ultimately becomes the tenant or owner of a HOME-assisted unit;
 - Project audit costs;
 - Affirmative marketing and fair housing services to prospective tenants or owners of an assisted project; and
 - PJ staff costs directly related to projects (not including TBRA).

Prohibited Activities and Costs

HOME funds may not be used to support the following activities and costs:

- **Project reserve accounts.** HOME funds may not be used to provide project reserve accounts (except for initial operating deficit reserves) or to pay for operating subsidies.
- **Tenant-based rental assistance for certain purposes.** HOME funds may not be used for certain mandated existing Housing Choice Voucher Program (formerly known as Section 8) uses, such as Housing Choice Voucher rent subsidies for troubled HUD-insured projects.
- **Match for other Federal programs.** HOME Program funds may not be used as the “nonfederal” match for other Federal programs except to match McKinney Act funds.

- **Development, operations, or modernization of public housing:**

- HOME funds cannot be used alone or in conjunction with HUD-funded public housing program funds (e.g., Public Housing capital programs such as Development, Comprehensive Improvements Assistance Program (CIAP) or Comprehensive Grant Program (CGP)) to acquire, rehabilitate, or construct public housing units.
- HOME funds cannot be used to operate public housing units under any circumstances.

- **Properties receiving assistance under 24 CFR Part 248 (Prepayment of Low-Income Housing Mortgages).** Properties receiving assistance through the Low-Income Housing Preservation and Resident Homeownership Act (LIHPRHA) or the Emergency Low-Income Preservation Act (ELIHPA) are not eligible for HOME assistance except if the HOME assistance is provided to priority purchasers. Note: these programs are no longer funded by HUD.

- **Double-dipping.** During the first year after project completion, the PJ may commit additional funds to a project. After the first year, no additional HOME funds may be provided to a HOME-assisted project during the relevant period of affordability, except that:

- Tenant based rental assistance to families may be renewed.
- Tenant based rental assistance may be provided to families that will occupy housing previously assisted with HOME funds.
- A homebuyer may be assisted with HOME funds to acquire a unit that was previously assisted with HOME funds.

- **Acquisition of PJ-owned property.** A PJ may not use HOME Program funds to reimburse itself for property in its inventory or property purchased for another purpose. However, in anticipation of a HOME project, a PJ may use HOME funds to:

- Acquire property; and
- Reimburse itself for property acquired with other funds, specifically for a HOME project.

- **Project-based rental assistance.** HOME funds may not be used for rental assistance if receipt of funds is tied to occupancy in a particular project. Funds from another source, such as Housing Choice Voucher, may be used for this type of project-based assistance in a HOME-assisted unit. Further, HOME funds may be used for other eligible costs, such as rehabilitation, in units receiving project-based assistance from another source—for example, Housing Choice Voucher or state-funded project-based assistance.

- **Pay for delinquent taxes, fees, or charges.**

HOME funds may not be used to pay delinquent taxes, fees, or charges on properties to be assisted with HOME funds.

HOME Program Requirements

The HOME Program is designed to provide affordable housing to low-income and very low-income families and individuals. Therefore, the program has some key restrictions that are designed to foster HUD's commitment to long-term affordable housing, quality units and reasonable costs. These key restrictions are discussed below.

Income Eligibility and Verification

Beneficiaries of HOME funds—homebuyers, homeowners or tenants—must be low-income or very low-income. “Low-income” is defined as an annual income that does not exceed 80 percent of area median income, as adjusted by household size. “Very low-income” is defined as having an annual income that does not exceed 50 percent of area median income, as adjusted by household size. A household's income eligibility is determined based on its annual income. Annual income is the gross amount of income anticipated by all adults in the household during the 12 months following the effective date of the determination. To calculate annual income, the PJ may choose among three definitions of income:

- **Section 8 annual (gross) income.** Annual income determinations are based on the Part 5 definition of annual income. Note that this definition is now known as Part 5.

- **IRS adjusted gross income.** The calculation for “adjusted gross income” outlined in the Federal income tax IRS Form 1040.
- **Census long form annual income.** Annual income is defined as annual income used for the Census long form, for the most recent decennial Census.

Having the flexibility to choose the definition of income facilitates the combination of HOME with other funds, from sources that use differing definitions of income. The PJ’s choice of definition may depend on the other sources of funds in a project. For example:

- The Community Development Block Grant (CDBG) Program allows the same three definitions of income; therefore, projects with both sources should use the same definition.
- The Low Income Housing Tax Credit (LIHTC) Program requires the use of the Part 5 definition of income; therefore, projects that use both HOME and LIHTCs can use the Part 5 definition and comply with the requirements of both programs.

Subsidy Limits

HOME establishes minimum and maximum amounts of HOME funds that may be invested in any project. The minimum amount of HOME funds is \$1,000 multiplied by the number of HOME-assisted units in the project. The minimum **only** relates to the HOME funds, and **not** to any other funds that might be used for project costs. The minimum HOME investment does not apply to TBRA.

The maximum per-unit HOME subsidy limit varies by PJ. HUD determines the maximum amounts, which are based on the PJ’s Section 221(d)(3) program limits for the metropolitan area, each year. As above, those limits apply only to HOME funds and not other funds that may be invested in the project. These limits are available from the HUD Field Office, or online at <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/subsidylimits.cfm>.

The maximum per-unit subsidy limit is:

- 100 percent of the dollar limits for a Section 221(d)(3) nonprofit sponsor, elevator-type development, indexed for base city high cost areas, and adjusted for the number of bedrooms.

- For some PJs, the 221(d)(3) limit has already been increased to 210 percent of the base limit. For these PJs, HUD will allow, **upon request**, an increase in the per-unit subsidy amount on a program-wide basis. However, the absolute maximum subsidy limit that HUD will allow is 240 percent of the base 221(d)(3) limits.

Affordability Periods

To ensure that HOME investments yield affordable housing over the long term, HOME imposes rent and occupancy requirements over the length of an affordability period. For homebuyer and rental projects, the length of the affordability period depends on the amount of HOME assistance to the project or buyer, and the nature of the activity funded. Table 1-1 provides the affordability periods.

Table 1-1: Determining the HOME Period of Affordability

HOME Assistance per Unit or Buyer	Length of the Affordability Period
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
More than \$40,000	15 years
New construction of rental housing	20 years
Refinancing of rental housing	15 years

Throughout the affordability period, income-eligible households must occupy the HOME-assisted housing.

- **Rental housing.** When units become vacant during the affordability period, subsequent tenants must be income eligible and must be charged the applicable HOME rent.
- **Homebuyer assistance.** If a home purchased with HOME assistance is sold during the affordability period, resale or recapture provisions apply to ensure the continued provision of affordable homeownership.

Maximum Value

HOME investments are for modest housing. Thus, HOME imposes maximum value limits on owner occupied and homebuyer units. The maximum purchase price may not exceed 95 percent of the median purchase price of homes purchased in the area. In the case of a purchase-rehabilitation project, the

value of the property after rehabilitation may not exceed 95 percent of the area median purchase price for that type of housing. The after-rehabilitation value estimate should be completed prior to investment of HOME funds.

There are two options that PJs have for determining the 95 percent of the median purchase price. Most PJs opt to use the FHA Section 203(b) Mortgage Limits. These limits are available online at <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/maxprice.cfm>.

PJs also have the option of conducting a specialized market analysis that meets certain requirements established by HUD. (These can be found in the HOME Final Rule at 24 CFR 92.254 (a)(2)(iii).)

Property Standards

HOME-funded properties must meet certain minimum property standards.

- **State and local standards.** State and local codes and ordinances apply to any HOME-funded project regardless of whether the project involves acquisition, rehabilitation, or new construction.
- **Model codes.** For rehabilitation or new construction projects where there are not state or local building codes, the PJ must use one of three national model codes.ⁱⁱ
- **Housing quality standards.** For acquisition-only projects, if there are no state or local codes or standards, the PJ must enforce Housing Choice Voucher Housing Quality Standards (previously Section 8 HQS).
- **Rehabilitation standards.** Each PJ must develop written rehabilitation standards to apply to all HOME-funded rehabilitation work. These standards are similar to work specifications, and generally describe the methods and materials to be used when performing rehabilitation activities.

HOME Administrative Requirements

Administrative and Planning Costs

Each PJ may use up to 10 percent of each year's HOME allocation for reasonable administrative and planning costs. In addition, up to 10 percent of program income deposited in a PJ's local HOME account during a program year may be used for administrative and planning costs. PJs, state recipients and subrecipients may incur administrative and planning costs.

Eligible administrative and planning costs include expenditures for salaries, wages, and related costs of PJ staff persons responsible for HOME Program administration. In addition to staff salaries and related costs, other planning and administrative costs could include:

- Goods and services necessary for administration (for example, utilities, office supplies, etc.);
- Administrative services under third party agreements (for example, legal services);
- Administering a tenant-based rental assistance (TBRA) program;
- Providing public information;
- Fair housing activities;
- Indirect costs under a cost allocation plan prepared in accordance with applicable Office of Management and Budget (OMB) Circular requirements;
- Preparation of the Consolidated Plan; and
- Complying with other Federal requirements.

Match

The HOME Program requires that PJs contribute an amount equal to no less than 25 percent of the total HOME funds drawn down for project costs as a permanent contribution to affordable housing. PJs incur a match obligation only for project funds, not for

administrative, operating, or capacity building expenditures. Although the obligation is incurred based on per dollar expended in project, match credit can be invested in any HOME-eligible project, whether the project receives HOME funds or not. Match can be contributed in many different forms, including cash; value of waived taxes or fees; value of donated land or property; donated goods, services, materials or equipment.

Commitment and Expenditure Deadlines

The HOME Program encourages PJs to expend their affordable housing funds expeditiously by imposing two deadlines. HOME funds for a given program year must be committed to a HOME project within two years of signing the HOME Investment Partnerships Agreement. For the CHDO set-aside funds, PJs must reserve funds for use by CHDOs within that 24-month period. In addition, HOME funds must be expended within five years of receipt of funds. The Integrated Disbursement and Information System (IDIS) tracks each PJ's progress toward meeting these deadlines. Failure to meet these deadlines may result in a return of HOME funds to HUD.

Program Income

Program income is the income received by a PJ, state recipient, or subrecipient directly generated from the use of HOME funds or matching contributions. Program income must follow all of the HOME rules and must be used before drawing down new HOME funds. Program income includes, but is not limited to:

- Proceeds from the sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
- Income from the use or rental of real property owned by a PJ, state recipient or subrecipient that was acquired, rehabilitated, or constructed with HOME funds or matching contributions, minus the costs incidental to generating that income;
- Payments of principal and interest on loans made with HOME or matching funds, and proceeds from the sale of loans or obligations secured by loans made with HOME or matching contributions;

- Interest on program income; and
- Any other interest or return on the investment of HOME and matching funds.

All HOME program income must be used in accordance with the HOME Program rules. Where program income is concerned, there is an important distinction between subrecipients/state recipients and CHDOs. Specifically:

- Program income received by subrecipients or state recipients, such as rental income, repayment of loans, interest on loans, fees, and payments for services, is considered program income subject to HOME regulations.
- However, project proceeds received and retained by CHDOs are not considered program income. PJs have the option of permitting project proceeds to be retained by CHDOs or they may require CHDOs to return these proceeds to the PJ. If the project proceeds are returned to the PJ, they are program income. Use of funds must be specified in the CHDO written agreement and limited to either HOME-eligible activities or other housing activities that benefit low-income families.

Pre-Award Costs

PJs may incur eligible costs prior to the effective date of their annual HOME Investment Partnerships Agreement, subject to certain conditions. Both administrative and project costs may be incurred. Only costs eligible under the HOME Program rules in effect at the time the costs are incurred are included. Expenditures must meet all regulatory requirements, including environmental review regulations.

Pre-award project costs may not exceed 25 percent of the current HOME grant without written approval from HUD. PJs may authorize subrecipients and state recipients to incur pre-award costs, but authorization must be in writing. Citizen participation and all other applicable HOME requirements must be met.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WYOMING AND THE
COUNTY OF KENT

WHEREAS, the City of Wyoming works diligently to collaborate with local units of government and area developers to improve the supply of decent, affordable housing to low and very low income households; and

WHEREAS, the City of Wyoming has relied on the Michigan State Housing Development Authority (MSHDA) to administer and implement a Home Investment Partnerships (HOME) Program on our behalf through a pooled fund approach via impact throughout the State of Michigan; and

WHEREAS, the City of Wyoming actively pursues opportunities to leverage its limited resources through collaboration and partnership development; and

WHEREAS, the City of Wyoming is presented with an opportunity to ensure that HOME Program funds may have a more direct impact on the City's residents and greater metropolitan region through the development of an interlocal government agreement with the County of Kent ; now, therefore,

BE IT RESOLVED, that the Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an interlocal agreement with the County of Kent.

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: Agreement

INTEROFFICE MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER
FROM: REBECCA L. RYNBRANDT, DIRECTOR OF COMMUNITY SERVICES
SUBJECT: SCHOLARSHIP PROGRAM – RECREATION PROGRAMMING
DATE: MAY 3, 2010
CC: BARB VANDUREN, DEPUTY CITY MANAGER

GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
TO FUND SCHOLARSHIPS

The City of Wyoming has strived to maintain high quality, low cost recreation programming for the enjoyment and health and wellness of our citizens and their families. Recreation programming is funded primarily through the dedicated Parks and Recreation Operational Millage offset in minor part through participant fees. Per our Fee Allocation Guideline, fees, in part:

- Strive for a degree of cost recovery that is designed to make these facilities and services available to all. Educate the public on the value of our public parks, facilities, and recreation services.
- Provide equitable facility and recreation program distribution, aid in discipline control and promote respect and value of the facility, service, and program.
- Develop and maintain a fee structure based on a fair market value.

Regrettably, there remains at times a financial barrier for certain families in our community from participating in fee based recreation and leisure programming. The Parks and Recreation Department has desired to implement a scholarship program for several years, but was unable to offset the loss of program income without reducing programming itself. We are now presented with a partnership opportunity with the Greater Wyoming Community Resource Alliance (Alliance), a federally recognized 501(c)3 non-profit organization dedicated to serving the greater Wyoming community.

Chartered in 2007, the Alliance is established to provide for a charitable outlet for citizens and businesses eager to make sustainable and immediate impact to the very fabric of the community. The Alliance has begun raising funds to provide scholarships for youth and families to participate in health, wellness, and recreational activities of the Wyoming Parks and Recreation Department. The goal is to implement the scholarship program beginning with Fall 2010 program registrations. To this end, we have been working with both the Alliance and the Parks and Recreation Commission to develop a scholarship policy and application for your and Council's consideration. Please see the attached documents. Subject to your review and approval, I request to present this information to the City Council for their input at the May 10, 2010 Work Session.

**CITY OF WYOMING PARKS AND RECREATION DEPARTMENT
PROGRAM SCHOLARSHIP POLICY**

Purpose

To provide access to City of Wyoming Parks and Recreation Department youth and family programs for low-income residents of the City of Wyoming through partnership with the Alliance.

Guidelines

Eligibility Requirements

Scholarships are available to income-eligible City of Wyoming residents, as long as funds are still available. Scholarship awards are based on the number of immediate family members in the household and their combined income from all sources.

- Income is calculated on gross income (before deductions). Income includes net income from self-employment, social security, public assistance, alimony, child support payments, regular contributions from people not living in the same household, monetary compensation for services such as wages, salary, commission for fees, and any other cash income.
- The Parks and Recreation Department may consider both the income of the family during the previous calendar year and the family’s current income to determine the better indicator of need for a scholarship.
- If approved, eligibility status is good for the current fiscal year (July 1-June 30).
- Scholarship awards will be base on the following table (to be updated July 1st of each year). Eligibility shall be determined using the USDA guidelines to determine free and reduced school meals based upon the Federal Poverty Guideline updated annually. The 2010 guidelines are:

	Scholarship Award Amount:	
	Up to 50% of Reg. Fee	Up to 25% of Reg. Fee
Household Size:	Household Income:	Household Income:
2	18,941	26,955
3	23,803	33,874
4	28,665	40,793
5	33,527	47,712
6	38,389	54,631
7	43,251	61,550
8	48,113	68,469
For each additional family member, add:	4,862	6,919

Eligible Programs

Scholarships will apply towards:

- All Youth and Family programs with a registration fee of more than \$5.

Restrictions

The following limitations will apply to scholarship awards:

- Individuals may use scholarship award towards one program per quarter (based on quarterly brochure).

- Individuals may use up to \$50 in scholarship awards per fiscal year (July 1-June 30).
- Scholarships will be awarded on a first-come, first-served basis as long as funds are still available.

Scholarships will not apply towards:

- Late fees
- Registration fees of \$5 or less
- Miscellaneous program fees including, but not limited to, material fees and facility use fees
- Adult or Older Adult programs (Note: Low income older adults have access to the Wyoming Senior Fellowship Club scholarship program operated out of the Wyoming Senior Center.)

Application Procedure

To apply for scholarship eligibility:

1. Complete the Parks and Recreation Department Scholarship Eligibility Application.
 2. Attach appropriate documentation to substantiate annual income of all household members (all submitted information will be kept confidential):
 - Copy of W-2 Forms from each job held during the previous year OR copy of State and Federal tax return for the previous year
 - Most recent pay stub for each job currently held
 - Copy of most recent checking and savings account statement
 - Copy of DSS Form, SSI Form, Social Security or Unemployment Annual Statements, or any other applicable documents
- OR
- If child in the household is a student who receives a free or reduced school lunch, attach the U.S. Department of Agriculture proof of eligibility letter received when child was approved for the current school year.
3. Eligibility does not carry over into the next fiscal year. A new application must be submitted for a new fiscal year.

To apply for scholarship use:

1. Once determined to be eligible for scholarship awards, prospective participants must present their approval letter at the time they register for a program.

Funds Availability

In partnership with the GWCRA, an annual budget shall be established for scholarships for the year beginning July 1. The City of Wyoming shall divide and limit available funding based upon a maximum quarterly allocation to ensure a level of scholarship funding across the year. The City of Wyoming shall request reimbursement of awarded scholarships from the GWCRA on a quarterly basis.

Responsible Staff

Collection of Application Documents – Front Office Staff and Recreation Programmers
 Review of Applications and Status Determination – Recreation Supervisor and/or assigned Recreation Programmers
 Quarterly Reimbursement Processing/Billing to GWCRA – Administrative Secretary



CITY OF WYOMING PARKS AND RECREATION DEPARTMENT
PROGRAM SCHOLARSHIP APPLICATION

Household Information

First Name: Last Name: Address: City: Zip: Phone (day time): Phone (evening): E-mail Address:

List all immediate family members in your household below.

Table with 3 columns: Name, Date of Birth, Relation. Multiple rows for listing family members.

Financial Information

TOTAL FAMILY INCOME BEFORE DEDUCTIONS (include all sources of income for all immediate family members in the household, including any regular contributions from persons not living in household).

Please list financial assistance, if any, from any of the following:

Table with 2 columns: Source of Income, Monthly Income. Rows include Your Employment, Other Family Employment, Unemployment, Family Independence Agency, Child Support.

Table with 2 columns: Source of Income, Monthly Income. Rows include Alimony, Worker's Compensation, Social Security, Pension, Other.

Table with 2 columns: Total Monthly Income, Monthly Income.

Table with 2 columns: Total Yearly Income, Monthly Income.

- Please attach copies of appropriate documentation to substantiate annual income of all household members (see reverse side for list of necessary documents).

By signing below, I give permission to authorize the Wyoming Parks and Recreation Department to contact employers, social agencies, etc. to verify information on this application. I also understand that deliberate misrepresentation of information subjects the applicant to being disqualified for scholarship consideration. I hereby certify that all of the above information is true and correct to the best of my knowledge and belief.

Applicant Signature: Date:

Form with checkboxes for Approved and Denied, a Date field, and a Notes field.

CITY OF WYOMING PARKS AND RECREATION DEPARTMENT PROGRAM SCHOLARSHIP INFORMATION

Application Procedure

To apply for scholarship eligibility:

1. Complete the Parks and Recreation Department Scholarship Eligibility Application.
 2. **Attach appropriate documentation to substantiate annual income of all household members (all submitted information will be kept confidential):**
 - Copy of W-2 Forms from each job held during the previous year OR copy of State and Federal tax return for the previous year
 - Most recent pay stub for each job currently held
 - Copy of most recent checking and savings account statement
 - Copy of DSS Form, SSI Form, Social Security or Unemployment Annual Statements, or any other applicable documents
- OR
- If child in the household is a student who receives a free or reduced school lunch, attach the U.S. Department of Agriculture proof of eligibility letter received when child was approved for the current school year.
3. Eligibility does not carry over into the next fiscal year. A new application must be submitted for a new fiscal year.
 4. Return completed application to the Wyoming Parks and Recreation Department in person or by mail at 1155 28th Street SW, Wyoming, MI 49509, fax to 616-249-3400 or email to parks_info@wyomingmi.gov.

Eligibility Requirements

Scholarships are available to income-eligible City of Wyoming residents, as long as funds are still available. Scholarship awards are based on the number of immediate family members in the household and their combined income from all sources.

- Income is calculated on gross income (before deductions). Income includes net income from self-employment, social security, public assistance, alimony, child support payments, regular contributions from people not living in the same household, monetary compensation for services such as wages, salary, commission for fees, and any other cash income.
- The Parks and Recreation Department may consider both the income of the family during the previous calendar year and the family's current income to determine the better indicator of need for a scholarship.
- If approved, eligibility status is good for the current fiscal year (July 1-June 30).
- Scholarship awards will be based on the following table (to be updated July 1st of each year):

Household Size:	Scholarship Award Amount:	
	Up to 50% of Reg. Fee	Up to 25% of Reg. Fee
2	18,941	26,955
3	23,803	33,874
4	28,665	40,793
5	33,527	47,712
6	38,389	54,631
7	43,251	61,550
8	48,113	68,469
For each additional family member, add:	4,862	6,919

Eligible Programs

Scholarships will apply towards:

- All Youth and Family programs with a registration fee of more than \$5.

Restrictions

The following limitations will apply to scholarship awards:

- Individuals may use scholarship award towards one program per quarter (based on quarterly brochure).
- Individuals may use up to \$50 in scholarship awards per fiscal year (July 1-June 30).
- Scholarships will be awarded on a first-come, first-served basis as long as funds are still available.

Scholarships will not apply towards:

- Late fees
- Registration fees of \$5 or less
- Miscellaneous program fees including, but not limited to, material fees and facility use fees
- Adult or Older Adult programs

By Working Together We Can...

Establish endowments and scholarships to assist the community in improving the quality of life for children and families.

Operate as a conduit in support of community wide projects—making a difference at the grassroots level!

Be an active partner in supporting community collaborations in responding to community needs and ensuring sustainable change.



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Your support matters. Please join With Us Today—Volunteer, Donate.

GWCRA
P O BOX 905
1155 28TH ST SW
WYOMING, MI 49509-0905

Phone: 616.261.3520
Fax: 616.249.3400
rynbranb@ci.wyoming.mi.us

Greater Wyoming Community Resource Alliance

A non-profit 501(c)3 affiliate of the City of Wyoming



...positively improving the fabric of the community...

Join With Us Today

Greater Wyoming Community Resource Alliance

The GWCRA is a federally recognized 501(c)3 non-profit organization dedicated to serving the greater Wyoming community.

Chartered in 2007, the Alliance is established to provide for a charitable outlet for citizens and businesses eager to make sustainable and immediate impact to the very fabric of the community.

Our Mission...

We seek to provide a means to positively improve the fabric of the community through the promotion of social, environmental, economic and health and wellness programs and services.



Our Strategies...

Endowing **scholarships for youth and families** to participate in health, wellness, and recreational activities of the Wyoming Parks and Recreation Department.

Endowing programs for **homeowner public safety** repair and security improvements.

Endowing for the future growth of the **Retired Senior Volunteer Patrol** public safety program.

Supporting and advocating for **citizen driven committees and organizations** such as the Community Enrichment Commission, Citizen Task Force, and neighborhood associations.

Leading **partnerships** and funding of the Wyoming Youth Development Initiative and area National Night Out festivities.

By Working Together We Can and Will



Make A Difference In Your Life and Others!



MEMORANDUM

DATE: April 5, 2010
TO: Curtis L. Holt, City Manager
FROM: William D. Dooley, Director of Public Works
SUBJECT: Street Fund Reductions for FY2011

On April 20, 2010, the City Council reviewed the Major and Local Street Fund budgets for fiscal year 2011. During their review session, members of the City Council expressed concern about the proposed elimination of median sprinkling. The elimination of this activity is estimated to reduce Wyoming's street expenditures by approximately \$100,000, which includes the cost of operating and maintaining sprinkling systems on 18 miles of street medians, in addition to more frequent mowing and trimming.

The proposed 2011 Street Fund budget of \$4.6 million represents a 20% reduction from the 2008 Street Fund expenses of \$5.8 million. It is likely that this trend will continue for the next few years, with further decreases of approximately 5% per year. Unfortunately, each reduction has negative consequences. Median sprinkling was proposed for elimination because it appeared to have the least overall negative impact on Wyoming.

The attached spreadsheet summarizes the primary street fund activities. For each listed activity, there is an estimated budget amount, a previous-reduction amount, and an associated purpose category. The highlighted activities are those which represent the best candidates for further reduction, including:

- \$10,000 for median weed control
- \$50,000 for the street fund share of REGIS
- \$100,000 for miscellaneous activities such as citizen requests, spill cleanup, debris removal, dead animal disposal, concrete & asphalt recycling, shoulder repair, guardrail repair, and inter-departmental assistance
- \$170,000 for street lighting maintenance (operating costs are in the General Fund)
- \$900,000 for street plowing and salting
- \$20,000 for mailbox repair
- \$30,000 for Grand Valley Metro Council dues

Please include this information with the City Council's May 10 Study Session agenda. Thank you.

Summary of the Primary Street Fund Activities

FY 2010-11

Activities	Budget	Reductions	Purpose
Street Maint - Emergency Calls	\$30,000		Safety - Vehicles & Pedestrians
Street Maint - Tree Trimming & Removal	\$80,000	\$130,000	Safety - Vehicles & Pedestrians
Street Maint - NPDES Phase II	\$50,000		Liability - Federal Law
Street Maint - Street Sweeping	\$120,000	\$170,000	Liability - Federal Law
Street Maint - Sweeping Disposal	\$60,000		Liability - Federal Law
Street Maint - Basin Cleaning/Repair	\$130,000	\$90,000	Liability - Federal Law
Street Maint - Power (Storm Lift Station)	\$30,000		Liability - Flooding
Street Maint - Storm Sewers & Streams	\$210,000		Liability - Flooding
Street Maint - Leaf Pickup	\$100,000		Liability - Flooding
Street Maint - Pavement Repair	\$440,000		Liability - Surface Condition
Street Maint - Isolated Resurfacing	\$0	\$30,000	Liability - Surface Condition
Street Maint - Microsurfacing	\$0	\$200,000	Liability - Surface Condition
Street Maint - Crack Sealing	\$0	\$50,000	Liability - Surface Condition
Street Maint - Kent Trail	\$20,000		Liability - Surface Condition
Street Maint - Drive & Walk Survey Staking	\$10,000	\$30,000	Liability - Surface Condition
Street Maint - Bridge Repair	\$30,000		Liability - Structure Condition
Street Maint - Bridge Painting	\$0	\$30,000	Liability - Structure Condition
Street Maint - Facility & Equipment	\$50,000		Liability - Facility/Equip Condition
Street Maint - Miscellaneous Mowing	\$50,000		Liability - City Code
Street Maint - Median Mowing/Trimming	\$60,000		Liability - City Code
Street Maint - Median Weed & Feed	\$10,000	\$10,000	Optional - Aesthetics
Street Maint - Median Sprinkling	\$0	\$100,000	Optional - Aesthetics
Street Maint - Median Landscaping	\$0	\$30,000	Optional - Aesthetics
Street Maint - Division Avenue Trees	\$0	\$50,000	Optional - Aesthetics
Street Maint - REGIS	\$50,000		Optional - Public Information
Street Maint - Miscellaneous	\$100,000		Varies - Requests/Complaints

Summary of the Primary Street Fund Activities

FY 2010-11

Activities	Budget	Reductions	Purpose
Traffic - Metro Area Signal System	\$60,000		Safety - Vehicles
Traffic - Power (Signals)	\$50,000		Safety - Vehicles
Traffic - Signals	\$260,000		Safety - Vehicles
Traffic - Signs	\$270,000	\$70,000	Safety - Vehicles
Traffic - Pavement Markings	\$120,000		Safety - Vehicles
Traffic - Studies & Counts	\$90,000		Safety - Vehicles
Traffic - Problem Investigations	\$60,000		Safety - Vehicles
Traffic - RR Crossings	\$20,000		Safety - Vehicles
Traffic - Street Lighting	\$170,000		Optional - Public Security
Winter Maint - Plowing	\$480,000		Safety - Vehicles
Winter Maint - Salting	\$420,000	\$90,000	Safety - Vehicles
Winter Maint - Facility & Equipment	\$50,000		Liability - Facility/Equip Condition
Winter Maint - Mailbox Repair	\$20,000		Optional - Public Relations
Winter Maint - Miscellaneous	\$50,000		Varies - Requests/Complaints
Street Admin - General Fund Administration	\$430,000		Liability - Support
Street Admin - PW Administration	\$210,000	\$70,000	Liability - Support
Street Admin - PW Engineering	\$180,000	\$150,000	Liability - Support
Street Admin - GVMC Dues	\$30,000		Optional - Federal Funding
Totals	\$4,600,000	\$1,300,000	

MEMORANDUM

TO: CURTIS HOLT, CITY MANAGER
FROM: TIMOTHY SMITH, FINANCE DIRECTOR
DATE: APRIL 26, 2010
RE: **LATE CHARGES ON MISCELLANEOUS RECEIVABLES**

Currently, the City is in the process of implementing a computerized miscellaneous receivable billing system to better track the outstanding amounts due, reduce the amount of paper generated and to facilitate collection of invoices past due by working with the court to establish a collection process. While setting up the receivable system, it was discovered the City does not have a consistent late fee rate that can be charged on all past due invoices.

A charge of 1.5% a month on all past due invoices would be in keeping with most industries and would help deter individuals from allowing their charges to becoming delinquent. In the Fiscal Year 2008-09, the city recorded an outstanding receivable balance in the Inspection Fund alone of \$212,734 not including any late charges. Of this amount, approximately \$194,554 (91%) were past as of June 30, 2009.

In surveying the surrounding communities relating the interest rate charged on past due invoices, none have a consistent policy on either the rate or the invoice types on which a late fee is charged.

As I discussed with you earlier this month, I recommend an amendment to the current fee schedule authorizing a late fee charge of 1.5% a month be added.

IX - TREASURER

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