

AGENDA
WYOMING CITY COUNCIL MEETING
HOM FLATS, 1401 PRAIRIE PARKWAY SW
MONDAY, JUNE 6, 2022, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Joel Van Dyke, Lee Street Christian Reformed Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the May 16, 2022 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 80 – To Appropriate an Additional \$17,888 of Budgetary Authority to Provide Funding for Library Maintenance Labor
 - b) Budget Amendment No. 81 – To Appropriate an Additional \$385,000 of Budgetary Authority to Provide Additional Funding for the Sewer Fund due to Increases in Sewer Claim Costs, Vehicle/Equipment Repairs, Higher than Anticipated Increase in GVRBA Contributions and Increased Side Stream Loading Fees to the City of Grand Rapids
- 14) Consent Agenda**

15) Resolutions

- a) To Purchase, Acquire and Construct Improvements to the Water System and to Publish Notice of Intent to Issue Revenue Bonds
- b) To Appoint Traci Shaffer as City Treasurer
- c) To Recognize the Wyoming Employees Community Outreach (WECO) as a Nonprofit Organization
- d) To Authorize the Mayor and City Clerk to Enter into Cooperative 21st Century Community Learning Centers Agreements with Wyoming Public Schools (Cohorts K, L-1 and L-2)
- e) To Authorize the Mayor and City Clerk to Execute a Contract for Specific Home Repair Services
- f) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of Grand Rapids
- g) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Salvation Army Social Services of Kent County
- h) To Authorize the Mayor and City Clerk to Execute an Agreement with ICCF Community Homes, Inc.
- i) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Heart of West Michigan United Way for Administration of the Kent County/Grand Rapids/Wyoming Regions Continuum of Care
- j) To Authorize the Mayor and City Clerk to Execute an Agreement with Catholic Charities West Michigan
- k) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2022-2023

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

- l) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Construction of a Non-Motorized Trail and Reconstruction of Plaster Creek Boulevard from Buchanan Avenue to Division Avenue (Budget Amendment No. 79)
- m) To Authorize the Mayor and City Clerk to Execute a Performance Resolution for Municipalities with the Michigan Department of Transportation as Part of the 54th Street (Clyde Park Avenue to US-131) and Meijer Entrance Drive Project
- n) To Accept a Proposal from JND Snowplowing for Sidewalk Snowplowing and to Authorize the Mayor and City Clerk to Execute the Amendment
- o) To Concur with the Acceptance of a Quote from Midwest Employers Casualty for Workers Compensation Excess Liability Coverage
- p) To Accept a Quote from Knight Watch for the Purchase and Installation of a Security Camera System at Ideal Park and to Authorize the Mayor and City Clerk to Execute the Contract
- q) To Authorize Payment to the Water Research Foundation
- r) To Accept Quotes for the Purchase of Chemicals and Polymers and to Authorize the City Manager to Approve Temporary Price Increases for the 2023-2024 Fiscal Year
- s) To Approve Change Order Number Two for the Water Treatment Plant Discharge Piping Improvement Project
- t) To Concur with the Sale of Two Quick Response Vehicles (QRV) Fire Trucks

- u) To Accept a Quote from Phoenix Safety Outfitters and Authorize the Purchase of Fire Turnout Pants and Jackets
- v) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract
 - 1. Water Meter Reading Services

17) Ordinances

- 14-22 To Amend Chapter 2, Article IV of the Code of Ordinances by Adding Division 10 to Provide for a Service Charge in Lieu of Taxes for the 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project (Final Reading)

18) Resolutions

- w) To Approve and Authorize the Mayor and City Clerk to Sign a Municipal Services Agreement for 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project

19) Informational Material

20) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

21) Closed Session (as necessary)

22) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2022

Budget Amendment No. 080

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$17,888 of budgetary authority to provide funding for library maintenance labor.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Library Maintenance & Capital Fund</u>				
Facilities - Facilities Maintenance - Salaries				
401-267-26700-706.000	49,359.04	12,000.00		61,359.04
Facilities - Facilities Maintenance - FICA				
401-267-26700-715.000	4,364.87	918.00		5,282.87
Facilities - Facilities Maintenance - Life Insurance				
401-267-26700-717.000	58.27	14.00		72.27
Facilities - Facilities Maintenance - Pension				
401-267-26700-718.000	20,398.53	4,500.00		24,898.53
Facilities - Facilities Maintenance - Workers Comp. Insurance				
401-267-26700-719.000	1,584.98	228.00		1,812.98
Facilities - Facilities Maintenance - Insurance Liability				
401-267-26700-910.00	1,035.41	228.00		1,263.41
Fund Balance/Working Capital (Fund 401)		0.00	17,888.00	

Recommended: Jodi Yenchur
Finance Director

Chris A
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: May 25, 2022

Subject: Budget Amendment, Increase to Library Salary and Associated Accounts

From: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council approve the attached budget amendment for \$17,888 related to anticipated overages in the salary and associated supporting accounts in the Facilities Maintenance Activity of the Library Fund.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The Wyoming Branch of the Kent District Library provides a wide array of resources and technology as well as community gathering spaces.

Safety – The City owns and maintains the library building to ensure a safe space for our community members.

Stewardship – Utilizing the work order management system is the most accurate method of attributing maintenance labor to the various City facilities.

DISCUSSION:

In the fall of 2020, management of City facilities was transferred into and combined with existing facility maintenance activities within the Public Works Department. As a result of this, time accounting practices for facility maintenance work were standardized to match and utilize the existing Public Works work order management system. This system uses a direct work to account process which is simpler and more accurate than what was used previously.

FY22 year is the first full year using the process. We typically need 3-5 years of data to be able to accurately project the salary allocation during the budget process. As we approach year end, the budget in certain salary accounts does not align with actual work performed. The overall combined facilities salary amount remains the same; however, the amounts within each specific individual facility account are either over or under, depending on the actual amount of time a facilities staff member worked at that facility.

Within all but one fund, the facility accounts have either enough budgetary capacity or fund flexibility to increase or decrease the salary accounts administratively to reflect actual expenses. The only account where this capacity and flexibility does not exist is the 401 Library Maintenance and Capital Fund.

BUDGET IMPACT:

Funds will be needed from multiple salary and benefit accounts as shown on the attached budget amendment.

ATTACHMENTS:

Budget Amendment 080

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2022

Budget Amendment No. 081

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$385,000 of budgetary authority to provide additional funding for the Sewer Fund due to increases in sewer claim costs, vehicle/equipment repairs, higher than anticipated increase in GVRBA contributions and increased side stream loading fees to the City of Grand Rapids.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Sewer Fund</u>				
Public Works - Transmission - Other Services				
590-441-54200-956.00	43,500.00	35,000.00		78,500.00
Public Works - Transmission - Motor Pool Rental - Equipment Rental				
590-441-54200-947.100	83,000.00	10,000.00		93,000.00
Public Works - Transmission - Motor Pool Rental - Equipment Maintenance				
590-441-54200-947.200	55,500.00	40,000.00		95,500.00
Wastewater Utility - Treatment - Sludge Disposal Side Stream Loading				
590-590-54300-921.002	220,000.00	50,000.00		270,000.00
Wastewater Utility - Treatment - Sludge Disposal				
590-590-54300-921.000	3,987,275.00	250,000.00		4,237,275.00
				-
Fund Balance/Working Capital (Fund 590)		0.00	385,000.00	

Recommended:

Jodi Yenchak
Finance Director

C. A. H.

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: June 1, 2022

Subject: Budget Amendment, Increase to Select Sewer Fund Accounts

From: Aaron Vis, Assistant Director of Public Works – Maintenance
Jon Burke, Clean Water Plant Superintendent

Date of Meeting: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council approve the attached budget amendment for \$385,000 related to anticipated overages in select Transmission and Treatment Accounts of the Sewer Fund.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Utilities Department is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens.

DISCUSSION:

There were several unforeseen expenses in the sewer fund this year that now require a budget amendment.

- Higher than budgeted sanitary sewer damage claim costs. Although recent revisions to the City Water Line Break and Sewer Backup Policy have limited City claim costs, the average cost per claim has risen from approximately \$1,600 in 2020 to \$2,700 in 2022. It is expected the City will spend approximately \$80,000 on claims this fiscal year.
- Correction of water-only utility accounts. A structured investigation by Public Works staff revealed over 120 properties that were connected to sanitary sewer but only being billed for water. The cost of this investigation requires a budget amendment but correcting the billing of these accounts will result in annual revenue of approximately \$32,000.
- Equipment repairs. Several large maintenance repairs to the hydro-excavators over the course of the past year necessitate a budget amendment in the vehicle repair account.
- Residuals handling. Increases in chemical and fuel costs, supply chain issues, inclement weather, and fewer options for the final disposition of the material all contributed to higher-than-expected expenses for land application. The City of Grand Rapids also increased the rates they charge us for sidestream loading, which increases the cost of utilizing our dewatering and landfilling option.

BUDGET IMPACT:

Funds will be needed for select Sewer Fund Transmission and Treatment Accounts as shown on the attached budget amendment.

ATTACHMENTS:

Budget Amendment 081

CITY OF WYOMING
Kent County, Michigan

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
IMPROVEMENTS TO THE WATER SYSTEM AND TO PUBLISH
NOTICE OF INTENT TO ISSUE REVENUE BONDS**

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held at the Hōm Flats at 28 West, 1401 Prairie Pkwy SW, Wyoming, Michigan, on June 6, 2022, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____:

WHEREAS, the City Council deems it to be in the best interests of the City of Wyoming (the “City”) to design, purchase, acquire, construct and install certain improvements to the City’s Water System, including without limitation, design, acquisition and construction of a new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Water Treatment Plant to, and connecting with, the existing transmission mains located near 96th Avenue and other improvements to water transmission, distribution, storage and treatment facilities, the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Water System improvements as the City shall determine (the “Improvements”), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$35,000,000 (the “Bonds”).

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Bonds in a newspaper of general circulation in the City, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the City Clerk.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the Water Fund, which is a fund for the Water System of the City, and other funds of the City.

4. At such time as the City issues the Bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is retained as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution are rescinded.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Kelli A. Vandenberg, City Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on June 6, 2022, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

June 6, 2022

Kelli A. Vandenberg, Clerk

[NOTE TO PUBLISHER – PUBLICATION MUST BE 1/4 PAGE SIZE]

EXHIBIT A

**NOTICE OF INTENT TO ISSUE
WATER SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE CITY OF WYOMING**

PLEASE TAKE NOTICE that the City of Wyoming (the “City”) intends to issue bonds, in one or more series, in an amount of not to exceed \$35,000,000 (the “Bonds”).

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City’s Water System, including without limitation, design, acquisition and construction of a new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Water Treatment Plant to, and connecting with, the existing transmission mains located near 96th Avenue and other improvements to water transmission, distribution, storage and treatment facilities, the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Water System improvements as the City shall determine and to pay the costs of issuing the Bonds, finance reserves and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than 40 years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Water System. In addition, the Bonds may be secured by the full faith and credit of the City as limited by applicable constitutional, statutory and charter limitations on the taxing power of the City.

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition requesting a referendum, signed by not less than 10% or 15,000 of the registered electors residing within the limits of the City, whichever is lesser, shall have been filed with the Clerk of the City or other recording officer of the City requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the City qualified to vote and voting on that issue at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Kelli A. Vandenberg, City Clerk
City of Wyoming, Michigan

STAFF REPORT

Date: June 1, 2022
Subjects: Resolution of Intent to Issue Bonds
From: Myron Erickson, Director of Public Works
Jodi Yenchar, Finance Director
Meeting Date: June 6, 2022

RECOMMENDATION:

Adopt the Resolution to Purchase, Acquire and Construct Improvements to the Water System and to Publish Notice of Intent to Issue Revenue Bonds.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served by an adequate and reliable public water supply.

Safety – Upgrades to water facilities help prevent malfunctions and failures of the city water supply system components and ensure the system's adequacy and reliability.

Stewardship – Providing financial options for funding water system improvements helps ensure the city is able to simultaneously (i) maintain operational fund balances, (ii) meet bond coverage requirements, (iii) comply with finance market expectations for well-run utility systems, (iv) mitigate water rate volatility, (v) have adequate funds to meet unexpected system needs, and (vi) undertake planned improvements.

BUDGET IMPACT:

The proposed resolution will have no impact on the city's budget.

DISCUSSION:

The city may or may not decide to borrow funds (by issuing revenue bonds) to pay some of the costs of planned water system improvements. This resolution does not commit the city to doing so. It provides that option.

Similarly, while it would allow for the issuance of up to \$35M in bonds, that is a maximum amount. If the city chooses to issue bonds it could do so in any amount less than that maximum.

Adoption of this resolution at this time accomplishes the following:

1. It allows the city to use bond proceeds to reimburse costs incurred related to those improvements incurred prior to issuance of the bonds. Only costs incurred after adoption of a resolution of intent can be reimbursed from bond proceeds.
2. There is a 45-day period after publication of the notice of intent referred to in the resolution during which a petition for a referendum on the issuance of the bonds could be filed. That period must expire before bonds could be issued. Publishing the notice of referendum now allows the period to expire without any chance of delaying bond issuance if and when the city should decide to proceed with it.

RESOLUTION NO. _____

RESOLUTION TO APPOINT TRACI SHAFFER AS CITY TREASURER

WHEREAS:

1. The City Charter provides that the City Manager is to recommend, and the City Council is to approve, the appointment of a City Treasurer
2. The City Manager has recommended the appointment of Traci Shaffer as the City Treasurer effective July 8, 2022.
3. Mark Shaffer, Traci Shaffer’s spouse, is employed as a permanent part time employee in the Public Works Department.
4. Neither of them will be supervisory or subordinate to the other, and neither of them serves in the same city department.
5. Under Section 5.13 of the City Charter, relatives of elective or appointive officials may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council unanimously appoints and employs Traci Shaffer as City Treasurer, finding it to be in the best interest of the city to do so even though Mark Shaffer is employed by the city.
2. The City Council further unanimously finds it in the best interest of the city to continue employing Mark Shaffer even though Traci Shaffer is being appointed and employed as the City Treasurer.
3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

City Charter Sec. 5.13

Resolution No. _____

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.



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

RESOLUTION NO. _____

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

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

called to order by Mayor Poll on June 6, 2022
DATE

at 7:00 ~~am~~ pm the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Wyoming Employees
Community Outreach (WECCO) of City of Wyoming,
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

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

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

BYLAWS
OF
WYOMING EMPLOYEES COMMUNITY OUTREACH
A MICHIGAN NONPROFIT DIRECTORSHIP CORPORATION

Effective: April 11, 2022

INDEX

	<u>Page</u>
ARTICLE I NAME AND PURPOSES	1
Section 1.1 Name	1
Section 1.2 Purposes	1
ARTICLE II BOARD OF DIRECTORS	1
Section 2.1 Management of Corporation; Powers	1
Section 2.2 Number and Term of Directors	1
Section 2.3 Removal	2
Section 2.4 Resignation	2
Section 2.5 Vacancies	2
Section 2.6 Compensation and Expenses	2
Section 2.7 Conflicts of Interest	2
ARTICLE III BOARD MEETINGS	2
Section 3.1 Regular Meetings	2
Section 3.2 Special Meetings	3
Section 3.3 Notice of Meetings	3
Section 3.4 Waiver of Notice: By Writing or Attendance	3
Section 3.5 Participation in Meeting by Remote Communication	3
Section 3.6 Quorum and Vote Required	3
Section 3.7 Place of Meetings	3
Section 3.8 Unanimous Action Without a Meeting	3
Section 3.9 Conduct of Meetings	3
Section 3.10 No Proxies or Agents	3
ARTICLE IV OFFICERS	4
Section 4.1 Officers: General Provisions	4
Section 4.2 President	4
Section 4.3 Vice President	4
Section 4.4 Secretary	4
Section 4.5 Treasurer	4
Section 4.6 Removal	4
Section 4.7 Vacancies	4
Section 4.8 Resignation	4
Section 4.9 Compensation	4
ARTICLE V COMMITTEES	4
Section 5.1 Executive Committee	4
Section 5.2 Committees: General	5
ARTICLE VI LIABILITY PROTECTION; INDEMNIFICATION	5
Section 6.1 Protection from Corporate Obligations	5
Section 6.2 Volunteer Protection from Personal Actions	5

Section 6.3	Indemnification: Service and Conduct.....	5
Section 6.4	Eligible Expenses.....	6
Section 6.5	Procedure for Determination.....	7
Section 6.6	Other Rules	7
ARTICLE VII GENERAL		8
Section 7.1	Authority to Execute Documents.....	8
Section 7.2	Fiscal Year	8
Section 7.3	Amendments	8
Section 7.4	Notice Requirements.....	8
Section 7.5	Dissolution	9

BYLAWS
OF
WYOMING EMPLOYEES COMMUNITY OUTREACH

ARTICLE I

NAME AND PURPOSES

Section 1.1 Name. The name of this corporation is Wyoming Employees Community Outreach.

Section 1.2 Purposes. The corporation is a Michigan nonprofit corporation that will apply to be exempt from federal income tax as a charitable organization under section 501(c)(3) of the Internal Revenue Code.

The corporation's purposes are specifically to provide assistance and resources to and for the benefit of children living in and/or attending school in Wyoming, Michigan.

The corporation may exercise any power permitted under the Michigan Nonprofit Corporation Act (the "Act") for those purposes, but only to the extent permitted by a corporation (a) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code.

The corporation has not been formed for pecuniary profit or gain. None of the corporation's assets, income or profit may inure to the benefit of officers, directors or any other person to whom inurement is prohibited by law.

The corporation may not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any public office candidate. The corporation may not have any substantial part of its activities be the influencing of legislation, including carrying on of propaganda.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1 Management of Corporation; Powers. A board of directors will manage the corporation's business. Subject to the Articles and these Bylaws, the board has all powers available under the Act.

Section 2.2 Number and Term of Directors. The board of directors consists of at least three (3) and not more than nine (9) directors. After the incorporator determines the first board's size and selects the first board of directors, the board may fix the number of directors and will elect directors. Each director serves a 3-year term and until a successor is elected and qualified. No term limits apply.

Section 2.3 Removal. A majority of the directors in office may remove a director for cause.

Section 2.4 Resignation. A director may resign at any time by giving written notice of resignation to the Secretary. The resignation is effective upon its receipt by the Secretary or at a later date specified in the notice. Acceptance by the board is not necessary to make the resignation effective.

Section 2.5 Vacancies. A majority of the directors in office may fill any vacancy on the board.

Section 2.6 Compensation and Expenses. Directors serve without compensation. The corporation may reimburse directors for reasonable expenses of attending board and committee meetings. Nothing in this section prohibits a director from being compensated for serving the corporation in a non-director capacity.

Section 2.7 Conflicts of Interest.

(a) Interested Transactions. Transactions between the corporation and any of the following are unenforceable unless the procedures in (b) are followed:

- i) a director or officer;
- ii) an entity in which any of this corporation's directors or officers holds a position that imposes a duty of loyalty or due care to that entity.

(b) Procedures to Approve Interested Transactions. Transactions described above may be enforceable only if all the following are met:

- i) the transaction is fair to the corporation and reasonable when approved; and
- ii) the board knows the material facts about the director's or officer's interest; and
- iii) the board approves the transaction without counting toward approval the vote of any interested director (but interested directors count for quorum purposes).

ARTICLE III

BOARD MEETINGS

Section 3.1 Regular Meetings. The board may adopt a schedule of board meetings ("regular meetings") and must hold at least one meeting annually to elect directors.

Section 3.2 Special Meetings. The President or any 2 directors may instruct the Secretary at any time to schedule a special director meeting, defined as any meeting other than a regular meeting.

Section 3.3 Notice of Meetings. The Secretary will give to each director a) notice containing a schedule of regular meetings at least 10 days before the first meeting on that schedule, and b) notice of any special meeting at least 10 days before but not more than 60 days before that meeting. Notice of a special meeting must state the business to be considered and only that business may be transacted at that meeting. Notices may be given only the methods and other rules described in Article VII.

Section 3.4 Waiver of Notice: By Writing or Attendance. A director may waive a meeting notice in writing before or after the meeting. A director's attendance at a meeting waives that director's objections to that meeting's notice unless that director objects to the transaction of any business for the reason that the meeting is not lawfully called or convened.

Section 3.5 Participation in Meeting by Remote Communication. Any director may participate in a meeting by means of conference telephone or other means of remote communication by which all persons participating in the meeting can communicate with each other. Participation in a meeting under this section constitutes presence in person at the meeting.

Section 3.6 Quorum and Vote Required. Not less than a majority of all of the directors is a quorum for the transaction of business at any meeting. Board action requires the affirmative vote of a majority of directors present at a meeting having a quorum, unless law or these bylaws requires a larger vote.

Section 3.7 Place of Meetings. Meetings may be held in or outside of Michigan.

Section 3.8 Unanimous Action Without a Meeting. Unless prohibited by the articles, any action required or permitted to be taken at a board meeting may be taken without a meeting if all directors consent in writing before or after the action. The Secretary must file the consents with the minutes of the board meeting. The consents have the same effect as votes of the directors. A vote may be taken by ballot without a meeting.

Section 3.9 Conduct of Meetings. The President will preside at all board meetings. If the President cannot attend, the directors present may choose a meeting chair. The chair may decide all matters of procedure unless a majority of directors present determine otherwise.

Section 3.10 No Proxies or Agents. A director may not submit a proxy allowing another person to cast that director's vote at a meeting. A director may not designate any agent or other person to attend a board meeting in that director's absence.

ARTICLE IV

OFFICERS

Section 4.1 **Officers: General Provisions.** The board must elect a President, Secretary, Treasurer and may elect one or more Vice Presidents or other officers. Officers must be directors. Each officer serves a 1 year term and until that officer's successor is elected and qualified. Two or more offices may be held by the same person, but an officer may not execute, acknowledge or verify an instrument in more than one capacity if by law 2 or more officers must execute, acknowledge or verify the instrument. No term limits apply. Officers have the duties specified in these bylaws and other duties the board specifies.

Section 4.2 **President.** The President is the corporation's chief executive officer, presides over all board meetings, and performs other duties customarily exercised by a chief executive officer, including the right to hire and fire any employee.

Section 4.3 **Vice President.** The Vice President performs the President's duties during the President's absence or disability.

Section 4.4 **Secretary.** The Secretary gives notice of each board meeting and other meetings as the President directs, records meeting minutes, and keeps custody of corporation records.

Section 4.5 **Treasurer.** The Treasurer keeps financial records, uses financial institutions as the board designates, and reports on receipts, expenditures and the corporation's financial status to the board.

Section 4.6 **Removal.** A majority of the directors in office may remove any officer at any time with or without cause. The removal of an officer does not prejudice that officer's contract rights, if any.

Section 4.7 **Vacancies.** The board may fill any officer vacancy.

Section 4.8 **Resignation.** Any officer may resign by giving a written resignation to a majority of the directors. The resignation is effective upon its receipt by the Secretary or President, as applicable, or at a later time specified in the notice. Resignation is effective without board acceptance.

Section 4.9 **Compensation.** The board may compensate any officer and authorize reimbursement of reasonable and necessary expenditures incurred by any officer on the corporation's behalf.

ARTICLE V

COMMITTEES

Section 5.1 **Executive Committee.** The board may create an Executive Committee consisting of the President, Vice President, Treasurer, Secretary and any other

members appointed by the board. The Executive Committee may exercise all powers of the board between board meetings where it is not feasible to wait until the next board meeting, except that the Executive Committee may not:

- (a) amend the Articles of Incorporation,
- (b) adopt an agreement of merger or conversion;
- (c) sell, lease or exchange all or substantially all of the corporation's assets,
- (d) dissolve the corporation or revoke a dissolution,
- (e) amend the Bylaws,
- (f) fill vacancies in the board, or
- (g) fix compensation of directors for serving on the board or a committee.

The Executive Committee will promptly report to the board on any actions it takes between board meetings.

Section 5.2 Committees: General. The board may create other committees from time to time. All committee chairs must be directors. With or without cause, the board may at any time disband any committee, including the Executive Committee, or remove any committee member.

ARTICLE VI

LIABILITY PROTECTION; INDEMNIFICATION

Section 6.1 Protection from Corporate Obligations. No director, officer, employee or agent is personally liable for obligations of the corporation, except as applicable law requires otherwise.

Section 6.2 Volunteer Protection from Personal Actions. To the extent the articles describe, volunteer directors, volunteer officers, and other volunteers are protected against personal liability for actions taken on the corporation's behalf.

Section 6.3 Indemnification: Service and Conduct. The corporation has the power to indemnify a person who meets the following service and conduct requirements:

- (a) Service. The person is a party to a proceeding by reason of that person's service as either:
 - i) one of this corporation's directors, officers, employees, volunteers or agents, or

ii) if at the request of this corporation, as one of another profit or non-profit enterprise's directors, officers, partners, trustees, employees or agents.

(b) Conduct. The corporation determines that:

i) the person acted;

a. in good faith; and

b. in a manner that the person reasonable believed to be in, or not opposed to, either the corporation's or its directors' best interests;

and,

ii) if the proceeding is criminal, that the person had no reasonable cause to believe that the conduct was unlawful; and

iii) per Section 564A(5) of the Act, a director may be indemnified without a determination that the director has met the above standards of conduct, except the corporation shall not indemnify a director for:

a. The amount of a financial benefit received by a director to which he or she is not entitled;

b. Intentionally inflicted harm on the corporation or its members;

c. A violation of Section 551(1) of the Michigan Nonprofit Corporation Act, relating to distributions, share purchases and loans to certain persons;

d. An intentionally committed criminal act; or

e. A liability imposed under Section 497(A) of the Michigan Nonprofit Corporation Act, relating to a proceeding that was commenced or maintained in bad faith or without reasonable cause.

Section 6.4 Eligible Expenses. The corporation may indemnify for any, some or all of only the following amounts to the extent actually and reasonably incurred in connection with the proceeding:

(a) Derivative Actions. If the proceeding was on the corporation's behalf, expenses (including attorney fees) and amounts paid in settlement; but if the court finds that the person is liable to the corporation, indemnification may be made only to the extent the court determines that, in view of the circumstances and despite the person's liability, the person is fairly and reasonably entitled to indemnification.

(b) Non-derivative Actions. If the proceeding was not by the corporation or on its behalf, for expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement.

Section 6.5 Procedure for Determination. Unless a court orders otherwise, the corporation must make a specific indemnification determination for each proceeding in one of the following ways:

(a) By majority vote of a board quorum consisting of directors who were not parties, or threatened to be made parties, to the proceeding.

(b) If that quorum is not obtainable, then by a majority vote of a committee consisting of at least 2 directors, each of whom i) is disinterested and ii) was not a party, or threatened to be made a party, to the proceeding.

(c) By a written opinion from independent legal counsel to the corporation.

Section 6.6 Other Rules.

(a) No Limit on Proceedings. Indemnification applies regardless of whether the proceeding is i) formal or informal, ii) threatened, pending or completed, or iii) civil, criminal, administrative or investigative.

(b) Termination Creates No Presumption. A proceeding's termination creates no presumption that the person did not meet the standard of conduct described above, regardless of whether the termination was by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent.

(c) Mandatory Indemnification. To the extent that a person is successful in a proceeding's defense, the corporation must indemnify that person against the reasonable expenses described above and for attorney fees incurred to enforce this mandatory indemnification. The corporation may, but shall not be required to, advance expenses for mandatory indemnification prior to the final resolution of the proceeding, claim or issue subject to a claim for indemnification. This mandatory indemnification applies equally to a proceeding to enforce this mandatory indemnification and applies whether or not:

- i) the defense is on the merits; and
- ii) the defense is successful against the entire proceeding or against only one or more claims, issues or matters in the proceeding.

(d) Expense Advances. The corporation may loan funds to the person before the proceeding is over if i) the person promises to repay those funds if the person is not entitled to indemnification and ii) the person's promise is a general unlimited obligation but need not be secured. The promise may be made by someone other than the person being indemnified.

(e) Continuation of Rights. The indemnification rights described above continue to apply regardless of the corporation's merger into or conversion with another entity.

(f) Rights Not Exclusive. This indemnification does not exclude any indemnification rights the person may also have under the Articles, Bylaws, contract or applicable law, except that the person may not be indemnified for more than the amount that person actually incurs.

(g) Insurance. The corporation may purchase and maintain insurance covering i) the corporation's liability for indemnification, and ii) any liability of a person for serving in a capacity described above regardless of whether the corporation would have the power to indemnify that person.

ARTICLE VII

GENERAL

Section 7.1 Authority to Execute Documents. The board may authorize any number of officers or other persons to execute any document on the corporation's behalf. That authority may be general or limited to specific transactions. The board may also ratify any execution. If the board authorizes a document's execution without specifying the executing persons, then the President may execute the document.

Section 7.2 Fiscal Year. The board will designate the corporation's fiscal year.

Section 7.3 Amendments. These Bylaws may be amended only by a 2/3 vote of all directors after the Secretary gives to all directors at least 10 days written notice that a meeting will be held to vote on the proposed amendment. The notice must contain the proposed amendment's specific language.

Section 7.4 Notice Requirements.

(a) Permitted Methods. Notice may be given only in one or more of the following methods:

- i) hand delivery
- ii) U.S. first class, registered or certified mail
- iii) electronic transmission (email or fax) if the recipient consents as described below.

(b) Addresses and Expense. Unless otherwise provided by law, any notice or other communication required or permitted under these bylaws must:

- i) be in writing,

- ii) have its delivery expenses prepaid by the sender,
- iii) for notices given by the Secretary on the corporation's behalf, addressed to the address most recently received by the Secretary from the recipient,
- iv) for notices given to the corporation, be addressed to the Secretary's attention unless otherwise provided in these bylaws. If the sender holds the office of Secretary, that sender must give the notice to the President. If that sender also holds the office of the President, that sender must give the notice to each director, and
- v) for notices of meetings, describe the means of remote communication by which the recipient may participate.

(c) Option for Electronic Methods. By written notice containing the recipient's electronic mail or facsimile address, a recipient may authorize the sender to give notices and other communications to that recipient by electronic mail or facsimile.

(d) Effective Date of Notice. Notice given on the corporation's behalf i) that is mailed by first-class, registered or certified mail is deemed given when deposited in the U.S. Postal Service, postage prepaid, and ii) that is sent by electronic transmission is deemed given when electronically transmitted to the person entitled to the notice in a manner that person authorized, and iii) that is hand delivered is deemed given when handed to the recipient by the sender or left at the recipient's address in either a mailbox or with a person the sender reasonable believes will deliver the notice to the recipient.

Section 7.5 Dissolution.

(a) Methods. The corporation may be dissolved in any of the following ways:

i) by a majority vote of directors at a meeting or without a meeting by written consent of all directors then in office. Notice of any meeting must be given to each director at least 10 days before the meeting and must state that the meeting's purpose is to vote on dissolution, and include the plan (or a summary) of distribution of assets.

ii) automatically for failure to file annual reports as required by law.

iii) per any termination date set forth in the corporation's Articles of Incorporation.

(b) Procedure. If the dissolution is approved under i) above, the corporation must stop conducting its affairs except as may be necessary for the corporation's winding up. The board must promptly obtain dissolution approval from the

Michigan Attorney General's Office, as required by law, and then file a certificate of dissolution as required by the Act.

(c) Distribution of Assets. Upon dissolution, and after providing for payment of all liabilities and otherwise complying with applicable law, the corporation must distribute all of its remaining assets only to organizations that are tax-exempt under 501(c)(3) of the Internal Revenue Code. Such recipient organization(s) shall be chosen by majority vote of the board.

EFFECTIVE DATE

The undersigned certifies on 4-11-2022 that the Incorporator adopted these Bylaws effective 4-11-2022.



Traci Shaffer, Incorporator

WYOMING EMPLOYEES COMMUNITY OUTREACH

ACTIONS BY UNANIMOUS CONSENT

OF THE BOARD OF DIRECTORS

The undersigned, being all of the Directors of Wyoming Employees Community Outreach, a Michigan non-profit corporation (the "Corporation"), consent to the following actions pursuant to Section 525 of the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended:

RESOLVED that each of the following persons shall be Directors of the Corporation and shall hold the office set forth opposite that person's name until that person's successor is elected and qualifies, or until that person's resignation or removal:

<u>Name</u>	<u>Office</u>
<u>Kimberly Oostindie</u>	<u>President</u>
<u>Jaime Fleming</u>	<u>Vice President</u>
<u>Traci Shaffer</u>	<u>Treasurer</u>
<u>Nicole Crandell</u>	<u>Secretary</u>

FURTHER RESOLVED that the attached Articles of Incorporation, Bylaws, and Conflict of Interest Policy are adopted by the corporation.

FURTHER RESOLVED that in all other respects, the Actions of the Officers of the Corporation and the prior Board of Directors is hereby ratified and affirmed.

Dated: 4-11-2022

Kimberly Oostindie
Kimberly Oostindie

Nicole Crandell
Nicole Crandell

Jaime Fleming
Jaime Fleming

Michele Tabor
Michele Tabor

Traci Shaffer
Traci Shaffer

Jennifer Eby
Jennifer Eby

DIRECTORS

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU																				
Date Received	(FOR BUREAU USE ONLY)																			
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.																			
<table border="1" style="width: 100%;"> <tr> <td colspan="3">Name</td> </tr> <tr> <td colspan="3">Wendy P. Holtvluger; HOLTVLUWER LAW</td> </tr> <tr> <td colspan="3">Address</td> </tr> <tr> <td colspan="3">230 Fulton Street East, Suite C</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> <tr> <td>Grand Rapids</td> <td>MI</td> <td>49503</td> </tr> </table>			Name			Wendy P. Holtvluger; HOLTVLUWER LAW			Address			230 Fulton Street East, Suite C			City	State	Zip Code	Grand Rapids	MI	49503
Name																				
Wendy P. Holtvluger; HOLTVLUWER LAW																				
Address																				
230 Fulton Street East, Suite C																				
City	State	Zip Code																		
Grand Rapids	MI	49503																		
		EFFECTIVE DATE:																		

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

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

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

NAME OF CORPORATION

The name of this corporation is Wyoming Employees Community Outreach.

ARTICLE II

CORPORATE PURPOSES

The corporation is formed to receive and administer funds for charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, and more specifically, to provides funds and resources to and for the benefit of children living in and/or attending school in Wyoming, Michigan. The corporation may engage in any activity in connection with the above-stated purposes for which a nonprofit corporation may be organized under the Michigan Nonprofit Corporation Act of 1982, as amended. However, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code.

ARTICLE III

CORPORATE RESTRICTIONS

The corporation has not been formed for pecuniary profit or gain. No part of the assets, income or profit of the corporation will inure to the benefit of officers or directors. However, the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE IV

ORGANIZATION AND FINANCING

The corporation shall be organized on a nonstock directorship basis.

The corporation currently owns no real property. The corporation currently owns no personal property.

The corporation shall be funded by contributions, donations, grants and bequests from individuals and organizations, public and private.

ARTICLE V

REGISTERED OFFICE AND

RESIDENT AGENT

The street address of the initial registered office of the corporation is 1155 – 28th Street, S.W., Wyoming, Michigan 49509. The name of the initial resident agent of the corporation is Traci Shaffer.

ARTICLE VI

INCORPORATOR

The name of the incorporator of the corporation is Traci Shaffer. The incorporator's address is 1155 – 28th Street, S.W., Wyoming, Michigan 49509.

ARTICLE VII

TERM OF CORPORATION

The term of the corporation is perpetual.

ARTICLE VIII

BOARD OF TRUSTEES

The corporation may have a "board of trustees", which under the Michigan Nonprofit Corporation Act, being Act 162, Public Acts of 1982, as amended shall be construed to be synonymous with a "board of directors" under the Act, also the term trustee(s) shall be construed to be synonymous with a director(s) under the Act.

ARTICLE IX

LIMITED LIABILITY FOR DIRECTORS AND OTHER PERSONNEL

A director or volunteer officer of the corporation shall not be personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a director or officer, except for liability for any of the following:

- (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
- (b) Intentional infliction of harm on the corporation or its members;
- (c) A violation of Section 551 of the Michigan Nonprofit Corporation Act, relating to distributions, share purchases and loans to certain persons;
- (d) An intentional criminal act; or
- (e) A liability imposed under Section 497(A) of the Michigan Nonprofit Corporation Act, relating to a proceeding that was commenced or maintained in bad faith or without reasonable cause.

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer, so long as:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) The volunteer was acting in good faith;

(c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;

(d) The volunteer's conduct was not an intentional tort; and

(e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed under Section 3135 of the Insurance Code of 1956, 1956 PA 218, MCL 500.3135.

For purposes of this Article IX, "volunteer director" means a director who does not receive anything of more than nominal value from the corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable and necessary expenses incurred by a director in his or her capacity as a director.

For purposes of this Article IX, a "volunteer officer" and "other volunteer" means an individual, other than a volunteer director, performing services for the corporation who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred.

Any repeal, modification or adoption of any provisions in these Articles of Incorporation inconsistent with this Article IX shall not adversely affect any right or protection of a volunteer director, volunteer officer or other volunteer of the corporation existing at the time of such repeal, modification or adoption.

ARTICLE X

DISSOLUTION

Upon dissolution of the corporation, the directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, distribute all the assets of the corporation to organizations chosen by the directors which are tax exempt under Section 501(c)(3) of the Internal Revenue Code. Recipient Section 501(c)(3) organizations shall be chosen by majority vote of the board of directors.

ARTICLE XI

AMENDMENTS

Amendments to these Articles of Incorporation may be made by a majority vote of the board of directors.

ARTICLE XII

**REFERENCE TO INTERNAL
REVENUE CODE**

Any reference in these Articles to a provision of the Internal Revenue Code shall refer to that provision in the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law.

The undersigned incorporator has signed these Articles of Incorporation on

Dated: 4-11-2022



Traci Shaffer, Incorporator



Form Revision Date 07/201

ARTICLES OF INCORPORATION
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

WYOMING EMPLOYEES COMMUNITY OUTREACH

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The corporation is formed to receive and administer funds for charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, and more specifically, to provides funds and resources to and for the benefit of children living in and/or attending school in Wyoming, Michigan. The corporation may engage in any activity in connection with the above-stated purposes for which a nonprofit corporation may be organized under the Michigan Nonprofit Corporation Act of 1982, as amended. However, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code.

ARTICLE III

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

The corporation shall be funded by contributions, donations, grants and bequests from individuals and organizations, public and private.

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- Agent Name: TRACI SHAFFER
- Street Address: 1155 28TH STREET, S.W.
Apt/Suite/Other:
City: WYOMING
State: MI Zip Code: 49509

- Registered Office Mailing Address:
P.O. Box or Street Address: 1155 28TH STREET, S.W.

City: WYOMING
State: MI

Zip Code: 49509

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
TRACI SHAFFER	1155 28TH STREET, S.W., WYOMING, MI 49509 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI - CORPORATE RESTRICTIONS

THE CORPORATION HAS NOT BEEN FORMED FOR PECUNIARY PROFIT OR GAIN. NO PART OF THE ASSETS, INCOME OR PROFIT OF THE CORPORATION WILL INURE TO THE BENEFIT OF OFFICERS OR DIRECTORS. HOWEVER, THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II.

NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION. THE CORPORATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF ANY CANDIDATE FOR PUBLIC OFFICE.

ARTICLE VII - BOARD OF TRUSTEES

THE CORPORATION MAY HAVE A "BOARD OF TRUSTEES", WHICH UNDER THE MICHIGAN NONPROFIT CORPORATION ACT, BEING ACT 162, PUBLIC ACTS OF 1982, AS AMENDED SHALL BE CONSTRUED TO BE SYNONYMOUS WITH A "BOARD OF DIRECTORS" UNDER THE ACT, ALSO THE TERM TRUSTEE(S) SHALL BE CONSTRUED TO BE SYNONYMOUS WITH A DIRECTOR(S) UNDER THE ACT.

ARTICLE VIII - LIMITED LIABILITY FOR DIRECTORS AND OTHER PERSONNEL

A DIRECTOR OR VOLUNTEER OFFICER OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONEY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A DIRECTOR OR OFFICER, EXCEPT FOR LIABILITY FOR ANY OF THE FOLLOWING:

- (A) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED;
- (B) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION OR ITS MEMBERS;
- (C) A VIOLATION OF SECTION 551 OF THE MICHIGAN NONPROFIT CORPORATION ACT, RELATING TO DISTRIBUTIONS, SHARE PURCHASES AND LOANS TO CERTAIN PERSONS;
- (D) AN INTENTIONAL CRIMINAL ACT; OR
- (E) A LIABILITY IMPOSED UNDER SECTION 497(A) OF THE MICHIGAN NONPROFIT CORPORATION ACT, RELATING TO A PROCEEDING THAT WAS COMMENCED OR MAINTAINED IN BAD FAITH OR WITHOUT REASONABLE CAUSE.

THE CORPORATION ASSUMES THE LIABILITY FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, OR OTHER VOLUNTEER, SO LONG AS:

- (A) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY;
- (B) THE VOLUNTEER WAS ACTING IN GOOD FAITH;
- (C) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT;
- (D) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND
- (E) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.3135.

FOR PURPOSES OF THIS ARTICLE VIII, "VOLUNTEER DIRECTOR" MEANS A DIRECTOR WHO DOES NOT RECEIVE ANYTHING OF MORE THAN NOMINAL VALUE FROM THE CORPORATION FOR SERVING AS A DIRECTOR OTHER THAN REASONABLE PER DIEM COMPENSATION AND REIMBURSEMENT FOR ACTUAL, REASONABLE AND NECESSARY EXPENSES INCURRED BY A DIRECTOR IN HIS OR HER CAPACITY AS A DIRECTOR.

FOR PURPOSES OF THIS ARTICLE VIII, A "VOLUNTEER OFFICER" AND "OTHER VOLUNTEER" MEANS AN INDIVIDUAL, OTHER THAN A VOLUNTEER DIRECTOR, PERFORMING SERVICES FOR THE CORPORATION WHO DOES NOT RECEIVE COMPENSATION OR ANY OTHER TYPE OF CONSIDERATION FOR THE SERVICES OTHER THAN REIMBURSEMENT FOR EXPENSES ACTUALLY INCURRED.

ANY REPEAL, MODIFICATION OR ADOPTION OF ANY PROVISIONS IN THESE ARTICLES OF INCORPORATION INCONSISTENT WITH THIS ARTICLE VIII SHALL NOT ADVERSELY AFFECT ANY RIGHT OR PROTECTION OF A VOLUNTEER DIRECTOR, VOLUNTEER OFFICER OR OTHER VOLUNTEER OF THE CORPORATION EXISTING AT THE TIME OF SUCH REPEAL, MODIFICATION OR ADOPTION.

ARTICLE IX - DISSOLUTION

THE LIABILITIES OF THE CORPORATION, DISTRIBUTE ALL THE ASSETS OF THE CORPORATION TO ORGANIZATIONS CHOSEN BY THE DIRECTORS WHICH ARE TAX EXEMPT UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE. RECIPIENT SECTION 501(C)(3) ORGANIZATIONS SHALL BE CHOSEN BY MAJORITY VOTE OF THE BOARD OF DIRECTORS.

ARTICLE X - AMENDMENTS

AMENDMENTS TO THESE ARTICLES OF INCORPORATION MAY BE MADE BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS.

ARTICLE XI - REFERENCE TO INTERNAL REVENUE CODE

ANY REFERENCE IN THESE ARTICLES TO A PROVISION OF THE INTERNAL REVENUE CODE SHALL REFER TO THAT PROVISION IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE CORRESPONDING PROVISION OF ANY FUTURE UNITED STATES INTERNAL REVENUE LAW.

Signed this 11th Day of April, 2022 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Traci Shaffer	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

WYOMING EMPLOYEES COMMUNITY OUTREACH

ID Number: 802840486

received by electronic transmission on April 11, 2022 ***, is hereby endorsed.***

Filed on April 19, 2022 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of April, 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

REGISTRATION #:
57914



DANA NESSEL
ATTORNEY GENERAL

EXPIRATION DATE:
7/31/2023

Holtvluwer Law, PC
230 East Fulton Street, Suite C
Grand Rapids, MI 49503

This is your current
CHARITABLE SOLICITATION REGISTRATION
Wyoming Employees Community Outreach

- **The renewal form for this registration is due 30 days prior to above expiration date.** The Renewal Solicitation Form is available on the Attorney General Charitable Trust's website www.mi.gov/charity.
- **Extension** of the registration may be requested if required information will not be available prior to the renewal due date. A written request must be received on or before the above expiration date. If granted, a new expiration date will appear on our searchable database at www.mi.gov/charity. Notification will **not** be sent.
- **Throughout the year**, notify us within 30 days of changes in the following:
 - Address, or your name and any other names used
 - Board of directors or resident agent
 - Any information that appears on your organization report on our searchable database at www.mi.gov/charitysearch.
 - Ceasing operations or merging with another organization
- Submit any **contracts** you enter into with professional fundraisers within 10 days of execution. Charities must verify the licensure of their professional fundraisers. Licensure can be verified at www.mi.gov/charitysearch.
- **The Attorney General Registration number listed above must be referenced on all documents.**

Charitable Trust Section
P.O. Box 30214
Lansing, MI 48909

Phone: 517-335-7571
Fax: 517-241-7074
Email: ct_email@mi.gov
Website: www.mi.gov/charity

ATTENTION

Wyoming Employees Community Outreach

REGISTRATION# 57914

The Michigan Attorney General's Charitable Trust Section has introduced a new online searchable database. The database provides information regarding organizations that have applied for or hold a current Charitable Solicitation Registration, Professional Fundraiser License, or Public Safety Registration. The public will be able to search and view a variety of fields, including name, purpose, file number, EIN, and location. Once an organization is located, extensive information is available from our database.

We want to provide organizations an opportunity to review the purpose statement on file with this office. Below is the most current summary of your purpose or mission statement:

Providing assistance to and for the benefit of children living in Wyoming, Michigan.

If the above statement is still accurate, you don't need to do anything! If your purpose statement needs to be updated, please summarize your current purpose statement in the space below in **50 words or less**. Please make a copy for your records and return the corrected information to:

Charitable Trust Section
P.O. Box 30214
Lansing, MI 48909
Fax: 517-241-7074

Alternatively, you may email the updated summary to **ct_email@michigan.gov**. Include in the body of your email the name of your organization and the registration number.

Updated Purpose Statement: _____

Please review your organization's information and advise us immediately of any errors. To preview the information, go to: **www.mi.gov/charitysearch**. Please call the Charitable Trust Section if you have any questions at 517-335-7571.

WYOMING EMPLOYEES COMMUNITY OUTREACH

CONFLICT OF INTEREST POLICY

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest, in or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III
Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all

material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict or interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose and actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to the member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who received compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Periodic Reviews

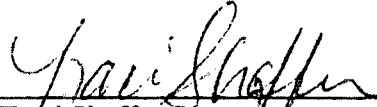
To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VI, The Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Dated: 4-11-2022



Traci Shaffer, Incorporator

INITIAL SOLICITATION FORM

Charitable Organizations and Solicitations Act (COSA)

This form is primarily used to register organizations for the first time under the Charitable Organizations and Solicitations Act (COSA) MCL 400.271 et seq. However, Michigan-based organizations, and those also selecting "Yes" under item 8, will also be registered under the Supervision of Trustees for Charitable Purposes Act (STCPA), MCL 14.251 et seq.

Who should file this form?

- Charitable Organizations filing for the first time to solicit in Michigan.

Who should not file this form?

- Charitable organization renewing their solicitation registration. Instead, use Form CTS-02, Renewal Solicitation Form.
- Organizations whose prior solicitation registration has expired. Instead, use Form CTS-02. Also provide copies of any changes to your organizing documents, bylaws, IRS status, or charitable purposes since your previous submission.
- Organizations exempt from solicitation registration. See Form CTS-03, Request for Exemption.

INSTRUCTIONS

GENERAL INFORMATION

Exemptions – Both COSA and STCPA contain certain exemptions from their respective registration requirements. To see if you qualify for exemption from one or both acts, refer to the Request for Exemption form.

Expiration– Your solicitation registration will expire 7 months after the close of your fiscal year (financial accounting period). Your renewal form is due 30 days before the expiration of your registration.

Use of file number – The organization will be assigned a file number that must be used on all correspondence and forms sent to this office. Your file number will be printed on the registration.

Fees – There is currently no fee to register to solicit in Michigan.

Filing the Initial form – You may submit your registration by email, efile, fax, or by mail. **For faster processing, use email or efile.**

Email - The Form and all required documents should be attached in PDF form. Send it to: ct_email@michigan.gov. Put the legal name and AG file number, if known, in the subject line.

Efile – On the Attorney General's website, <http://www.mi.gov/charity>, scroll down to the link for Efiling.

Mail - Send the solicitation form to:

Department of Attorney General
Charitable Trust Section
PO Box 30214
Lansing, MI 48909

Telephone: (517)335-7571
Fax: (517) 241-7074

Verify that we have received your filing

Search for the organization at www.mi.gov/CharitySearch. The search results will state, "Application/registration pending."

SPECIFIC INSTRUCTIONS

To avoid delays and unnecessary correspondence, answer all questions completely.

Name – Enter the organization's exact legal name on the form. This will be the same name as is currently on the articles of incorporation or other organizing document. If you use any names other than the legal name, enter each name on the solicitation form in the space *All other names under which you intend to solicit*.

Item 4. Summarize in 50 words or less the organization's charitable purposes. This summary will appear on our searchable website. Do not simply quote or refer to the articles of incorporation or standard IRS 501(c)(3) language.

Item 5. A Michigan resident agent must be named for the acceptance of process issued by any court. The form will not be processed without this information. You must provide a street address, not a P.O. box. The organization cannot name itself, the Michigan Attorney General, or the Michigan Secretary of State as its resident agent. You may designate a private individual residing in Michigan. If you need information on companies that will act as resident agent for a fee, you may

wish to do your own internet research. Our office does not provide lists of such companies.

Item 10. Most charitable organizations formed in Michigan are required to register as a charitable trust under the STCPA. If the organization was not incorporated or organized in Michigan, STCPA registration will usually only be required if it holds assets or is physically present in Michigan. Assets include cash, bank or investment accounts, land, building, equipment, etc.

See our Request for Exemption form for exemptions from registration as a charitable trust.

There is an annual financial report requirement with the STCPA registration. However, if you are also registered to solicit contributions under COSA, your annual renewal registration will serve as the STCPA annual financial report.

Item 11. Select YES and provide the information requested on the form if you are a parent organization that directly supervises and controls a local, county, or area division or chapter that is also a separate legal entity.

Parent organizations not incorporated in Michigan must obtain a certificate of authority to transact business or conduct affairs in Michigan from the Michigan Department of Licensing and Regulatory Affairs, Corporation Division.

When submitting the Initial Solicitation Form, you MUST also provide:

- appropriate documentation to show that you directly supervise and control the chapter;
- names and addresses of each chapter to be included in your registration; and
- separate financial statements for each chapter;
- a copy of your organization's IRS group return (if applicable).

Item 12. The engagement and compensation of all professional fundraisers and fundraising consultants providing services on Michigan campaigns must be reported in the PFR List.

A professional fundraiser (PFR) is anyone who "plans, conducts, manages, or carries on a drive or campaign of soliciting contributions for or on behalf of a charitable organization." Fundraising consultants that only have consulting contracts do not have to be licensed as professional fundraisers. You do not have to report consulting contracts. Employees of a charitable organization are PFRs if they are paid wholly or in part by commissions – including bonuses – based on funds raised.

If you are unsure if the services provided by a person or firm you contracted with are such that a PFR license is required, provide a copy of the contract with this form and request to have the contract reviewed. You will be notified if you must complete the PFR List and if the contractor should be licensed as a PFR.

Verification of license of PFR - Michigan law requires that you verify that any PFR with which you contract for fundraising in Michigan is currently licensed with this office.

PFR Contract - You are required to provide copies of contracts with PFRs within 10 days of signing a new contract or extending an existing contract.

Campaign Financial Statement - Campaign Financial Statements, Form CTS-10, are required for all campaigns conducted by a PFR with which you have contracted, except those who are solely consultants. The Campaign Financial Statement will be filed by the PFR, but you will be required to provide additional campaign expense information and sign the form. Campaign financial statements are due within 90 days of the conclusion of any campaign. If the campaign lasts more than a year, a Campaign Financial Statement must be filed annually.

PFR List

Sum of all payments to / retained by PFR during the year reported – Include all fees, reimbursements, or other payments to the PFR that were related to the campaign or activity conducted by the PFR for the organization. Any monies that were retained by the professional fundraiser before remitting the proceeds of a campaign or activity to the charity must also be included here. If the PFR listed was engaged after the close of the fiscal year reported with the form, enter "N/A" in this column.

Consultants - To qualify as a fundraising consultant, all of the following conditions must be met:

- the PFR is usually retained by a charitable or religious organization for a fixed fee or rate that is not computed on the basis of funds raised or to be raised;
- the PFR does not solicit funds, assets or property, but only plans, advises, consults, or prepares materials for a solicitation or fundraising event in Michigan;
- the PFR does not receive or control funds, assets, or property solicited in Michigan; and
- the PFR does not employ, procure, or engage any compensated person to solicit, receive, or control funds, assets, or property.

Item 13. An organization registering to solicit must provide a financial statement for its most recently completed fiscal year. If an organization files Form 990, 990-EZ, or 990-PF with the IRS, a copy must be provided with the form. We do not accept Form 990-N. Organizations that do not complete a Form 990, 990-EZ, or 990-PF should complete items 14 and 15 on the form.

The IRS return must be prepared in accordance with IRS instructions. If you do not follow the instructions, we may question the return even if the IRS does not. All applicable schedules and attachments required by the IRS form or instructions must be submitted. However, if you file Form 990 or 990-EZ, do not provide a copy of Schedule B, Schedule of Contributors.

Organizations in first accounting period. If your organization was formed within the past year and is in its first financial accounting period, or the period was recently completed and financial information is not yet available, check the box beside "In first financial accounting period" on page 6, item 13. Use the following worksheet to help determine if you should provide financial information with the registration form.

Worksheet	
1. Date organization was created:	<u>1/1</u> mm/dd/yy
2. The day set as the last day or the organization's annual accounting period. (This should be the last day of a month):	<u>12/31</u> mm/dd
3. The first time the day in box 2 occurs after the date in box 1:	<u>1/1</u> mm/dd/yy
If more than 6 months have passed since the date in box 3, you must provide us with financial information. If the organization had no financial activity before that date, enter 0 on each line.	

The registration of an organization that indicated that it is in its first financial accounting period will expire 7 months after its first accounting period was to have ended.

Item 14. - Briefly describe the organization's activities or accomplishments during the fiscal period. Provide a sheet if additional space is needed. Do not simply restate the organization's charitable purpose.

Item 15. - Complete all lines. You must enter the end date of the accounting period. Do not leave any lines blank. Enter "0" if applicable.

On line D, enter all costs related to conducting the charitable activities and accomplishments discussed in Item 14.

Item 16. Audited or reviewed financial statements requirement - If audited financial statements have been prepared for the year being reported, provide a copy with the form. It is not necessary to complete the Financial Statements Worksheet.

For all others, complete the worksheet to calculate if audited or reviewed financial statements will be required. Total support may be reduced by the amount of governmental grants received during the year.

Audited financial statements must be prepared in accordance with generally accepted accounting principles.

If audited or reviewed financial statements are required, but they have not been prepared:

- You may request a one-time waiver of the reviewed or audited financial statements requirement. In your request, specify the fiscal year for which the waiver is requested and state that the necessary financial statements will be provided in all future years in which reviewed or audited financial statements are required. If you have already received a waiver of the financial statements requirement for a prior year, engage an auditor and see below to request a conditional registration.
- If the required financial statements are in the process of being prepared or you have already engaged an auditor to perform the necessary review or audit, provide a letter requesting a conditional registration. In your letter, state when you expect the financial statements to be available. Also, provide a copy of the signed engagement letter agreement with the audit firm. The solicitation registration will include the condition that the required financial statements are to be provided by a specified date.
- The financial statements requirement may be suspended for food banks and similar organizations whose contributions are substantially non-cash. However, suspension of the requirement is unlikely if the organization's cash contributions exceed the audited or reviewed financial statements thresholds, or if donated non-cash items are typically converted to cash. Provide your suspension request with the registration form.

INITIAL SOLICITATION FORM

Full <u>exact legal</u> name of organization <div style="text-align: center;">Wyoming Employees Community Outreach</div>		
All other names under which you intend to solicit		
Attorney General File Number	Telephone number <div style="text-align: center;">616-261-3582</div>	Fax number <div style="text-align: center;">N/A</div>
Employer Identification Number (EIN) <div style="text-align: center;">30-0114860</div>	Organization email address <div style="text-align: center;">WECO@wyomingmi.gov</div>	Organization website <div style="text-align: center;">N/A</div>

All items must be answered. Provide additional sheets if necessary. If you have questions, see the instructions.

1. Organization addresses –

- A. Street address of principal office. If you do not have a principal office, provide the name and address of the person having custody of the financial records.
1155 - 28th Street, S.W., Wyoming, Michigan 49509
- B. Organization mailing address, if different.
P.O. Box 908, Wyoming, Michigan 49509-0908
- C. Provide the address of all other offices in Michigan.
N/A

2. Type of Organization - Check one:

- Nonprofit corporation - State of incorporation MI Date incorporated _____
 Provide copies of your articles of incorporation, bylaws and, if applicable, Mich. Certificate of Authority
 If incorporated in Michigan, provide your Corporate Identification Number: _____
- Trust – Provide a copy of the trust instrument.
- Unincorporated association – Enter date created _____
 Provide a copy of your Articles of Association, Constitution and Bylaws, or other organizing document.
- Other – Describe and provide a copy of the relevant document: _____

3. Federal Tax Exempt Status – Check one:

- Exempt under 501(c)(3) - Provide a copy of your determination letter.
- Applied, or will apply, for tax exempt status under section 501(c)(3). Date of application _____
 If you checked either box above, indicate the form used to apply for exempt status. Form 1023 Form 1023-EZ
- Exempt under another section: Section 501(c) _____ Provide a copy of your determination letter.
- The organization is not tax exempt and will not apply for tax exempt status.

4. Summarize organization's purposes below in 50 words or less. This summary appears on our website.

Providing assistance to and for the benefit of children living in Wyoming, Michigan

5. You **must** designate a resident agent located in Michigan authorized to receive official mail sent to your organization.

Name Traci Shaffer

Address (Michigan street address, not PO box) 1155 - 28th Street, S.W., Wyoming, Michigan 49509

6. Methods of solicitation. Check all that apply.

- Mail
 Personal contact
 Special events
 Other (specify) Foundation/Govt Grants
 Telephone
 Radio / television
 Newspaper/magazines
 None (explain) _____
 Internet
 Email

7. List all current officers and directors unless they are included on your IRS return. Mark the box to indicate whether the person is an officer, director, or both. Provide an additional sheet if necessary.

Name	Officer	Director	Name	Officer	Director
Kimberly Oostindie	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Nicole Crandell	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Jaime Fleming	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Michele Tabor		<input checked="" type="checkbox"/>			
Traci Shaffer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Jennifer Eby		<input checked="" type="checkbox"/>			

8. Is there any officer or director who cannot be reached at the organization's mailing address? Yes No
 If "yes," provide the names and addresses on an additional sheet.

9. Has the organization or any of its officers, directors, employees or fundraisers:
- A. Been enjoined or otherwise prohibited by a government agency/court from soliciting? Yes No
- B. Had its solicitation registration or license denied or revoked by any jurisdiction? Yes No
- C. Been the subject of a proceeding regarding any license, registration, or solicitation? Yes No
- D. Entered into a voluntary agreement of compliance with a government agency or in a case before a court or administrative agency? Yes No

If any "yes" box is checked, provide a complete explanation on a separate sheet.

10. Will the organization hold any assets (cash, bank accounts, land, building, etc.) in Michigan? _____ Yes No

Charitable organizations created in Michigan and out-of-state organizations holding assets in Michigan will be registered as a charitable trust under the Supervision of Trustees for Charitable Purposes Act, 1961 PA 101, MCL 14.251 et seq. See Request for Exemption, Form CTS-03, for possible exemptions.

11. Do you have chapters that solicit in Michigan that are to be included in the solicitation registration? Yes No

Tip: If you have offices in Michigan with no separate reporting or filing requirements, answer "no."

- If yes, provide the following:
- appropriate documentation to show that you directly supervise and control the chapters
 - a listing of the names and addresses of all Michigan chapters to be included
 - a financial report for each chapter (see instructions)
 - a copy of your organization's IRS group return (if applicable)

12. Has the organization engaged a professional fundraiser (PFR) for Michigan fundraising activity for either the financial accounting period reported in item 13 or 15 or the current period? See instructions for definition of "professional fundraiser." A consultant is not a PFR.

Yes No
 If no, go to question 13.

If yes, in the chart below list all PFRs that your organization has engaged for Michigan fundraising activity. Provide additional sheets if necessary. Provide copies of contracts for each PFR listed if not already provided.

Note – You are required to verify that all PFRs under contract for Michigan campaigns are currently licensed.

Professional Fundraisers Under Contract for Michigan Campaigns

PFR List					
Name	Mailing address	Sum of all payments to / retained by PFR during year reported	Is contract currently in effect?	If no, enter date contract ended	
			y <input type="checkbox"/> n <input type="checkbox"/>	End date:	
			y <input type="checkbox"/> n <input type="checkbox"/>	End date:	
			y <input type="checkbox"/> n <input type="checkbox"/>	End date:	

13. All organizations, except those in their first financial accounting period, must report on their most recently completed financial accounting period. Check the appropriate box in one of the following choices and follow the instruction:

If you file Form 990, 990-EZ, or 990-PF with the IRS, check the box to indicate the type of return:

- Form 990 or 990-EZ - Provide a copy of the return. Do not include Schedule B. Go to item 16 below.
- Form 990-PF - Provide a copy of the Form 990-PF. Enter the amount the organization spent directly on its charitable program in the space below. Complete item 14 and go to 16.

Total program services expense: \$ _____

If your organization does not, or has not yet, filed the above returns with the IRS, check the appropriate box below to explain the reason:

- Files Form 990-N. Complete 14 and 15 below, and then go to item 17.
- Included in IRS group return. Provide a copy of the group return. Complete 14 and 15 below; go to 16.
- In first financial accounting period. See instructions. Enter the date the organization's first accounting period will end. The date should be the last day of a month. Go to item 17. _____ / _____ / _____
- Other reason. Explain: _____
Complete 14 and 15 below. Go to 16.

14. Briefly describe your charitable accomplishments during the period. This organization provided assistance of \$6,360 to 34 local families in need. \$1,200 was donated to the Wyoming after school and summer program. \$1,026 was issued in emergency assistance to families identified in crisis situations.

15. Complete this section only if directed to in item 13 because your organization does not complete a Form 990, 990-EZ, or 990-PF. Complete all lines of the following schedules. You must enter the end date of the accounting period being reported. Enter "0" or "none" where appropriate or if you had no financial activity in the period.

Enter the end date of the financial accounting period reported below: 12 / 31 /2021

Revenue		
A	Contributions and fundraising received	17,769
B	All other revenue	2
C	Total revenue (add lines A and B)	17,771

Expenses		
D	Charitable program services expense	11,800
E	All remaining expenses (supporting services)	538
F	Total expense (Sum of lines D and E)	12,338

G	Revenue less expenses (subtract line F from line C)	5,433
---	---	-------

Balance Sheet		
H	Total assets at end of fiscal period	21,006
I	Liabilities at end of fiscal period	0
J	Net assets (subtract line I from line H)	21,006

16. Audited or reviewed financial statements requirement

Complete the following worksheet to determine if audited or reviewed financial statements are required. If audited or reviewed financial statements are required, but they have not been prepared, see the instructions.

Financial Statements Worksheet			
	Item	Where to Find It:	Amount
A.	Contributions from IRS return	Form 990: Part VIII, line 1h; Form 990-EZ: line 1; Form 990-PF: line 1	
B.	Net income from special fundraising events	Form 990: Part VIII, line 8c; Form 990-EZ: line 6c	
C.	Net income from gaming activities	Form 990: Part VIII, line 9c	
D.	Total contributions and fundraising	Add lines A, B, and C	
E.	Governmental grants	Form 990: Part VIII, line 1e; Form 990-EZ: enter governmental grants included above on line A.	
F.	Contributions	Subtract line e from line d	

After completing the schedule:

- If line F is \$550,000 or more, audited financial statements are required. They must be audited by an independent certified public accountant and prepared in accordance with generally accepted accounting principles.
- If line F is greater than \$300,000, but not greater than \$550,000, financial statements either reviewed or audited by a certified public accountant are required.

17. I certify that I am an authorized representative of the organization and that to the best of my knowledge and belief the information provided, including all accompanying documents, is true, correct, and complete. False statements are prohibited by MCL 400.288(1)(u) and MCL 400.293(2)(c) and are punishable by civil and criminal penalties.

Type or print name (must be legible): Traci Shaffer

Title: President

Date: 4-11-2022

THIS IS A PUBLIC RECORD, COPIES OF WHICH ARE SENT, UPON REQUEST, TO ANY INTERESTED PERSON.

CHECKLIST:

- Have all parts of the form been fully completed unless instructed otherwise?
- Have you provided the name and Michigan street address of a resident agent in item 5?
- Is a list of the officers and directors provided, or included with the IRS return?
- Have you provided a complete IRS 990, 990-EZ, OR 990-PF?
- If you file Form 990-PF, did you complete item 14?
- If you file Form 990-N, did you complete items 14 and 15? Do not submit Form 990-N.
- If audited or reviewed financial statements are required, are they provided? If not, have you requested a conditional registration or one-time waiver? (See instructions.)
- Are the Form 990 and financial statements prepared for the same reporting period?
- Have you submitted contracts and addenda to contracts with professional fundraisers that have not been previously submitted?
- Have you typed or printed your name, date, and title in Item 17 to certify the form?

Return the completed registration form by:	
Email (preferred method): <u>ct_email@michigan.gov</u>	
1. Put the legal name of the organization in the email subject line and AG file number, if known.	
2. If your email with attachments exceeds 25 MB, submit two or more emails as necessary. Reference them as 1 of 2, 2 of 2, etc. Attachments must be PDF.	
3. Do not submit encrypted files.	
4. Do not share documents via links.	
Mail:	Attorney General Charitable Trust Section PO Box 30214 Lansing, MI 48909
Overnight mail:	Attorney General-Charitable Trust Section 525 West Ottawa Williams Building - 3rd Floor Lansing, MI 48933
Fax:	(517) 241-7074

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2021

Open to Public Inspection

For the 2021 Calendar year, or tax year beginning 2021-01-01 and ending 2021-12-31

Check if available

Terminated for Business

Gross receipts are normally \$50,000 or less

C Name of Organization: **WYOMING EMPLOYEES COMMUNITY OUTREACH**

**PO Box 908, Wyoming, MI,
US, 49509**

D Employee Identification
Number **30-0114860**

Website:

www.wyomingmi.gov/weco

F Name of Principal Officer: **Kim Oostindie**

**PO Box 908, Wyoming, MI,
US, 49509**

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Wyoming Employees Community Outreach
1155 – 28th St SW, Wyoming MI 49509
Treasurer's Report
First Quarter Statement – Period Ending 03/31/2022

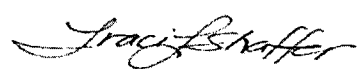
Beginning Deposits On Hand:	Share Draft	\$	19,725.84
	Regular Shares	\$	1,280.91
	Total:		\$23,510.46

Receipts:	Payroll Donations:	\$	1,641.50
	Misc. Donations:	\$	200.00
	Christmas Party:		
	Amazon Smiles:	\$	51.47
	Kids Closet Donations:		
	Reimbursement:		
	Interest Earnings:	\$	0.45
	Total Income:	\$	1,893.42

Disbursements:	Assistance Issued:	\$	900.00
	Kids Closet Expense:	\$	314.33
	Misc Expenses:		
	Legal Expenses	\$	1,518.00
	Christmas Party Expenses:		
	Total Expenses:	\$	2,732.33

Ending Deposits on Hand:	Share Draft:	\$	18,886.48
	Regular Shares:	\$	1,281.36
	Total:	\$	20,167.84

Respectfully Submitted,



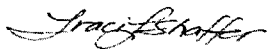
Traci L Shaffer
Treasurer

Wyoming Employees Community Outreach
 1155 – 28th St SW, Wyoming MI 49509
 Treasurer's Report
 Fourth Quarter Statement – Period Ending 12/31/2021

Beginning Deposits On Hand:	Share Draft	\$	22,230.01	
	Regular Shares	\$	1,280.45	
	Total:		\$23,510.46	
Receipts:	Payroll Donations:	\$	1,466.00	
	Misc. Donations:	\$	2,500.00	
	Christmas Party:			
	Amazon Smiles:	\$	32.12	
	Kids Closet Donations:			
	Reimbursement:	\$	400.00	(Disney Gift Cards)
	Interest Earnings:	\$	0.46	
	Total Income:	\$	4,398.58	
Disbursements:	Assistance Issued:	\$	6,800.00	
	Kids Closet Expense:	\$	90.44	
	Misc Expenses:	\$	11.85	
	Christmas Party Expenses:			
	Total Expenses:	\$	6,902.29	
Ending Deposits on Hand:	Share Draft:	\$	19,725.84	
	Regular Shares:	\$	1,280.91	balance check
	Total:	\$	21,006.75	\$21,006.75

Respectfully Submitted,

Traci L Shaffer
 Treasurer



Wyoming Employees Community Outreach
1155 – 28th St SW, Wyoming MI 49509
Treasurer's Report
Third Quarter Statement – Period Ending 09/30/21

Beginning Deposits On Hand:	Share Draft	\$	22,727.95
	Regular Shares	\$	1,279.99
	Total:		\$24,007.94

Receipts:	Payroll Donations:	\$	1,770.50
	Misc. Donations:		
	Christmas Party:		
	Amazon Smiles:	\$	31.56
	Kids Closet Donations		
	Interest Earnings:	\$	0.46
Total Income:	\$	1,802.52	

Disbursements:	Assistance Issued:	\$	2,300.00
	Special Assistance:		
	Misc Expenses:		
	Christmas Party Expenses:		
	Total Expenses:	\$	2,300.00

Ending Deposits on Hand:	Share Draft:	\$	22,230.01
	Regular Shares:	\$	1,280.45
	Total:	\$	23,510.46

Respectfully Submitted,



Traci L Shaffer
Treasurer

Wyoming Employees Community Outreach
1155 – 28th St SW, Wyoming MI 49509
Treasurer's Report
Second Quarter Statement – Period Ending 06/30/2021

Beginning Deposits On Hand:	Share Draft	\$	23,226.81	
	Regular Shares	\$	1,279.54	
	Total:	\$	24,506.35	
Receipts:	Payroll Donations:	\$	1,801.14	
	Misc. Donations:			
	Christmas Party:			
	Amazon Smiles:			
	Kids Closet Donations			
	Interest Earnings:	\$	0.45	
	Total Income:	\$	1,801.59	
Disbursements:	Assistance Issued:	\$	2,300.00	
	Kids Closet Expense:			
	Misc Expenses:			
	Christmas Party Expenses:	\$	-	
	Total Expenses:	\$	2,300.00	
Ending Deposits on Hand:	Share Draft:	\$	22,727.95	
	Regular Shares:	\$	1,279.99	balance check
	Total:	\$	24,007.94	\$24,007.94

Respectfully Submitted,



Traci L Shaffer
Treasurer

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTERS AGREEMENTS
WITH WYOMING PUBLIC SCHOOLS (Cohorts K, L-1 and L-2)

WHEREAS:

1. The City desires to partner with Wyoming Public Schools to provide after-school programming for community youth.
2. It is recommended City Council authorize the Mayor and City Clerk to enter into agreements with Wyoming Public Schools from July 1, 2022 through June 30, 2023 to provide after-school programming at Wyoming Intermediate, Wyoming Junior High, Godwin Heights Middle, West Godwin Elementary and Lee Middle (Cohort K), Gladiola Elementary, Oriole Park Elementary, West Elementary, North Godwin Elementary, and Godfrey-Lee Early Childhood Center (Cohort L-1), and Parkview Elementary and Godfrey Elementary (Cohort L-2).
3. These agreements confirm that all 21st Century Community Learning Centers Grants (received by Wyoming Public Schools) cover all actual costs to the City on a reimbursement bases with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to enter into Cooperative 21st Century Community Learning Centers agreements with Wyoming Public Schools, Cohorts K, L-1 and L-2 for the period of July 1, 2022 through June 30, 2023 to provide after-school programming.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

ATTACHMENTS:
Staff Report
Agreements

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 24, 2022

Subject: Wyoming Public Schools 21st Century Community Learning Centers Grants (TEAM 21)

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council approve agreements (3) with the Wyoming Public School District, allowing for the implementation and management of the TEAM 21 after-school and summer program in partnership with Wyoming Public Schools, Godfrey-Lee Public Schools, and Godwin Heights Public Schools. The total annual value of these agreements for the City is expected to be between \$1,280,224 and \$1,300,000 depending upon final award allocation by the State of Michigan.

COMMUNITY, SAFETY, STEWARDSHIP:

TEAM 21 provides after-school and summer programming in the Wyoming community. Last year, the program served almost 900 students. Over 80% of the families in the schools served by this program qualify for free or reduced-cost meals (an indicator of 140% federal poverty or below). The program is free of charge to participants and provides them a safe place to learn and grow during out-of-school hours when they might otherwise be left home alone or unattended in the community.

DISCUSSION:

TEAM 21 program is funded by multiple grants, each authorized within five-year funding cycles. While TEAM 21 is a collaborative program between the City of Wyoming and multiple school districts, Wyoming Public Schools is the grantee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners. For the purpose of audit and grant records, individual agreements are required for each Cohort (grant) agreement.

The following illustrates the number of years a grant for a particular Cohort (beginning July 1, 2022) has been awarded, along with anticipated award end date, the schools funded and the district to which they belong:

Cohort K Grant - 5 Years (ending June 2023)

Wyoming Intermediate (WPS), Wyoming Junior High (WPS), Godwin Heights Middle (GHPS), Lee Middle (GLPS), West Godwin Elementary (GHPS)

Cohort L-1 Grant - 5 Years (ending June 2024)

Gladiola Elementary (WPS), Oriole Park Elementary (WPS), West Elementary (WPS), North Godwin Elementary (GHPS), Godfrey-Lee Early Childhood Center (GLPS)

Cohort L-2 Grant – 5 Years (ending June 2024)
Parkview Elementary (WPS), Godfrey Elementary (GLPS)

BUDGET IMPACT:

Our agreements with Wyoming Public Schools ensure that all of our direct/actual expenses related to the operation of the TEAM 21 program are fully reimbursed. The budgets included in the agreement are illustrative of actual funding award from FY 2022.

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2022. The FY 2022-2023 budget cannot be amended until it is active, per the Finance Director.

The affected account numbers are:

Cohort K Grant: 208-752-761.12 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort L-1 Grant: 208-752-761.13 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

Cohort L-2 Grant: 208-752-761.14 – 706, 707, 715, 716, 717, 718, 719, 721, 740, 806, 860, 910 and 956

###

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTERS AGREEMENT
(Cohort K)
JULY 1, 2022 to JUNE 30, 2023**

This Cooperative 21st Century Community Learning Centers (21st CCLC) Agreement, is made as of July 1, 2022, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Wyoming Intermediate, Wyoming Junior High, Godwin Heights Middle, West Godwin Elementary and Lee Middle schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$46,324.00
Salaries – Temporary	\$347,584.00
FICA	\$30,136.00
Hospitalization Insurance	\$36,210.00
Life Insurance	\$54.00
Pension – Pension	\$13,940.00
Pension – DC Plan	\$3,707.00
Pension – Health – DC	\$2,110.00
Workers Comp. Insurance	\$11,613.00
CIP & Longevity	\$25.00
Operating Supplies	\$11,211.00
Software	\$192.00
Travel/Training	\$250.00
Liability Insurance	\$7,489.00
Other Services	\$10,292.00
Total	\$521,137.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS's Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City's officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

Dated: _____, 2022

By _____
Jack A. Poll, Mayor

Dated: _____, 2022

By _____
Kelli A. VandenBerg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2022

By _____
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTERS AGREEMENT
(Cohort L-1)
JULY 1, 2022 to JUNE 30, 2023**

This Cooperative 21st Century Community Learning Centers (21st CCLC) Agreement, is made as of July 1, 2022, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Gladiola Elementary, Oriole Park Elementary, West Elementary, North Godwin Elementary and Godfrey-Lee Early Childhood Center schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.

10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.

11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$46,324.00
Salaries – Temporary	\$372,170.00
FICA	\$32,018.00
Hospitalization Insurance	\$32,460.00
Life Insurance	\$54.00
Pension – Pension	\$13,940.00
Pension – DC Plan	\$3,707.00
Pension – Health – DC	\$2,110.00
Workers Comp. Insurance	\$12,373.00
CIP & Longevity	\$25.00
Operating Supplies	\$8,830.00
Software	\$192.00
Travel/Training	\$250.00
Liability Insurance	\$7,956.00
Other Services	\$7,120.00
Total	\$539,529.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS's Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City's officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

Dated: _____, 2022

By _____
Jack A. Poll, Mayor

Dated: _____, 2022

By _____
Kelli A. VandenBerg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2022

By _____
Craig Hoekstra, Superintendent

**WYOMING PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTERS AGREEMENT
(Cohort L-2)
JULY 1, 2022 to JUNE 30, 2023**

This Cooperative 21st Century Community Learning Centers (21st CCLC) Agreement, is made as of July 1, 2022, between Wyoming Public Schools (“WPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both WPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and in an effort to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, WPS will partner to provide such services and/or products (indicated below) to children at Parkview Elementary and Godfrey Elementary schools. WPS will partner with City to provide services/products for students within the agreed grant amounts, which will be the amounts allocated by the 21st CCLC Grant approved by the State of Michigan Department of Education. WPS will be the fiscal agent and City will draw down appropriate funds on a monthly basis. Such payment shall be made from WPS to City within 7 days; unless other arrangements have been previously agreed upon.
2. City will hire and share responsibility for oversight of the project director, site coordinators, group leaders, and contract instructors. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the WPS Grant Coordinator, transportation coordinator, principals, and school employees to appropriately plan activities and resolve issues.
4. City will assist in making recommendations on transportation staffing; be responsible for arranging the training of all staff members and share in the compliance for grant expectations.
5. City will direct supervision of its employees and evaluate and make recommendations for employment decisions regarding any and all facets of the grant.
6. City will purchase the necessary equipment to operate a successful program and that equipment will become sole property of WPS if and when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. WPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the WPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with WPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and WPS will maintain all records in the manner required by the 21st CCLC Grant and in accordance with their respective records retention policies.
10. City will authorize and verify the hours worked by the employees in the grant for the Wyoming payroll department.
11. City will invoice Wyoming on a monthly basis in a manner similar to the following format:

Salaries	\$17,648.00
Salaries – Temporary	\$150,842.00
FICA	\$12,892.00
Hospitalization Insurance	\$15,982.00
Life Insurance	\$21.00
Pension – Pension	\$5,308.00
Pension – DC Plan	\$1,413.00
Pension – Health – DC	\$805.00
Workers Comp. Insurance	\$4,995.00
CIP & Longevity	\$11.00
Operating Supplies	\$3,263.00
Software	\$73.00
Travel/Training	\$250.00
Liability Insurance	\$3,204.00
Other Services	\$2,851.00
Total	\$219,558.00

12. WPS shall provide administrative services first to the needs of its own district. Exceptions to this statement would be for any emergency or safety concerns to students, staff, and/or community members. While the City project director will perform most administrative services, it is agreed that the WPS Grant Coordinator has direct oversight of the 21st CCLC. WPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but WPS may request action be taken. The WPS Grants Coordinator and City project director will each provide WPS and City administrations any information either of them may need in connection with disciplinary procedures of employees.

13. The parties acknowledge that City is a self-insured municipal corporation, which maintains additional coverage over its self-insured retentions through the Michigan Municipal Risk Management Authority (MMRMA) pursuant to the applicable Michigan law. During the term of this agreement, City shall maintain, excess insurance coverage over its self-insured retention, for liability insurance through MMRMA or a replacement insurer written on a standard occurrence form and covering bodily injury and property damage liability with a per occurrence and annual policy aggregate amount of at least five million dollars that covers the acts and omissions of City and City’s officers and employees in accordance with this Agreement.

14. WPS shall be held harmless in all manners, except for WPS's gross negligence and willful acts.

15. Termination of this agreement by either Wyoming or City requires a sixty day written notice. Termination may occur at the end of the sixty days.

CITY OF WYOMING

Dated: _____, 2022

By _____
Jack A. Poll, Mayor

Dated: _____, 2022

By _____
Kelli A. VandenBerg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

WYOMING PUBLIC SCHOOLS

Dated: _____, 2022

By _____
Craig Hoekstra, Superintendent

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the need to maintain housing stock through homeowner rehabilitation programs.
2. The 2022-2023 Wyoming Community Development Block Grant Program budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
3. The City desires to invest \$69,562 in support of two programs administered by Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities, in its efforts to maintain community housing stock.
4. In the 2022-2023 budget, funds are available in the activity accounts 256-400-69221-956.085 (\$5,000), 256-400-69222-956.085 (\$60,000), and 256-400-256-400-69223-956.085 (\$4,562).

NOW, THEREFORE, BE IT RESOLVED:

1. 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 \$69,562.
2. The Wyoming City Council authorizes the Mayor, City Clerk and/or City Manager to sign the contract and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 5, 2022

Subject: Home Repair Services Contract – CDBG Funding 2022-2023

From: Rebecca Rynbrandt, Director of Community Services

Cc: Joel Ruiter, Home Repair Services

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended the City Council enter the attached contract, a value of \$69,562 with Home Repair Services, Inc. in support of minor home repair and access modifications for eligible residents. Funding is provided through the Community Development Block Grant restricted funds for the period of July 2022 through May 2023.

COMMUNITY, SAFETY, STEWARDSHIP:

Funding shall address blight and public welfare through improved housing and will impact disenfranchised low-moderate income homeowners. Through the improvement of housing stock within the City of Wyoming, property values shall be maintained or improved, not only at the specific location but also throughout the immediate neighborhood through the proximity effect.

Low-moderate income homeowners shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. as a result of subsidized home repairs.

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2022 through June 30, 2023 on Monday, April 4, 2022. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. Following a Letter of Intent and grant application process, the Wyoming Community Development Committee recommends the grant award to Home Repair Services and that an agreement be executed.

This year's agreement includes two programs, namely Minor Home Repair and an Access Modification program for persons with disabilities.

BUDGET IMPACT:

The contract is in the amount (not to exceed) of \$69,562.00. Sufficient funds in the FY 2023 budget are available in the activity accounts 256-400-69221-956.085 (\$5,000), 256-400-69222-956.085 (\$60,000), and 256-400- 256-400-69223-956.085 (\$4,562).

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.**

This Subrecipient Contract is made as of July 1, 2022 to be effective through May 31, 2023 and by and between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Home Repair Services of Kent County, Inc., a Michigan non-profit corporation of 1100 Division Ave S, Grand Rapids, MI 49507 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.
- B. Subrecipient's mission includes providing various housing services to low income persons and Subrecipient has worked with City and others to provide such services using CDBG funds.

TERMS AND CONDITIONS

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

1. Program Objectives. The program objectives of this Contract (Program Objectives) are (i) for the Minor Home Repair Program - to provide small home repairs to single-family owner-occupied households for low/moderate income homeowners, and (ii) for the Access Modification Program - to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses for participants who may be homeowners or renters. City will use the Program Objectives to determine the impact and effectiveness of Subrecipient's services and activities under this Contract.
2. Subrecipient's Services.
 - A. Subrecipient services for both the Minor Home Repair and Access Modification Programs will include:
 1. Subrecipient will accept all requests from eligible persons desiring home repair assistance. Subrecipient will investigate the nature of the assistance desired and needed and take an application for that assistance or place the request on a waiting list. When demands for Minor Home Repair and Access Modification Program exceed Subrecipient's ability to supply the services, Subrecipient will 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 Subrecipient's services will be given to especially vulnerable applicants and especially serious health or safety repairs so that the worst situations and/or cases are served first.
 3. Subrecipient will continue its client co-payment policy ensuring a fee is charged to clients for both Minor Home Repair and Access Modification Programs. Subrecipient's board of directors may amend its co-payment policy after written approval from the City's Director of Community Services. When Michigan Department of Health and Human Services (**MDHHS**) State Emergency Relief (**SER**) funds are combined with CDBG funds, SER funds are not considered program income.
 4. If Subrecipient encounters critically needed repairs that would exceed the annual limits of the Minor Home Repair and Access Modification Programs, Subrecipient will refer those situations to other repair/rehab programs including, but not limited to, other Subrecipient and/or City programs and the inspection reports and cost analysis information developed by the Minor Home Repair and Access Modification Programs will be provided to those programs. When Subrecipient encounters conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, Subrecipient may engage a licensed subcontractor to provide the small home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
 5. Subrecipient or its designee will verify applicant eligibility using the criteria in this Contract. Income guidelines for Minor Repair and Access Modification programs shall be 50% of applicable HUD area

median income (**AMI**) or, upon discretion of the Subrecipient's Executive Director, up to 80% AMI.

6. Subrecipient and any of its officers, employees, volunteers, contractors or other agents (**Subrecipient's personnel**) providing services under this contract will be properly licensed to provide those services in Michigan. If any of those services require any permits, Subrecipient or its agents will obtain them. Permit fees are eligible repair costs.

7. Subrecipient will coordinate its activities with existing CDBG-funded organizations providing services within Subrecipient's area of Contract activities.

8. Subrecipient will maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.

9. Subrecipient may provide up to 22 hours of on-the-job training in these Minor Home Repair and Access Modification Programs for its employees and those hours will not be charged against a homeowner's annual maximum.

B. In addition to what is provided in subsection A, Subrecipient services for the Minor Home Repair will include:

1. Subrecipient will provide minor repair services, including labor and materials of subcontracted repairs, to homes of low/moderate 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. Subrecipient will make the minimal necessary repair(s) to correct the problem. Home improvement is not included within minor home repairs 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 client to assure client satisfaction. Subrecipient's repairs will not necessarily bring the condition of a dwelling up to applicable building or housing code standards.

2. Subrecipient will provide services in homes of eligible owner-occupants up to a maximum of \$6,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of Subrecipient's Executive Director, providing funds are available.

3. Labor costs applied toward the dollar limit per location will include only time at the work site, required worker breaks, traveling to and from the job site, working in the shop, buying materials and completing appropriate paperwork. The unit of service for this Contract will be a "**service hour**" which is defined as all the above plus site inspections and on-the-job training.

4. Before beginning work in any home, Subrecipient will (i) review with each client receiving service which minor home repairs are most desirable for their home and (ii) confirm the client's choice of services prior to beginning the repair work. Subrecipient will also make a reasonable effort to secure the client's signature on the service agreement upon satisfactory completion of the work.

5. All co-payments made under this Contract will be program income. Program income shall be returned to the City on a monthly basis.

6. Subrecipient will not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

C. In addition to what is provided in subsection A, Subrecipient services for the Access Modification Program will include:

1. The Access Modification Program will improve the homes of persons with significant mobility impairments to improve their accessibility and may include but not be restricted to constructing and/or installing a ramp, doorway widening, handrails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a City-approved, qualified organization and only improvements listed on that survey shall be provided. Access modifications are limited to \$6,000.00 per location. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by Subrecipient's Executive Director in accordance with Subrecipient's rules governing such situations.

2. Before beginning work in any home, Subrecipient will (i) review with each participant receiving service which modifications are to be performed and (ii) confirm the participant's choice to proceed with the

program prior to beginning the modifications. Subrecipient will also make a reasonable effort to secure the client's signature on the service agreement upon satisfactory completion of the work.

3. The Subrecipient will provide labor and subcontracted work for access modifications to be spread among low/moderate income households.

4. This program will be available both to rental units as well as owner occupied units. For 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. Wheelchair ramps or other exterior modifications may be provided anywhere in the City but shall not be constructed on a home 50 or more years old without approval of the Michigan State Historic Preservation Office.

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 under this Contract will be program income. Program income will be returned to City on a monthly basis.

3. Repair Records and Warranties.

A. Under both programs, Subrecipient's files will 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 the homeowner's approval by the homeowner with a dated signature showing receipt of work completed without waiving Subrecipient liability. Further requirements may be introduced to facilitate quality control site visits.

B. Subrecipient will provide in writing to each recipient of services under this Contract a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. Opening of plugged drains, roof repairs, and patching concrete steps are excluded from this warranty. Subrecipient will maintain these records for e years.

4. Loss of Client Eligibility.

A. Subrecipient may withhold services for 1-year and demand full restitution from any client who has defrauded the program. Subrecipient will provide City a detailed written description of each such case.

B. Subrecipient may deny all services to a client who has been physically or verbally threatening to Subrecipient's personnel. Subrecipient will provide City a detailed written description of each such case.

C. A client who refuses to sign a service agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty will be directed to Subrecipient's complaint policy.

D. Subrecipient may, after City's review and approval, either double the normal co-payment or refuse to perform services at locations showing serious neglect or intentional damage or abuse of a home.

5. Houses for Sale/Rental Units.

A. The Subrecipient will not provide services to homes listed for sale.

B. Only 1-4-unit residential dwellings are eligible. In a dwelling with more than one unit, one of the units must be occupied by the participant.

C. Minor Home Repair will not be provided to the rental portions of owner-occupied multi-family houses unless:

1. The rental unit is occupied by a relative within and up to the second degree of consanguinity.

2. Household income of the rental unit combined with the owner's household income falls within the income guidelines.

D. Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

6. Cost Overruns. Subrecipient has a limited ability to pay unanticipated costs. The dollar limit per location for repairs is established to help Subrecipient and the homeowner avoid extensive work which could reduce the total number of households to be assisted. Subrecipient will annually submit to City an annual report detailing the overruns of both programs.

7. Respect and Nondiscrimination. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, or consultants engage in for or on behalf of City. Accordingly:

A. Subrecipient and Subrecipient's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" means, for purposes of this provision, both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and Subrecipient's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

B. If Subrecipient or Subrecipient's personnel will, as part of work on this Contract, engage with others for or on behalf of City, Subrecipient must ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan (a portion of City's nondiscrimination policy accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies. It can also result in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance can also result in Subrecipient's ineligibility to bid on or enter future City contracts.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.

E. Subrecipient must include provisions of paragraphs 1 through 4 in every subcontract, consultant contract, and documentation for material procurement and equipment leasing relating to this Contract. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

8. Records, Reports, and Information.

A. In addition to other records required by this Contract, Subrecipient will create and maintain the following records:

1. Job cost reports that include a telephone (or cell) number and other identification of the homeowner and the number, and cost of units of labor and total cost of materials, labor, and subcontractors. Subrecipient shall identify all job cost report forms to assist in 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.

2. Subrecipient must maintain inventory and financial records sufficient to document all inventory

dispositions and financial transactions in compliance with CDBG regulations.

3. Unless City otherwise approves in writing, Subrecipient will maintain all records related to this Contract, including financial records and accounts, for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.

B. Subrecipient will prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Subrecipient's financial records and reports will conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Community Services Director for City's review Subrecipient's "administrative practices and policies." The administrative practices and policies will 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 Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.

D. Subrecipient will maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. By June 25, 2022, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.

1. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

2. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

E. City, as a pass-through entity for Federal awards, is providing the following CFDA information to Subrecipient to be used for their single audit and any reporting to the federal government required by a non-profit organization:

Subrecipient Name – Home Repair Services of Kent County, Inc.

Subrecipient's Unique Entity Identifier – JF47NCJZB771

City Federal Award Identification Number – B22MC260020

City Federal Award Date – July 1, 2022

Subaward Period of Performance Start & End Date – July 1, 2022-May 31, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient
\$69,562.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$69,562.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$69,562.00**

Federal Award Project Description – Rehabilitation-Home Repair Services: Low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban

Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4; Community Services Director Rebecca Rynbrandt (616) 261-3520.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

F. Only \$65,000 of the \$69,562.00 is available beginning July 1, 2022. The remaining amount will not be available until City obtains federal "environmental clearance" for use of those funds as provided in this Contract.

G. Subrecipient will make an appropriate effort to acknowledge City as a provider of funding in the Subrecipient's promotional and educational materials.

9. Certifications. Subrecipient must comply with the requirements and standards in 2 CFR 200.415 addressing certifications required to be included as a part of and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. "I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

SECTION 12 - HUD SECTION "3" PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW-INCOME PERSONS:

10. HUD §3 Training and Employment of Low- and Very-Low-Income Persons.

A. Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u and 24 CFR 135 by which HUD implements that statutory provision (collectively, **HUD §3**), requires that employment and training opportunities generated by HUD-funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those whose household income is at or below 80% of AMI) and are located in the metropolitan area and to businesses that are owned by HUD §3 residents (51% or more) or that employ HUD §3 residents (at least 30% of their work force) or that subcontract work with HUD §3 businesses (25% or more of their subcontracts).

B. The work to be performed under this contract is subject to the requirements of HUD §3. The purpose of HUD §3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by HUD §3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

C. The parties will comply with HUD §3. As evidenced by this Contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with HUD §3.

D. Subrecipient will notify in writing each labor organization or representative of workers with which Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Subrecipient's commitments under this section, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the HUD §3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or

in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.

F. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (i) after the Subrecipient is selected but before the contract is executed, and (ii) with persons other than those to whom HUD §3 requires employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under HUD §3.

G. Noncompliance with HUD §3 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

11. Time of Performance. On July 1, 2022, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on May 31, 2023, unless otherwise terminated pursuant to the terms of this Contract.

12. Compensation and Payment.

A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$69,562.00** from City's CDBG funds for the two programs.

B. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of **\$69,562.00** from City's CDBG funds.

C. Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.

D. Subrecipient agrees to expend the funds on a monthly reimbursable basis, with the final monthly invoice due by June 25, 2023.

E. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAM registry is required prior to commencing any activities under this contract.

13. Continued Funding. City makes no implied or explicit guarantee, offer, or representation of future City funding beyond termination of this Contract. City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding under this Contract pursuant to the terms and conditions of Section 31.

14. Financial Transparency. The parties agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by the way of this Contract. Subrecipient will disclose it has received funding by the City CDBG Funds in support of its Home Repair and Access Modification programs. That disclosure will be posted on Subrecipient's website during the term of this Contract. Subrecipient will maintain an operational internet website accessible to the general public.

15. Finance Procedures.

A. Regardless of any other provision of this Contract, upon notice to Subrecipient, City, in its sole discretion, has authority to suspend, reduce, or disallow any payment(s) of funds to Subrecipient when Subrecipient's internal fiscal controls and records are changed without City's written approval, or when, in City's opinion, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

B. Any unearned payments under this Contract may be suspended by City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

C. 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.

16. Donations and Fees. Donations and fees received by Subrecipient in connection with provision of services with this Contract shall be included in Subrecipient's monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.

17. Contract Modifications. From time to time, City may expand, diminish, or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which Subrecipient is required to perform pursuant to this Contract if those modifications are mutually agreed upon by City and Subrecipient, and incorporated in signed, written amendments to this Contract after City's approval.

18. Subrecipient's Failure to Perform. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

A. City, in its sole discretion, will determine whether the work is satisfactorily completed.

B. If City determines the work or services provided under this Contract has not been performed in a timely or satisfactory manner, City shall notify Subrecipient and allow Subrecipient 10 days to cure that failure to perform.

C. If Subrecipient fails to cure as provided in subsection B, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in payments to Subrecipient.

D. If Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, City may, in its sole discretion, reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

E. If Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, City, in its sole discretion and without notice, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided by this Contract.

F. If this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to this Contract, will be City's property.

2. Subrecipient will receive just and equitable compensation for any work Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 18.F.3.b below.

3. Nothing in this Contract shall:

a. Deprive 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 City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

b. Relieve Subrecipient of any liability to City for damages City sustained as a result of any Subrecipient's breach of this Contract, and, if it sustains such damages, City may withhold as a set off any payments due Subrecipient, until such time as an exact amount of damages sustained by City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

19. Audits and Inspections.

A. At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, Subrecipient shall:

1. Make available to City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and

2. Permit City's designated representatives 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

3. Allow City's designated representatives to review such documents that are considered as backup to the operation of Subrecipient, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide City an audit meeting the requirements of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A Single Audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to City within 180 days after the end of its fiscal year. If a Single Audit is not required, Subrecipient must submit to City a letter of confirmation attesting to this effect within 180 days after the end of Subrecipient's fiscal year.

E. Subrecipient must furnish the amounts reported on Subrecipient's Schedule of Expenditures of Federal Awards (**SEFA**) to City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

20. Conflict of Interest. Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel 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.

21. Assignment, Transfer of Interest, Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or obligation under this Contract without City's prior written consent. However, claims for money due or to become due to Subrecipient from City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent if Subrecipient promptly notifies City of any such assignment or transfer.

22. 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 United States Congress, Michigan Legislature, or City Council.

23. Indemnification and Insurance.

A. Subrecipient will hold City (defined for purposes of this section of include City's officers, employees, and other agents) from, indemnify City for, and defend City against all claims, demands, judgments, awards, lawsuits, arbitration or mediations, payments, liability or other amounts City is required or alleged to be obligated to pay due to any actions of Subrecipient or Subrecipient's personnel under or related to this Contract or due to any failure of Subrecipient to comply with any provision of this Contract. Insurance coverage specified in this Contract constitutes the minimum requirements and compliance with the insurance requirements will in no way lessen or limit Subrecipients obligations or liability under this provision or other parts of this Contract. Subrecipient shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgement, may be necessary for its proper protection in performing its obligations under this Contract. Subrecipient's obligations under this provision will continue even after expiration or termination of this Contract.

B. Subrecipient must, for the term of this Contract, carry the following insurance and before beginning any work, provide to the City proof of said insurance:

1. Commercial General Liability coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place. Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

General Aggregate - \$2,000,000 per occurrence

Products/Completed Operations - \$2,000,000 per occurrence

2. Automobile liability coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place. Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' Compensation and Employer's Liability with statutory limits - \$500,000 per occurrence.

4. The following language must be included on the Certificate of Liability Insurance and endorsements must be provided for the additional insured policy compliance: "The following shall be Additional Insured's on all insurance policies, with the exception of worker's compensation: City of Wyoming including all elected and appointed officers, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

5. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

24. Legal Compliance.

A. 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 Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.

B. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

25. Severability. If any clauses, sections, provisions or parts of this Contract are held invalid, the remainder of this Contract shall not be affected.

26. Notices. Unless otherwise specified in this Contract, all notices required under this Contract must be in writing and addressed to the parties at the addresses first written about. Notice will be made when received so the parties should hand deliver, deliver by a courier such as FedEx or UPS, or get an acknowledged receipt by USPS certified mail. Notice by e-mail, the receipt of which is confirmed by the recipient shall also meet the notice requirement.

27. Waiver. The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached will not be a waiver of that provision nor any other provision of this Contract.

28. Confidentiality. 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 state requirements governing their disclosure or confidentiality and the parties shall each comply with those requirements.

29. City Offices and Officers. When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates is Community Services Department and its Director of Community Services as the offices and officers with authority and responsibility for administering this Contract.

30. Federal Administrative Requirements. This section lists certain administrative under the CDBG program Subrecipient will comply with the requirements and standards specified in the following federal regulations:

2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

Subpart K of 24 CFR570, "Other Program Requirements", except that Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

Subpart J of 24 CFR570.504, "Program Income."

Subpart J of 24 CFR 570.502, "Applicability of Uniform Administrative Requirements."

31. Contract Termination at City's Discretion. Upon 30-days' written notice to Subrecipient, City may terminate this Contract and all of the City's obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the proceeding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be

determined by totaling 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. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

32. Assets Reversion. When this Contract ends, Subrecipient must transfer to 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.

33. Debarred or Ineligible Contractors. Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

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

CITY OF WYOMING

HOME REPAIR SERVICES OF KENT COUNTY, INC.

By: _____
Jack A. Poll, Mayor

By: _____
Allyson Terpsma, Chairperson

Date signed: _____, 2022

Date signed: _____, 2022

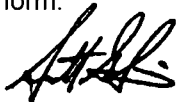
By: _____
Kelli A. VandenBerg, Clerk

By: _____
Joel Ruiter, Executive Director

Date signed: _____, 2022

Date signed: _____, 2022

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH FAMILY PROMISE OF GRAND RAPIDS

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the numbers of people and families experiencing homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan to reduce the number of people and families experiencing homelessness and the need for affordable housing.
3. The City desires to provide funding to Family Promise of Grand Rapids to provide Re-Housing Financial Assistance for low and moderate income families moving out of homelessness and into stabilized housing with short-term rental assistance, and Re-Housing Stabilization Services for low and moderate income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.
4. In its 2022-2023 budget, the City of Wyoming has approved funding Family Promise of Grand Rapids in the amount of \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and Family Promise of Grand Rapids.
2. The Wyoming City Council authorizes the Mayor, City Clerk and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 24, 2022

Subject: Family Promise of Grand Rapids 2022-2023 Community Development Block Grant Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Cheryl Schuch, Executive Director, Family Promise of Grand Rapids

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with Family Promise of Grand Rapids related to Community Development Block Grant (CDBG) funding for Re-Housing Financial Assistance in the amount of \$30,000 and Re-Housing Stabilization Assistance in the amount of \$20,000, as a means to prevent homelessness and provide decent affordable housing. The agreement is effective July 1, 2022.

COMMUNITY, SAFETY, STEWARDSHIP:

Family Promise of Grand Rapids supports the administration of various activities intended to alleviate and reduce the prevalence of homelessness in the Kent County area, which includes the City of Wyoming. The City desires to provide funding to Family Promise of Grand Rapids to provide Re-Housing Financial Assistance for low and moderate income families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low and moderate income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Annual Action Plan 2022-2023, which identifies these needs as a high priority, and approved in the 2022-2023 budget \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services to support Family Promise of Grand Rapids.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between Family Promise of Grand Rapids for these purposes, and the City Council has approved funding in the 2022-2023 CDBG budget.

The budget accounts are:

256-400-69223-956.311 Other Services Family Promise Rehousing

256-400-69223-956.312 Other Services Family Promise Stabilization

ATTACHMENTS:

Resolution

Agreement

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
FAMILY PROMISE OF GRAND RAPIDS**

This Subrecipient Contract is made as of June _____, 2022 to be effective from July 1, 2022, through June 30, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509-0905 (**City**), and **Family Promise of Grand Rapids**, a Michigan nonprofit corporation of 516 Cherry Street, SE, Grand Rapids Michigan, 49503 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD) and supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- B. City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
- C. City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low and moderate income Wyoming families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low and moderate income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.

Terms and Conditions

Now, therefore, the parties agree:

1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide:

- A. Re-Housing Financial Assistance for low- and moderate- income Wyoming families moving out of homelessness and into stabilized housing, for the purpose of preventing homelessness and providing decent affordable housing.
- B. Re-Housing Stabilization Services for low- and moderate- income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- A. Re-Housing Financial Assistance: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low- and moderate-income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of \$5,000.00 per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed \$30,000.00.
- B. Re-Housing Stabilization Services: The Subrecipient will use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low- and moderate-income Wyoming families with support services to help maintain permanent housing and build assets to support self-sufficiency. A maximum of

\$2,000.00 per household may be provided for these services for up to nine months, with the total amount expended not to exceed \$20,000.00.

C. The Subrecipient will determine eligible households to be low income at or below 50% of the Area Median Income or moderate income between 50% - 80% of Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.

D. The Subrecipient will invoice separately and collect from the City a maximum total of \$30,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and a maximum total of \$20,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services.

E. The Subrecipient, with each invoice it submits to the City, shall provide a written status report, in formats approved by the City, on the progress being made in providing this assistance.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2022, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2023.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$30,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and \$20,000.00 from July 1, 2022, to June 30, 2023, based upon actual expenses incurred and in accordance with the following schedule:

1. Subrecipient will expend funds on a monthly reimbursable basis.
2. Consistent with City's fiscal year, the Subrecipient must submit its June 2022 invoice not later than July 14, 2023, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2022, through June 30, 2023. Final invoices for reimbursement for the completed contract period ending June 30, 2023, must be submitted to City with all necessary supporting documentation not later than July 14, 2023.
3. If Subrecipient incurs no expenses for the fiscal year reporting period ending June 30, 2023, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.
4. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2023, by July 14, 2023, will result in the loss of funding for those expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services.

C. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant Fund in support of its rental assistance program. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. 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.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.

3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such

losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must 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 Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 14, 2023.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2023, and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient's single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Family Promise of Grand Rapids

Subrecipient's Unique Entity Identifier – FJCEZ9454PM4

City Federal Award Identification Number – B22MC260020

City Federal Award Date – July 1, 2022

Subaward Period of Performance Start & End Date – July 1, 2022 - June 30, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity –

\$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Federal Award Project Description –

Re-Housing Financial Assistance, administered by Family Promise of Grand Rapids: Wyoming low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Re-Housing Stabilization Services, administered by Family Promise of Grand Rapids: Wyoming low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4 Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and

2. Permit City or City's designated representatives 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

3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their 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.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. 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 will be used for any partisan

political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

B. Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975 and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law.

A. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis-Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

B. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of 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 a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and

state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

FAMILY PROMISE

By: _____
Jack A. Poll, Mayor

By: _____
Cheryl Schuch, CEO

Date signed: _____, 2022

Date signed: _____, 2022

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2022

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF WYOMING AND THE SALVATION ARMY
SOCIAL SERVICES OF KENT COUNTY

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the numbers of people and families experiencing homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan to reduce the number of people and families experiencing homelessness and to address the need for affordable housing.
3. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide low and moderate income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.
4. In its 2022-2023 budget, the City of Wyoming has approved funding The Salvation Army Social Services of Kent County in an amount not to exceed \$20,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and The Salvation Army Social Services of Kent County.
2. The Wyoming City Council authorizes the Mayor, City Clerk and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 26, 2022

Subject: The Salvation Army Social Services of Kent County 2022-2023 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Victoria Arnold, Executive Director; Bramwell Higgins, Secretary - The Salvation Army Social Services

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with The Salvation Army Social Services of Kent County related to Community Development Block Grant (CDBG) funding in the amount of \$20,000 for short-term rental assistance as a means to prevent homelessness and provide decent affordable housing.

COMMUNITY, SAFETY, STEWARDSHIP:

The Salvation Army Social Services of Kent County supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide homeless prevention assistance for low and moderate income families living in the City of Wyoming to allow households to remain in their rental unit and maintain housing stability.

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2022-2023, which identifies these needs as a high priority, and approved \$20,000 in the 2022-2023 budget to support The Salvation Army Social Services of Kent County.

The Salvation Army Social Services of Kent County shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low and moderate income Wyoming families pending eviction, or a reasonable risk of being evicted, with short-term rental assistance. These funds assist families who are at risk of becoming homeless.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the City and The Salvation Army Social Services of Kent County for these purposes. Council has approved funding in the 2022-2023 CDBG budget, not to exceed \$20,000, for this purpose.

The budget account number is: 256-400-69223-956.308.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING
AND
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY
JULY 1, 2022 THROUGH JUNE 30, 2023**

This Subrecipient Contract is made as of June _____, 2022 to be effective from July 1, 2022 through June 30, 2023 between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509-0905 (City), and Kent County Salvation Army, a Michigan nonprofit corporation of 1215 E. Fulton St., Grand Rapids Michigan, 49503 (Subrecipient).

RECITALS

- A. City is a subrecipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD) and supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- B. City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
- C. City desires to provide funding to the Subrecipient to provide homeless prevention assistance for low and moderate income persons or families living in the city of Wyoming to allow households to remain in their rental unit and maintain housing stability.

Terms and Conditions

Now, therefore, the parties agree:

- 1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide low and moderate income persons or families residing in the City of Wyoming at risk of housing loss through a pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an eviction, with short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.
- 2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:
 - A. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low and moderate income Wyoming persons or families pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an eviction, including eviction from emergency shelter hotel stay, with short-term rental assistance. A maximum of \$2,000.00 per household may be provided for short-term rental assistance for not more than three (3) consecutive months, with the total amount expended not to exceed \$20,000.00.
 - B. The Subrecipient shall determine eligible households to be low income at or below 50% of the Area Median Income (AMI) or moderate income between 50% and 80% of AMI and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities,

determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.

C. The Subrecipient will invoice and collect from the City a maximum total of \$20,000.00 to be used to reimburse the Subrecipient the cost of providing short-term rental assistance, including rental assistance for emergency shelter in hotels, to low and moderate income Wyoming persons or families pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an eviction.

D. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2022, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2023.

4. Compensation and Method of Payment.

A. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of \$20,000.00 in accordance with the following schedule:

1. The Subrecipient agrees to expend the funds on a monthly reimbursable basis.

2. Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 14, 2023.

3. If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2023, which shall be limited to 14 days (July 14, 2023).

4. Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2023, by July 14, 2023, shall result in loss of funding for said expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of \$20,000.00.

C. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

5. Financial Transparency. The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Fund in support of its short-term rental assistance program. Such disclosure shall be posted on the Subrecipient's website during the terms of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. 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 29.

7. Finance Procedures. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient 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.

A. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.

B. 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.

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

9. Contract Modifications. The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient 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 Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

A. Breach of Contract. The failure of the Subrecipient 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. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.

3. If Subrecipient 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 Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due

Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must 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 Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 14, 2023.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2023 and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient's single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Salvation Army Social Services of Kent County

Subrecipient's Unique Entity Identifier – DUNS 12562-4804

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2022

Subaward Period of Performance Start & End Date – July 1, 2022-June 30, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$20,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$20,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$20,000.00

Federal Award Project Description – Subsistence Payments, administered by The Salvation Army Social Services: Wyoming low and moderate income persons pending eviction have the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4 Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City or City's designated representatives 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
3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their 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.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. 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 will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.
4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

- B. Endorsements must be obtained to provide such coverage.
- C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the

employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement. That plan is available on the City of Wyoming website at www.wyomingmi.gov.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law.

A. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

B. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of 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 a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any

condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

THE SALVATION ARMY

By: _____
Jack A. Poll, Mayor

By : _____
Bramwell Higgins, Secretary

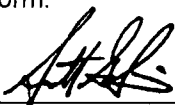
Date signed: _____, 2022

Date signed: _____, 2022

By: _____
Kelli A. Vandenberg, Clerk

Date signed: _____, 2022

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH ICCF COMMUNITY HOMES, INC.

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to ICCF Community Homes, Inc. to provide Re-Housing Financial Assistance for low-income families move out of homelessness and into stabilized housing by providing them with short-term rental assistance.
4. In its 2022-2023 budget, the City of Wyoming has approved funding the Inner City Christian Federation in an amount not to exceed \$11,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and ICCF Community Homes, Inc.
2. The Wyoming City Council authorizes the Mayor, City Clerk and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 26, 2022

Subject: Inner City Christian Federation 2022-2023 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Ryan VerWys, President & CEO, ICCF Community Homes

Meeting Date: June 6, 2022

RECOMMENDATION:

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2022-2023 budget process of the City Council, it is recommended the City Council enter into the attached contract with the ICCF Community Homes in an amount not to exceed of \$11,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The City has identified as a high priority in the 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing. Providing funding for short-term rental assistance to Wyoming families moving out of homelessness and into stabilized housing helps to address these priorities.

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments.

The ICCF Community Homes shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low-income Wyoming families move out of homelessness by providing them with short-term rental assistance. These funds assist families by providing stabilized housing.

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized CDBG funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Annual Action Plan 2022-2023, which identifies these needs as a high priority, and approved \$11,000 in the 2022-2023 budget to support ICCF Community Homes.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the City and ICCF Community Homes for these purposes. The City Council has approved funding in the 2022-2023 CDBG budget in an amount not to exceed \$11,000, for this purpose.

The budget account number is: 256-400-69223-956.310

ATTACHMENTS:

Resolution
Agreement

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
ICCF COMMUNITY HOMES**

This Subrecipient Contract is made as of June _____, 2022 to be effective from July 1, 2022, through June 30, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509-0905 (**City**), and ICCF Community Homes, a Michigan nonprofit corporation of 415 Martin Luther King Jr St. SE, Grand Rapids, MI 49507 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), and supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- B. City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness and the need for affordable housing.
- C. City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low and moderate income Wyoming families moving out of homelessness and into stabilized housing.

Terms and Conditions

Now, therefore, the parties agree:

- 1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide Re-Housing Financial Assistance to low-income Wyoming families who are moving out of homelessness and into stabilized housing with short-term rental assistance, for the purpose of preventing homelessness and providing decent affordable housing.
- 2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:
 - A. The Subrecipient will determine eligible households to be low income at or below 50% of the Area Median Income or moderate income between 50% - 80% of Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
 - B. The Subrecipient will invoice separately and collect from the City a maximum total of \$10,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance.
 - C. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.
- 3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2022, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2023.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$11,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance based upon actual expenses incurred and in accordance with the following schedule:

1. Subrecipient will expend funds on a monthly reimbursable basis, or as mutually agreed in writing between City's Director of Community Services and Subrecipient's Executive Director, but not less than quarterly.
2. Consistent with City's fiscal year, the Subrecipient must submit its June 2022 invoice not later than July 14, 2023, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2022 through June 30, 2023. Final invoices for reimbursement for the completed contract period ending June 30, 2023, must be submitted to City with all necessary supporting documentation not later than July 14, 2023.
3. If Subrecipient incurs no expenses for the fiscal year reporting period ending July 30, 2022, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.
4. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2023 by July 14, 2023 will result in the loss of funding for those expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$11,000 for Re-Housing Financial Assistance.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant Fund in support of its rental assistance program. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. 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.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.
2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.
3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:
 - a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and
 - b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.
2. Nothing in this Contract:
 - a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or
 - b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.
3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must 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 Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may

subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 14, 2023.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2023 and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – ICCF Community Homes

Subrecipient's Unique Entity Identifier – KKR7LZ6X74R3

City Federal Award Identification Number – B22MC260020

City Federal Award Date – July 1, 2022

Subaward Period of Performance Start & End Date – July 1, 2022-June 30, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$11,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$11,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$11,000.00

Federal Award Project Description – Re-Housing Financial Assistance, administered by the ICCF Community Homes: Wyoming low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of

Wyoming/CommunityDevelopment Department; Unique Entity Identifier QHVEK7M73QS4 Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City or City's designated representatives 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
3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their 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.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. 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 will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear. Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement. That plan is available on the City of Wyoming website at www.wyomingmi.gov.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain

compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of 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 a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

ICCF COMMUNITY HOMES

By: _____
Jack A. Poll, Mayor

By: _____
Ryan VerWys, President & CEO

Date signed: _____, 2022

Date signed: _____, 2022

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Jamecia Adams, Board Chair

Date signed: _____, 2022

Date signed: _____, 2022

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WYOMING AND THE HEART OF WEST MICHIGAN UNITED WAY FOR ADMINISTRATION OF THE KENT COUNTY/GRAND RAPIDS/WYOMING REGIONS CONTINUUM OF CARE

WHEREAS:

1. The City of Wyoming has experienced an increase in the number of homeless camps and persons who are experiencing homelessness over the course of the last ten years.
2. The U.S. Department of Housing and Urban Development (HUD) allows the use of Community Development Block Grant (CDBG) funds to support programs that seek to address needs associated with persons and families that are homeless or at risk of being homeless.
3. In its 2022-2023 budget, the City of Wyoming has approved funding the area's Continuum of Care (CoC) administration, which also serves as the Coalition to End Homelessness, in an amount not to exceed \$5,000.
4. The Kent County/Grand Rapids/Wyoming regions CoC is administered by the Heart of West Michigan United Way.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and Heart of West Michigan United Way. The Wyoming City Council authorizes the Mayor, City Clerk and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Agreement
Staff Report

Resolution No. _____

STAFF REPORT

Date: May 26, 2022

Subject: United Way Subrecipient Agreement per the Administration of Continuum of Care/Coalition to End Homelessness

From: Rebecca Rynbrandt, Director of Community Services

Cc: Michelle VanDyke, President/CEO, United Way

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council enter into an agreement with the Heart of West Michigan United Way (United Way) to provide \$5,000 in Community Development Block Grant (CDBG) support of administrative services for the Kent County/Grand Rapids/Wyoming region's Continuum of Care (CoC) which also serves as the area's Coalition to End Homelessness.

COMMUNITY, SAFETY, STEWARDSHIP:

The CoC is a body required by HUD to ascertain needs represented throughout Kent County, including the City of Wyoming, related to persons and families who are homeless or at risk of becoming homeless. The CoC works to increase the supply of decent, safe, emergency shelter, transitional housing, and affordable housing for those who are homeless or at risk of becoming homeless. The CoC works to expand the capacity of nonprofits in meeting the needs of persons who are homeless, while strengthening and leveraging private sector partnerships between the state and local governments to provide housing and other necessary programs to address the needs of persons and families who are homeless or at risk of becoming homeless.

DISCUSSION:

The federal government, recognizing the growing trend of homelessness, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. Over the years the City of Wyoming has seen an increase in reported cases of panhandling, homeless camps, and persons who are homeless. Support of the CoC has been identified in the CDBG Action Plan as a priority, and \$5,000 has been approved in the 2021-2022 budget to support the administration of the CoC.

BUDGET IMPACT:

Per HUD regulation, a sub-recipient agreement is required between the City and United Way for these purposes. Council has approved funding in the 2022-2023 CDBG budget, not to exceed \$5,000, for this purpose.

ATTACHMENTS:

Resolution
Agreement

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
HEART OF WEST MICHIGAN UNITED WAY**

This Subrecipient Contract is made as of June _____, 2022 to be effective from July 1, 2022, through June 30, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509-0905 (**City**), and **Heart of West Michigan United Way**, a Michigan nonprofit corporation of 118 Commerce St. SW, Grand Rapids Michigan, 49503 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD) and supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- B. City also supports the administration of services to its homeless population through Subrecipient.
- C. City and area nonprofit agencies obtain resources to address the needs of homeless persons and families from HUD by submitting funding applications through the Subrecipient in response to Notices of Funding Availability published by HUD.
- D. HUD requires that such funding applications contain a "Continuum of Care" strategy setting forth the needs and related priorities for the use of funds to address homelessness in Kent County, which includes the City of Wyoming.
- E. City desires to provide partial funding to the Subrecipient for a position, created by and housed at United Way, whose sole responsibility will be to provide the coordination and consultation necessary to develop and prepare the annual Continuum of Care strategy, required to obtain HUD funding needed to address community needs serving people and families who are homeless, in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City.

Terms and Conditions

Now, therefore, the parties agree:

- 1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to reduce the number of persons and families who are homeless by providing funding to Subrecipient to annually develop and prepare the Continuum of Care strategy required to obtain HUD funding.
- 2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:
 - a. The Subrecipient may use a portion of the funds allocated to it by the City for the cost of providing the immediate supervision, coordination and consultation needed to develop, prepare and implement a Continuum of Care strategy, which is necessary to obtain funding from HUD to address the community needs related to service persons and families who are homeless in the Kent County area, which includes the City of Wyoming.

b. The Subrecipient will invoice and collect from the City a maximum total of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00) to be used to reimburse the Subrecipient the cost of providing the coordination and consultation needed to develop and write a Continuum of Care strategy.

c. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made to develop the Continuum of Care strategy.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2022, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2023.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$5,000.00 to be used for Continuum of Care activities according to the following schedule:

1. Subrecipient will invoice City on a quarterly basis.

2. Consistent with City's fiscal year, the Subrecipient must submit its final 2022-2023 invoice not later than July 14, 2023, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2022, through June 30, 2023. Final invoices for reimbursement for the completed contract period ending June 30, 2023, must be submitted to City with all necessary supporting documentation not later than July 14, 2023.

3. The last installment shall only be payable after the Continuum of Care strategy is completed and submitted to HUD by the application deadline established by HUD.

4. If Subrecipient incurs no expenses for the fiscal year reporting period ending June 30, 2022, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.

5. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2023, by July 14, 2023, will result in the loss of funding for those expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$5,000.

C. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant Fund in support of the prevention of homelessness. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. 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.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.

2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.

3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and

b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.

2. Nothing in this Contract:

a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or

b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.

3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

- A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must 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 Subrecipient must conform to regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- B. Subrecipient must follow Subrecipient’s own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.
- D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 14, 2023.
- E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2023, and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient’s single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Heart of West Michigan United Way

Subrecipient’s Unique Entity Identifier – MDKNHGACNNS8

City Federal Award Identification Number – B22MC260020

City Federal Award Date – July 1, 2022

Subaward Period of Performance Start & End Date – July 1, 2022 - June 30, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$5,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$5,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$5,000.00.

Federal Award Project Description –

United Way – HUD Continuum of Care Administration: Wyoming residents have affordable administration of programs for the purpose of preventing homelessness and providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban

Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4 Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred, or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City or City's designated representatives 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
3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy

in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their 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.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. 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 will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against

City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law.

A. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis-Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

B. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of 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 a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for

any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

HEART OF WEST MICHIGAN UNITED WAY

By: _____
Jack A. Poll, Mayor

By: _____
Michelle VanDyke, President/CEO

Date signed: _____, 2022

Date signed: _____, 2022

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Gail Montgomery, Vice President of Finance

Date signed: _____, 2022

Date signed: _____, 2022

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH CATHOLIC CHARITIES WEST MICHIGAN

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the numbers of people and families experiencing homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan to provide supportive and community services to low and moderate income residents of the City, including mental health services.
3. The City desires to provide funding to Catholic Charities West Michigan to provide domestic violence counseling services to low and moderate income individuals to reduce recidivism and contribute to increased overall community safety.
4. In its 2022-2023 budget, the City of Wyoming has approved funding for Catholic Charities West Michigan in the amount of \$7,000.00 for domestic violence counseling services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and Catholic Charities West Michigan.
2. The Wyoming City Council authorizes the Mayor, City Clerk and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 24, 2022

Subject: Catholic Charities West Michigan 2022-2023 Community Development Block Grant Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: David Bellamy, Executive Director, Catholic Charities West Michigan

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with Catholic Charities West Michigan related to Community Development Block Grant (CDBG) funding for Domestic Violence Counseling Services in the amount of \$7,000 to provide public services, including those which alleviate and reduce the problems associated with limited access to domestic violence treatment programming to reduce recidivism and decrease violent crime in the City of Wyoming. The agreement is effective July 1, 2022.

COMMUNITY, SAFETY, STEWARDSHIP:

Catholic Charities West Michigan provides mental health, substance abuse and domestic violence support services to residents of the Kent County area, which includes the City of Wyoming, to alleviate and reduce the prevalence of mental health struggles for its clients. The City desires to provide funding to Catholic Charities West Michigan to provide Domestic Violence Counseling Services to low and moderate income persons in order to reduce recidivism and increase overall community safety.

DISCUSSION:

The federal government has emphasized the importance of the use of Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Annual Action Plan 2022-2023, which identifies public service needs as a high priority, and approved in the 2022-2023 budget \$7,000.00 for Domestic Violence Counseling Services to be provided by Catholic Charities West Michigan.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between Catholic Charities West Michigan for these purposes, and the City Council has approved this funding in the 2022-2023 CDBG budget.

The budget account is: 256-400-69223-956.315 Other Services Catholic Charities West Michigan

ATTACHMENTS:

Resolution
Agreement

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
CATHOLIC CHARITIES WEST MICHIGAN**

This Subrecipient Contract is made as of June _____, 2022 to be effective from July 1, 2022 through June 30, 2023 between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509-0905 (**City**), and Catholic Charities West Michigan, a Michigan nonprofit corporation of 360 Ave S Ste A, Grand Rapids Michigan, 49503-4501 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD) and supports the administration of various activities intended to provide public services, including those which alleviate and reduce the problems associated with limited access to domestic violence treatment programming to reduce recidivism and decrease violent crime in the City of Wyoming.
- B. City has identified as a high priority in its 2022-2026 City of Wyoming Consolidated Housing and Community Development Plan for public supportive services.
- C. City desires to provide funding to the Subrecipient to provide domestic violence counseling services to low and moderate income residents of the City with domestic violence convictions to reduce the rate of recidivism, and to create a safer living environment.

Terms and Conditions

Now, therefore, the parties agree:

- 1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide:
 - A. Domestic Violence Counseling Services to low- and moderate- income residents of the City with domestic violence convictions for the purpose of reducing recidivism, and to create a safer living environment.
- 2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:
 - A. Domestic Violence Counseling Services to low- and moderate- income residents of the City with domestic violence convictions for the purpose of reducing recidivism, stabilize housing and create a safer living environment.
 - B. The Subrecipient will determine eligible individuals based upon residency of the City and to be low income at or below 50% of the Area Median Income or moderate income between 50% - 80% of Area Median Income. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities.
 - C. The Subrecipient will invoice separately and collect from the City a maximum total of \$7,000.00 to be used to reimburse the Subrecipient the cost of providing Domestic Violence Counseling Services.
 - D. The Subrecipient, with each invoice it submits to the City, shall provide a written status report, in formats approved by the City, on the progress being made in providing this assistance.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2022, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2023.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$7,000.00 to be used to reimburse the Subrecipient the cost of providing Domestic Violence Counseling Services from July 1, 2022 to June 30, 2023, based upon actual expenses incurred and in accordance with the following schedule:

1. Subrecipient will expend and invoice funds on a monthly reimbursable basis.

2. Consistent with City's fiscal year, the Subrecipient must submit its June 2023 invoice not later than July 14, 2023, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2022 through June 30, 2023. Final invoices for reimbursement for the completed contract period ending June 30, 2023, must be submitted to City with all necessary supporting documentation not later than July 14, 2023.

3. If Subrecipient incurs no expenses for the fiscal year reporting period ending June 30, 2023, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.

4. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2023 by July 14, 2023 will result in the loss of funding for those expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$7,000 for Domestic Violence Counseling Services.

C. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant Fund in support of its program. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. 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.

8. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.
2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.
3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:
 - a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and
 - b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.
2. Nothing in this Contract:
 - a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or
 - b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.
3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must 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 Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each individual served which include name, address, income eligibility, sex, race, disability status, and age of head of household. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 14, 2023.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2023 and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

F. The City, as a pass-through entity for federal awards, is providing the following Catalog of Federal Domestic Assistance (CFDA) information to the Subrecipient to be used for Subrecipient's single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Catholic Charities West Michigan

Subrecipient's Unique Entity Identifier – ESRTB2X2JTS8

City Federal Award Identification Number – B22MC260020

City Federal Award Date – July 1, 2022

Subaward Period of Performance Start & End Date – July 1, 2022 - June 30, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$7,000.00 for Domestic Violence Counseling Services.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$7,000.00 for Domestic Violence Counseling Services.

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$7,000.00 for Domestic Violence Counseling Services.

Federal Award Project Description – 14 Low- and moderate- income persons in the City of Wyoming will have access to domestic violence treatment programming to reduce recidivism and decrease violent crime.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; UEI QHVEK7M73QS4 Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

G. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred, or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

A. At any time during normal business hours and as often as City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City or City's designated representatives 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
3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their 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.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

18. 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 will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insureds on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

B. Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law.

A. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

B. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically.

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of 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 a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

CATHOLIC CHARITIES WEST MICHIGAN

By: _____
Jack A. Poll, Mayor

By: _____
Person

Date signed: _____, 2022

Date signed: _____, 2022

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Person

Date signed: _____, 2022

Date signed: _____, 2022

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR
FISCAL YEAR 2022-2023

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City by entering into an agreement with the Fair Housing Center of West Michigan to perform specific investigative, enforcement, and educational services in these regards.
2. The Fair Housing Center of West Michigan shall provide complaint assistance and investigation to obtain evidence of discriminatory housing practices and initiate appropriate enforcement action where such evidence exists.
3. The Fair Housing Center, in partnership with The Diatribe, will conduct a community outreach program to educate the public, including but not limited to children, concerning fair housing.
4. The Wyoming City Council has approved the 2022-2023 budget, which includes this service.
5. Funds shall be available in Account No. 256-400-69223-956.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Fair Housing Agreement

Resolution No. _____

STAFF REPORT

Date: May 9, 2022

Subject: Fair Housing Center – CDBG Funding Agreement FY 2022-2023

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Haynes, Fair Housing Center of West Michigan

Meeting Date: June 6, 2022

RECOMMENDATION:

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2022-2023 budget process of the City Council, it is recommended the City Council enter into the attached contract with the Fair Housing Center of West Michigan in an amount not to exceed of \$12,100.

COMMUNITY, SAFETY, STEWARDSHIP:

Funding shall work to ensure a variety of housing options are available throughout the community to residents and potential residents regardless of race, disability, familial status and any other protected class.

By ensuring non-discriminatory housing practices within the City of Wyoming, shelter may be obtained by all persons. Full occupancy of rental properties shall assist in the maintenance of property and commercial values. By being able to obtain housing pursuant to their income without limits related to discrimination, citizens shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. and/or enjoy housing based upon their personal preferences.

DISCUSSION:

The Wyoming City Council approved the Wyoming Annual Action Plan July 1, 2022 through June 30, 2023 on Monday, April 4, 2022. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes complaint assistance and investigation to obtain evidence of discriminatory housing practices and initiate appropriate enforcement action where such evidence exists. Additionally, the Fair Housing Center, in partnership with The Diatribe, will offer an in-school educational program for a high school classroom in a low/moderate income area in the City of Wyoming entitled "Writing to Right Wrongs". The curricula for this program will be interactive and will be social-justice and fair-housing themed for the purpose of enriching students and their

families' understanding of civil rights, while cultivating their creative writing and public speaking skills.

The City of Wyoming has maintained a long-standing relationship with the Fair Housing Center as no other contractor in this area provides similar services. To this end, no bids were solicited.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between Fair Housing Center of West Michigan for these purposes, and the City Council has approved funding in the 2022-2023 CDBG budget. The contract is in the amount (not to exceed) \$12,100.00. Sufficient funds are available in the activity account #256-400-69223-956.035.

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE FAIR HOUSING CENTER OF WEST MICHIGAN
JULY 1, 2022 THROUGH JUNE 30, 2023**

This Subrecipient Contract is made as of June _____, 2022, to be effective from July 1, 2022 through June 30, 2023 between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street, SW, Wyoming, Michigan, 49509-0905 (**City**), and the Fair Housing Center of West Michigan, a Michigan non-profit corporation, of 20 Hall Street SE, Grand Rapids, Michigan, 49507 (**Subrecipient**).

RECITALS

City wishes to promote and ensure that fair housing is available in HUD-designated low- and moderate-income (LMI) areas throughout the City. The Subrecipient was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Subrecipient will assist the City in promoting fair housing.

Terms and Conditions

Now, therefore, the parties agree:

1. Scope of Services. To accomplish the project objective defined in the Recitals section above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

A. Complaint Assistance/Investigation: The Subrecipient shall provide complaint investigation and determination services in response to allegations of housing discrimination within HUD-designated LMI areas throughout the City which the Subrecipient may receive, from any source, during the term of this Agreement.

1. The Subrecipient shall utilize, in their expert opinion, any and all necessary methods of acceptable investigation, testing, etc. practices to determine the merits of such complaints. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more complaints, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

2. The Subrecipient shall prioritize complaint-based investigations. Following the first quarter, the Subrecipient may implement non-complaint-based tests, systemic investigations, market reviews, case development, management and conciliation in order to detect and remove barriers to equal housing opportunity. The maximum number of systemic investigations shall be limited to four (4) during the term of this agreement. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more actions pursuant to this section, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

3. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$7,500.00 for complaint assistance/investigation/determination services.

B. Outreach and Education. The Subrecipient will conduct a community outreach program to educate the general public, including but not limited to children, concerning fair housing. These services cannot exceed \$4,600.00.

1. The Subrecipient, in partnership with The Diatribe, will offer an in-school educational program for a high school classroom in a low/moderate income area in the City of Wyoming entitled "Writing to Right

Wrongs". The curricula for this program will be interactive and will be social-justice and fair-housing themed for the purpose of enriching students and their families' understanding of civil rights, while cultivating their creative writing and public speaking skills. The curricula will include the following:

- a. Fair Housing and Civil Rights training sessions
- b. Community exploration of local neighborhood dynamics
- c. Interactive presentations and live slam poetry performances to measure comprehension and growth.
- d. Interactive partnership with students and their families

2. Outreach and educational activities shall be prioritized in the investment of The Diatribe in-school educational program as described in B. 1 above. If, for whatever reason, The Diatribe program is unable to be offered in whole or in part, general public outreach and education activities are allowable with the advance approval of the City.

3. All outreach and educational activities accomplished shall be documented in the mid and final reports.

4. The Subrecipient shall acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.

2. Time of Performance. The activities described in this Agreement are to begin on July 1, 2022 and are to be completed no later than June 30, 2023. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.

3. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this contract, up to \$12,100.00 for actual and reasonable expenses earned through June 30, 2023, with the final quarter payment request due by July 14, 2023. The Subrecipient shall submit itemized payment requests with all supporting documentation (payroll sheets, copies of checks, receipts, etc.) quarterly for reimbursement, but not less than twice per year, as follows:

1. Up to Seven Thousand Five Hundred dollars (\$7,500.00) for complaint assistance/investigation services as described herein.
2. Up to Four Thousand, Six Hundred (\$4,600.00) for speaker fees and training materials, education and outreach, as described herein.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$12,100 for fair housing activities as described in the scope of services.

C. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

4. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it has received funding from the City of Wyoming Community Development Block Grant Fund in support of fair housing. That disclosure shall be posted on the Subrecipient's website during the term of this agreement.

5. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 28.

6. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

A. Unearned payments under this Contract may be suspended by the City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.

B. 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.

7. Donations and Fees. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

8. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

9. Reports. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of the Subrecipient's activities in connection with this Agreement upon completion of the services. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records to this Contract, including financial records and accounts, for a period of six (6) years after receipt of final payment under this Contract.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.
2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.
3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:

- a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and
 - b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.
2. Nothing in this Contract:
- a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or
 - b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.
3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City, and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must 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 Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient shall maintain case files on each household served which include name, address, and 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 14, 2023:

1. An annual performance report, period ending June 30, 2023, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

2. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

12. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Fair Housing Center of West Michigan

Subrecipient's Unique Entity Identifier – FJCEZ9454PM4

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2022

Subaward Period of Performance Start & End Date – July 1, 2022-June 30, 2023

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$12,100.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$12,100.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$12,100.00

Federal Award Project Description – Fair Housing Services: Wyoming residents have access to fair housing complaint assistance/investigation and outreach/education services for the purpose of providing decent affordable housing.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4 Community Services Director Rebecca Rynbrandt (616) 261-3520

CFDA Number and Name – 14.218; Community Development Block Grants/Entitlement Grants; A-Formula Grants

Identification of whether the award is R & D (Research & Development) – No

Indirect Cost Rate for the Federal Award – Not to exceed 10% of the Subrecipient's MTDC (Modified Total Direct Costs), unless the Subrecipient supplies to the City confirmation of an approved federally negotiated indirect cost rate, to be attached to this agreement.

13. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred, or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

14. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If

any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records until all litigation, claims or audit findings involving the records have been resolved.

15. Audits and Inspections.

A. 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:

1. Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract.
2. Permit the City or its designated representatives 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.
3. Allow the City or its designated representatives to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.

B. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit report meeting the requirements of the regulations found at OMB 2 CFR 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.

D. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eight (180) days after the end of its fiscal year.

16. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (US Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

17. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their 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.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

18. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

19. 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 will be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or for information designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the City Council.

20. Independent Contractor. The Subrecipient shall perform the services as an independent contractor, and neither the Subrecipient nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.

21. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

22. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

23. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

A. 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subpart K of 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

C. Subpart J of 24CFR570.504, "Program Income."

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

24. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

1. Commercial general liability insurance to include coverage for premises/operations, products/completed operations, independent contractors, personal injury, and contractual liability. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence

Property Damage - \$1,000,000 per occurrence

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. Professional Liability- Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Contract and will remain effective for a period of three years after the date of final payment. Such coverage shall be endorsed to include any subcontractors hired by Subrecipient.

Minimum Limits:

\$1,000,000 per occurrence/\$1,000,000 annual aggregate

5. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insureds on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

25. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement. That plan is available on the City of Wyoming website at www.wyomingmi.gov.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant

contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

26. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.

27. Compliance with the Law.

A. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

C. It is expressly understood by and between the City and the Subrecipient that the Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from the City of Wyoming specifically. SAMs registry is required prior to commencing any activities under this contract.

28. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

29. Waiver. The failure of 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 a later breach of that contractual requirement or of the City's right of action for the breach of that term.

30. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

31. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

32. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

CITY OF WYOMING

FAIR HOUSING CENTER

By: _____
Jack A. Poll, Mayor

By: _____
Doretha Ardoin, President

Date signed: _____, 2022

Date signed: _____, 2022

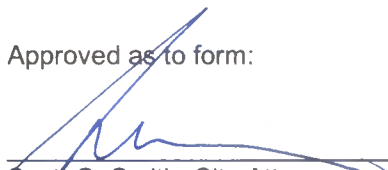
By: _____
Kelli A. VandenBerg, Clerk

By: _____
Nancy L. Haynes, Executive Director

Date signed: _____, 2022

Date signed: _____, 2022

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE CONSTRUCTION OF A NON-MOTORIZED TRAIL
AND RECONSTRUCTION OF PLASTER CREEK BOULEVARD
FROM BUCHANAN AVENUE TO DIVISION AVENUE

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to construct a new concrete non-motorized path and reconstruct Plaster Creek Boulevard in Wyoming, from Buchanan Avenue to Division Avenue.
2. Proposed improvements include the construction of a new non-motorized trail, storm sewer improvements, streetlighting improvements, concrete curb and gutter and full street improvements along Plaster Creek Boulevard from Buchanan Avenue to Division Avenue.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for each party.
4. The anticipated cost for Wyoming’s share, based upon the engineer’s estimate, is approximately \$873,300, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the construction of a new non-motorized trail and reconstruction of Plaster Creek Boulevard, from Buchanan Avenue to Division Avenue.
2. The City Council does hereby approve the attached budget amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Agreement

CITY OF WYOMING BUDGET AMENDMENT

Date: June 6, 2022

Budget Amendment No. 079

To the Wyoming City Council:

A budget amendment is requested to appropriate \$1,000,000 of additional budgetary authority to provide the necessary funds for the construction of a non-motorized path and reconstruction of Plaster Creek Boulevard from Buchanan Avenue to Division Avenue per the Michigan Department of Transportation cost sharing agreement.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Major Street Construction				
202-441-46300-972.502	1,727,429.98	1,000,000.00		2,727,429.98
Fund Balance/Working Capital (Fund 202)		<u>0.00</u>	<u>1,000,000.00</u>	

Recommended:

Jodi Yenchar
Finance Director

C. J. ...

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: May 26, 2022

Subject: Plaster Creek Boulevard – City/State Agreement

From: Russ Henckel, Assistant Director of Public Works - Engineering

Date of Meeting: June 6, 2022

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk execute a City-State Agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the construction of a non-motorized path and reconstruction of Plaster Creek Boulevard from Buchanan Avenue to Division Avenue. The City of Wyoming's estimated share of the project is \$873,300 plus engineering and testing.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive funding from MDOT for the construction of the new non-motorized path, extending the Plaster Creek Trail from Division Avenue to Buchanan Avenue in Wyoming. The project also includes reconstructing Plaster Creek Boulevard and providing full improvements in the area. The project will provide a scenic mode of travel for non-motorized users and add to the economic strength of our community.

DISCUSSION:

Attached is a City–State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the construction of a new non-motorized trail and the reconstruction of Plaster Creek Boulevard from Buchanan Avenue to Division Avenue in Wyoming. The Agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$1,258,300 project is \$873,300 plus other engineering costs to administer the project.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.502, but a budget amendment is necessary.

TAP

DA

Control Section	TAU 41000
Job Number	213133CON
Project	22A0368
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5088

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 21, 2022, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete non-motorized pathway, sidewalk and sidewalk ramp, retaining wall, guardrail, bridge railing and restoration along Plaster Creek Boulevard from Buchanan Avenue to Division Avenue, including permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along Plaster Creek Boulevard from Buchanan Avenue to just east of Division Avenue, including subbase, aggregate base, storm sewer, concrete non-motorized pathway, sidewalk and sidewalk ramp, retaining wall, curb and gutter, curb ramp, stairs, retaining wall, handrail, fencing, hydrant replacement and sanitary sewer, riprap, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:
 - A. At no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
 - B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
 - C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$385,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in

regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for

the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



March 21, 2022

EXHIBIT I

CONTROL SECTION TAU 41000
JOB NUMBER 213133CON
PROJECT 22A0368

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$601,000	\$657,300	\$1,258,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$601,000	\$657,300	\$1,258,300
Less Federal Funds*	<u>\$385,000</u>	<u>\$ 0</u>	<u>\$ 385,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$216,000	\$657,300	\$ 873,300

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXCECUTE A PERFORMANCE RESOLUTION FOR MUNICIPALITIES WITH THE
MICHIGAN DEPARTMENT OF TRANSPORTATION AS PART OF THE 54th STREET
(CLYDE PARK AVENUE TO US-131) AND MEIJER ENTRANCE DRIVE PROJECT

WHEREAS:

1. The Michigan Department of Transportation (MDOT) has submitted the following Performance Resolution for Municipalities for adoption as a permitting requirement for the 54th Street from Clyde Park Avenue to US-131, including a Meijer entrance drive project.
2. The Performance Resolution is required by MDOT for the purposes of issuing an Individual Permit for the use of State Highway right-of-way.
3. The permit allows the City of Wyoming to break limited access right-of-way and construct the entrance drive into Meijer as part of the 54th Street (Clyde Park Avenue to US-131) project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the Performance Resolution for Municipalities as part of the permit requirement for the 54th Street (Clyde Park Avenue to US-131) and Meijer entrance drive project.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

MDOT Performance Resolution for Municipalities

STAFF REPORT

Date: May 26, 2022

Subject: Michigan Department of Transportation Performance Resolution for Municipalities – 54th Street (Clyde Park Avenue to US-131) and Meijer Entrance Drive Project

From: Russ Henckel, Assistant Director of Public Works/Engineering

Meeting Date: June 6, 2022

RECOMMENDATION:

Staff recommends City Council authorize the Mayor and Clerk to execute a Michigan Department of Transportation (MDOT) Performance Resolution for Municipalities as a permit requirement for the 54th Street (Clyde Park Avenue to US-131) and Meijer entrance drive project.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will improve progression of vehicles along the 54th Street corridor and reduce delays west of US-131 by Meijer. The improvements will reduce pollution and vehicular delay and will improve safety and access to local businesses.

DISCUSSION:

In the current Grand Rapids Area Transportation Improvement Plan (TIP), the City of Wyoming was awarded funding to improve capacity of 54th Street, west of US-131. Improvements include relocating access to Meijer, extending turn lanes, adding capacity for MDOT's southbound off-ramp and other related improvements. The proposed Meijer entrance drive location requires breaking limited access right-of-way owned by MDOT. MDOT requires a permit allowing the break and additionally, requires municipalities adopt the Performance Resolution stipulating certain conditions.

BUDGET IMPACT:

There is no budget impact with this request.

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Russell Henckel, Assistant Director of Public Works - Engineering

Jeff Oonk, Senior Civil Engineer

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____

(Name of Board, etc.)

of the _____ of _____

(Name of MUNICIPALITY)

(County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed

Title

Print Signed Name

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM JND SNOWPLOWING FOR
SIDEWALK SNOWPLOWING AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AMENDMENT

WHEREAS:

1. On October 7, 2019, City Council adopted Resolution number 26515 awarding a three year bid for sidewalk snowplowing to JND Snowplowing Inc.
2. JND Snowplowing Inc. has submitted a proposal to extend their bid pricing with a 3% increase per season for an additional three years.
3. It is recommended the City Council accept the amendment.
4. It is estimated the City will spend the following amount per season:

2022-2023	\$428,886
2023-2024	\$441,732
2024-2025	\$454,984

5. Funds are available in the sidewalk fund account number 211-441-44200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal for sidewalk snowplowing from JND Snowplowing Inc.
2. The City Council does here authorize the Mayor and City Clerk to execute the amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

 Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
 Staff Report
 Proposals
 Amendment

Resolution No. _____

STAFF REPORT

Date: May 31, 2022

Subject: Sidewalk Snowplowing Bid Extension

From: Aaron Vis, Assistant Director of Public Works - Maintenance

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council extend the bid for Sidewalk Snowplowing to JND Snowplowing Inc., for fiscal years 2023, 2024 and 2025 at the seasonal rates shown on the attached contract. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The sidewalk snowplowing program ensures that all sidewalks and non-motorized trails in the City are open and passable within 24-hours of a snow event and provides a safe passage route for pedestrians in the winter.

DISCUSSION:

On Tuesday, September 24, 2019, the City received one bid for sidewalk snowplowing out of thirty-eight invitations to bid that were sent to prospective bidders. The bid was awarded to JND Snowplowing, Inc. on October 7, 2019. JND Snowplowing, Inc. has done an excellent job throughout the last three winter seasons and, since they were sole bidder in 2019, were asked to provide a price to extend the initial contract for one-, two- or three-year contract terms.

The one-year only contract rate for the winter of 2022-2023 is \$437,197. The two-year only contract rate is \$433,030 for the winter of 2022-2023 and \$450,3531 for the winter of 2023-2024. The three-year contract rate of sidewalk plowing for the winter of 2022 – 2023 is \$428,886; the seasonal rate for 2023 – 2024 is \$441,732; and the seasonal rate for 2024 – 2025 is \$454,984. If additional locations have been added the rate will be \$500 per ½ mile.

Based on these results, staff are recommending the City enter into a three-year contract term with JND Snowplowing, Inc., which is the most economical option offered. The 2022 – 2023 seasonal rate is an increase of 3% from the previous three-year bid, and each seasonal increase after that is also 3%. The contract includes the supervision, labor, equipment and traffic control required to snowplow approximately 393 miles of sidewalks and non-motorized trails.

For this next winter, this service will cost the average residential property owner \$12.79 in taxes. This is based on the 2022 average taxable residential property value of \$66,429 and the millage rate of 0.1926 mills.

BUDGET IMPACT:

Sufficient funds are available in the Sidewalk Fund Account 211-441-44200-930.000.

ATTACHMENTS:

Proposal
Amendment

JND Snowplowing INC
3560 Jefferson Ave
Wyoming, MI 49548

March 17, 2022

Joe Wahfield
City of Wyoming
Public Works Supervisor
2660 Burlingame Ave SW
Wyoming, MI 49509

Dear Joe Wahfield,

I am writing to let you know we would like to extend our existing sidewalk snowplowing contract for an additional three years (years 2022-2025). With our existing 3% increase per year the annual dollar amounts for this extension would be as follows:

2022-23 season: \$428,866

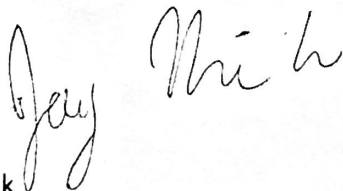
2023-24 season: \$441,732

2024-25 season: \$454,984

As our existing contract states, if any sidewalks are added these prices would increase by \$500/half mile.

I look forward to the opportunity to continue working with you.

Sincerely,



Jay Niewiek
President of JND Snowplowing INC.
616-617-0729
Jay@JNDSnowplowing.com

2ND AMENDMENT TO JND SNOWPLOWING CONTRACT

This 2nd Amendment to JND Snowplowing, Inc. Contract (**2nd Amendment**), is made as of March 17, 2022, to amend the Sidewalk Snowplowing 2019-2022 contract dated September 23, 2019 (the "**Contract**") between ("**City**") means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509 and ("**Contractor**") means JND Snowplowing, Inc., a Michigan corporation of 3560 Jefferson Ave, Wyoming, MI 49548.

BACKGROUND

The Contractor has a sidewalk snowplowing contract with the City through the 2022 snow season.

AMENDMENT

1. The City will extend the Contract with the Contractor through the 2025 winter season in accordance with the pricing attached in the March 17, 2022 proposal letter.
2. This proposal includes sidewalk mileage of 393.9.
3. All other terms of the Contract will remain unmodified and in full effect.

The parties have signed this 2nd Amendment as of the date first written above.

CITY OF WYOMING

JND SNOWPLOWING, INC.

By: _____
Jack A. Poll, Mayor

By: Jay Niewiek
Jay Niewiek, President

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: May 2, 2022

Date signed: _____, 2022

Approved as to form:
[Signature]
Scott G. Smith, City Attorney

JND Snowplowing INC
3560 Jefferson Ave
Wyoming, MI 49548

May 23, 2022

Joe Wahfield
City of Wyoming
Public Works Supervisor
2660 Burlingame Ave SW
Wyoming, MI 49509

Dear Joe Wahfield,

I am writing to let you know we would like to extend our existing sidewalk snowplowing contract for an additional two years (years 2022-2024). The annual amounts for this extension would be as follows:

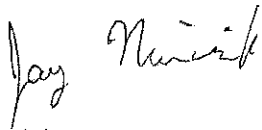
2022-23 season: \$433,030

2023-24 season: \$450,351

As our existing contract states, if any sidewalks are added these prices would increase by \$500/half mile.

I look forward to the opportunity to continue working with you.

Sincerely,



Jay Niewiek
President of JND Snowplowing INC.
616-617-0729
Jay@JNDSnowplowing.com

JND Snowplowing INC
3560 Jefferson Ave
Wyoming, MI 49548

May 23, 2022

Joe Wahfield
City of Wyoming
Public Works Supervisor
2660 Burlingame Ave SW
Wyoming, MI 49509

Dear Joe Wahfield,

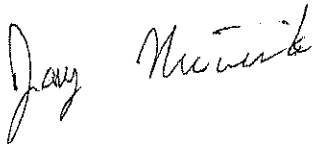
I am writing to let you know we would like to extend our existing sidewalk snowplowing contract for an additional years (years 2022-2023). The annual amount for this extension would be as follows:

2022-23 season: \$437,194

As our existing contract states, if any sidewalks are added these prices would increase by \$500/half mile.

I look forward to the opportunity to continue working with you.

Sincerely,



Jay Niewiek
President of JND Snowplowing INC.
616-617-0729
Jay@JNDSnowplowing.com

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE ACCEPTANCE OF A QUOTE FROM MIDWEST EMPLOYERS CASUALTY FOR WORKERS COMPENSATION EXCESS LIABILITY COVERAGE

WHEREAS:

1. As detailed in the attached staff report, quotes were requested for excess liability coverage for workers' compensation.
2. The City Manager authorized the acceptance of the lone quotation received from Midwest Employers Casualty.
3. It is recommended the City Council concur with the acceptance of the quotation from Midwest Employers Casualty for worker's compensation excess liability insurance coverage.
4. It is also recommended the City Council authorize the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.
5. Funds are available in the 682-000-96500-911.100 account.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the acceptance of the quote from Midwest Employers Casualty for worker's compensation excess liability insurance coverage.
2. The City Council authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

ATTACHMENTS:
Staff Report
Quote
Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 31, 2022
Subject: Excess Workers' Compensation Insurance Renewal
From: Emily Vande Griend, Senior Human Resources Specialist
Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended City Council concur with the acceptance of the quotation from Midwest Employers Casualty for worker's compensation excess liability insurance coverage.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's workers' compensation system is self-funded, and the State of Michigan requires that all self-funded systems hold excess liability insurance coverage in the case that a work-related injury or illness incurs high-cost claims.

Holding excess liability insurance coverage is required by law, and it provides safeguards for the City if a high-cost claim would occur.

DISCUSSION:

Lighthouse Group contacted carriers for the City's worker's compensation excess liability insurance renewal. Of all the carriers contacted, Midwest Employers Casualty was the only carrier that quoted this coverage; all other carriers declined to quote.

Although Lighthouse representatives requested quotes early, carriers have been increasingly hesitant to provide quotes more than 30 days before effective dates of new or renewed policies. Lighthouse received the lone quote on Thursday, May 26, 2022, and the City was required to provide the renewal quote to the State of Michigan before June 1. Lighthouse and Human Resources have reviewed the quote and recommended the City Manager accept.

The following is a summary of the Midwest Employers Casualty Company Quotation:

FY 2022-2023:	one year agreement
Annual estimated premium:	\$74,998

At this time, there is no service agreement to sign; however, if Midwest wishes to sign a service agreement with the City of Wyoming, Human Resources will work with the City Attorney's Office to ensure their review prior to signing.

BUDGET IMPACT:

Funds for the worker's compensation excess liability insurance coverage are budgeted in the City's workers' compensation insurance fund 682-000-96500-911.100.

Workers Compensation

LOCATIONS

Address
1155 28 th Street SW, Wyoming, MI 49509

PART 1 WORKERS COMPENSATION STATE INFORMATION

State
MI

PART 2 EMPLOYERS LIABILITY INFORMATION

Coverage	Limit
Employers Liability	1,000,000
Retention	500,000
Specific Retention 7704	750,000
Specific Retention 7720	750,000
Length of Policy (years)	1

RATING INFORMATION

State	Class Code	Categories, Duties, Classifications	Exposure
MI	5509	Street and Road Maintenance	3,258,912
MI	7520	Waterworks Operation	1,797,923
MI	7580	Sewage Disposal Plant Oper	1,964,034
MI	7704	Firefighters & Drivers	2,281,264
MI	7720	Police Officers & Drivers	7,879,655
MI	8395	Automobile Repair Facility	273,377
MI	8810	Clerical Office or Libraries	5,919,365
MI	9015	Buildings	566,658
MI	9102	Park NOC-All Employees	1,920,192
MI	9410	Municipal Employee NOC	1,077,426
Annual Estimated Premium			\$74,998

Premium Summary

Coverage	Carrier	Expiring Premium	Renewal Premium
Workers Compensation	Midwest Employers	\$64,076	\$74,998

All quoted premiums are annual estimates.

Underwriting Notes

- Midwest advised that they have been making stronger changes for municipality accounts with police and fire. With the exposures they are facing, the current SIR of \$500K does not provide the same comfort level as it has in the past. Midwest is increasing the SIR for the 7720 and 7704 class code to \$750K.

Markets Approached

- York-Only writes coverage with MidWest
- US Specialty-will not write police and fire



**Excess Workers Compensation
Quotation Sheet**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2022

Insured: City of Wyoming
Policy #: EWC009288

Quote Date: 05/24/2022
Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS				
Named States	MI				
SPECIFIC:					
Specific Limit	STATUTORY				
Specific Retention	\$500,000				
Specific Retention - 7704 MI	\$750,000				
Specific Retention - 7720 MI	\$750,000				
EMPLOYERS LIABILITY:					
Employers Liability Limit	\$1,000,000				
Employers Liability Retention	See Specific				
AGGREGATE:					
Aggregate Limit	NA				
Aggregate Retention	NA				
Estimated Aggregate Retention	NA				
Minimum Aggregate Retention	NA				
RATING BASE:					
Est. Annual Payroll	\$26,938,806				
Est. Annual Manual Premium	\$386,920				
Length of Policy (Years)	1.000000				
Est. Policy Normal Premium	\$386,920				
Rate per \$100 of Payroll	0.2784				
PREMIUM:					
Total Est Policy Prd Premium (including Flat Charges)	\$74,998				
Policy Minimum Premium	\$67,498				
Deposit Premium	\$74,998				
Deposit Flat Charge(s)	NA				
Total Deposit Due	\$74,998				
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$2,250				
Commission	9%				

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.



**Endorsement Schedule
Quotation**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2022

Insured: City of Wyoming
Policy #: EWC009288

Quote Date: 05/24/2022
Quote Expiration Date: 60 Days

Quote Option(s) 0240662 Include(s) the following Endorsements:

CMB-1	Amendment to Schedule Item 1
CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-199	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-MI	Michigan

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is shown below, and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	<u>0240662</u>
TRIA Charge:	\$2,250
	<u> </u>

Name of Insurer: Midwest Employers Casualty Company

Name of Insured: City of Wyoming



Endorsement Effective:

Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 1

Schedule Item 1 is amended to read as follows:

1. Insured:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:
(a) Experience Modification Factor:
(b) Other Modification Factor:
Normal Premium:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 6

Schedule Item 6 is amended to read as follows:

6. Specific Retention:

Classification	Specific Retention
All Other	

The term "All Other" refers to any class code on the Policy which is not specifically named above.

If an accident involves multiple Employees in separate classifications with different Specific Retentions, then the greatest of the Specific Retentions will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Michigan Endorsement

This endorsement applies only to coverage provided by this Policy because Michigan is named in Item 3 of the Schedule Page.

Section A. Self-Insurance of the General Section of this Policy is amended to read as follows:

A. Self-Insurance. Our obligations under this Policy are subject to the condition that you are, at the inception of this Policy and shall remain until the end of the Policy Period, authorized to operate as a duly qualified self-insurer, in each State named in Schedule Item 3. If, after the inception of this Policy, the authority shown below in Section I. Cancellation of Part Six – Conditions revokes your authorization to operate as a duly qualified self-insurer, this Policy will apply as if you remain a qualified self-insurer.

Section C. Loss of Part One – Workers' Compensation Excess Indemnity is amended to read as follows:

C. Loss under Part One of this Policy means the amount actually paid by you, after deduction of any Recovery, for regular benefits provided under the Michigan Workers' Compensation Law in effect on the date the accident or exposure to disease occurs. Loss shall include, but is limited to, 100% of the following payments:

1. Benefit payments made by you as required by the Michigan Workers' Compensation Law;
2. Benefit payments, as required in the Michigan Workers' Compensation Law that are due and owing to claimants;
3. Benefit payments made on your behalf as required in the Michigan Workers' Compensation Law, by a surety under a bond or through the use of other security required by the director;
4. Payments made by the Michigan Self-Insurers' Security Fund; and
5. Payments for usual and customary claims allocated loss adjustment expenses as listed in Part Four – Claims, Section L. Reimbursable Claim Handling Expense of this Policy.

Item 3 of Section J. Good Faith Claims Handling and Settlements of Part Four – Claims is amended to read as follows:

3. **Settlement Within Your Retention.** If you are presented with an objectively reasonable opportunity to reach a Full and Final Settlement of a Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it. If a Claim is filed in a State that will not allow a Full and Final Settlement, and you are presented with an objectively reasonable opportunity to reach a partial settlement of the Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it.

Section N. Commutation by Mutual Agreement of Part Four – Claims is deleted in its entirety.

Endorsement Effective:

Policy No.:

Named Insured:

Section C. Bankruptcy or Insolvency of Part Six – Conditions of this Policy is amended to read as follows:

C. Bankruptcy or Insolvency. Your bankruptcy or insolvency shall not relieve us from the payment of any Loss covered by this Policy. After the Retention shown on the Schedule has been paid, payments shall be made by us as if you had not become bankrupt or insolvent but not in excess of the Specific Limit or the Aggregate Limit shown on the Schedule. Payment shall be made to the Trustee in Bankruptcy or as directed by the Michigan Self-Insurers' Security Fund. We shall never make payments below the Retention shown on the Schedule, nor shall our indemnity obligations under this Policy ever be increased or broaden because of your bankruptcy or insolvency.

Section D. Other Insurance of Part Six – Conditions of this Policy is amended to read as follows:

D. Other Insurance. If any other insurance, reinsurance, indemnity agreement or other reimbursement agreement exists protecting you against Loss covered by this Policy, the indemnity coverage afforded under this Policy shall be applied on a pro-rata basis with such other insurance, reinsurance, indemnity agreement or other reimbursement agreement.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

I. Cancellation. You may cancel this Policy by giving us and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. We may cancel this Policy by giving you and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

Michigan Department of Licensing and Regulatory Affairs
Workers' Compensation Agency
Self-Insured Programs
P.O. Box 30016
Lansing, Michigan 48909

If by mutual consent we agree with you to cancel this Policy, we will mail to the authority shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.

In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.

Endorsement Effective:

Policy No.:

Named Insured:

The following section is added to this Policy:

MCLA Section 500.3008 Requirements

In accordance with the requirements of MCLA Section 500.3008, it is agreed that notice given by or on behalf of the Insured to any authorized agent of the Insurer within this State, with particulars sufficient to identify the Insured shall be deemed to be notice to the Insurer; and it is also agreed that failure to give any notice required to be given by this Policy within the time specified herein shall not invalidate any claim made by the Insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

- A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: \$_____ and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM KNIGHT WATCH FOR THE PURCHASE AND INSTALLATION OF A SECURITY CAMERA SYSTEM AT IDEAL PARK AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, a security camera system at Ideal Park is necessary to the preservation of park facilities and public safety, and to assist police for investigative purposes should needs arise.
2. It is recommended the City Council accept a proposal from Knight Watch for the purchase and installation of a security camera system at Ideal Park in the total estimated amount of \$31,913.56.
3. Funds are available in account number 208-752-75600-975.141.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Knight Watch for the purchase and installation of a security camera system at Ideal Park in the total estimated amount of \$31,913.56.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract

STAFF REPORT

Date: May 24, 2022

Subject: Ideal Park Security Camera System

From: Rebecca Rynbrandt, Director of Community Services

Cc: Paul Gerndt, Director of Information Technology

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council authorize the purchase and installation of a security camera system at Ideal Park in the amount of \$31,913.56 as recommended jointly by the Community Services and Information Technology departments and as quoted by Knight Watch in Proposal #EST009276.

COMMUNITY. SAFETY. STEWARDSHIP:

Well-maintained park and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. Security cameras increase public safety and help in the preservation of facilities by reducing vandalism and assisting police in investigative needs.

DISCUSSION:

After severe weather-related damage in 2014 caused by a tornado, the City of Wyoming invested over \$1,800,000, to redevelop Ideal Park, including the construction of a universally accessible playground, restroom, and picnic shelter. The redeveloped park grand opening was celebrated in August of 2020.

Staff proposes that a security camera system be installed to cover the new facilities, acting as a deterrent to would be vandals, and as an investigative resource for police, should needs arise. Such security systems have been successfully deployed at other parks as important safety and crime deterrent systems for our buildings and their programming.

On May 5, 2022, at the request of our Information Technology Department (IT), Knight Watch provided a quote in the amount of \$31,913.56 to install an Avigilon system at Ideal Park. Working with IT, the City has standardized to Avigilon systems for the most effective maintenance of cameras, consistent application of technology throughout the park system, and capacity and knowledge of IT technicians when maintenance and repair needs arise. Considering the cost of the bid process, price point of the project, and staff time and resources, jointly with our colleagues in the IT Department, we are requesting to forego the bid process and award the project to Knight Watch.

BUDGET IMPACT:

With City Council approval, funds were budgeted and remain available in the Park and Recreation Fund's capital account 208-752-75600-975.141.

ATTACHMENTS: See attached Proposal for pricing and project details.

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

EXHIBIT B



Proposal#EST009276

Proposal Date: 5/5/2022

Customer: CITY OF WYOMING
Project: Ideal Park V4
Work Site: 5843 CRIPPEN AVE SW
GRAND RAPIDS, MI 49548

Prepared By: Stacy Olsen
Bill To: CITY OF WYOMING
PO BOX 905
WYOMING, MI 49509

Dear City of Wyoming,

Here is the requested proposal to provide and install an Avigilon camera system at Ideal Park.

Camera system components:

- 32 inch wall mounted monitor, mouse and keyboard
- Avigilon 24-port 18TB appliance
- (3) ACC7 Enterprise camera licenses
- (2) 24MP Multisensor IR rated camera
- Camera mounting materials
- PoE injectors

Shareco Communications is subcontracted by Knight Watch for the following items:

Cameras 1:

- Install (3) CAT6 outdoor rated orange cables
- Install sleeves as needed through the restroom facility
- Pour in place (1) 18 inch round light pole base
- Provide and install (1) 4 inch round 12 feet tall steel fixture poles (black)
- Provide quazite box for video conduit
- Provide 1 inch conduit to base for cabling
- Directional bore 1 inch innerduct between the light pole pull boxes and the pull box into the restroom
- Patch cord junction inside light pole

Camera 2:

- Install (3) CAT6 outdoor rated orange cables
- Install sleeves as needed through the restroom facility
- Pour in place (1) 18 inch round light pole base
- Provide and install (1) 4 inch round 12 feet tall steel fixture poles (black)
- Provide quazite box for video conduit
- Provide 1 inch conduit to base for cabling
- Directional bore 1 inch innerduct between the light pole pull boxes and the pull box into the restroom
- Patch cord junction inside light pole

Please let me know if you have any questions.

Quantity	Description	Unit Price	Extended Price
1.00	Monitor 32", mouse keyboard and wall mount bracket for monitor	\$1,504.20	\$1,504.20
1.00	HD Video Appliance Pro 24-port 18TB unit, NA. ACC licenses sold separately	\$6,341.49	\$6,341.49
2.00	ACC 7 Enterprise Edition camera license	\$230.12	\$460.24
1.00	HD 24mp Multisensor Camera, 3 x 8mp Sensors, WDR, 4mm, Camera Only	\$1,699.63	\$1,699.63
1.00	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one H4AMH-DO	\$129.49	\$129.49

1.00	Dome bubble and cover for outdoor surface mount or pendant mount, clear	\$129.49	\$129.49
1.00	Pedant wall mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$76.89	\$76.89
1.00	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1	\$267.08	\$267.08
1.00	Pole mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera	\$72.84	\$72.84
1.00	60W PoE++ Injector, Provides power for Multi-sensor cameras with IR	\$121.40	\$121.40
1.00	HD 24mp Multisensor Camera, 3 x 8mp Sensors, WDR, 4mm, Camera Only	\$1,699.63	\$1,699.63
1.00	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one H4AMH-DO	\$129.49	\$129.49
1.00	Dome bubble and cover for outdoor surface mount or pendant mount, clear	\$129.49	\$129.49
1.00	Pedant wall mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$76.89	\$76.89
1.00	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1	\$267.08	\$267.08
1.00	Pole mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera	\$72.84	\$72.84
1.00	60W PoE++ Injector, Provides power for Multi-sensor cameras with IR	\$121.40	\$121.40
1.00	Sub Contract Labor Services - Shareco Communications	\$15,440.12	\$15,440.12
1.00	Installation Materials and Hardware	\$877.45	\$877.45
1.00	Freight Charges	\$250.70	\$250.70
3.00	Engineering	\$100.28	\$300.84
6.00	Project Management	\$100.28	\$601.68
9.00	Installation	\$100.28	\$902.52
2.00	Programming	\$120.34	\$240.68

Sincerely,

Stacy Olsen

Subtotal	\$31,913.56
Tax	\$0.00
Total	\$31,913.56

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____



PROPOSAL DISCLOSURES

- Proposal valid for 30 days.
- Payment due within 30 days of invoice.
- An Avigilon contingency fund is included in this proposal to cover manufacturer cost increases March 7th, 2022.
- Progressive billing will apply to project beginning at parts order.
- Installation to occur during normal business hours 8AM-5PM Monday-Thursday and excludes holidays. Spring/ Summer install dates based on a mutually agreed schedule.
- Customer to provide drivable 4X4 scissor lift rental and delivery as required. This is customer preference based on our knowledge of your service needs. Shareco Communications has included a bucket truck rental for 1 day at Ideal Park.
- All existing underground conduit assumed to be in good usable condition with pull boxes in the ground. Any issues with the use of existing conduit can ensue additional charges if repair or replacement of the conduit is needed at any park.
- No UPS back up is included in this proposal.
- Existing power will be utilized for the head end devices.
- City of Wyoming to provide camera naming conventions.
- Existing system downtime is inevitable during switch over to Avigilon. Knight Watch will keep this downtime to a minimum because we know security coverage at the parks is of high importance.
- No cable certification is included.
- PoE rated Lighting protection included in the base Shareco Communications cost for each used cable installed. None priced for spare cables.
- Grounding of the LP included. Proper grounding location assumed to be in NVR room.
- Shareco Communications price is based on (1) contract for all three parks locations.
- All information within this document is confidential and not to be shared with other parties.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO THE WATER RESEARCH FOUNDATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize payment to the Water Environment Research Foundation in the amount of \$36,397.00.
2. Approximately \$18,000.00 of this total is attributable to the wholesale customer communities and is recovered in the wholesale rates.
3. Funds for the subscription fee are available in the water fund account number 591-591-55300-956.000 and the sewer fund account number 590-590-54300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to the Water Research Foundation in the amount of \$36,397.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice

Resolution No. _____

STAFF REPORT

Date: May 31, 2022
Subject: Continued Support for the Water Research Foundation
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended that the City of Wyoming continue support of the Water Research Foundation via the 2021/22 subscription period fee in the amount of \$36,397.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Supporting the Water Research Foundation (WRF) will continue to ensure that all City of Wyoming utility customers will benefit from ongoing research on a variety of water quality topics including treatment, distribution/collection, chemistry, microbiology, asset management, and regulatory compliance.

DISCUSSION:

For more than 35 years, the City of Wyoming treatment plants have been subscribing members of the Water Research Foundation. The annual subscription provides financial support to the WRF's research efforts on a variety of topics that are relevant and applicable to today's water treatment processes. In 2021, some topics that were of interest to Wyoming were: PFAS, biological nutrient removal, pandemic response, corrosion control chemistry, and affordability.

Participation with the Water Research Foundation provides access to the research library for an unlimited number of City and wholesale customer community employees. As we continue to comply with new regulatory requirements and guidelines, it is important that we have a firm understanding of them. This begins with supporting sound science and research undertaken within our own professional community. The subscription fee is pooled with those from other utilities, multiplying the benefit we receive, uniting us with other utilities around the country and the world, and reducing the dollar amount that individual organizations would incur if conducting this work on their own. Wyoming should be proud of its ongoing commitment to the Water Research Foundation.

BUDGET IMPACT:

The Water Research Foundation subscription fee covers both drinking water and wastewater memberships. The drinking water portion of the fee is \$27,869.00, with about \$18,000 attributed to the wholesale customer communities and recovered in the wholesale rates. The wastewater portion of the fee is \$8,528.00. The total subscription fee is \$36,397.00.

Funds for the annual subscription are available in the Water Fund account 591-591-55300-956.000 and the Sewer Fund account 590-590-54300-956.000.



6666 W Quincy Avenue Denver, CO 80235-3098
 P 303.347.6128 F 303.734.0196
 pschrader@waterrf.org

	Date April 14, 2022
Subscriber Number 0004522	Foundation Tax ID 13-6211384
Subscriber Since 1986	Invoice Number 0004522-2021-1

City of Wyoming Water Department
 Jaime Fleming
 Laboratory Manager
 16700 New Holland Rd
 Treatment Plant
 Holland, MI 49424-5554

Order No.	Description	Total Commitment
7000169200	WRFMBR - Utility Membership 01-Nov-2021 to 31-Oct-2022	\$27,869.00
7000169206	WRFMBR - Utility Membership - Waste Water 01-Nov-2021 to 31-Oct-2022	\$8,528.00
	Amount Due:	\$36,397.00



6666 W Quincy Avenue Denver, CO 80235-3098
 P 303.347.6128 F 303.734.0196
 pschrader@waterrf.org

Detach and return with payment

Please make check payable to: **The Water Research Foundation**

	Date April 14, 2022
Subscriber Number 0004522	Invoice Number 0004522-2021-1

Order No.	Description	Amount Due
7000169200	MBRUTILITY	\$36,397.00
7000169206	MBRUTILITY-WW	
Revised Invoice Requested? Yes (Updated date/current)		Amount Enclosed

City of Wyoming Water Department
 Jaime Fleming
 Laboratory Manager
 16700 New Holland Rd
 Treatment Plant
 Holland, MI 49424-5554



RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTES FOR THE PURCHASE OF
CHEMICALS AND POLYMERS AND TO AUTHORIZE THE CITY MANAGER TO
APPROVE TEMPORARY PRICE INCREASES FOR THE 2023-2024 FISCAL YEAR

WHEREAS:

1. As detailed in the attached staff reports, the Clean Water Plant and Water Treatment Plant requested quotes for chemicals and polymers for the 2023-2024 fiscal year.
2. It is recommended the City Council accept the quotes.
3. It is also recommended, due to the current chemical market and supply chain issues, the City Council authorize the City Manager to approve temporary price increases for the 2023-2024 fiscal year.
4. It is estimated the City will spend a total estimated amount of \$385,700 for the purchase of chemicals and polymers for the Clean Water Plant.
5. It is estimated the City will spend a total estimated amount of \$142,260 for the purchase of polymers for the Drinking Water Plant.
6. Funds are budgeted in account numbers 590-590-54300-740.000, 590-590-54800-740.000 and 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of chemicals and polymers for the Clean Water Plant.
2. The City Council does hereby authorize the purchase of polymers for the Drinking Water Plant.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of price increases in accordance with budget authorization.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Resolution No. _____

STAFF REPORT

Date: May 24, 2022
Subject: Clean Water Plant Annual Chemical Costs
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended the City Council renew the current chemical contracts at the proposed amounts for the start of the 2023 fiscal year.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process.

DISCUSSION:

As we experienced through the first half of the FY22 budget, the chemical market continues to be quite volatile. What started with the COVID pandemic was again impacted by several hurricanes in the Gulf, and the impact of those events continues to disturb the supply chain for chlorine-based supplies. Now with the cost of fuel on the rise, we are seeing price increases on all our chemicals. There are reports that suppliers are turning away new customers because they are saving their product for their current customers. The chart below illustrates the increases in chemical costs over the last 12 months.

chemical	2021 bid price	current price	quote for the start of FY23	% increase
chlorine	\$435/ton	\$1,580/ton	\$1,795/ton	14%
sulfur dioxide	\$798/ton	\$798/ton	\$1,316/ton	65%
lime slurry	\$129.50/liquid ton	\$129.50/liquid ton	\$154.00/liquid ton	19%
lime slurry	\$149.70/liquid ton	\$149.70/liquid ton	\$165/liquid ton	10%
muriatic acid drums	\$27.85/drum	\$27.85/drum	\$155/drum	457%
sodium hydroxide-bulk	\$0.142/pound	\$0.255/pound	\$0.335/pound	31%
sodium hydroxide - drum	\$152/drum	\$304.40/drum	\$356/drum	17%
sulfuric acid	\$4,551.75/load	no longer used	N/A	
polymer	\$1.74/pound	\$1.74/pound	\$1.95/pound	12%
ferric chloride	\$573/ton	\$573/ton	\$916/ton	60%

With some chemicals seeing increases on a monthly basis, some suppliers are quoting prices that are only valid for 3 to 6 months. Even with the formal bids that we obtained last spring, nearly every chemical that we use saw at least one increase during the fiscal year. As a result, we have received quotes from our current suppliers, and we are recommending that we renew purchase orders with them for the FY23 budget. We also acknowledge that there will probably be additional increase requests throughout the year, and we would respectfully request that those be reviewed and approved by the City Manager as required.

Here are the list of suppliers and their quotes to start the year:

chemical	Use	Current Supplier	quote for the start of FY23
chlorine	Will not need with the completion of the UV project	Alexander Chemical Corp.	\$1,795/ton
sulfur dioxide	Will not need with the completion of the UV project	Alexander Chemical Corp.	\$1,316/ton
lime slurry	Used in land application	W.K. Merriman, Inc.	\$154.00/liquid ton
lime slurry	Used in land application	Chemtrade Chemicals US LLC	\$165/liquid ton
muriatic acid drums	Used to clean odor control equipment	Haviland Products Company	\$155/drum
sodium hydroxide-bulk	Used in odor control equipment	Alexander Chemical Corp.	\$0.335/pound
sodium hydroxide - drum	Used in odor control equipment	Alexander Chemical Corp.	\$356/drum
sulfuric acid	No Longer Needed		N/A
polymer	Biosolids preparation	Hexagon Technologies, Inc	\$1.95/pound
ferric chloride	back up for phosphorus removal	Webb Chemical Service	\$916/ton

BUDGET IMPACT:

Projected costs were budgeted in account 590-590-54300-740.000 (plant) and 590-590-54800-740.000 (GVRBA) but some of the chemicals have already exceeded those estimates. We will watch the chemical costs closely, but adjustments may have to be made at some point during the fiscal year. The annual chemical cost for the CWP was projected to be approximately \$385,700.

STAFF REPORT

Date: May 24, 2022
Subject: Extension of Current Treatment Chemical Bids
From: Robert Veneklasen, Water Plant Superintendent
Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended the City Council approve extension of the current water treatment plant chemical bids with cost increases as warranted by increased raw material and transportation costs.

COMMUNITY, SAFETY, STEWARDSHIP:

The purchase of chemicals for the water treatment process permits proper treatment of the Lake Michigan water to ensure it meets all State and Federal standards and is safe for our customers to consume. Competitive price solicitation ensures the supply of chemicals are provided at the best, most responsible cost.

DISCUSSION:

The City solicits annual pricing for certain chemicals used at the water treatment plant: Coagulant Polymer, Dewatering Polymer, Tetrapotassium Pyrophosphate (TKPP), and Powdered Activated Carbon (PAC). The current vendors for these chemicals were contacted about extending their current supply agreements in lieu of the uncertain outcome of expiration of the current agreements and the re-bidding process.

Powdered Activated Carbon and Tetrapotassium Pyrophosphate pricing was not solicited as we anticipate our current stock is sufficient for the coming summer season (PAC) or year (TKPP).

The coagulant polymer, Clarifloc C-6260 cost was adjusted to \$0.80 per pound; an increase of \$0.20. The dewatering polymer, Clarifloc C-308P cost was adjusted to \$1.60 per pound; an increase of \$0.40. Both product cost increases of 25% are effective on July 1, 2022.

BUDGET IMPACT:

The SNF Polydyne products cost increases result in a 25% increase in cost for both cationic coagulant and dewatering polymers in FY 2023. The expected annual cost of coagulant polymer is \$107,835.00 and the expected annual cost of dewatering polymer is \$34,425.00. These treatment chemicals are budgeted in account 591-591-55300-740.000.

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER TWO FOR
THE WATER TREATMENT PLANT DISCHARGE PIPING IMPROVEMENT PROJECT

WHEREAS:

1. On May 17, 2021, City Council adopted Resolution number 27016 awarding the bid for the Water Treatment Plant yard discharge piping improvement project to Kamminga & Roodvoets, Inc. in the total amount of \$6,993,691.00
2. On February 7, 2022, City Council adopted Resolution number 27258 approving change order number one in the estimated amount of \$141,838.25.
3. As detailed in the attached staff report, it is recommended the City Council accept change order number two in the estimated amount of \$110,624.72.
4. Funds are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve change order number two in the total estimated amount of \$110,624.72.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order
Project Summary

Resolution No. _____

STAFF REPORT

Date: May 24, 2022

Subject: Water Plant Discharge Piping Improvements – Construction Phase

From: Myron Erickson, PE, Director of Public Works

Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended the City Council approve the Water Plant Discharge Piping Improvements project construction phase Change Order #2 at a cost of \$110,624.72 to address unanticipated conditions and requirements.

COMMUNITY, SAFETY, STEWARDSHIP:

The integrity of the water discharge piping is an extremely important component for the ability to provide an abundant supply of drinking water at sufficient pressure to meet the needs of the City's wholesale and retail customers for the protection of public health.

DISCUSSION:

This change order stems from two unanticipated conditions in the Water Treatment Plant's yard piping project. A 23' section of pipe connected to the existing west header in the plant's yard piping network was found to contain an asbestos coating. This pipe had to be removed, the asbestos mitigated, and the pipe replaced.

The other item was additional costs incurred by the contractor due to delays imposed by the valve manufacturer. We have successfully negotiated with the valve manufacturer to get this portion of the expenses reimbursed to us.

The total cost of these changes is \$110,624.72 and is supported by the included documentation. There are sufficient funds in the project's contingency, so no budget amendment is necessary.

BUDGET IMPACT:

The Water Treatment Plant Discharge Piping project construction by Kamminga and Roodvoets was approved by the City Council on May 5, 2021 at a cost of \$6,993,691.00 with a 10% contingency of \$770,000.00. The costs associated with this change order bring the construction cost to \$7,246,153.97 with a remaining contingency of approximately \$575,000.

Change Order

For (project): Wyoming WTP Discharge Piping Improvements					Change No. 2	
From (Contractor): Kamminga & Roodvoets					Date: 5/12/2022	
ITEM		VALUE			CHANGE	
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price
1	Existing Thrust Block Removal, 54-in Tee	1	LS	\$8,319.00	\$8,319.00	
2	Relocation of Valve Chamber #2	1	LS	\$2,425.50	\$2,425.50	
3	Old Electrical Vault & Asbestos Duct Bank Removal	1	LS	\$6,106.16	\$6,106.16	
4	DeZurik Ball Valves - K&R Added Incurred Costs	1	LS	\$49,197.74	\$49,197.74	
5	Additional Build-Up Bands for 54" Connections	1	LS	\$6,950.10	\$6,950.10	
6	Pin Brazing 6-inch and 16-inch	1	LS	\$1,157.00	\$1,157.00	
7	West Header Additional Pipe Replacement	1	LS	\$37,143.22	\$37,143.22	
8	Section 4 Quantity Balance	1	LS	(\$674.00)	(\$674.00)	674.00
Change Totals						\$674.00
Net Change In Contract Price						\$111,624.72

Change Order No. 2

For (contract): Wyomint WTP - Discharge Piping Improvements	Project Number: 2200689
Description: Balance Base Quantities for Section 4	Application Date: May 12, 2022

Section 4: Balance Base Quantities

Item No.	Description	BID				Change Order No. 1		DIFFERENCE	
		Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Amount	Quantity	Total Amount
34	Transmission Main, Steel, 54"	680	FT	\$777.00	\$528,360.00	653	\$507,381.00	(27)	(\$20,979.00)
35	Transmission Main, Steel, 54", Cement-Mortar Coated	400	FT	\$905.00	\$362,000.00	399	\$361,095.00	(1)	(\$905.00)
36	Transmission Main, Steel, 42"	40	FT	\$1,750.00	\$70,000.00	52	\$91,000.00	12	\$21,000.00
37	Water Main, Ductile Iron, 16", Polywrapped	10	FT	\$275.00	\$2,750.00	16	\$4,400.00	6	\$1,650.00
38	Water Main, Ductile Iron, 6", Polywrapped	80	FT	\$80.00	\$6,400.00	62	\$4,960.00	(18)	(\$1,440.00)
39	54" x 42" Tee, Steel	1	EA	\$21,500.00	\$21,500.00	1	\$21,500.00	0	\$0.00
40	54" 45° Bend, Steel	2	EA	\$20,000.00	\$40,000.00	2	\$40,000.00	0	\$0.00
41	54" 90° Bend, Steel, Cement-Mortar Coated	1	EA	\$25,000.00	\$25,000.00	1	\$25,000.00	0	\$0.00
42	54" x 54" Tee, Steel	1	EA	\$35,000.00	\$35,000.00	1	\$35,000.00	0	\$0.00
43	54" x 54" Tee, Steel, Cement-Mortar Coated	1	EA	\$46,000.00	\$46,000.00	1	\$46,000.00	0	\$0.00
44	54" Blind Flange, Steel	1	EA	\$26,000.00	\$26,000.00	1	\$26,000.00	0	\$0.00
45	54"x16" Welded Outlet, Steel	1	EA	\$6,000.00	\$6,000.00	1	\$6,000.00	0	\$0.00
46	54" x 6" Welded Outlet, Steel	1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00
47	16"x6" Reducer, Ductile Iron, Polywrapped	1	EA	\$1,500.00	\$1,500.00	1	\$1,500.00	0	\$0.00
48	42", Special Vertical Fitting, Steel	1	EA	\$11,000.00	\$11,000.00	1	\$11,000.00	0	\$0.00
49	54", Special Vertical Fitting, Steel, Cement-Mortar Coated	1	EA	\$14,500.00	\$14,500.00	1	\$14,500.00	0	\$0.00
50	16" Valve & Box	1	EA	\$7,700.00	\$7,700.00	1	\$7,700.00	0	\$0.00
51	6" Valve & Box	1	EA	\$1,700.00	\$1,700.00	1	\$1,700.00	0	\$0.00

Item No.	Description	BID				Change Order No. 1		DIFFERENCE	
		Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Amount	Quantity	Total Amount
52	54" Insulated Flange Kit	3	EA	\$10,500.00	\$31,500.00	3	\$31,500.00	0	\$0.00
53	42" Insulated Flange Kit	1	EA	\$7,000.00	\$7,000.00	1	\$7,000.00	0	\$0.00
54	16" Insulated Flange Kit	1	EA	\$1,000.00	\$1,000.00	1	\$1,000.00	0	\$0.00
55	6" Insulated Flange Kit	1	EA	\$750.00	\$750.00	1	\$750.00	0	\$0.00
56	5" Hydrant, Polywrapped	2	EA	\$3,000.00	\$6,000.00	2	\$6,000.00	0	\$0.00
57	Type 1 Access Manhole	6	EA	\$16,000.00	\$96,000.00	6	\$96,000.00	0	\$0.00
58	Sample Tap, Complete	5	EA	\$7,500.00	\$37,500.00	5	\$37,500.00	0	\$0.00
59	1" Copper Sample Line Connection, Complete	1	LS	\$4,200.00	\$4,200.00	1	\$4,200.00	0	\$0.00
60	Valve Procurement Contract Assignment	1	LS	\$2,414,556.00	\$2,414,556.00	1	\$2,414,556.00	0	\$0.00
61	Valve Procurement Sales Tax	1	LS	\$160,670.00	\$160,670.00	1	\$160,670.00	0	\$0.00
62	54-LV-20 (V1) Installation, Complete	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00
63	54-LV-21 (V2) Installation, Complete	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00
64	54-LV-22 (V3) Installation, Complete	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00
65	54-LV-23 (V4) Installation, Complete	1	LS	\$55,000.00	\$55,000.00	1	\$55,000.00	0	\$0.00
66	42-LV-20 (V5) Installation, Complete	1	LS	\$40,000.00	\$40,000.00	1	\$40,000.00	0	\$0.00
67	54-LV-24 (V6) Installation, Complete	1	LS	\$55,000.00	\$55,000.00	1	\$55,000.00	0	\$0.00
68	Valve Chamber #1 Construction, Complete	1	LS	\$150,000.00	\$150,000.00	1	\$150,000.00	0	\$0.00
69	Valve Chamber #2 Construction, Complete	1	LS	\$135,000.00	\$135,000.00	1	\$135,000.00	0	\$0.00
70	Valve Chamber #3 Construction, Complete	1	LS	\$150,000.00	\$150,000.00	1	\$150,000.00	0	\$0.00
71	Concrete Thrust Block, 54"x42" Tee	1	LS	\$26,000.00	\$26,000.00	1	\$26,000.00	0	\$0.00
72	Concrete Thrust Block, 54"x54" Tee	1	LS	\$25,000.00	\$25,000.00	1	\$25,000.00	0	\$0.00
73	Modification to Ex. Concrete Thrust Block, 54" 90° Bend	1	LS	\$13,000.00	\$13,000.00	1	\$13,000.00	0	\$0.00
74	Concrete Thrust Collar	3	EA	\$42,000.00	\$126,000.00	3	\$126,000.00	0	\$0.00

Item No.	BID					Change Order No. 1		DIFFERENCE	
	Description	Quantity	Unit	Unit Price	Total Amount	Total Quantity	Total Amount	Quantity	Total Amount
75	Connect to Existing 54" Steel	2	LS	\$22,000.00	\$44,000.00	2	\$44,000.00	0	\$0.00
76	Connect to Existing 54" PCCP	1	LS	\$60,000.00	\$60,000.00	1	\$60,000.00	0	\$0.00
77	Connect to Existing 42" PCCP	1	LS	\$34,000.00	\$34,000.00	1	\$34,000.00	0	\$0.00
78	Disinfection and Pressure Testing, Complete	1	LS	\$55,000.00	\$55,000.00	1	\$55,000.00	0	\$0.00
Total Section 4					\$5,026,586.00		\$5,025,912.00		(\$674.00)

Project Cost Summary

Owner:

City of Wyoming

Project Title:

WTP Discharge Piping Improvements

Date:

January 19, 2021

<i>Item</i>				
<i>No.</i>	<i>Description</i>	<i>Total at Bid</i>	<i>Adjustment</i>	<i>Current Total</i>
1	Valve Procurement	\$268,284.00	\$0.00	\$268,284.00
2	K&R Contract			
	• Site Investigation	\$15,167.00	\$0.00	\$15,167.00
	• Current Contract	\$6,993,691.00	\$252,462.97	\$7,246,153.97
	<i>Change Order No. 1 (incl alternate)</i>		\$141,838.25	
	<i>Change Order No. 2</i>		\$110,624.72	
	• Alternates (Added to Contract)	\$39,000.00	(\$39,000.00)	\$0.00
Total Construction Cost:		\$7,316,142.00	\$213,462.97	\$7,529,604.97
3	Engineering, Legal and Admin	\$575,510.00	\$87,700.00	\$663,210.00
	<i>Scope Rev 3</i>		\$87,700.00	
4	Contingency	\$738,348.00	(\$301,162.97)	\$437,185.03
Total Project Cost:		\$8,630,000.00	\$0.00	\$8,630,000.00

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE SALE OF
TWO QUICK RESPONSE VEHICLES (QRV) FIRE TRUCKS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the sale of two quick response vehicles (QRV) fire trucks to T-Line EV LLC in the amount of \$100,000 each.
2. Proceeds from the sale will be deposited in the Motor Pool Sale of Equipment Depreciation and Reserve Revenue account number 662.673.026.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the sale of two quick response vehicles (QRV) fire trucks in the total amount of \$200,000.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Offer to Purchase

Resolution No. _____

STAFF REPORT

Date: May 25, 2022

Subject: Fire Truck Sale Concurrence

From: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council concur with the sale of two fire trucks for \$100,000 each to T-Line EV LLC.

COMMUNITY, SAFETY, STEWARDSHIP:

Utilizing T-Line EV LLC for the disposition of used fire trucks provides the City with the greatest amount of used vehicle revenue.

DISCUSSION:

Two Quick Response Vehicle (QRV) fire trucks are scheduled for replacement this summer. These include the 2015 HME Units 73 and 74, which are being replaced with larger Pierce QRVs. Through this purchasing process, the City was approached by T-Line EV LLC, who was interested in purchasing both HME QRVs as a dealer/broker for communities in northern Ohio and southern Michigan for \$100,000 each.

Traditionally, vehicles are sold through an online auction or bidding process. However, in this case, both City Fleet and Fire staff determined that the offer from T-Line EV LLC was far greater than what these vehicles would have sold for at an auction. After consulting with the City Manager, approval was given to sell these vehicles to T-Line EV LLC for \$100,000 each.

Concurrence with this equipment sale is requested by the City Council.

BUDGET IMPACT:

Proceeds from this sale will return to the Motor Pool Sale of Equipment Depreciation and Reserve Revenue Account # 662.673.026.

ATTACHMENTS:

Purchase Offers



PO BOX 639
Grand Ledge, MI 48837
517-402-7010

Purchase Offer

Date: 5/10/2022

To: City of Wyoming
1155 28th St. S.W.
Wyoming, MI 49509

T-Line EV LLC is offering \$100,000.00 for your 2014 / HME Quick Attack Mini-Pumper (Unit 73).

- Payment in full shall be paid by May 20, 2022
- This offer is good for 60 days
- T-Line EV LLC acknowledges the unit is being sold "As is" per Michigan law.
- Vehicle will not be used for emergency service unless brought up to NFPA current standards

Buyer: T-Line EV LLC
PO Box 639
Grand Ledge, MI 48837

Signature: Joe Thomas Title: Sales Manager Date: 5/10/2022

Accepted by: [Signature] Title: Fleet Supervisor

Date: 5/11/2022



PO BOX 639
Grand Ledge, MI 48837
517-402-7010

Purchase Offer

Date: 5/24/2022

To: City of Wyoming
1155 28th St. S.W.
Wyoming, MI 49509

T-Line EV LLC is offering \$100,000.00 for your 2014 / HME Quick Attack Mini-Pumper (Unit 74).

- Payment in full shall be paid by June 10, 2022
- This offer is good for 60 days
- T-Line EV LLC acknowledges the unit is being sold "As is" per Michigan law.
- Vehicle will not be used for emergency service unless brought up to NFPA current standards

Buyer: T-Line EV LLC
PO Box 639
Grand Ledge, MI 48837

Signature: Joe Thomas Title: Sales Manager Date: 5/24/2022

Accepted by: [Signature]
Signature: _____ Title: City Manager

Date: 5.25.22

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM PHOENIX SAFETY OUTFITTERS AND
AUTHORIZE THE PURCHASE OF FIRE TURNOUT PANTS AND JACKETS

WHEREAS:

1. It is recommended City Council accept a quote from Phoenix Safety Outfitters using the NPPGov cooperative purchasing program for the purchase of fire turnout pants and jackets at a total cost per set of \$3,397.90.
2. It is estimated the City will purchase 14 sets of turnout gear at a total estimated amount of \$47,570.60.
3. Funds for the purchase are available in account numbers 101-337-33900-744.001, 101-337-33901-744.001 and 101-337-33902-744.001.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of fire turnout pants and jackets from Phoenix Safety Outfitters at a cost of \$3,397.90 per set.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

STAFF REPORT

Date: May 23, 2022
Subject: Fire Turnout Gear
From: Dennis Van Tassell, Deputy Fire Chief
Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of fire turnout pants and jackets from Phoenix Safety Outfitters using the NPPGov cooperative purchasing program. The total cost per set is \$3,397.90.

COMMUNITY, SAFETY, STEWARDSHIP:

This bid provides safety equipment utilized for structural firefighting, vehicle accident scenes, and various emergency operations. This equipment is also necessary to maintain NFPA and MIOSHA Part 74 compliance.

DISCUSSION:

This is necessary to allow the continual replacement of outdated turnout equipment and for the immediate purchase of new gear as personnel are hired into the fire department. In 2019 the Department requested bids and received four responses out of the 47 that were sent. Even though it was not the low bid, Phoenix Safety Outfitters was chosen because the turnout gear from Lion Apparel contains a higher percentage of Kevlar. This gives the gear extra strength, a longer life, and provides more safety to firefighters.

Phoenix Safety Outfitters is a provider of Lion Apparel for the region and is part of the NPPGov cooperative bidding system. Turnout gear regularly increases in cost each year but working with NPPGov allows the department to utilize competitive pricing.

BUDGET IMPACT:

Turnout gear is typically bought as a pair after a person is sized correctly. It is estimated the City will purchase 14 sets of turnout gear at a total estimated amount of \$47,570.60. Funding for the turnout gear will be from 101-337-33900-744.001, 101-337-33901-744.001, and 101-337-33902-744.001 with the appropriate account being charged at the time of purchase.



P.O. Box 20445
Upper Arlington, OH 43220

Quote #: 197030

(THIS IS NOT AN INVOICE: DO NOT PAY FROM THIS DOCUMENT)

REMITTANCE INFORMATION:

PHOENIX Safety Outfitters,
 PO Box 20445
 Upper Arlington, Ohio 43220

Ship Date: **Not set**
 Invoice Date: **18 May 2022**
 Payment Due Date: **02 Jun 2022**
 Shipping Method:
 Account Rep: **Matt Dumond**
 Accounting Questions: **cgrogan@phoenixoutfitters.com**
 Accounting Phone: **614-203-0247**
 Bin Reference #:

Bill to:

JOSH SWITZER
 CITY OF WYOMING FIRE DEPT
 1250 36TH STREET SW
 WYOMING MI 49509
 UNITED STATES
 Customer Phone:
 Customer Email: fd_info@wyomingmi.gov

Ship to:

JOSH SWITZER
 CITY OF WYOMING FIRE DEPT
 1250 36TH STREET SW
 WYOMING MI 49509
 UNITED STATES
 Customer Phone:
 Customer Email: fd_info@wyomingmi.gov

Qty	Item ID	Item name	Item \$	Extended \$
1	CUSTPO	Customer Purchase Order Number: VERBAL PER CHIEF VANTASSELL	\$0.00	\$0.00
PRICING VALID THROUGH 5/18/2023				
FIRST YEAR OF REPAIRS INCLUDED AT NO CHARGE				
1	WYO(KENMI)-VFC	JANESVILLE V-FORCE COAT, BI-SWING PER CUSTOMER SPECIFICATION // PO8Q2034 <i>Verified: [1219] Valid Thru: [123119] Color: PER SPEC</i>	\$1942.01	\$1942.01
1	WYO(KENMI)-VFP	JANESVILLE V-FORCE PANT PER CUSTOMER SPECIFICATION // PO8Q2034 <i>Verified: [1219] Valid Thru: [123119] Color: PER SPEC</i>	\$1455.89	\$1455.89
1	NOTES:	Special NOTES: USING NPP.GOV CONTRACT <i>Verified: [0621]</i>	\$0.00	\$0.00
1	NCFRT	There shall be No Freight Charged on this Order // Date Shipped: <i>Verified: [0621]</i>	\$0.00	\$0.00

Subtotal	\$3397.90
Not rated @ 0%	\$0.00
MI-ST TAX EXEMPT @ 0%	\$0.00
<hr/>	
Total	\$3397.90
<hr/>	
Paid to date	\$0.00

Physical Address:

PHOENIX Safety Outfitters
1619 Commerce Road
Springfield, Ohio 45504
(937) 324-2537

Sales Tax Registrations:

Ohio (91-050790)
Indiana (0158424336)
Michigan (41-2241348)
EIN:
41-2241348

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bid received have been reviewed and evaluated as per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Water Meter Reading Services	Olameter Corporation	Bid prices as shown on the attached staff report.

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: May 26, 2022
Subject: Meter Reading Contract
From: Traci Shaffer, Deputy Treasurer
Meeting Date: June 6, 2022

RECOMMENDATION:

It is recommended that City Council authorize the Mayor and City Clerk to award a three year bid with two optional one-year renewals for meter reading service to Olameter Corporation.

COMMUNITY, SAFETY AND STEWARDSHIP:

The City Utilities Department bills Wyoming residents for water and sewer services to cover the expense of maintaining our water and sewer infrastructure and properly treating water and wastewater. Fair and accurate billings rely on metering water usage and quarterly meter reads. While we are moving toward an automated metering system, this project will not be concluded for several years.

DISCUSSION:

The City requested bids for water meter reading services on April 26, 2022. The current contract expires June 30, 2022. Forty-eight invitations were emailed to registered bidders with fifteen registered bidders downloading the bid. The lone bid received from Olameter Corporation is shown below.

Fiscal Year (July 1 – June 30)	Price Per Successful Read and Read Attempt*
2022-2023	\$0.987
2023-2024	\$0.987
2024-2025	\$0.987
Option for renewal years:	
2025-2026	\$1.047
2025-2027	\$1.078
*Valid reason required for read failure.	

The quoted price is an increase of \$0.192 per read over the expired contract.

BUDGET IMPACT:

Olameter Corporation will conduct approximately 7,500 reads per month at an estimated annual expenditure of \$90,000. For the 2022-23 fiscal year, funds for this service have been budgeted to account 591-591-56900-956.000.

WATER METER READING SERVICES CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (“City”) and the Contractor identified below.

Recitals

City requested bids/proposals for the Water Meter Reading Services Contract (the “Request for Bids/Proposals” that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of April 26, 2022 and related required materials (the “Bid”) that was selected by City

“Contract Documents” means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

“Contractor” means: Olameter Corporation, a Michigan corporation, the United States principal address of which is N8Www350 Johnson Dr, Ste A9, Waukesha, WI 53816, and the registered Michigan address of which is c/o CSC-Lawyers Incorporating Service, 2900 West Rd, Ste 500, East Lansing, MI 48823.

“Effective Date” means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. Regardless of any other provision of the Contract Documents:
 - A. Contractor will complete all meter readings in City and submit those meter readings to the City’s utility billing office in the City Treasurer’s Office no later than the 10th day of each month in which they are to occur under the Contract Documents. This is a requirement of this Contract regardless of any staffing challenges Contractor might have. Contractor’s lack of available staff will not be a valid reason for any failure to timely complete meter readings.
 - B. If, in any month, Contractor fails to timely read all meters as required in the Contract Documents, City may read the unread or unreported meters using city personnel or contracting another individual or party to do so. The City will invoice the awarded Contractor for unattained meter reads without valid explanation or for unattained meter reads where the City finds no difficulty obtaining a read during the re-read process. Invoiced amounts for unattained meter reads shall be calculated at the City’s billable hourly rate plus the cost of vehicle use plus an administrative charge. The Contractor shall within 15 days of that billing, pay City the actual costs City incurs (without any multiplier or mark-up) to read meters.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations, or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

Contractor

By: _____
Jack A. Poll, Mayor

By: _____
Rachel Fuller, Vice President, General Manager

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Date signed: _____

Approved as to form:

Scott G. Smith, City Attorney

ORDINANCE NO. 14-22

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV OF THE CODE OF ORDINANCES BY
ADDING DIVISION 10 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE
28WPHASETHREE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP
HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 7 of Code of Ordinances, City of Wyoming, Michigan, is amended by adding Division 10 to read as follows:

DIVISION 10
TAX EXEMPTION AND SERVICE CHARGE FOR 28WPHASETHREE LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

Sec. 2-310.11. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own, and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.12 Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, MCL 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low Income Persons and Families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the Project.

(g) *Project* means the housing units and related housing amenities such as, for example and not for limitation, (i) such amenities as fitness centers, community rooms, pet care facilities, storage areas, roof-top decks, game rooms, and similar facilities available for use only by residents of the housing units, (ii) leasing offices for leasing and administration of the leases and collection or

rents for the housing units, and (iii) other areas constructed, installed, and maintained only for use by residents of the housing units that are all located on the Project Property that are acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, in accordance with page 4 of 6 of plans dated 05-16-2022, prepared by Exxel Engineering, Inc., labeled "Site Development and Improvement Plan HōM Flats at 28 West – Phase 3," submitted to the City by Magnus Capital Partners in May 2022, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city. The Project does not include any improvements on Project Property used only by occupants of spaces designated for commercial use. Common areas of and improvements to the Project Property that have shared uses between the residential housing units and the spaces designated for commercial use will be subject to reasonable allocation for tax purposes based on the portion of that area or that improvement that was needed comply with requirements applicable to the development of the residential housing units and spaces designated for commercial use.

(h) *Project Property* means the portion of the following described real property located in the City of Wyoming, Kent County, Michigan, that is used and occupied for the Project, it being understood that the Project Property may be subdivided in the future into condominium units so as to establish the Project as a separate condominium unit apart from other non-Project improvements to be constructed on the Project Property:

That part of the West 3/4 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the intersection of the South line of 28th Street (100 feet wide) and a line 1827 feet East of and parallel with the West line of said Section; thence South along said line parallel with the West line of said Section 65 feet to the place of beginning; thence East perpendicular to said line 40 feet; thence South parallel with the West line of said Section 120 feet; thence West 40 feet; thence North 120 feet to the place of beginning. Together with an easement for ingress and egress as set forth in instrument recorded in Liber 1763 of Mortgages, Page 1249.

AND

All that part of the North 1/2 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, described as: Commencing 1827 feet East along the North Section line from the Northwest corner of said Section; thence West along the Section line 1000 feet; thence South parallel with the West Section line 990 feet; thence East parallel with the North Section line 488.2 feet to the West 1/8 line of Section 14; thence South along said 1/8 line 4.4 feet; thence Easterly 511.8 feet to a point 992.43 feet South from the place of beginning; thence North parallel with the West Section line 992.43 feet to the place of beginning.

Excepting therefrom the following parcels of land:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 14; thence North 88 degrees 11 minutes 47 seconds West 1164.13 feet along the North line of said Section 14; thence South 01 degrees 48 minutes 13 seconds West 75.82 feet to the Southerly right of way line of 28th Street and the point of beginning; thence Easterly 153.06 feet along a 34,492.48 foot radius curve to the left, the long chord of which bears South 88 degrees 37 minutes 06 seconds East 153.06 feet along said Southerly right of way line of 28th Street; thence South 88 degrees 44 minutes 44 seconds East 37.02 feet along said Southerly right of way line of 28th Street; thence South 45 degrees 24 minutes 35 seconds West 68.49 feet; thence Southeasterly 377.39 feet along a 263.50 foot radius curve to the left, the long chord of which bears South 41 degrees 38 minutes 28 seconds East 345.95 feet to the East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 80.56 feet along said East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of Section 14; thence Northwesterly 493.88 feet along a 343.50 foot radius curve to the right, the long chord of which bears North 43 degrees 17 minutes 21 seconds West 452.43 feet; thence North 44 degrees 35 minutes 25 seconds West 87.56 feet to said Southerly right of way

line of 28th Street and the point of beginning. Subject to all easements, restrictions, and rights of way of record.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section; thence South 88 degrees 11 minutes 47 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 74.12 feet parallel with the West line of said Section 14 to a point on the South right of way line of 28th Street (130 foot wide right of way); thence South 87 degrees 34 minutes 15 seconds East 49.17 feet along said South right of way line; thence Easterly 201.95 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 20 minutes 09 seconds, and a chord bearing South 87 degrees 44 minutes 49 seconds East 201.95 feet to the point of beginning; thence continuing Easterly 228.45 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 22 minutes 49 seconds, and a chord bearing South 88 degrees 06 minutes 18 seconds East 228.53 feet; thence South 00 degrees 24 minutes 13 seconds East 381.59 feet parallel with the West line of said Section 14; thence North 88 degrees 20 minutes 01 seconds West 228.50 feet; thence North 00 degrees 24 minutes 13 seconds West 382.51 feet parallel with the West line of said Section 14 to the point of beginning.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4 to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet; thence South 01 degrees 37 minutes 39 seconds West 568.98 feet to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 537.94 feet along said North line to the East line of the West 827 feet of said Northwest 1/4; thence North 00 degrees 24 minutes 13 seconds West 569.35 feet along said East line to the place of beginning.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 441.77 feet to the East line of the West 1827 feet of said Northwest 1/4; thence South 00 degrees 24 minutes 13 seconds West 569.32 feet along said East line to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 461.94 feet along said North line; thence North 01 degrees 37 minutes 39 seconds East 568.98 feet to the place of beginning.

- (i) *Sponsor* means 28WPhaseThree Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.
- (j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-310.13. Property Tax Exemption.

- (a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project shall be exempt from *ad valorem* property taxes.
- (b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-310.14. Annual Service Charge.

(a) There shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes on the Project which shall be:

(1) In each year before Shelter Rents are collected for the Project shall be \$0.

(2) In each year beginning in the year that Shelter Rents are collected for the Project, an amount equal to 1.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for the Project during each operating year.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

(c) The amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the city.

Sec. 2-310.15. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is create and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

I certify that this ordinance was adopted by the City of Wyoming at a regular meeting of the City Council held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 14-22
Introduced: 05.16.2022
Adopted: 06.06.2022

STAFF REPORT

Date: June 1, 2022
Subject: Payment in Lieu of Taxes for Apartments at Hōm Flats Phase 3
From: Scott Smith, City Attorney
Meeting Date: June 6, 2022

RECOMMENDATION:

Staff recommends approval of introduction (first reading) of Ordinance No. 14-22 entitled, “Ordinance to Amend Chapter 2, Article IV of the Code of Ordinances by Adding Division 10 to Provide for a Service Charge in Lieu of Taxes for the 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project” and the Resolution Approving and Authorizing Mayor and City Clerk to Sign Municipal Services Agreement for 28WPhaseThree Limited Dividend Housing Association Limited Partnership Housing Project.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is enhanced by the development of quality work-force housing and this project also is an integral part to the city center project to create a city center because it not only adds residents, but also adds high-quality commercial space and structures that will feel more like a downtown.

Safety – The development will include enhanced pedestrian and cycling paths.

Stewardship – As previous Hōm Flats phases have shown, this development will catalyze other development and increase area property values.

BUDGET IMPACT:

The tax loss from the tax exemption granted on the residential units could be offset by the fully taxable commercial units.

DISCUSSION:

Consistent with our arrangement in other phases: The annual service charge under the ordinance will be 1.0% of annual shelter rents. The municipal services fee under the Municipal Services Agreement will be 2.0% of annual shelter rents.

Commercially used parts of the development will be subject to property taxation.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND
CITY CLERK TO SIGN A MUNICIPAL SERVICES AGREEMENT FOR
28WPHASETHREE LIMITED DIVIDEND HOUSING ASSOCIATION
LIMITED PARTNERSHIP HOUSING PROJECT

WHEREAS:

1. Magnus Capital Partners has proposed development by 28WPhaseThree Limited Dividend Housing Association Limited Partnership of a housing project on property along 28th Street SW but is seeking certain incentives from the Michigan State Housing Development Authority ("MSHDA").
2. To qualify for those incentives, it is necessary for the City to approve an exemption from *ad valorem* general property taxes for the project and the property on which it will be located.
3. MSHDA allows the payment to the City of a municipal services fee pursuant to a municipal services agreement to partially pay the cost of municipal services provided by the City to the project and the property on which it is located.

NOW, THEREFORE, BE IT RESOLVED:

1. The Municipal Services Agreement for the 28WPhaseThree Limited Dividend Housing Association Limited Partnership housing project is approved in substantially the form attached as Exhibit A subject to such changes as the Mayor, City Manager and City Attorney may approve. The Mayor and City Clerk are authorized and directed to that agreement on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 6, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A: Municipal Services Agreement for 28WPhaseThree LDHA Limited Partnership

Resolution No. _____

MUNICIPAL SERVICES CONTRACT

(28WPhaseThree LDHA Limited Partnership Housing Project)

This Municipal Services Contract is made as of June 7, 2022, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (**City**), and 28WPhaseThree Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, with offices at 733 3rd Ave, 16th Floor, New York, NY 10017 (**Sponsor**).

RECITALS

A. The State Housing Development Authority Act of 1966, 1996 PA 346, MCL 126.1401 *et seq.* (the **Act**), empowers municipalities to grant property tax exemptions for housing developments for low- and moderate-income families when the development is financed with low-income housing tax credits and a federally- or MSHDA-aided mortgage from the Michigan State Housing Development Authority (**MSHDA**).

B. Sponsor has applied to MSHDA for low income housing tax credits and a federally- or MSHDA-aided mortgage in order to develop Phase III of a development consisting of housing units in all of the buildings and commercial spaces on the lower floors of some of the buildings as depicted on page 4 of 6 of plans dated 05-16-2022, prepared by Exxel Engineering, Inc., labeled "Site Development and Improvement Plan HōM Flats at 28 West – Phase 3," submitted to the City by Magnus Capital Partners in May 2022, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by City's City Council (the **Plan**).

C. On June 6, 2022, the City Council approved Ordinance No. 14-22, a copy of which is attached as Exhibit B (the **Ordinance**), that, pursuant to section 15a of the Act, MCL 125.1415a, exempts from property taxation the condominium unit consisting of portions of the development that are used and occupied by housing units and housing amenities as further defined in the Ordinance (the **Project**).

D. The real property on which the Project is located in the City of Wyoming, Kent County, Michigan and is described as follows (the **Property**).

That part of the West 3/4 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the intersection of the South line of 28th Street (100 feet wide) and a line 1827 feet East of and parallel with the West line of said Section; thence South along said line parallel with the West line of said Section 65 feet to the place of beginning; thence East perpendicular to said line 40 feet; thence South parallel with the West line of said Section 120 feet; thence West 40 feet; thence North 120 feet to the place of beginning. Together with an easement for ingress and egress as set forth in instrument recorded in Liber 1763 of Mortgages, Page 1249.

AND

All that part of the North 1/2 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, described as: Commencing 1827 feet East along the North Section line from the Northwest corner of said Section; thence West along the Section line 1000 feet; thence South parallel with the West Section line 990 feet; thence East parallel with the North Section line 488.2 feet to the West 1/8 line of Section 14; thence South along said 1/8 line 4.4 feet; thence Easterly 511.8 feet to a point 992.43 feet South from the place of beginning; thence North parallel with the West Section line 992.43 feet to the place of beginning.

Excepting therefrom the following parcels of land:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 14; thence

North 88 degrees 11 minutes 47 seconds West 1164.13 feet along the North line of said Section 14; thence South 01 degrees 48 minutes 13 seconds West 75.82 feet to the Southerly right of way line of 28th Street and the point of beginning; thence Easterly 153.06 feet along a 34,492.48 foot radius curve to the left, the long chord of which bears South 88 degrees 37 minutes 06 seconds East 153.06 feet along said Southerly right of way line of 28th Street; thence South 88 degrees 44 minutes 44 seconds East 37.02 feet along said Southerly right of way line of 28th Street; thence South 45 degrees 24 minutes 35 seconds West 68.49 feet; thence Southeasterly 377.39 feet along a 263.50 foot radius curve to the left, the long chord of which bears South 41 degrees 38 minutes 28 seconds East 345.95 feet to the East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 80.56 feet along said East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of Section 14; thence Northwesterly 493.88 feet along a 343.50 foot radius curve to the right, the long chord of which bears North 43 degrees 17 minutes 21 seconds West 452.43 feet; thence North 44 degrees 35 minutes 25 seconds West 87.56 feet to said Southerly right of way line of 28th Street and the point of beginning. Subject to all easements, restrictions, and rights of way of record.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section; thence South 88 degrees 11 minutes 47 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 74.12 feet parallel with the West line of said Section 14 to a point on the South right of way line of 28th Street (130 foot wide right of way); thence South 87 degrees 34 minutes 15 seconds East 49.17 feet along said South right of way line; thence Easterly 201.95 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 20 minutes 09 seconds, and a chord bearing South 87 degrees 44 minutes 49 seconds East 201.95 feet to the point of beginning; thence continuing Easterly 228.45 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 22 minutes 49 seconds, and a chord bearing South 88 degrees 06 minutes 18 seconds East 228.53 feet; thence South 00 degrees 24 minutes 13 seconds East 381.59 feet parallel with the West line of said Section 14; thence North 88 degrees 20 minutes 01 seconds West 228.50 feet; thence North 00 degrees 24 minutes 13 seconds West 382.51 feet parallel with the West line of said Section 14 to the point of beginning.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4 to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet; thence South 01 degrees 37 minutes 39 seconds West 568.98 feet to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 537.94 feet along said North line to the East line of the West 827 feet of said Northwest 1/4; thence North 00 degrees 24 minutes 13 seconds West 569.35 feet along said East line to the place of beginning.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 441.77 feet to the East line of the West 1827 feet of said Northwest 1/4; thence South 00 degrees 24 minutes 13 seconds West 569.32 feet along said East line to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 461.94 feet along said North line; thence North 01 degrees 37 minutes 39 seconds East 568.98 feet to the place of beginning.

- E. City wishes to ensure Sponsor acquires, constructs, owns, and operates the Project as depicted in

Exhibit A within the promised time.

F. Sponsor wishes to ensure that municipal services will be provided to Project residents throughout the period when the Project is exempt from property taxes in accordance with the ordinance.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Contract, the parties agree as follows:

1. Development.

A. Sponsor will acquire, construct, own and operate the Project on the Property with construction beginning not later than December 31, 2023.

B. If construction has not begun (by the pouring of footings and foundations following the issuance of building permits for the buildings and other improvements comprising the Project), by December 31, 2024, City's City Council may repeal the Ordinance and terminate this Contract. Before undertaking action to do so, City shall give Sponsor and MSHDA written notice of the meeting at which such action will be considered and provide Sponsor and MSHDA an opportunity to address the City Council before any such action is formally considered.

2. Municipal Services. City shall provide municipal services to the Property, the Project, and the Project's occupants just as it does for all similar property in City's jurisdiction.

3. Municipal Services Fee.

A. There shall be paid to City a municipal services fee which shall be:

1. In each calendar year before Shelter Rents are collected shall be \$10,000.

2. In each calendar year beginning in the year that Shelter Rents are collected, an amount equal to 2.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for the Project during each operating year.

B. The annual municipal services fee for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties collectible in the same manner as for *ad valorem* property taxes under the City Charter, City's Code of Ordinances, and the General Property Tax Act, 1893 PA 206, MCL 211.1 *et seq.*

C. Amounts paid pursuant to this Contract will be in addition to amounts paid pursuant to the Ordinance.

4. Annual Reporting. Beginning in 2024, Sponsor shall annually submit to City's assessor on or before April 30 an audit report showing the Annual Shelter Rent collected and the utilities paid by Sponsor in the prior year.

5. Term. This Contract shall take effect as of the date first written about and shall remain in effect for each year that the tax exemption provided under the Ordinance remains in effect.

6. General Provisions.

A. Any notice, request or other communication given pursuant to this Contract to either party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection 6.A.

B. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreements. It shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This Contract and the rights and obligations of the parties under this Contract shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

E. The captions are for reference only and shall not affect the interpretation of this Contract. However,

the recitals are an integral part of this Contract.

F. This Contract and the rights and obligations under this Contract are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

G. This Contract shall be enforceable only by the parties and no other person shall have the right to enforce any provision.

H. No delay on the part of either party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this Contract on a future occasion.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

J. A copy of this Contract shall be recorded with the Kent County Register of Deeds.

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

[SIGNATURES ON NEXT PAGE.]

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:

Scott G. Smith, City Attorney

28WPHASETHREE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP

By: Magnus Capital Partners LLC, its sole member

By: _____
Vishal Arora, Managing Member

**STATE OF MICHIGAN
COUNTY OF KENT**

On _____, 2022, Jack A. Poll and Kelli A. Vandenberg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

*
Notary public, _____ County, MI
Acting in Kent County, MI
My commission expires: _____

**STATE OF _____
COUNTY OF _____**

On _____, 2022, Vishal Arora, known to me as the Managing Member of Magnus Capital Partners LLC, which is the sole member of 28WPhaseThree Limited Dividend Housing Association Limited Partnership, acknowledged his signature before me.

*
Notary public, _____ County, __
Acting in _____ County, _____
My commission expires: _____

No state or county transfer tax is due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. Vandenberg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Exhibit A: Ordinance No. 14-22

ORDINANCE NO. 14-22

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV OF THE CODE OF ORDINANCES BY
ADDING DIVISION 10 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE
28WPHASETHREE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP
HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 7 of Code of Ordinances, City of Wyoming, Michigan, is amended by adding Division 10 to read as follows:

DIVISION 10
TAX EXEMPTION AND SERVICE CHARGE FOR 28WPHASETHREE LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

Sec. 2-310.11. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own, and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.12 Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, MCL 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low Income Persons and Families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the Project.

(g) *Project* means the housing units and related housing amenities such as, for example and not for limitation, (i) such amenities as fitness centers, community rooms, pet care facilities, storage areas, roof-top decks, game rooms, and similar facilities available for use only by residents of the housing units, (ii) leasing offices for leasing and administration of the leases and collection or rents for the housing units, and (iii) other areas constructed, installed, and maintained only for use by residents of the housing units that are all located on the Project Property that are acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the

LIHTC Program and a Mortgage Loan, in accordance with page 4 of 6 of plans dated 05-16-2022, prepared by Exxel Engineering, Inc., labeled "Site Development and Improvement Plan HōM Flats at 28 West – Phase 3," submitted to the City by Magnus Capital Partners in May 2022, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city. The Project does not include any improvements on Project Property used only by occupants of spaces designated for commercial use. Common areas of and improvements to the Project Property that have shared uses between the residential housing units and the spaces designated for commercial use will be subject to reasonable allocation for tax purposes based on the portion of that area or that improvement that was needed comply with requirements applicable to the development of the residential housing units and spaces designated for commercial use.

(h) *Project Property* means the portion of the following described real property located in the City of Wyoming, Kent County, Michigan, that is used and occupied for the Project, it being understood that the Project Property may be subdivided in the future into condominium units so as to establish the Project as a separate condominium unit apart from other non-Project improvements to be constructed on the Project Property:

That part of the West 3/4 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the intersection of the South line of 28th Street (100 feet wide) and a line 1827 feet East of and parallel with the West line of said Section; thence South along said line parallel with the West line of said Section 65 feet to the place of beginning; thence East perpendicular to said line 40 feet; thence South parallel with the West line of said Section 120 feet; thence West 40 feet; thence North 120 feet to the place of beginning. Together with an easement for ingress and egress as set forth in instrument recorded in Liber 1763 of Mortgages, Page 1249.

AND

All that part of the North 1/2 of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, described as: Commencing 1827 feet East along the North Section line from the Northwest corner of said Section; thence West along the Section line 1000 feet; thence South parallel with the West Section line 990 feet; thence East parallel with the North Section line 488.2 feet to the West 1/8 line of Section 14; thence South along said 1/8 line 4.4 feet; thence Easterly 511.8 feet to a point 992.43 feet South from the place of beginning; thence North parallel with the West Section line 992.43 feet to the place of beginning.

Excepting therefrom the following parcels of land:

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 14; thence North 88 degrees 11 minutes 47 seconds West 1164.13 feet along the North line of said Section 14; thence South 01 degrees 48 minutes 13 seconds West 75.82 feet to the Southerly right of way line of 28th Street and the point of beginning; thence Easterly 153.06 feet along a 34,492.48 foot radius curve to the left, the long chord of which bears South 88 degrees 37 minutes 06 seconds East 153.06 feet along said Southerly right of way line of 28th Street; thence South 88 degrees 44 minutes 44 seconds East 37.02 feet along said Southerly right of way line of 28th Street; thence South 45 degrees 24 minutes 35 seconds West 68.49 feet; thence Southeasterly 377.39 feet along a 263.50 foot radius curve to the left, the long chord of which bears South 41 degrees 38 minutes 28 seconds East 345.95 feet to the East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 80.56 feet along said East line of the West 1827 feet as recorded (measured 1825.62 feet) of the Northwest 1/4 of Section 14; thence Northwesterly 493.88 feet along a 343.50 foot radius curve to the right, the long chord of which bears North 43 degrees 17 minutes 21 seconds West 452.43 feet; thence North 44 degrees 35 minutes 25 seconds West 87.56 feet to said Southerly right of way line of 28th Street and the point of beginning. Subject to all easements, restrictions, and rights of way of record.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said

Section; thence South 88 degrees 11 minutes 47 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 74.12 feet parallel with the West line of said Section 14 to a point on the South right of way line of 28th Street (130 foot wide right of way); thence South 87 degrees 34 minutes 15 seconds East 49.17 feet along said South right of way line; thence Easterly 201.95 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 20 minutes 09 seconds, and a chord bearing South 87 degrees 44 minutes 49 seconds East 201.95 feet to the point of beginning; thence continuing Easterly 228.45 feet along said South right of way line on a 34442.95 foot radius curve to the left, said curve having a central angle of 00 degrees 22 minutes 49 seconds, and a chord bearing South 88 degrees 06 minutes 18 seconds East 228.53 feet; thence South 00 degrees 24 minutes 13 seconds East 381.59 feet parallel with the West line of said Section 14; thence North 88 degrees 20 minutes 01 seconds West 228.50 feet; thence North 00 degrees 24 minutes 13 seconds West 382.51 feet parallel with the West line of said Section 14 to the point of beginning.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4 to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet; thence South 01 degrees 37 minutes 39 seconds West 568.98 feet to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 537.94 feet along said North line to the East line of the West 827 feet of said Northwest 1/4; thence North 00 degrees 24 minutes 13 seconds West 569.35 feet along said East line to the place of beginning.

AND

Part of the Northwest 1/4 of Section 14, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section 14; thence South 88 degrees 11 minutes 56 seconds East 827.00 feet along the North line of said Section 14; thence South 00 degrees 24 minutes 13 seconds East 460.00 feet along the East line of the West 827 feet of said Northwest 1/4; thence South 88 degrees 22 minutes 14 seconds East 558.12 feet to the place of beginning of this description; thence South 88 degrees 22 minutes 14 seconds East 441.77 feet to the East line of the West 1827 feet of said Northwest 1/4; thence South 00 degrees 24 minutes 13 seconds West 569.32 feet along said East line to the North line of Prairie Parkway; thence North 88 degrees 22 minutes 21 seconds West 461.94 feet along said North line; thence North 01 degrees 37 minutes 39 seconds East 568.98 feet to the place of beginning.

- (i) *Sponsor* means 28WPhaseThree Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.
- (j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-310.13. Property Tax Exemption.

- (a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project shall be exempt from *ad valorem* property taxes.
- (b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-310.14. Annual Service Charge.

- (a) There shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes on the Project which shall be:
 - (1) In each year before Shelter Rents are collected for the Project shall be \$0.
 - (2) In each year beginning in the year that Shelter Rents are collected for the Project, an amount equal to 1.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for

the Project during each operating year.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

(c) The amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the city.

Sec. 2-310.15. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is create and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

I certify that this ordinance was adopted by the City of Wyoming at a regular meeting of the City Council held on June 6, 2022.

/S/
Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 14-22
Introduced: 05.16.2022
Adopted: 06.06.2022