

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 19, 2023, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier 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 June 5, 2023 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
23-10 Acceptance of a Utility Easement for the Reserve Flats (Reserve Flats, LLC)
- 13) Budget Amendments**
 - a) Budget Amendment No. 67 – To Appropriate an Additional \$775,350 of Budgetary Authority to Provide the Necessary Funds Due to Increases in Watermain Repairs, Chemicals, Electricity, and Equipment Maintenance Costs in the Water Fund
 - b) Budget Amendment No. 68 – To Appropriate an Additional \$75,000 of Budgetary Authority to Provide the Necessary Funds for an Increase in Overtime and Motor Pool Fuel and Repair Costs in the Major Street Fund

- c) Budget Amendment No. 69 – To Appropriate an Additional \$124,000 of Budgetary Authority to Provide the Necessary Funds for an Increase in Overtime and Motor Pool Fuel and Repair Costs in the Local Street Fund
- d) Budget Amendment No. 70 – To Appropriate an Additional \$165,000 of Budgetary Authority to Provide the Necessary Funds Due to an Increase in Repair and Claim Costs in the Sewer Fund
- e) Budget Amendment No. 71 – To Appropriate an Additional \$45,000 of Budgetary Authority to Provide the Necessary Funds for an Increase in Vehicle Repair Costs in the Solid Waste Fund
- f) Budget Amendment No. 72 – To Appropriate an Additional \$53,000 of Budgetary Authority to Provide the Necessary Funds for Increased Cost in Supplies, Utilities, and Repairs to Maintain the Court and City Hall Buildings in the General Fund
- g) Budget Amendment No. 73 – To Appropriate an Additional \$200,000 of Budgetary Authority to Provide the Necessary Funds Due to a Significant Increase in Parts and Outsourced Repair Costs in the Motor Pool Fund
- h) Budget Amendment No. 74 – To Appropriate an Additional \$32,500 of Budgetary Authority to Provide the Necessary Funds for Increased Costs in Salaries, Supplies, and Utilities to Maintain the Library Building in the Library Fund
- i) Budget Amendment No. 75 – To Appropriate an Additional \$10,000 of Budgetary Authority in the General Fund as Matching Funds for the Tree Commission

14) Consent Agenda

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

- a) Of Appreciation to Daniel Beal for His Service as a Member of the Housing Board of Appeals for the City of Wyoming
- b) Of Appreciation to Aaron Velthouse for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming
- c) Of Appreciation to Dan Farkas for His Service as a Member of the Historical Commission for the City of Wyoming
- d) Of Appreciation to Tim Dent for His Service as a Member of the Officers Compensation Commission for the City of Wyoming
- e) Of Appreciation to Mallory Bourdo for Her Service as a Member of the Tree Commission for the City of Wyoming
- f) To Appoint Anselmo Sarabia as a Member of the Wyoming Parks and Recreation Commission Representing the Godfrey-Lee Public School District
- g) To Appoint Meagan Roche as a Member of the Housing Board of Appeals for the City of Wyoming
- h) To Appoint Joyce Rohrer as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- i) To Appoint Brian Van Eerden as a Member of the Historical Commission for the City of Wyoming
- j) To Appoint Fladiana Lopez as a Member of the Tree Commission for the City of Wyoming
- k) To Appoint Gabriela De La Vega as a Member of the WKTV Commission for the City of Wyoming

- l) To Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming
- m) To Appoint and Reappoint Members to the Board of Directors of the Grand Valley Regional Biosolids Authority
- n) To Reappoint Kimberly Koster as a Representative of the City of Wyoming on the Board of the EMS Consortium Partnership
- o) To Reappoint Members to the Construction Board of Appeals and Housing Commission for the City of Wyoming
- p) To Reappoint Members to the Historical Commission and Planning Commission for the City of Wyoming
- q) To Confirm the Appointment of Kirk Driesenga as a Member of the Board of Directors of the City of Wyoming Downtown Development Authority
- r) To Confirm the Appointment of Lori Pung as a Member of the Board of Directors of the City of Wyoming Downtown Development Authority
- s) To Appoint John Shay to Serve on the Indigent Defense Administration Board for a 4-Year Term Ending June 30, 2027

15) Resolutions

- t) To Approve Amendment No. 41 in the Articles of Incorporation of Grand Valley Metropolitan Council
- u) Of Authorization to Support a Grant Submission for the DNR Spark Grant
- v) To Accept Cooperative 21st Century Community Learning Centers Agreements with Godfrey-Lee Public Schools
- w) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan
- x) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of Grand Rapids
- y) To Authorize the Mayor and City Clerk to Execute an Agreement with the Heart of West Michigan United Way
- z) To Authorize the Mayor and City Clerk to Execute a Contract for Specific Home Repair Services
- aa) To Authorize the Mayor and City Clerk to Execute an Agreement with ICCF Community Homes, Inc.
- bb) To Authorize the Mayor and City Clerk to Execute an Agreement with Legal Aid of Western Michigan

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

- cc) To Engage Legal Counsel for Intermittent Prosecution Services
- dd) To Accept a Proposal for Employee Assistance Program (EAP) Services
- ee) To Award a Bid for Internal Audit and Consulting Services
- ff) To Accept a Quote from Hurst Mechanical, Inc. for the Purchase and Installation of a Domestic Water Boiler
- gg) To Authorize the Purchase of Automatic External Defibrillators
- hh) To Authorize the Purchase of a Dodge Durango
- ii) To Accept a Proposal from Stryker for the Purchase of Chest Compression Devices and to Authorize Trade-in of Two Outdated Chest Compression Devices
- jj) To Accept Amendment Number One to the Engineering Services Agreement from Donohue and to Authorize the Mayor and City Clerk to Sign the Contract

- kk) To Authorize the Purchase of Laboratory Supplies from IDEXX Distribution, Inc.
- ll) To Accept an Agreement from Aquatic Informatics dba Linko Technology Inc. for Pretreatment Compliance Software and Support Services
- mm) To Authorize the Purchase of Laboratory Supplies
- nn) To Award a Bid for the Water Treatment Plant Discharge Valve Upgrade Project
- oo) For Award of Bids
 1. Hach Laboratory Testing Supplies
 2. Two Centrifugal Pumps
 3. Environmental Laboratory Testing Services

17) Ordinances

18) Informational Material

19) 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.

20) Closed Session (as necessary)

21) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.

June 19, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-10

Subject: Acceptance of a utility easement for the Reserve Flats

Councilmembers:

Reserve Flats, LLC (part of the Granger Group), owner of the Reserve Flats development east of Wilson Ave SW, south of 56th St SW, submitted the following described utility (water, sanitary sewer and storm sewer) easement as required by the city approvals for that project and for providing those utilities to that project.

Grantor: Reserve Flats, LLC
Parcels: 41-17-32-300-064, 065 and 068
Consideration: \$1.00

I recommend the City Council approve the attached easement which the City Attorney approved as to form.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

**CITY OF WYOMING
UTILITIES EASEMENT**

Parcel No. 41-17-32-300-065; 41-17-32-300-064; 41-17-32-300-068

The Grantor, **Reserve Flats, LLC**, whose address is 2380 Health Dr SW, Ste 210, Wyoming, MI 49519

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) a **Utilities Easement** for Sanitary Sewer, Storm Sewer and Watermain purposes (herein after referred to as "Utilities"), including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the Utilities and appurtenances in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said Utilities and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, repair, operation, and maintenance of said Utilities and appurtenances in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Utilities Easement Area and Utilities Easement Legal Description (Parcel No. 41-17-32-300-065; 41-17-32-300-064; 41-17-32-300-068)

For the full consideration of One Dollar and 00/100 (\$1.00)

The City shall have the right to use the Grantor's property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of the Easement.

Grantor shall not grant an easement to any other party within the Easement Area without the prior written consent of the City of Wyoming.

DATED: May 23, 2023

Approved as to form:



Attorney for the City of Wyoming


GRANTOR: Reserve Flats, LLC

By: 
Gary L. Granger its Managing Member

**STATE OF MICHIGAN
COUNTY OF KENT**

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County on this 8th day of May, 2023, by Gary L. Granger as Managing Member of Reserve Flats, LLC, a Michigan Limited Liability Company, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.

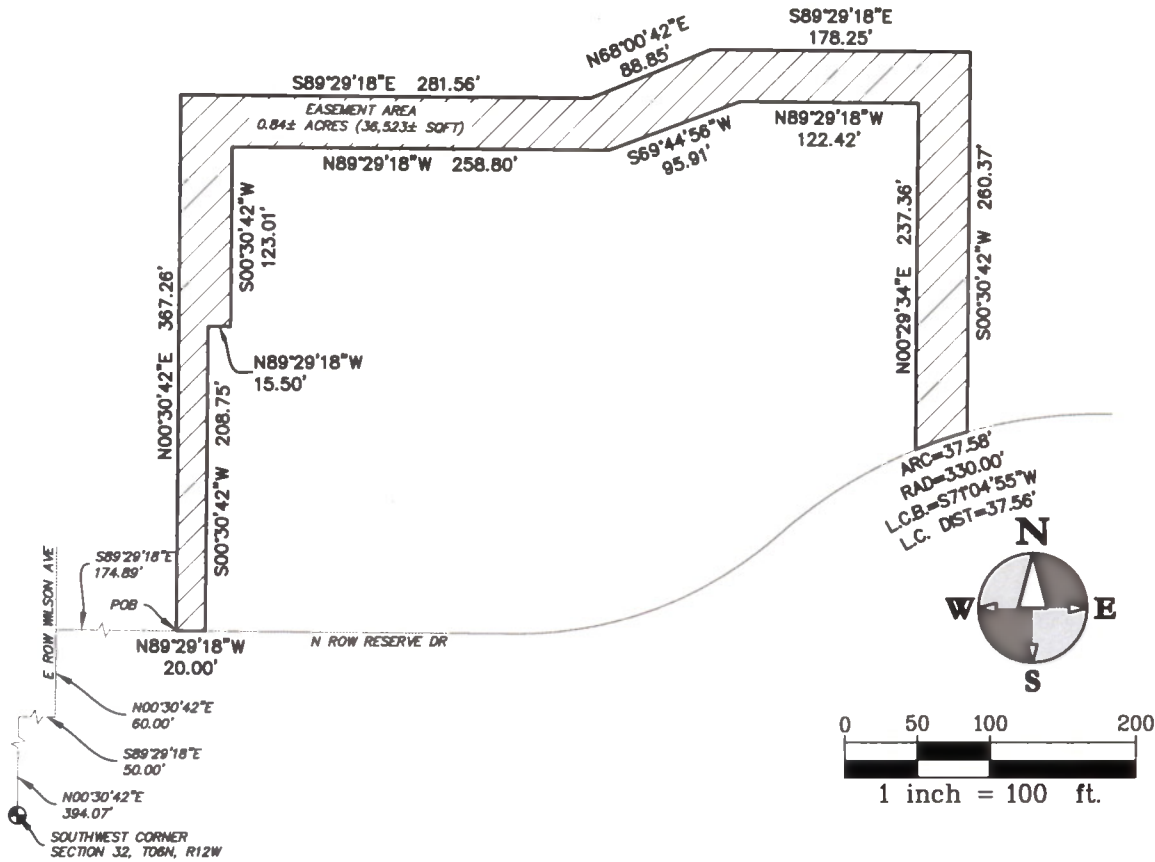
SADIE DULLAM
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 4, 2028
Acting in the County of Kent


Sadie Dullam Notary Public
State of Michigan, County of Kent
My Commission Expires: 3/4/28
Acting in the County of: Kent

Prepared by and after recording return to:
Sadie Dullam
Granger Group
2380 Health Dr SW, Ste 210
Wyoming, MI 49519

Legal Description by:
Hurley & Stewart, Inc.
Jeff Paulson
2800 11th St.
Kalamazoo, MI 49009

WATER AND SANITARY SEWER EASEMENT



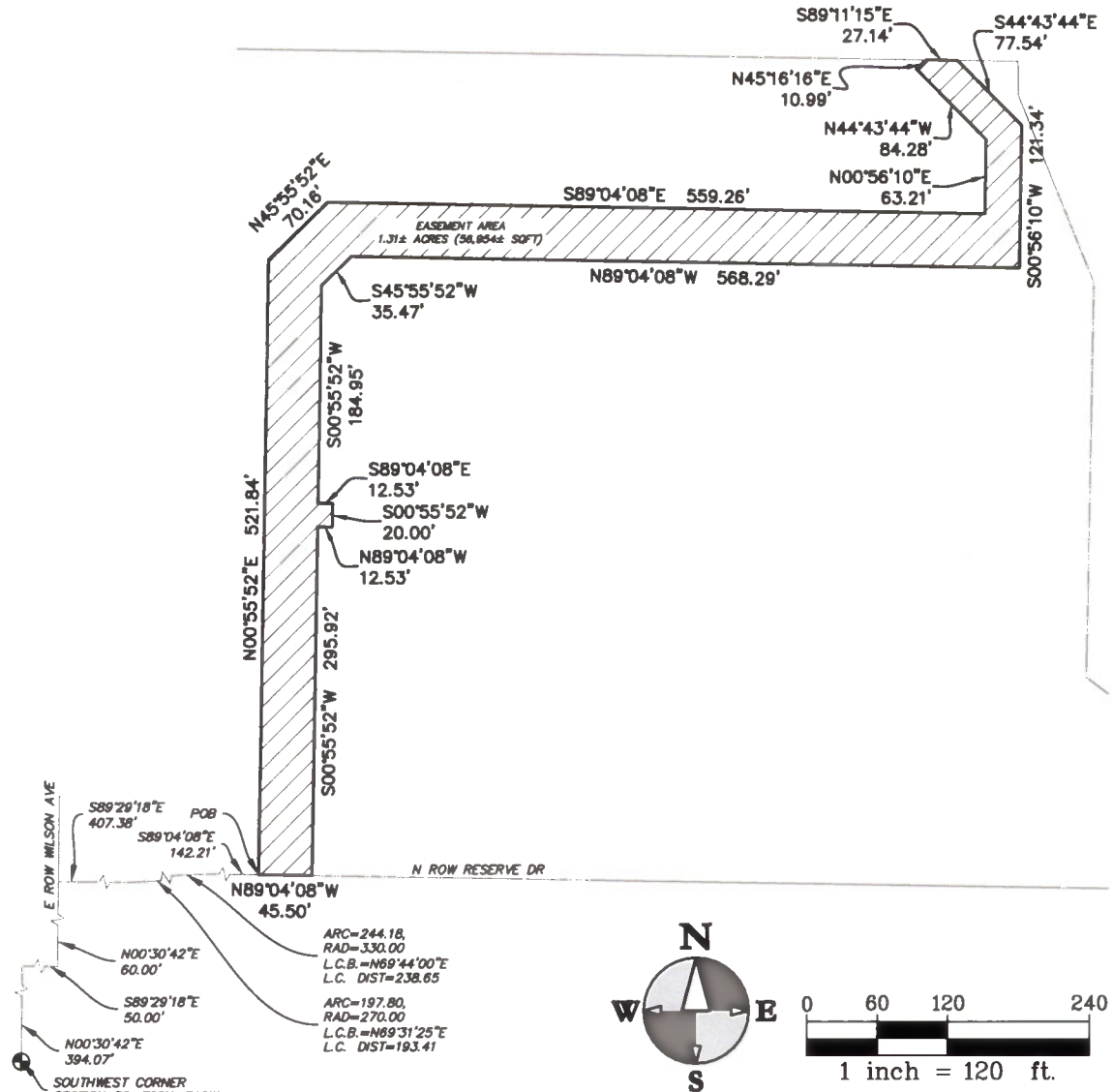
EASEMENT DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00 DEGREES 30 MINUTES 42 SECONDS EAST 394.07 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF WILSON AVENUE; THENCE PARALLEL WITH THE WEST LINE OF SECTION 32, NORTH 00 DEGREES 30 MINUTES 42 SECONDS EAST 60.00 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 174.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 30 MINUTES 42 SECONDS EAST 367.26 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 281.56 FEET; THENCE NORTH 68 DEGREES 00 MINUTES 42 SECONDS EAST 88.85 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 178.25 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 42 SECONDS WEST 260.37 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE, 37.58 FEET ALONG A 330.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 71 DEGREES 04 MINUTES 55 SECONDS WEST 37.56 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST 237.36 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 18 SECONDS WEST 122.42 FEET; THENCE SOUTH 69 DEGREES 44 MINUTES 56 SECONDS WEST 95.91 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 18 SECONDS WEST 258.80 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 42 SECONDS WEST 123.01 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 18 SECONDS WEST 15.50 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 42 SECONDS WEST 208.75 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 29 MINUTES 18 SECONDS WEST 20 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.84± ACRES (36,523± SQFT).

| | | | |
|----------------------------------|---|---|--|
| Drawing No 1 1 OF 1 | Title: EASEMENT EXHIBIT FLATS 2 TMGB WILSON FLATS | Job No.: 20-112D Date: 04/24/23 Scale: AS NOTED P.M.: TAK Dtg: BDS QA/QC: 04/24/23 |  hurley & stewart 2800 s. 11th street kalamazoo, michigan 49006 269.552.4980 fax: 269.552.4981 www.hurleystewart.com |
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WATER, STORM SEWER, AND SANITARY SEWER EASEMENT



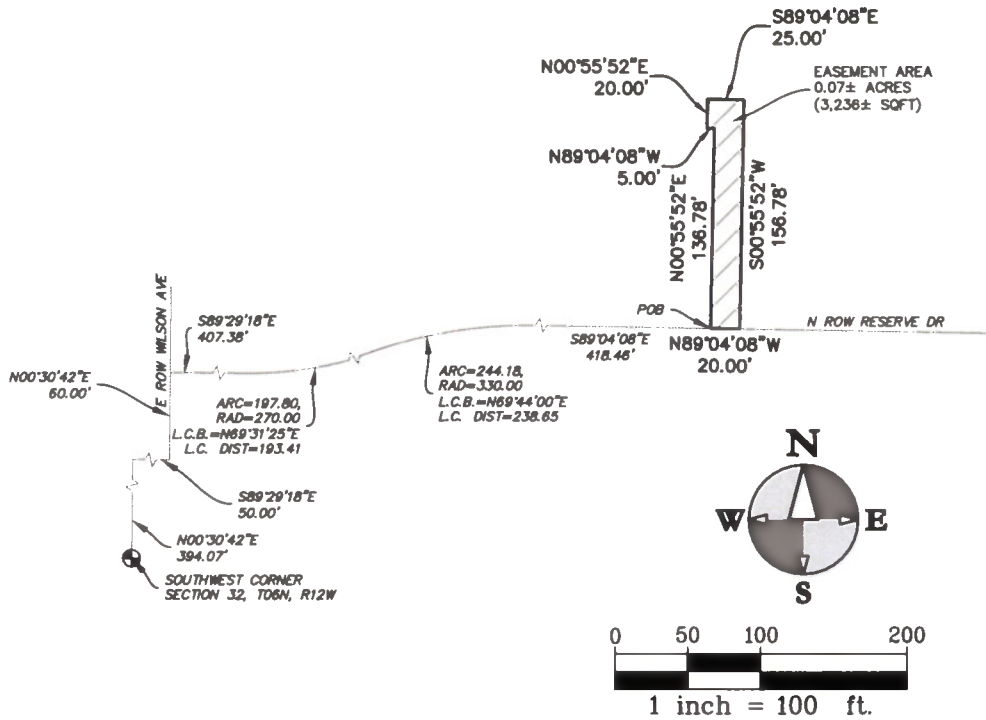
EASEMENT DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00 DEGREES 30 MINUTES 42 SECONDS EAST 394.07 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF WILSON AVENUE; THENCE PARALLEL WITH THE WEST LINE OF SECTION 32, NORTH 00 DEGREES 30 MINUTES 42 SECONDS EAST 60.00 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 4 COURSES, SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 407.38 FEET; THENCE NORTHEASTERLY 197.80 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 69 DEGREES 31 MINUTES 25 SECONDS EAST 193.41 FEET; THENCE NORTHEASTERLY 244.18 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 69 DEGREES 44 MINUTES 00 SECONDS EAST 238.65 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 142.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 521.84 FEET; THENCE NORTH 45 DEGREES 55 MINUTES 52 SECONDS EAST 70.16 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 559.26 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 10 SECONDS EAST 63.21 FEET; THENCE NORTH 44 DEGREES 43 MINUTES 44 SECONDS WEST 84.28 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 15 SECONDS EAST 27.14 FEET; THENCE SOUTH 44 DEGREES 43 MINUTES 44 SECONDS EAST 77.54 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 10 SECONDS WEST 121.34 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 568.29 FEET; THENCE SOUTH 45 DEGREES 55 MINUTES 52 SECONDS WEST 35.47 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 52 SECONDS WEST 184.95 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 12.53 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 52 SECONDS WEST 20.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 12.53 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 52 SECONDS WEST 295.92 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 45.50 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 1.31± ACRES (56,954± SQFT).

| | | | |
|--|---|---|--|
| Drawing No 1 1 OF 1 | EASEMENT EXHIBIT FLATS 3 TMGB WILSON FLATS | Job No.: 20-112D Date: 04/24/23 Scale: AS NOTED P.M.: TAK Dft: BOE QA/QC: 04/24/23 | hurley & stewart, llc 2800 s. 11th street kalamazoo, michigan 49008 269.552.4980 fax 269.552.4981 www.hurleyandstewart.com |
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WATER EASEMENT



EASEMENT DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE WEST LINE OF SAID SECTION, NORTH 00 DEGREES 30 MINUTES 42 SECONDS EAST 394.07 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF WILSON AVENUE; THENCE PARALLEL WITH THE WEST LINE OF SECTION 32, NORTH 00 DEGREES 30 MINUTES 42 SECONDS EAST 60.00 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING 4 COURSES, SOUTH 89 DEGREES 29 MINUTES 18 SECONDS EAST 407.38 FEET; THENCE NORTHEASTERLY 197.80 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 69 DEGREES 31 MINUTES 25 SECONDS EAST 193.41 FEET; THENCE NORTHEASTERLY 244.18 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 69 DEGREES 44 MINUTES 00 SECONDS EAST 238.65 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 418.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 136.78 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 5.00 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 52 SECONDS EAST 20.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 08 SECONDS EAST 25.00 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 52 SECONDS WEST 156.78 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 04 MINUTES 08 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINS 0.07± ACRES (3,236± SQFT)

| | | | |
|--|--|---|--|
| Drawing No <b style="font-size: 2em;">1 1 OF 1 | Title: EASEMENT EXHIBIT FLATS 3 Project: TMGB WILSON FLATS Client: | Job No.: 20-112D Date: 04/24/23 Scale: AS NOTED P.M.: YAK Dft: BOE QA/QC: 04/24/23 | hurley & stewart, llc 2800 s. 11th street kalamazoo, michigan 49009 269.552.4980 fax 269.552.4961 www.hurleystewart.com |
|--|--|---|--|

CITY OF WYOMING BUDGET AMENDMENT

Date: June 19, 2023

Budget Amendment No. 067

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$775,350 of budgetary authority to provide the necessary funds due to increases in watermain repairs, chemicals, electricity, and equipment maintenance costs in the Water Fund.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|-----------------|-----------------|-----------------|-----------------|
| <u>Water Fund</u> | | | | |
| Public Works - T&D Mains - Repairs and Maintenance | | | | |
| 591-441-56200-930.000 | \$ 149,000.00 | \$ 250,000.00 | | \$ 399,000.00 |
| Water Utility - Pumping and Treatment - Operating Supplies | | | | |
| 591-591-55300-740.000 | \$ 1,227,613.41 | \$ 57,800.00 | | \$ 1,285,413.41 |
| Water Utility - Pumping and Treatment - Communications | | | | |
| 591-591-55300-850.000 | \$ 55,025.00 | \$ 8,250.00 | | \$ 63,275.00 |
| Water Utility - Pumping and Treatment - Public Utilities | | | | |
| 591-591-55300-920.000 | \$ 2,079,801.99 | \$ 455,000.00 | | \$ 2,534,801.99 |
| Water Utility - Pumping and Treatment - Rentals | | | | |
| 591-591-55300-940.000 | \$ 2,500.00 | \$ 900.00 | | \$ 3,400.00 |
| Water Utility - Pumping and Treatment - Motor Pool Equipment Maintenance | | | | |
| 591-591-55300-947.200 | \$ 6,001.00 | \$ 3,400.00 | | \$ 9,401.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Fund Balance/Working Capital (Fund 591) | | \$ - | \$ 775,350.00 | |

Recommended: [Signature]
Senior Accountant

[Signature]
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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

CITY OF WYOMING BUDGET AMENDMENT

Date: June 19, 2023

Budget Amendment No. 068

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$75,000 of budgetary authority to provide the necessary funds for an increase in overtime and Motor Pool fuel and repair costs in the Major Street Fund.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Major Street Fund</u> | | | | |
| Public Works - Winter Activities - Overtime Salaries | | | | |
| 202-441-47800-708.000 | \$ 50,000.00 | \$ 21,000.00 | | \$ 71,000.00 |
| Public Works - Winter Activities - Motor Pool Equipment Maintenance | | | | |
| 202-441-47800-947.200 | \$ 90,000.00 | \$ 40,000.00 | | \$ 130,000.00 |
| Public Works - Winter Activities - Motor Pool Fuel | | | | |
| 202-441-47800-947.300 | \$ 18,000.00 | \$ 14,000.00 | | \$ 32,000.00 |
| | | | | |
| Fund Balance/Working Capital (Fund 202) | | \$ - | \$ 75,000.00 | |

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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

CITY OF WYOMING BUDGET AMENDMENT

Date: June 19, 2023

Budget Amendment No. 069

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$124,000 of budgetary authority to provide the necessary funds for an increase in overtime and Motor Pool fuel and repair costs in the Local Street Fund.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|----------------------|----------------|
| <u>Local Street Fund</u> | | | | |
| Public Works - Winter Activities - Overtime Salaries | | | | |
| 203-441-47800-708.000 | \$ 45,000.00 | \$ 33,000.00 | | \$ 78,000.00 |
| Public Works - Winter Activities - Motor Pool Equipment Maintenance | | | | |
| 203-441-47800-947.200 | \$ 75,000.00 | \$ 75,000.00 | | \$ 150,000.00 |
| Public Works - Winter Activities - Motor Pool Fuel | | | | |
| 203-441-47800-947.300 | \$ 15,000.00 | \$ 16,000.00 | | \$ 31,000.00 |
| | | | | |
| Fund Balance/Working Capital (Fund 203) | | <u>\$ -</u> | <u>\$ 124,000.00</u> | |

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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

CITY OF WYOMING BUDGET AMENDMENT

Date: June 19, 2023

Budget Amendment No. 070

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$165,000 of budgetary authority to provide the necessary funds due to an increase in repair and claim costs in the Sewer Fund.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Sewer Fund</u> | | | | |
| Public Works - Transmission - Maintenance Supplies | | | | |
| 590-441-54200-775.000 | \$ 50,000.00 | \$ 20,000.00 | | \$ 70,000.00 |
| Public Works - Transmission - Repairs and Maintenance | | | | |
| 590-441-54200-930.000 | \$ 386,500.00 | \$ 95,000.00 | | \$ 481,500.00 |
| Public Works - Transmission - Other Services | | | | |
| 590-441-54200-956.000 | \$ 60,500.00 | \$ 50,000.00 | | \$ 110,500.00 |
| | | | | |
| Fund Balance/Working Capital (Fund 590) | | \$ - | \$ 165,000.00 | |

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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

CITY OF WYOMING BUDGET AMENDMENT

Date: June 19, 2023

Budget Amendment No. 072

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$53,000 of budgetary authority to provide the necessary funds for increased cost in supplies, utilities, and repairs to maintain the Court and City Hall buildings in the General Fund.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>General Fund</u> | | | | |
| District Court - Building - Operating Supplies | | | | |
| 101-136-13610-740.000 | \$ 5,400.00 | \$ 2,000.00 | | \$ 7,400.00 |
| District Court - Building - Public Utilities | | | | |
| 101-136-13610-920.000 | \$ 77,920.00 | \$ 5,000.00 | | \$ 82,920.00 |
| District Court - Building - Repairs and Maintenance | | | | |
| 101-136-13610-930.000 | \$ 87,612.00 | \$ 20,000.00 | | \$ 107,612.00 |
| Facilities - Facilities Maintenance - Operating Supplies | | | | |
| 101-267-26700-740.000 | \$ 19,500.00 | \$ 5,000.00 | | \$ 24,500.00 |
| Facilities - Facilities Maintenance - Public Utilities | | | | |
| 101-267-26700-920.000 | \$ 109,650.00 | \$ 6,000.00 | | \$ 115,650.00 |
| Facilities - Facilities Maintenance - Repairs and Maintenance | | | | |
| 101-267-26700-930.000 | \$ 93,882.25 | \$ 15,000.00 | | \$ 108,882.25 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Fund Balance/Working Capital (Fund 101) | | \$ - | \$ 53,000.00 | |

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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

CITY OF WYOMING BUDGET AMENDMENT

Date: June 19, 2023

Budget Amendment No. 073

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$200,000 of budgetary authority to provide the necessary funds due to a significant increase in parts and outsourced repair costs in the Motor Pool Fund.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Motor Pool Fund</u> | | | | |
| Public Works - Equipment Operations - Maintenance Supplies | | | | |
| 661-441-58200-775.000 | \$ 175,000.00 | \$ 75,000.00 | | \$ 250,000.00 |
| Public Works - Equipment Operations - Repairs and Maintenance | | | | |
| 661-441-58200-930.000 | \$ 275,000.00 | \$ 125,000.00 | | \$ 400,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Fund Balance/Working Capital (Fund 661) | | \$ - | \$ 200,000.00 | |

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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 14, 2023
Subject: Budget Amendment No. 075
From: Katie Nyenhuis, Senior Accountant
CC: Jodi Yenchar, Finance Director
Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended City Council approve budget amendment number 075 to appropriate an additional \$10,000 of budgetary authority to the General Fund.

COMMUNITY, SAFETY, STEWARDSHIP:

It is the mission of the Tree Commission to aid in its effort to promote healthy tree cover and variation of tree species in the City of Wyoming. Trees are a valuable resource in the City of Wyoming, purifying the air and water, helping conserve the soil, providing habitat for wildlife, and enriching lives in important ways. Trees are essential to the community's well-being.

DISCUSSION:

This amount represents a budget transaction originally requested by the City Manager's Department as a matching contribution dedicated to the Tree Commission. This transaction was included in the department's final budget request but was inadvertently excluded from the list of expenditures approved by City Council at the budget public hearing in May 2022.

BUDGET IMPACT:

With the approval of the attached budget amendment, appropriate funds will be available in the General Fund, City Manager, Other Services account: 101-172-17200-956.000.

Attachment:
Budget Amendment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DANIEL BEAL FOR HIS SERVICE
AS A MEMBER OF THE HOUSING BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. Daniel Beal has served faithfully and effectively as a member of the Housing Board of Appeals since March 7, 2005.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Daniel Beal for his dedicated service as a member of the Housing Board of Appeals.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO AARON VELTHOUSE FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Aaron Velthouse has served faithfully and effectively as a member of the Parks and Recreation Commission since August 20, 2012.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Aaron Velthouse for his dedicated service as a member of the Parks and Recreation Commission.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DAN FARKAS FOR HIS SERVICE
AS A MEMBER OF THE HISTORICAL COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Dan Farkas has served faithfully and effectively as a member of the Historical Commission since March 21, 2016.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Dan Farkas for his dedicated service as a member of the Historical Commission.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO TIM DENT FOR HIS SERVICE
AS A MEMBER OF THE OFFICERS COMPENSATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Tim Dent has served faithfully and effectively as a member of the Officers Compensation Commission since September 5, 2017.

NOW, THEREFORE, BE IT RESOLVED:

1. Council Members and citizens of the City of Wyoming wish to express their deep appreciation to Tim Dent for his dedicated service as a member of the Officers Compensation Commission.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MALLORY BOURDO
FOR HER SERVICE AS A MEMBER OF THE TREE COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Mallory Bourdo has served faithfully and effectively as a member of the Tree Commission since June 17, 2019.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Mallory Bourdo for her dedicated service as a member of the Tree Commission.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT ANSELMO SARABIA AS A MEMBER OF THE
WYOMING PARKS AND RECREATION COMMISSION REPRESENTING
THE GODFREY-LEE PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of Godfrey-Lee Public School District Representative on the Wyoming Parks and Recreation Commission for a term expiring June 30, 2026.
2. The Godfrey-Lee Public School District has recommended that Anselmo Sarabia be appointed to the Wyoming Parks and Recreation Commission as a representative of the district.
3. It is the desire of the City Council that Anselmo Sarabia be appointed to fill the term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Anselmo Sarabia as a member of the Parks and Recreation Commission for the City of Wyoming for the term ending June 30, 2026.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT MEAGAN ROCHE AS A MEMBER OF THE
HOUSING BOARD OF APPEALS FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending June 30, 2028.
2. City Council wishes to appoint Meagan Roche as a member of the Housing Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Meagan Roche as a member of the Housing Board of Appeals for the term ending June 30, 2028.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOYCE ROHRER AS A MEMBER
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending January 1, 2026.
2. City Council wishes to appoint Joyce Rohrer as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Joyce Rohrer as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2026.

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 19, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT BRIAN VAN EERDEN AS A MEMBER OF THE
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Brian Van Eerden has submitted an application requesting appointment to the Historical Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2026.
3. Mayor Kent Vanderwood has recommended that Brian Van Eerden be appointed as a member of the Historical Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Brian Van Eerden to the Wyoming Historical Commission for the term ending on June 30, 2026.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT FLADIANA LOPEZ AS A MEMBER OF THE
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Fladiana Lopez has submitted an application requesting appointment to the Tree Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2027.
3. Mayor Kent Vanderwood has recommended that Fladiana Lopez be appointed as a member of the Tree Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Fladiana Lopez to the Wyoming Tree Commission for the term ending June 30, 2027.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT GABRIELA DE LA VEGA AS A MEMBER OF
THE WKTV COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Gabriela De La Vega has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2024, on the WKTV Commission.
3. City Council wishes to appoint Gabriela De La Vega as a member of the WKTV Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Gabriela De La Vega as a member of the WKTV Commission for the regular term ending June 30, 2024.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS, AND
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires on June 30, 2023.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for the following members: Bruce Robey, Robert Kaminski, William VanderSluis and Garry Vandenberg.
2. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION OR COMMITTEE

TERM ENDING

Community Development Committee

Luke Moeckel

06/30/2025

Jonathan Cauchi

06/30/2025

Ryan Quanstrom

06/30/2025

Election Commission

Bruce Robey

06/30/2025

Parks & Recreation Commission

Alexander Fera

06/30/2026

Ellen Akhurst

06/30/2026

Eugene Kort

06/30/2026

Retirement Board

Robert Kaminski

06/30/2026

WKTU Commission

Doug Jurgens

06/30/2026

Robert Brenzing

06/30/2026

Zoning Board of Appeals

Ciarra Adkins

06/30/2026

William VanderSluis

06/30/2026

Garry VandenBerg

06/30/2026

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS
TO THE BOARD OF DIRECTORS OF THE GRAND VALLEY REGIONAL
BIOSOLIDS AUTHORITY

WHEREAS:

1. It is the desire of the Wyoming City Council to appoint City Manager John Shay to the Grand Valley Regional Biosolids Authority.
2. The terms of appointment for the City of Wyoming's representatives Myron Erickson as Director and Aaron Vis as Alternate Director on the Board of Directors of the Grand Valley Regional Biosolids Authority will expire on June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Wyoming hereby appoints City Manager John Shay, and reappoints Director of Public Works Myron Erickson as Director, and Assistant Director of Public Works-Maintenance Aaron Vis as Alternate Director, for three-year terms ending June 30, 2026.

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 19, 2023.

Kelli A VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT KIMBERLY KOSTER AS A REPRESENTATIVE OF THE
CITY OF WYOMING ON THE BOARD OF THE EMS CONSORTIUM PARTNERSHIP

WHEREAS:

1. The term of Kimberly Koster as a Wyoming representative on the EMS Consortium Board of Directors, expires on June 30, 2023.
2. It is the desire of the Wyoming City Council to reappoint Kimberly Koster as a Wyoming representative to the EMS Consortium Board of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Kimberly Koster as a representative of the City of Wyoming on the EMS Consortium Board of Directors for a four-year term expiring June 30, 2027.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
CONSTRUCTION BOARD OF APPEALS AND HOUSING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals and Housing Commission expires on June 30, 2023.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals and Housing Commission:

| <u>BOARD, COMMISSION OR COMMITTEE</u> | <u>TERM ENDING</u> |
|---------------------------------------|--------------------|
| <u>Construction Board of Appeals</u> | |
| Kenneth Stockel | 06/30/2026 |
| William Kerby | 06/30/2026 |
| <u>Housing Commission</u> | |
| Jennifer Stowell | 06/30/2028 |

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for member William Kerby on the Construction Board of Appeals.
2. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals and Housing Commission for the City of Wyoming to the term so stated.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
HISTORICAL COMMISSION AND PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission and the Planning Commission expires on June 30, 2023.
2. It is the desire of Mayor Kent Vanderwood that members be reappointed to serve on the Historical Commission and the Planning Commission for the City of Wyoming:

| <u>BOARD, COMMISSION OR COMMITTEE</u> | <u>TERM ENDING</u> |
|---------------------------------------|--------------------|
| <u>Historical Commission</u> | |
| William Branz | 06/30/2026 |
| <u>Planning Commission</u> | |
| Chris Weller | 06/30/2026 |
| David (Alex) Smart | 06/30/2026 |
| Chris Hall | 06/30/2026 |

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for the following members: William Branz and Chris Weller.
2. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission and the Planning Commission for the City of Wyoming to the terms so stated.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF KIRK DRIESENKA
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE CITY OF WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Kirk Driesenga has submitted an application requesting appointment to the Downtown Development Authority for the City of Wyoming.
2. A vacancy exists in a term ending January 1, 2026 on the Downtown Development Authority.
3. Mayor Kent Vanderwood has recommended that Kirk Driesenga be appointed as a member of the Board of Directors of the City of Wyoming Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Kirk Driesenga as a member of the Board of Directors of the City of Wyoming Downtown Development Authority for the term ending January 1, 2026.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF LORI PUNG
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE CITY OF WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Lori Pung has submitted an application requesting appointment to the Downtown Development Authority for the City of Wyoming.
2. A vacancy exists in a term ending January 1, 2025, on the Downtown Development Authority.
3. Mayor Kent Vanderwood has recommended that Lori Pung be appointed as a member of the Board of Directors of the City of Wyoming Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Lori Pung as a member of the Board of Directors of the City of Wyoming Downtown Development Authority for the term ending January 1, 2025.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT JOHN SHAY TO SERVE ON THE INDIGENT
DEFENSE ADMINISTRATION BOARD FOR A 4-YEAR TERM ENDING
JUNE 30, 2027

WHEREAS:

1. Wyoming as the court funding unit for the 62-A District Court, Walker and Grandville as the court funding units for the 59th District Court, and Kentwood as the court funding unit for the 62-B District Court collaboratively worked to address their respective obligations under the Michigan indigent defense commission act, 2013 PA 93, MCL 780.981 *et seq.* (“PA 93”), securing a single grant from the Michigan Indigent Defense Commission (“MIDC”) for use, in conjunction with their respective “local shares,” to fund indigent defense services and administration.
2. The cities have cooperated in providing for indigent defense services in the courts by an Indigent Defense Collaboration Contract dated December 21, 2021, pursuant to which they formed an indigent defense administration board (IDAB) consisting of 2 representatives from each community to oversee those services and the work of the indigent defense administrator employed by Wyoming pursuant to that contract.
3. John McCarter’s appointment to the IDAB expires on June 30, 2023, which roughly coincides with his resignation as deputy city manager, leaving a vacancy to be filled by a mayoral appointment with consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. John Shay is appointed to serve as a city representative on the IDAB for a term expiring on June 30, 2027.
2. All resolutions and parts of resolutions are, to the extent any conflict with this resolution, rescinded.

Moved by Councilmember/Commissioner:

Seconded by Councilmember/Commissioner:

Motion Carried Yes
 No

CERTIFICATION

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on June 19, 2023.

Date: _____, 2023

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE AMENDMENT NO. 41
IN THE ARTICLES OF INCORPORATION OF
GRAND VALLEY METROPOLITAN COUNCIL

WHEREAS:

1. The members of Grand Valley Metropolitan Council (“Metro Council”) have by majority vote approved Amendment No. 41 (withdrawal of the City of Hastings) in the Articles of Incorporation of Grand Valley Metro Council.
2. The amendments have now been submitted for approval by the legislative bodies of the local governmental units that belong to Metro Council.
3. The City Council of the City of Wyoming has considered Amendment No. 41 in the Articles of Incorporation of Metro Council.

NOW, THEREFORE, BE IT RESOLVED:

1. Amendment No. 41 in the Articles of Incorporation of Grand Valley Metropolitan Council is hereby APPROVED.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

AMENDMENT NO. 41

To Remove the City of Hastings as a Member

1. The first paragraph of the Articles of Incorporation is hereby amended to read in its entirety as follows:

ARTICLES OF INCORPORATION GRAND VALLEY METROPOLITAN COUNCIL

These Articles of Incorporation are adopted and executed by the incorporating units ("Units"), the City of Grand Rapids, the City of Kentwood, the City of East Grand Rapids, the City of Grandville, the City of Rockford, the City of Hudsonville, the City of Cedar Springs, Byron Township, Plainfield Township, Alpine Township, Gaines Township, Kent County, Grand Rapids Township, Algoma Township, City of Coopersville, City of Greenville, City of Ionia, City of Walker, Courtland Township, City of Wayland, Village of Middleville, Tallmadge Township, Georgetown Township, Ottawa County, Caledonia Township, Cannon Township, Allendale Township, Cascade Township, Jamestown Township, the City of Wyoming, the City of Lowell, the City of Belding, Ada Township, the Village of Sand Lake, Lowell Township, Nelson Township, the Village of Sparta, and the Village of Caledonia for the purpose of constituting a Metropolitan Council pursuant to the provisions of Act No. 292 of the Michigan Public Acts of 1989 (the "Act").

RESOLUTION NO. _____

RESOLUTION OF AUTHORIZATION TO SUPPORT
A GRANT SUBMISSION FOR THE DNR SPARK GRANT

WHEREAS:

1. The DNR Spark Grant program provides funding for recreational parks impacted by the pandemic.
2. The City of Wyoming Parks and Recreation Department recommends a submission of a grant application titled, "Pinery Park - City Center Trails" to the Spark grant program for the development of trail connections through Pinery Park to the City Center.
3. The DNR Spark Grant includes a requirement that the local governing body authorize submission of the grant.
4. There are no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes a grant submission for DNR Spark Grant Application in the amount of \$400,000.
2. The City Council authorizes the Mayor and City Clerk to sign the grant application.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

Date: June 14, 2023

Subject: Authorization to Support a Grant Submission for the DNR Spark Grant

From: Krashawn Martin, Director of Parks and Recreation

CC: Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended City Council support a grant submission for the Department of Natural Resources (DNR) Spark Grant for the development of trail connection to the City Center in Pinery Park in the amount of \$400,000.

COMMUNITY, SAFETY, STEWARDSHIP:

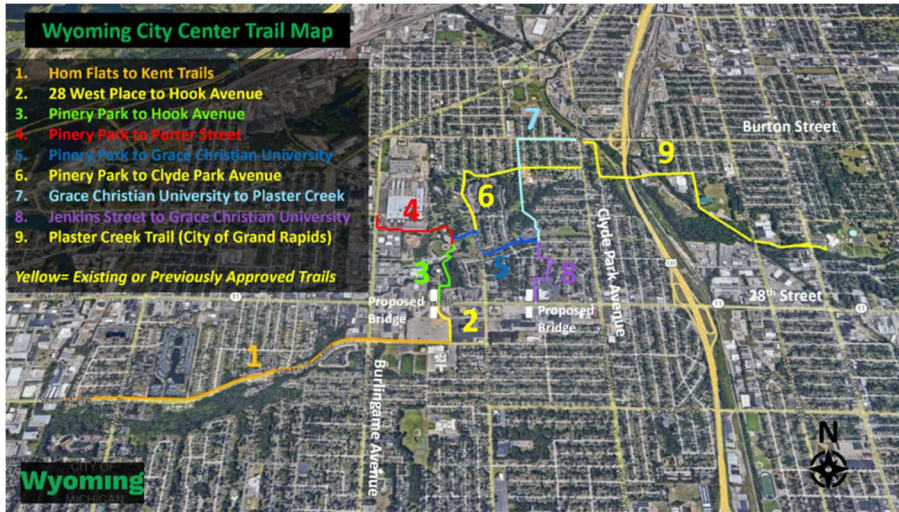
The City of Wyoming Parks and Recreation Department is committed to providing recreational programs that enrich the quality of life for residents. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

DISCUSSION:

The City of Wyoming Parks and Recreation Department maintains 21 parks and recreational facilities and around 500 recreational program annually for residents. The department seeks to provide health and wellness opportunities for residents by connecting park assets to recreation.

The Michigan DNR Spark Grant program aims to help local communities create, renovate, and redevelop public recreation opportunities for residents and visitors, especially those communities whose economies and health were hardest hit by the pandemic. These grants support projects that provide safe, accessible, public recreation facilities and spaces to improve people's health, introduce new recreation experiences, build on existing park infrastructure and make it easier for people to enjoy both indoor and outdoor recreation.

The Parks and Recreation Department is seeking DNR Spark Grant Funding to support the City Center trail connections at Pinery Park.



The grant application requires a resolution supporting the application.

BUDGET IMPACT:

There are no budget implications. The grant does not require matching funds.

Attachments:
Resolution

RESOLUTION NO. _____

RESOLUTION TO ACCEPT COOPERATIVE 21ST CENTURY COMMUNITY
LEARNING CENTERS AGREEMENTS WITH GODFREY-LEE PUBLIC SCHOOLS

WHEREAS:

1. The City desires to partner with Godfrey Lee Public Schools to provide after-school programming for youth.
2. It is recommended City Council accept the cooperative 21st Century Community Learning Center agreements with Godfrey-Lee Public Schools to provide summer programming at North Godwin Elementary, Godfrey-Lee Early Childhood Center, West Godwin, Godfrey Elementary (Cohort L-1) and Godwin Middle and Lee Middle (Cohort L-2) from July 1, 2023 through July 31, 2023.
3. These agreements confirm that all 21st Century Community Learning Centers Grants (received by Godfrey Lee Public Schools) cover all costs to the City on a reimbursement basis with no matching funds required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the Cooperative 21st Century Community Learning Centers agreements with Godfrey-Lee Public Schools from July 1, 2023 through July 31, 2023.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreements.

Moved by Councilmember:

Seconded by Councilmember:

| | |
|----------------|-----|
| Motion Carried | Yes |
| | No |

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Agreements

Resolution No. _____

STAFF REPORT

Date: June 14, 2023

Subject: Godfrey-Lee Public Schools 21st Century Community Learning Centers Grants (TEAM 21)

From: Krashawn Martin, Director of Parks and Recreation

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended City Council approve agreements (2) with the Godfrey-Lee School District, allowing for the implementation and management of the TEAM 21 after-school and summer program in partnership with Godwin Heights Public Schools. The agreements are for July 1 – July 31, 2023.

COMMUNITY, SAFETY, STEWARDSHIP:

TEAM 21 provides after-school and summer programming for the Wyoming community. The program is free of charge to participants and provides them a safe place to learn and grow during out-of-school hours. The City of Wyoming Parks and Recreation Department is concluding its administrative support to the program for future grant renewals on July 31, 2023.

DISCUSSION:

TEAM 21 program is funded by multiple grants, each authorized within five-year funding cycles. Beginning July 1, 2023, Godfrey-Lee Public Schools is the grantee of record with the State of Michigan and acts as the fiduciary for fund distribution across all partners. To maintain clarity for grant records, individual agreements are required for each Cohort (grant) agreement.

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

Cohort L-1 Grant - (ending July 31, 2023)

North Godwin Elementary (GHPS), Godfrey-Lee Early Childhood Center (GLPS), West Godwin (GHPS), Godfrey Elementary (GLPS)

Cohort L-2 Grant – (ending July 31, 2023)

Godwin Middle (GHPS) and Lee Middle (GLPS)

BUDGET IMPACT:

Our agreements with Godfrey-Lee Public Schools ensure that all 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 2023.

Budget amendments will be processed by the Finance Director and presented to City Council for approval after July 1, 2023. The FY 2024 budget cannot be amended until it is active, per the Finance Director.

The impacted budget account numbers are:

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

**GODFREY-LEE PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTERS AGREEMENT
(Cohort L1)
JULY 1, 2023 to JULY 31, 2023**

This Cooperative 21st Century Community Learning Centers (21st CCLC) Agreement, is made as of July 1, 2023, between Godfrey-Lee Public Schools (“GLPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both GLPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, GLPS will partner to provide such services and/or products (indicated below) to children at West Godwin Elementary, North Godwin Elementary, Godfrey Elementary, and Godfrey-Lee Early Childhood Center. GLPS 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. GLPS will be the fiscal agent and City will draw down appropriate funds monthly. Such payment shall be made from GLPS 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. GLPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the GLPS 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 GLPS when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. GLPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the GLPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with GLPS 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 GLPS on a monthly basis in a manner similar to the following format:

| | |
|---------------------------|-------------|
| Salaries | \$7,941.00 |
| Salaries – Temporary | \$43,802.00 |
| FICA | \$3,602.00 |
| Hospitalization Insurance | \$1,783.00 |
| Life Insurance | \$4.00 |
| Pension – Pension | \$374.00 |
| Pension – DC Plan | \$262.00 |
| Pension – Health – DC | \$1.00 |
| Workers Comp. Insurance | \$1,396.00 |
| CIP & Longevity | \$25.00 |
| Liability Insurance | \$739.00 |
| Total | \$59,929.00 |

12. GLPS 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 GLPS Grant Coordinator has direct oversight of the 21st CCLC. GLPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but GLPS may request action be taken. The GLPS Grants Coordinator and City project director will each provide GLPS 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. GLPS shall be held harmless in all manners, except for GLPS’s gross negligence and willful acts.

15. This agreement will terminate July 31, 2023, unless the parties agree in writing to extend it beyond that date.

CITY OF WYOMING

Dated: _____, 2023

By _____
Kent Vanderwood, Mayor

Dated: _____, 2023

By _____
Kelli A. VandenBerg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

Godfrey-Lee PUBLIC SCHOOLS

Dated: 15 June, 2023

By 
Dirk Weeldreyer, Interim Superintendent

**GODFREY-LEE PUBLIC SCHOOLS
AND
CITY OF WYOMING
COOPERATIVE 21ST CENTURY COMMUNITY LEARNING CENTERS AGREEMENT
(Cohort L2)
JULY 1, 2023 to JULY 31, 2023**

This Cooperative 21st Century Community Learning Centers (21st CCLC) Agreement, is made as of July 1, 2023, between Godfrey-Lee Public Schools (“GLPS”) and the City of Wyoming, (“City”), and may be altered with mutual written consent from both GLPS and City when and where applicable. The parties agree as follows.

1. In the spirit of cooperation, and a good relationship with City, and to benefit the children of our community, for the primary purpose of optimizing student opportunities with limited funding, GLPS will partner to provide such services and/or products (indicated below) to children at Godwin Heights Middle, and Lee Middle schools. GLPS 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. GLPS will be the fiscal agent and City will draw down appropriate funds monthly. Such payment shall be made from GLPS 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. GLPS will reimburse the necessary funds for the salary and benefits to City for these positions.
3. City will cooperate with the GLPS 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 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 GLPS when the program ceases to exist.
7. City will provide necessary student, parent, and community activities. GLPS will reimburse the necessary funds for the salary and benefits to City for these positions.
8. City will assist the GLPS Grants Coordinator in necessary completion of paperwork involved in registering students, attendance, and material purchases.

9. City will cooperate with GLPS in preparation of all state and federal reports that apply to the 21st CCLC Grant. City and GLPS 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 GLPS on a monthly basis in a manner similar to the following format:

| | |
|---------------------------|-------------|
| Salaries | \$3,971.00 |
| Salaries – Temporary | \$18,104.00 |
| FICA | \$1,510.00 |
| Hospitalization Insurance | \$737.00 |
| Life Insurance | \$2.00 |
| Pension – Pension | \$187.00 |
| Pension – DC Plan | \$131.00 |
| Pension – Health – DC | \$1.00 |
| Workers Comp. Insurance | \$584.00 |
| CIP & Longevity | \$25.00 |
| Liability Insurance | \$308.00 |
| Total | \$25,560.00 |

12. GLPS 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 GLPS Grant Coordinator has direct oversight of the 21st CCLC. GLPS’s Administrative Services will exclude all direct disciplinary actions with City employees, but GLPS may request action be taken. The GLPS Grants Coordinator and City project director will each provide GLPS 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. GLPS shall be held harmless in all manners, except for GLPS’s gross negligence and willful acts.

15. This agreement will terminate July 31, 2023, unless the parties agree in writing to extend it beyond that date.

CITY OF WYOMING

Dated: _____, 2023

By _____
Kent Vanderwood, Mayor

Dated: _____, 2023

By _____
Kelli A. Vandenberg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

Godfrey-Lee PUBLIC SCHOOLS

Dated: 15 June, 2023

By 
Dirk Weeldreyer, Interim Superintendent

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN

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 provide fair housing enforcement and education services.
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. The Wyoming City Council desires to invest \$5,000 in this service.
3. The Fair Housing Center, in partnership with The Diatribe, will conduct a community outreach program to educate the public about fair housing. The Wyoming City Council desires to invest \$3,750 in this service.
4. The Wyoming City Council has approved the 2023-2024 budget, which includes these services. These funds shall be available in Account No. 256-400-69224-956.035.

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.
2. The Wyoming City Council authorizes the Mayor 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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: June 14, 2023

Subject: CDBG Funding 2023-2024

From: Paul Smith, Assistant Director of Community & Economic Development

Cc: Nicole Hofert, Director of Community & Economic Development

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2023 through May 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Five Year 2021-2026 Consolidated Plan identifies 10 priority needs. Several of those priorities are addressed through public services provided by subrecipients, including: maintain housing stock and housing rehabilitation, homelessness, access to affordable owner housing, access to affordable rental housing, and fair housing and consumer legal services. West Michigan is fortunate to have a robust network of non-profits that have deep expertise in these services. The City contracts with these organizations to leverage their capabilities, rather than attempting to provide those services directly. This allows the City to support the valuable work of these community organizations and prevents the City from creating duplicative services that could more efficiently be served by private organizations.

DISCUSSION:

The Wyoming City Council approved the 2023-2024 Annual Action Plan at its May 1 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement and Education:** 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing (\$8,750.00).
- **Family Promise of Grand Rapids - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 10 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).

- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **ICCF Community Homes - Rapid Rehousing:** 3 low- and moderate- income families or individuals will have the benefit of rapid rehousing assistance from the Inner City Christian Federation to reduce the likelihood of long-term homelessness (\$10,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 112 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$60,000.00).

Each year, City Council approves these contracts before the start of the new fiscal year based on an estimate of the City's entitlement award, so these organizations can provided uninterrupted service. If necessary, these contracts may be amended when the actual award is made in late summer. Any amendments will be brought back to City Council for approval. Note that all contracts are subject to City Attorney approval.

BUDGET IMPACT:

The contract amounts are not exceed the following: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69224-956.035), Family Promise of Grand Rapids (256-400-69224-956.311 and 256-400-69224-956.312), Heart of West Michigan United Way (256-400-17524-956.036), Home Repair Services (256-400-69224-956.085), ICCF Community Homes (256-400-69224-956.310), and Legal Aid of Western Michigan (256-400-69224-956.304).

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE FAIR HOUSING CENTER OF WEST MICHIGAN
JULY 1, 2023 THROUGH JUNE 30, 2024**

This Subrecipient Contract is made as of June _____, 2023, to be effective from July 1, 2023 through June 30, 2024 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 \$5,000.00 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 \$3,750.00.

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, 2024. 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 \$8,750.00 for actual and reasonable expenses earned through June 30, 2024, with the final quarter payment request due by July 14, 2024. 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 Five Thousand dollars (\$5,000.00) for complaint assistance/investigation services as described herein.
2. Up to Three Thousand, Seven Hundred Fifty dollars (\$3,750.00) 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 \$8,750 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, 2023

Subaward Period of Performance Start & End Date – July 1, 2023-June 30, 2024

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$8,750.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$8,750.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$8,750.00

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: _____
Kent Vanderwood, Mayor

By: _____
Sharon Smith, President

Date signed: _____, 2023

Date signed: _____, 2023

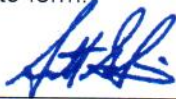
By: _____
Kelli A. VandenBerg, Clerk

By: _____
Nancy L. Haynes, Executive Director

Date signed: _____, 2023

Date signed: _____, 2023

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 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.
2. Family Promise of Grand Rapids shall provide re-housing financial assistance for low- and moderate-income families moving out of homelessness and into stabilized housing with short-term rental assistance. The Wyoming City Council desires to invest \$15,000 in this service.
3. Family Promise of Grand Rapids shall provide 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. The Wyoming City Council desires to invest \$10,000 in this service.
4. The Wyoming City Council has approved the 2023-2024 budget, which includes these services. The re-housing financial assistance funds shall be available in Account No. 256-400-69224-956.311 and the re-housing stabilization services shall be available in Account No. 256-400-69224-956.312.

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 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 19, 2023.

KELLI A. VANDENBERG
Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: June 14, 2023

Subject: CDBG Funding 2023-2024

From: Paul Smith, Assistant Director of Community & Economic Development

Cc: Nicole Hofert, Director of Community & Economic Development

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2023 through May 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Five Year 2021-2026 Consolidated Plan identifies 10 priority needs. Several of those priorities are addressed through public services provided by subrecipients, including: maintain housing stock and housing rehabilitation, homelessness, access to affordable owner housing, access to affordable rental housing, and fair housing and consumer legal services. West Michigan is fortunate to have a robust network of non-profits that have deep expertise in these services. The City contracts with these organizations to leverage their capabilities, rather than attempting to provide those services directly. This allows the City to support the valuable work of these community organizations and prevents the City from creating duplicative services that could more efficiently be served by private organizations.

DISCUSSION:

The Wyoming City Council approved the 2023-2024 Annual Action Plan at its May 1 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement and Education:** 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing (\$8,750.00).
- **Family Promise of Grand Rapids - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 10 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).

- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **ICCF Community Homes - Rapid Rehousing:** 3 low- and moderate- income families or individuals will have the benefit of rapid rehousing assistance from the Inner City Christian Federation to reduce the likelihood of long-term homelessness (\$10,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 112 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$60,000.00).

Each year, City Council approves these contracts before the start of the new fiscal year based on an estimate of the City’s entitlement award, so these organizations can provided uninterrupted service. If necessary, these contracts may be amended when the actual award is made in late summer. Any amendments will be brought back to City Council for approval. Note that all contracts are subject to City Attorney approval.

BUDGET IMPACT:

The contract amounts are not exceed the following: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69224-956.035), Family Promise of Grand Rapids (256-400-69224-956.311 and 256-400-69224-956.312), Heart of West Michigan United Way (256-400-17524-956.036), Home Repair Services (256-400-69224-956.085), ICCF Community Homes (256-400-69224-956.310), and Legal Aid of Western Michigan (256-400-69224-956.304).

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

This Subrecipient Contract is made as of June _____, 2023 to be effective from July 1, 2023 through June 30, 2024 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 \$15,000.00.

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 \$10,000.00.

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 \$15,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and a maximum total of \$10,000.00 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, 2023, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2024.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$15,000.00 to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and \$10,000.00 from July 1, 2023 to June 30, 2024, 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 2024 invoice not later than July 14, 2024, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2023 through June 30, 2024. Final invoices for reimbursement for the completed contract period ending June 30, 2024, must be submitted to City with all necessary supporting documentation not later than July 14, 2024.

3. If Subrecipient incurs no expenses for the fiscal year reporting period ending June 30, 2024, 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, 2024 by July 14, 2024 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 \$15,000 for Re-Housing Financial Assistance and \$10,000 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, 2023

Subaward Period of Performance Start & End Date – July 1, 2023 - June 30, 2024

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$15,000.00 for Re-Housing Financial Assistance; \$10,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$15,000.00 for Re-Housing Financial Assistance; \$10,000.00 for Re-Housing Stabilization Services.

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

\$15,000.00 for Re-Housing Financial Assistance; \$10,000.00 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: _____
Kent Vanderwood, Mayor

By: _____
Cheryl Schuch, CEO

Date signed: _____, 2023

Date signed: _____, 2023

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2023

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 HEART OF WEST MICHIGAN UNITED WAY

WHEREAS:

1. 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.
2. The City desires to invest \$5,000 in the Heart of West Michigan United Way 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 Wyoming City Council has approved the 2023-2024 budget, which includes these services. These funds shall be available in Account No. 256-400-17524-956.036.

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 Heart of West Michigan United Way for an amount not to exceed \$5,000.00.
2. The Wyoming City Council authorizes the Mayor 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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Agreement
Staff Report

STAFF REPORT

Date: June 14, 2023

Subject: CDBG Funding 2023-2024

From: Paul Smith, Assistant Director of Community & Economic Development

Cc: Nicole Hofert, Director of Community & Economic Development

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2023 through May 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Five Year 2021-2026 Consolidated Plan identifies 10 priority needs. Several of those priorities are addressed through public services provided by subrecipients, including: maintain housing stock and housing rehabilitation, homelessness, access to affordable owner housing, access to affordable rental housing, and fair housing and consumer legal services. West Michigan is fortunate to have a robust network of non-profits that have deep expertise in these services. The City contracts with these organizations to leverage their capabilities, rather than attempting to provide those services directly. This allows the City to support the valuable work of these community organizations and prevents the City from creating duplicative services that could more efficiently be served by private organizations.

DISCUSSION:

The Wyoming City Council approved the 2023-2024 Annual Action Plan at its May 1 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement and Education:** 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing (\$8,750.00).
- **Family Promise of Grand Rapids - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 10 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).

- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **ICCF Community Homes - Rapid Rehousing:** 3 low- and moderate- income families or individuals will have the benefit of rapid rehousing assistance from the Inner City Christian Federation to reduce the likelihood of long-term homelessness (\$10,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 112 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$60,000.00).

Each year, City Council approves these contracts before the start of the new fiscal year based on an estimate of the City’s entitlement award, so these organizations can provided uninterrupted service. If necessary, these contracts may be amended when the actual award is made in late summer. Any amendments will be brought back to City Council for approval. Note that all contracts are subject to City Attorney approval.

BUDGET IMPACT:

The contract amounts are not exceed the following: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69224-956.035), Family Promise of Grand Rapids (256-400-69224-956.311 and 256-400-69224-956.312), Heart of West Michigan United Way (256-400-17524-956.036), Home Repair Services (256-400-69224-956.085), ICCF Community Homes (256-400-69224-956.310), and Legal Aid of Western Michigan (256-400-69224-956.304).

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
HEART OF WEST MICHIGAN UNITED WAY**

This Subrecipient Contract is made as of June _____, 2023 to be effective from July 1, 2023, through June 30, 2024, 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, 2023, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2024.

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 2023-2024 invoice not later than July 14, 2024, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2023, through June 30, 2024. Final invoices for reimbursement for the completed contract period ending June 30, 2024, must be submitted to City with all necessary supporting documentation not later than July 14, 2024.

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, 2024, 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, 2024, by July 14, 2024, 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, 2024.
- 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, 2023

Subaward Period of Performance Start & End Date – July 1, 2023 - June 30, 2024

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: _____
Kent Vanderwood, Mayor

By: _____
Michelle VanDyke, President/CEO

Date signed: _____, 2023

Date signed: _____, 2023

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Gail Montgomery, Vice President of Finance

Date signed: _____, 2023

Date signed: _____, 2023

Approved as to form:



Scott G. Smith, City Attorney

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 City desires to invest \$90,000.00 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.
3. The Wyoming City Council has approved the 2023-2024 budget, which includes these services. These funds shall be available in Account No. 256-400-69224-956.085.

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 \$90,000.00.
2. The Wyoming City Council authorizes the Mayor 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 19, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: June 14, 2023

Subject: CDBG Funding 2023-2024

From: Paul Smith, Assistant Director of Community & Economic Development

Cc: Nicole Hofert, Director of Community & Economic Development

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2023 through May 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Five Year 2021-2026 Consolidated Plan identifies 10 priority needs. Several of those priorities are addressed through public services provided by subrecipients, including: maintain housing stock and housing rehabilitation, homelessness, access to affordable owner housing, access to affordable rental housing, and fair housing and consumer legal services. West Michigan is fortunate to have a robust network of non-profits that have deep expertise in these services. The City contracts with these organizations to leverage their capabilities, rather than attempting to provide those services directly. This allows the City to support the valuable work of these community organizations and prevents the City from creating duplicative services that could more efficiently be served by private organizations.

DISCUSSION:

The Wyoming City Council approved the 2023-2024 Annual Action Plan at its May 1 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement and Education:** 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing (\$8,750.00).
- **Family Promise of Grand Rapids - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 10 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).

- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **ICCF Community Homes - Rapid Rehousing:** 3 low- and moderate- income families or individuals will have the benefit of rapid rehousing assistance from the Inner City Christian Federation to reduce the likelihood of long-term homelessness (\$10,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 112 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$60,000.00).

Each year, City Council approves these contracts before the start of the new fiscal year based on an estimate of the City’s entitlement award, so these organizations can provided uninterrupted service. If necessary, these contracts may be amended when the actual award is made in late summer. Any amendments will be brought back to City Council for approval. Note that all contracts are subject to City Attorney approval.

BUDGET IMPACT:

The contract amounts are not exceed the following: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69224-956.035), Family Promise of Grand Rapids (256-400-69224-956.311 and 256-400-69224-956.312), Heart of West Michigan United Way (256-400-17524-956.036), Home Repair Services (256-400-69224-956.085), ICCF Community Homes (256-400-69224-956.310), and Legal Aid of Western Michigan (256-400-69224-956.304).

AMENDED SUBRECIPIENT CONTRACT
(HOME REPAIR SERVICES OF KENT COUNTY, INC.)

This amended Subrecipient Contract is made as of July 1, 2023, to be effective through June 30, 2024, 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 this Contract year. This limit may be exceeded with prior approval of Subrecipient's Executive Director, if 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. Co-payments made under this Contract will be program income. Program income shall be returned to the City each month.
 6. Subrecipient will not provide services to a mobile home unless it is permanently affixed to property owned by the occupant.
- 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 accessibility of homes of persons with significant mobility impairments t 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. Co-payments made under this Contract will be program income. Program income will be returned to City each month.
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 subsections A through D 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 Director of Community and Economic Development 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, 2023, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.

1. A semi-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. A semi-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 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 a 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>. Subrecipient's Unique Entity Identifier – JF47NCJZB771

City Federal Award Identification Number – B22MC260020

City Federal Award Date – July 1, 2023

Subaward Period of Performance Start & End Date – July 1, 2023-June 30, 2024

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$90,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$90,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$90,000.00**

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; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

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. The contract funds 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).

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 must describe the HUD §3 preference, and 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, 2023, 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 June 30, 2024, 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 **\$90,000.00** 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 **\$90,000.00** 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, 2024.

E. 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 City specifically. SAM registry is required prior to commencing any activities under this Contract.

F. 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 found at <https://www.sam.gov>.

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. Transparency and full disclosure relating to the sources and uses of public funds are important objectives to be accomplished by 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. 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. 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 sustains as a result of Subrecipient's breach of this Contract, and, if it sustains such damages, City may withhold as a set off any payments due Subrecipient until an exact amount of damages City sustained 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, employees, volunteers, boards, commissions, and/or authorities and their board members, employees, as their interests may appear."

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

24. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, 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.

25. Severability. If any clauses, 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 other information assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to 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 its Community & Economic Development Department and that department's director as the office and officer 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 amounts 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.

[Signed on next page.]

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, Clerk

Date signed: _____, 2023

Approved as to form:



Scott G. Smith, City Attorney

Approved by City Council on June 19, 2023

Home Repair Services of Kent County, Inc.

By: _____
Allyson Terpsma, Chairperson

Date signed: _____, 2023

By: _____
Joel Ruitter, Executive Director

Date signed: _____, 2023

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH ICCF COMMUNITY HOMES, INC

WHEREAS:

1. 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.
2. The City desires to invest \$10,000 in support of 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.
3. The Wyoming City Council has approved the 2023-2024 budget, which includes these services. These funds shall be available in Account No. 256-400-69224-956.310.

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 ICCF Community Homes, Inc. for an amount not to exceed \$10,000.00.
2. The Wyoming City Council authorizes the Mayor 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 19, 2022:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: June 14, 2023

Subject: CDBG Funding 2023-2024

From: Paul Smith, Assistant Director of Community & Economic Development

Cc: Nicole Hofert, Director of Community & Economic Development

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2023 through May 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Five Year 2021-2026 Consolidated Plan identifies 10 priority needs. Several of those priorities are addressed through public services provided by subrecipients, including: maintain housing stock and housing rehabilitation, homelessness, access to affordable owner housing, access to affordable rental housing, and fair housing and consumer legal services. West Michigan is fortunate to have a robust network of non-profits that have deep expertise in these services. The City contracts with these organizations to leverage their capabilities, rather than attempting to provide those services directly. This allows the City to support the valuable work of these community organizations and prevents the City from creating duplicative services that could more efficiently be served by private organizations.

DISCUSSION:

The Wyoming City Council approved the 2023-2024 Annual Action Plan at its May 1 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement and Education:** 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing (\$8,750.00).
- **Family Promise of Grand Rapids - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 10 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).

- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **ICCF Community Homes - Rapid Rehousing:** 3 low- and moderate- income families or individuals will have the benefit of rapid rehousing assistance from the Inner City Christian Federation to reduce the likelihood of long-term homelessness (\$10,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 112 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$60,000.00).

Each year, City Council approves these contracts before the start of the new fiscal year based on an estimate of the City's entitlement award, so these organizations can provided uninterrupted service. If necessary, these contracts may be amended when the actual award is made in late summer. Any amendments will be brought back to City Council for approval. Note that all contracts are subject to City Attorney approval.

BUDGET IMPACT:

The contract amounts are not exceed the following: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69224-956.035), Family Promise of Grand Rapids (256-400-69224-956.311 and 256-400-69224-956.312), Heart of West Michigan United Way (256-400-17524-956.036), Home Repair Services (256-400-69224-956.085), ICCF Community Homes (256-400-69224-956.310), and Legal Aid of Western Michigan (256-400-69224-956.304).

**SUBRECIPIENT CONTRACT BETWEEN
CITY OF WYOMING
AND
ICCF COMMUNITY HOMES**

This Subrecipient Contract is made as of June _____, 2023 to be effective from July 1, 2023, through June 30, 2024, 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 \$10,000.00 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 2024 invoice not later than July 14, 2024, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2023 through June 30, 2024. Final invoices for reimbursement for the completed contract period ending June 30, 2024, must be submitted to City with all necessary supporting documentation not later than July 14, 2024.
3. If Subrecipient incurs no expenses for the fiscal year reporting period ending July 30, 2024, 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, 2024 by July 14, 2024 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 \$10,000 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, 2024.

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, 2024 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, 2023

Subaward Period of Performance Start & End Date – July 1, 2023-June 30, 2024

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$10,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$10,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$10,000.00

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: _____
Kent Vanderwood, Mayor

By: _____
Ryan VerWys, President & CEO

Date signed: _____, 2023

Date signed: _____, 2023

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Jamecia Adams, Board Chair

Date signed: _____, 2023

Date signed: _____, 2023

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH LEGAL AID OF WESTERN MICHIGAN

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of housing consumer legal services.
2. The City desires to invest \$60,000 in support of Legal Aid of Western Michigan to provide legal services and tenant/landlord counseling to households to prevent homelessness.
3. The Wyoming City Council has approved the 2023-2024 budget, which includes these services. These funds shall be available in Account No. 256-400-69224-956.304.

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 Legal Aid of Western Michigan for an amount not to exceed \$60,000.00.
2. The Wyoming City Council authorizes the Mayor 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 19, 2022:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: June 14, 2023

Subject: CDBG Funding 2023-2024

From: Paul Smith, Assistant Director of Community & Economic Development

Cc: Nicole Hofert, Director of Community & Economic Development

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2023 through May 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Five Year 2021-2026 Consolidated Plan identifies 10 priority needs. Several of those priorities are addressed through public services provided by subrecipients, including: maintain housing stock and housing rehabilitation, homelessness, access to affordable owner housing, access to affordable rental housing, and fair housing and consumer legal services. West Michigan is fortunate to have a robust network of non-profits that have deep expertise in these services. The City contracts with these organizations to leverage their capabilities, rather than attempting to provide those services directly. This allows the City to support the valuable work of these community organizations and prevents the City from creating duplicative services that could more efficiently be served by private organizations.

DISCUSSION:

The Wyoming City Council approved the 2023-2024 Annual Action Plan at its May 1 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement and Education:** 12,196 households, in low and moderate-income areas throughout the City, have the benefit of access to fair housing complaint investigation services and fair housing training for the purpose of providing decent affordable housing (\$8,750.00).
- **Family Promise of Grand Rapids - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 10 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of Grand Rapids, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).

- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **ICCF Community Homes - Rapid Rehousing:** 3 low- and moderate- income families or individuals will have the benefit of rapid rehousing assistance from the Inner City Christian Federation to reduce the likelihood of long-term homelessness (\$10,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 112 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$60,000.00).

Each year, City Council approves these contracts before the start of the new fiscal year based on an estimate of the City's entitlement award, so these organizations can provided uninterrupted service. If necessary, these contracts may be amended when the actual award is made in late summer. Any amendments will be brought back to City Council for approval. Note that all contracts are subject to City Attorney approval.

BUDGET IMPACT:

The contract amounts are not exceed the following: Fair Housing Center of West Michigan (\$8,750), Family Promise of Grand Rapids (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services (\$90,000), ICCF Community Homes (\$10,000), and Legal Aid of Western Michigan (\$60,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69224-956.035), Family Promise of Grand Rapids (256-400-69224-956.311 and 256-400-69224-956.312), Heart of West Michigan United Way (256-400-17524-956.036), Home Repair Services (256-400-69224-956.085), ICCF Community Homes (256-400-69224-956.310), and Legal Aid of Western Michigan (256-400-69224-956.304).

AMENDED SUBRECIPIENT CONTRACT
(LEGAL AID OF WESTERN MICHIGAN)

This amended Subrecipient Contract is made as of July 1, 2023, to be effective through June 30, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Legal Aid of Western Michigan, a Michigan non-profit corporation of 25 Division Ave S, Suite 300, Grand Rapids, MI 49503 (**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 legal counseling and/or representation to low- and moderate-income persons and Subrecipient has worked with other municipalities 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 legal services to provide legal aid to low- and moderate-income persons at risk of homelessness with the goal of legal intervention and resolution to prevent the forced displacement of homeowners, and (ii) for tenant/landlord counseling to provide counseling to help prevent or settle disputes between low- and moderate-income tenants and their landlords with the goal of legal intervention and resolution to prevent the forced displacement of tenants. 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 legal services and tenant/landlord counseling will include:

1. Subrecipient will accept requests from eligible persons desiring legal aid or tenant/landlord counseling to prevent homelessness in accordance with Subrecipient's policies, practices, and ethical requirements. When Subrecipient is unable to provide timely services, Subrecipient will attempt to provide persons suggestions of other possible service providers.

2. Subrecipient or its designee will verify applicant eligibility using the criteria in this Contract. Income guidelines for Subrecipient's services are up to 80% AMI.

3. 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.

4. Subrecipient will coordinate its activities with existing CDBG-funded organizations providing services within Subrecipient's area of Contract activities to the extent Subrecipient is made of aware of such organization by City or others.

5. Subrecipient shall refer a person that has a need for housing-related legal services that is beyond the scope or expertise of the Subrecipient to other specialized sources of assistance.

3. Client Records. All records provided by Subrecipient to City under any provision of this Contract will be created, redacted, maintained, and provided in compliance with Subrecipient's ethical obligations.

A. Subrecipient's files will include retainer agreements, unless the service to the client was limited to telephone advice, and time or other record listing the work performed and time expended for each matter for each client. Any client desiring a detailed report for a particular job shall be provided with this itemization upon request. They will also include copies of memos, briefs, correspondence, pleadings, discovery, and other materials accumulated or produced for Services provided each client, except for materials subject to attorney-client privilege.

B. Subrecipient will provide City sufficient records with sufficient detail to ensure Subrecipient's and City's compliance with CDBG program requirements.

4. Loss of Client Eligibility.

A. 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.

B. A client with a conflict involving quality of work will be directed to Subrecipient's complaint policy.

5. 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, sexual orientation, gender identity or expression, 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. 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, sexual orientation, gender identity or expression 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, subject to Subrecipient's professional ethical obligations as stated in section 3, provide access to and copies of all information and reports 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. If Subrecipient subcontracts any work or engages experts or others in any work on behalf of a client under this Contract, Subrecipient will reasonably ensure those subcontracted or engaged comply with subsections A through D and take reasonable actions to ensure compliance with these provisions including sanctions for noncompliance.

8. Records, Reports, and Information.

A. Subrecipient will create and maintain the records required by section 3 of this Contract 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. Subject to Subrecipient's professional ethical obligations, 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 Director of Community and Economic Development for City's review Subrecipient's "administrative practices and policies" that 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, 2024, subject to Subrecipient's professional ethical obligations and with an estimate of the services to be provided in the last 5 days of the Contract term, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.

1. A semi-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. A semi-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 – Legal Aid of West Michigan

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 a 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>. Subrecipient's Unique Entity Identifier – M1s8RE254QG4

City Federal Award Identification Number – B22MC260019

City Federal Award Date – July 1, 2023

Subaward Period of Performance Start & End Date – July 1, 2023-June 30, 2024

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$60,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$60,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$60,000.00**

Federal Award Project Description – (i) Public Services-Legal Services: Services providing legal aid to low- and moderate-income (LMI) persons and (ii) Public Services-Tenant/Landlord Counseling: Counseling to help prevent or settle disputes between tenants and landlords.

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; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

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. The contract funds 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).

6. 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 must describe the HUD §3 preference, and 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.

7. Time of Performance. On July 1, 2023, 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 June 30, 2024, unless otherwise terminated pursuant to the terms of this Contract.

8. Compensation and Payment.

A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$60,000.00** from City's CDBG funds for its program.

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 **\$60,000.00** 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 report and invoice on the 15th day of each calendar quarter for services provided the previous calendar, except that the final quarterly invoice is due by June 25, 2024.

E. 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 City specifically. SAM registry is required prior to commencing any activities under this Contract.

F. 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 found at <https://www.sam.gov>.

9. 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.

10. Financial Transparency. Transparency and full disclosure relating to the sources and uses of public funds are important objectives to be accomplished by this Contract. Subrecipient will disclose it has received funding by the City CDBG Funds in support of its legal aid programs. That disclosure will be posted on Subrecipient's website (saying it receives funds from the City of Wyoming CDBG program) during the term of this Contract. Subrecipient will maintain an operational internet website accessible to the general public.

11. 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. 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. 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.

12. Donations and Fees. Subrecipient has not sought and will not seek donations or fees for Services provide under this Contract, If donations are received by Subrecipient in connection with provision of services with this Contract Subrecipient will include the amounts in Subrecipient's monthly financial reports disclosing disposition of such donations and fees.

13. 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.

14. 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. Subrecipient will provide any successor legal service providers for clients with information needed to provide those Services to the client, subject to Subrecipient's professional ethical obligations as stated in Section 3.

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

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, subject to Subrecipient's professional ethical obligations, 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.

16. 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.

17. 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.

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 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.

19. 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. If Subrecipient owns or leases any vehicles, 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 - \$500,000 per person/\$500,000 per occurrence

Property Damage - \$500,000 per occurrence

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

4. Professional liability insurance for its employees. A certificate shall be provided to the City and the city shall be named as an additional insured on this coverage.

5. 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, employees, volunteers, boards, commissions, and/or authorities and their board members, employees, as their interests may appear."

20. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, 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.

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

22. 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.

23. 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.

24. Confidentiality. All reports, data, information, forecasts, records, and other information assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to federal and state requirements governing their disclosure or confidentiality and the parties shall each comply with those requirements.

25. 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 its Community & Economic Development Department and that department's director as the office and officer with authority and responsibility for administering this Contract.

26. 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."

27. 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 amounts 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.

28. 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.

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

City of Wyoming

Legal Aid of West Michigan

By: _____
Kent Vanderwood, Mayor

By: _____
James Brunner, Board President

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2023

Date signed: June __, 2023

Approved as to form:

Scott G. Smith, City Attorney

Approved by City Council on June 19, 2023

RESOLUTION NO. ____
RESOLUTION TO ENGAGE LEGAL COUNSEL FOR INTERMITTENT
PROSECUTION SERVICES

WHEREAS:

1. From time-to-time, during absences of some city attorney staff, the city attorney wishes to engage outside legal counsel to provide city ordinance prosecution services to ensure those services can be maintained without inference with other legal services provided by the city attorney's office.
2. Jack Sluiter, prior to his retirement, provided ordinance prosecution services for the city and is amenable to providing such services for the city from time-to-time as may be pre-arranged.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city engages Jack Sluiter to provide ordinance prosecution legal services from time-to-time as directed and when pre-arranged by the city attorney's office at the rate of \$140 per hour.
2. The city manager is authorized and directed to sign an independent contractor agreement with Jack Sluiter in a form approved by the city attorney.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular session held on June 19, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 13, 2023
Subject: Ordinance Prosecution Legal Services
From: Scott Smith, City Attorney
Meeting Date: June 19, 2023

RECOMMENDATIONS:

Adopt the Resolution Engaging Legal Counsel for Intermittent Prosecution Services.

DISCUSSION:

From time-to-time the city attorney and/or deputy city attorney may be absent due to planned time away, to address medical issues, or for other reasons. It is important that ordinance prosecution legal services (*e.g.*, pretrial conferences, final pretrial conferences, formal hearings, jury and nonjury trials, motion hearings, reviews of warrant requests, consultation on law enforcement matters, preparation for all of those matters, and other duties) continue as scheduled by the court or reasonably needed by public safety, inspections, and other city staff. It is simultaneously important that the city attorney's office continue to address general legal matters (*e.g.*, contract review and preparation, drafting ordinances, preparing agenda items, overseeing litigation, communicating on pending legislation, consulting with department heads and staff, attending meetings as needed and helpful, etc.). Interruptions in those services inconvenience other city departments, the court, and the general public. While it is usually possible to address occasional unexpected absences lasting only a day or two without additional assistance, it is not as feasible to simultaneously provide all the required legal services for longer durations.

Before retiring, Jack Sluiter led the city's ordinance prosecution for decades. He has graciously consented to provide intermittent city ordinance prosecution legal services when pre-arranged as a rate of \$140 per hour.

Because the anticipated cost was within the city manager's contractual authority, the city manager has signed an independent contractor agreement with Mr. Sluiter at that rate. With the anticipated upcoming absences of one member of the city attorney's office staff due to a planned medical procedure, we now foresee the total cost of that engagement might exceed the city manager's contracting authority. We therefore seek the City Council's approval of that engagement of Mr. Sluiter. The city attorney's budget includes amounts for outside legal counsel.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES

WHEREAS:

1. The City of Wyoming offers an Employee Assistance Program (EAP) to its employees.
2. As detailed in the attached staff report, it is recommended City Council accept a proposal from Pine Rest Christian Mental Health Services to provide the EAP services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Pine Rest Christian Mental Health Services for Employee Assistance Program (EAP) services.
2. The City Council authorizes 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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: June 7, 2023

Subject: Employee Assistance Provider

From: Emily Vande Griend, Assistant Director of Human Resources

CC: Kim Oostindie, Director of Human Resources

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council accept the contract renewal proposal from Pine Rest and authorize the Mayor and City Clerk to continue an agreement to provide an Employee Assistance Program to City of Wyoming employees.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming has offered an Employee Assistance Program (EAP) to its employees since 1987. Employees are its most vital resource; providing means for our employees to maintain a productive, healthy lifestyle is one way we can show stewardship of our resources. Furthermore, mental health is key to employee safety and the safety of their family members and others. EAPs, such as the one offered by Pine Rest, help support employees in their work pursuits and personal lives so they can maintain a productive focus on the services they provide to the community.

DISCUSSION:

On July 1, 2019, the City Council adopted resolution 26441 awarding accepting a proposal from Pine Rest for Employee Assistance Program Services. For renewals in 2020, 2021 and 2022, Pine Rest did not increase their pricing. The attached contract has been reviewed by the City Attorney and includes an increase of \$2.00 per employee per year and is effective August 1, 2023, through July 31, 2024.

Pine Rest provides counseling services, supervisor consultation, educational and awareness materials, an online library of articles and other resources, a 24-hour crisis hotline, four on-site educational presentations per year, legal consultation, and critical incident response for \$20 per employee per year for an approximate total of \$8,500 per year.

BUDGET IMPACT:

Funds for EAP services are budgeted in the Administrative Offices professional services account 101-172-17200-801.000.



EMPLOYEE ASSISTANCE PROGRAM CONTRACT

This agreement is entered into as of the **1st day of August 2023** between Pine Rest Christian Mental Health Services (Pine Rest) with offices at 300 68th Street SE, Grand Rapids, MI 49548 and **City of Wyoming** with offices at 1155 28th Street SW, Wyoming, MI 49509.

WHEREAS, Employer wishes to obtain certain employee assistance services for employees and Pine Rest wishes to provide such services;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Definitions

- a. Employee means any full-time or part-time employee of Employer.
- b. Client means an Employee who receives services hereunder.

2. Employee Assistance Program

a. The Program

The services provided to Employees as specified herein shall constitute the Employee Assistance Program (Pine Rest EAP). The services that are furnished under Pine Rest EAP shall be provided only to an Employee who requests such services, or to an Employee who is referred to Pine Rest by Employer for such services, for personal problems of a medical, emotional, financial, family or substance abuse nature, or other personal problems which may cause or lead to poor performance.

b. Eligibility for Services

EAP services will be provided to both full and part time Employees during the course of their employment. Additionally, any member of the Employee's household, defined as all individuals who reside within the household, will also be eligible for services under this agreement.

c. Nature of Services – See Attachment A

d. Location of Services

- NATIONAL COVERAGE: Employees and household members located within the United States are eligible for services at multiple locations throughout West Michigan and affiliate locations nationwide.
- INTERNATIONAL COVERAGE: This contract does not include services for Employees and household members who are located outside of the United States.

3. Term of Agreement

a. This agreement shall be effective on the date first set forth above and shall continue in effect until terminated by either party as provided in b below.

b. This agreement may be terminated by either party with 30-day notice. This agreement shall remain in effect for one year and may be renewed for successive terms of one year each unless there is notification prior to the anniversary date of the contract by either party to terminate the agreement. In the event of any rate change, written notification will be given 60 days prior to the anniversary date of the contract.

c. In the event of termination, the annual and/or quarterly fees will be prorated to the date of termination.

4. Fees

- Employer agrees to pay Pine Rest EAP:
- Annual Program Fee based on number of employees at contract start date.
 - 1 – 100 employees = \$100 Program Fee
 - 101 – 250 employees = \$200 Program Fee
 - 251+ employees = \$0 Program Fee
- Annual billing based on per-employee rate: **\$20 per employee per year**
- Other fees spelled out in Attachment A.

5. Records

a. All client and staff activity records maintained by Pine Rest in conjunction with Pine Rest EAP shall be confidential. Client records shall not be released by Pine Rest to anyone without the client's written authorization, except as required or authorized by law.

6. Program Audit

a. Quarterly Report

A quarterly written report on program activity will be provided by Pine Rest EAP to Employer. This report shall contain the number services accessed on a monthly basis as well as category of diagnosis, completed trainings, Critical Incident Response services, and any additional services that are provided to the client.

b. Annual Report

A yearly written report on program activity will be provided and shall contain information regarding number of services accessed, problem categories, and monitoring results.

7. Coordinator

Employer shall designate a Coordinator of the Program who shall serve as a liaison between Pine Rest EAP and Employer.

8. Waiver

Failure of either party to require strict performance by the other of any agreement provision shall not affect its rights with respect to continued or subsequent breaches.

9. Severability and Law Governing

In the event that any part of this agreement is found to be illegal or unenforceable, the parties will be excused from performance of such portion or portions of this agreement as shall be found to be illegal or unenforceable without affecting the validity of the remaining provisions of this agreement. This agreement shall be construed in accordance with the laws of the State of Michigan.

10. Independent Contractor Status

This Agreement shall constitute Pine Rest EAP as an independent contractor. The Employer is interested in only the results of the services and shall not supervise, direct or control Pine Rest EAP in the performance thereof. All persons employed in the performance of work hereunder shall be and remain the exclusive employees of Pine Rest EAP and shall not be held out directly or impliedly as Employees or agents of Employer.



11. Indemnification

Pine Rest EAP shall assume all responsibility for, and indemnify and save Employer harmless from all expenses, claims or liability for injury to any person, including death or damages, and also for any property damage, which in any manner are connected with or arise from any action or operation hereunder or the performance of the services which are the subject of this contract, provided Pine Rest EAP shall not be required to indemnify Employer for such injury or damage caused by Employer's sole negligence.

12. Insurance

Pine Rest EAP shall maintain Commercial General Liability insurance, written on an occurrence form, with policy limits of not less than \$500,000 each occurrence, and \$1,500,000 general aggregate.

13. Entire Agreement

This agreement terminates and supersedes any prior oral or written agreements between the parties concerning the subject matter hereof and constitutes the entire understanding between them.

14. All notices required by the provisions of this agreement shall be given in writing and may be delivered personally or may be served by certified or registered mail. Notices to Employer shall be delivered or mailed to **City of Wyoming** with offices at 1155 28th Street SW, Wyoming, MI 49509.

Notices to Pine Rest EAP shall be delivered via email to eap@pinerest.org or mailed to Pine Rest Corporate offices, attention to the Employee Assistance Program, Pine Rest Christian Mental Health Services, 300 - 68th Street, SE, P.O. Box 165, Grand Rapids, Michigan, 49501-0165. Notices delivered by mail shall be effective on the date mailed.

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

PINE REST CHRISTIAN MENTAL HEALTH SERVICES

By: _____
Scott Halstead, PhD, VP/Outpatient & Recovery Services
Pine Rest Christian Mental Health Services

Date Signed

By: _____
City of Wyoming

Date Signed

Please print name _____

Title _____



ATTACHMENT A
EAP AGREEMENT BETWEEN
Pine Rest Christian Mental Health Services
and
City of Wyoming.
SERVICES

Pine Rest EAP will provide the following services:

1. Diagnostic Assessment and Referral

A diagnostic therapist with approved State credentials will provide to Employees and household members confidential assessment and referral for any type of personal problem and, where appropriate, short-term counseling and problem resolution.

- Hotline: Employee and household members may call the Hotline 24 hours per day - 7 days per week to discuss their concerns with a licensed clinical provider and triage next steps for care. Telephone calls are returned within one hour of initial contact by professional staff.
- Consultation: Employee and household members are entitled to up to five (5) face-to-face or telehealth consultations per episode of treatment for purposes of assessment and, if needed, referral. Individuals seeking services will be contacted within 48 business hours of initial contact with the program and will be scheduled based on employee's need (i.e. specialty request, day/times available, location needs, etc.) and this may cause them to be scheduled outside of the 7 business day window. Notwithstanding the foregoing, Pine Rest EAP shall endeavor to schedule all Employees within 7 business days, accommodating their preferences, if possible.

2. Consultation on Program

Pine Rest EAP will provide ongoing training and consultation to Employer concerning behavioral health/management issues and appropriate development and improvement of the EAP Program. Employer may engage Pine Rest EAP for four hours of virtual educational presentations per contract year for no additional cost; onsite presentations will be assessed a \$50 travel fee. Trainings that are scheduled beyond the four free hours will be invoiced at a rate of \$200 per hour; a \$50 travel fee will be assessed for on-site facilitation.

3. Elder Care Consultation

Pine Rest EAP will provide Employees with telephonic access to Elder Care experts for consultation regarding available resources such as, but not limited to, in-home care, meals on wheels, case management services, adult day programs, in-home recreational therapy, transportation options, and a continuum of care communities such as nursing homes, assisted living facilities, adult foster care, and senior communities. This service will be available Monday-Friday, 9am-3pm. Messages left after-hours will be returned the next business day.

4. Legal Consultation

Pine Rest EAP will provide Employees with access to one free 30-minute telephonic consultation with an attorney from Rhoades McKee law firm plus a 20% discount from standard rates on any subsequent legal services. The discount includes estate planning services at reduced flat fees. It is understood that Pine Rest simply makes this discounted service available through its relationship with Rhoades McKee and that this service then occurs within the relationship between the Employee



and Rhoades McKee law firm.

5. Financial Consultation

Pine Rest EAP will provide Employees with access to one free 30-minute telephonic consultation with a CPA from VMDE plus a 20% discount from standard rates on any subsequent financial services within that year. Sample issues include budgeting, managing credit card debt, tax preparation, and wealth management. It is understood that Pine Rest simply makes this discounted service available through its relationship with VMDE and that this service then occurs within the relationship between the Employee and VMDE.

6. Personal Advantage Web-based Resources

Pine Rest EAP will provide Employees with confidential access to thousands of assessments, articles, videos, calculators, template legal forms, and training via this password-protected web tool.

7. Critical Incident Response Services

Specially trained trauma counselors can be available quickly to help support individual and organizational resilience after workplace tragedies. This service will be provided at \$200 per hour, per clinician; a \$50 travel fee will be assessed, per clinician, for on-site facilitation.

8. Coaching and Mediation Services

Executive coaching, Employee coaching, and Mediation services are facilitated by a human resources professional or licensed clinician. These services will be provided at \$200 per hour; a \$50 travel fee will be assessed for on-site facilitation.

9. Mandatory Referral Services

Mandatory Referral services are provided as part of this contract. Employee will be contacted to schedule an appointment within 48 business hours of the initial referral. Employer will be given updates as permitted per the signed Release of Information including information about the Employees' engagement and attendance. No confidential information regarding the content of the sessions will be disclosed per HIPAA requirements. Additional fees will apply if the Mandatory Referral requires engagement of a Substance Abuse professional per DOT (Department of Transportation) and FMC (Federal Motor Carrier) regulations.

10. Materials Pine Rest EAP will furnish benefit fliers, wallet cards, posters and information pamphlets as required to make the availability of services known to Employees.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR
INTERNAL AUDIT AND CONSULTING SERVICES

WHEREAS:

1. As detailed in the attached staff report, bids were accepted for internal audit and consulting services.
2. It is recommended City Council accept the bid received from Plante Moran.
3. Funds are budgeted in account number 101-201-20100-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a bid from Plante Moran to provide internal and consulting services.
2. The City Council authorizes the City Manager to sign a contract on behalf of the City following the City Attorney's review and approval.

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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 14, 2023
Subjects: Award of Internal Audit & Consulting Services
From: John McCarter, Deputy City Manager
Meeting Date: June 19, 2023

RECOMMENDATION:

Adopt the Resolution to authorize the City Manager to sign a purchase offer on behalf of the City following the City Attorney's review and approval.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served by effective financial services.

Safety – Effective internal services ensures that the City has available resources to support essential safety needs.

Stewardship – Strong internal audit and consulting services ensures that the city is fulfilling our responsibility to be steward of public funds.

BUDGET IMPACT:

\$42,000 is budgeted in FY24 for internal audit and consulting services. Spend in future years will be determined by the amount allocated in the annual budget.

DISCUSSION:

The City of Wyoming Charter requires that the City Council appoint a Comptroller-Internal Auditor “to be the chief accounting officer of the city and shall be responsible solely to the City Commission.” The Charter goes on to require quarterly internal audits from the Comptroller-Internal Auditor. The City Council has appointed City Manager to serve as Comptroller-Internal Auditor. The City Manager has historically worked with a third party to carry out the internal audit functions, sending quarterly reports to City Council, as required in the Charter.

The City's current contract for these services expires June 30, 2023. In May, an RFP was issued for these services. Staff worked with Councilmember Rob Arnoys to review the four bids that were submitted. The review process included an interview with three of the four firms. The panel unanimously selected Plante Moran, who was the lowest qualified bidder.

This agreement has an initial term of three years, with two optional one-year renewals.

Staff is still working with Plante Moran to finalize the details of the contract. This approval would authorize the City Manager to sign the agreement when it is finalized and approved by the City Attorney.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM HURST MECHANICAL, INC.
FOR THE PURCHASE AND INSTALLATION OF A DOMESTIC WATER BOILER

WHEREAS:

1. As detailed in the attached staff report, quotes were requested for the purchase and installation of a domestic water boiler at the Police Department.
2. It is recommended City Council accept the low quote received from Hurst Mechanical, Inc. in the total estimated amount of \$20,426.00.
3. Funds are budgeted in account number 800-000-57300-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Hurst Mechanical, Inc. for the replacement of a domestic water boiler.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of 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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Quote

Resolution No. _____

STAFF REPORT

Date: June 8, 2023
Subject: Police Building Domestic Water Boiler Replacement
From: Troy Rinks, Facilities Foreman
Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended that City Council accept a quotation from Hurst Mechanical, Inc. to replace the domestic water boiler at the Police Department building in the amount of \$20,426.00 and authorize the Mayor and Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Properly functioning domestic hot water systems are an important component of ensuring that citizens and employees are productive, clean, and comfortable when visiting or working in City buildings.

DISCUSSION:

The Police building's domestic water boiler unit is not functioning correctly and is quickly approaching the end of its useful life. This unit supplies all the hot water demands for the over 40,000 sq. ft., 24/7/365 facility. The hot water needs include showers in the locker rooms, equipment wash bays, and various activities in the Forensic Services Unit. The 2021 Asset Management study recommended the replacement of the domestic water boiler in 2026, but the unit will not last this long. This boiler is original, at the end of its life cycle, and continues to incur costly repairs and maintenance to keep it functioning properly.

A specification was created for the domestic water boiler at the Police building and was sent to 3 qualified local contractors with a history of performing this type of work for the city. All 3 contractors provided an estimate and are as follows:

| | |
|---------------------------|-------------|
| Hurst Mechanical, Inc. | \$20,426.00 |
| B&V Mechanical | \$34,000.00 |
| DHE Plumbing & Mechanical | \$39,213.00 |

After reviewing the quotations received, it is recommended that the City Council accept the quotation from Hurst Mechanical, Inc., in the amount of \$20,426.00, to replace the domestic water boiler at the Police Department building. Currently, there is a 12-week delivery lead time for the new unit, and it is anticipated that work will be completed by October 2023.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Capital Projects Revolving Fund, 800-000-57300-975.000.

ATTACHMENTS:

Quotation and Contract Documents

CITY OF
Wyoming
MICHIGAN

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)

This Contract is made as of the Effective Date between City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: Hurst Mechanical, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5800 Safety Drive NE
[Contractor's street address]
Belmont, MI 49306
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: June 20, 2023.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. 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

Hurst Mechanical, Inc.

By: _____
Kent Vanderwood, Mayor

By: Michael Sweeney
[Signature officer, director or principal of Contractor]
Mike Sweeney
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 6/17, 2023

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney

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:

| |
|---|
| <p>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.</p> |
|---|

| |
|--|
| <p>AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p> |
| <p>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.</p> |
| <p>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).</p> |
| <p>ADDITIONAL INSUREDS 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.</p> |

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



(616) 784-4040
Fax (616) 785-7900
5800 Safety Drive
Belmont, MI 49306

March 23rd, 2023

City of Wyoming
1155 28th Street, S.W.
Grand Rapid MI 49509

ATTN: Rick Hamilton

SUBJECT: PD Domestic Water Heater Replacement

Pursuant to your request, HURST MECHANICAL has visited your facility to observe conditions, collect data and receive instructions pertaining to the above-mentioned project.

The work is to consist of the following: **PD Domestic Water Heater Replacement**

- Demo and dispose of the existing AO smith water heater/boiler that serves the domestic water tank
- Provide and install a new AO smith boiler to directly replace the existing
- Provide and install necessary piping and fitting to connect the new boiler to the existing piping
- Re-connect to the existing venting and combustion air piping
- Re-connect to the existing electrical and control circuits
- Repair the insulation
- Start and check operation

Price includes parts, labor, and installation.

Your investment is \$20,426.00

~~Add \$11,100.00 to replace the 257 gal Storage tank at the same time.~~

*Note: Work has been figured for regular business hours
Electrical has been included
Lead time is 10 weeks for a new Water heater/Boiler
Boiler permit and inspection have been included*

Thank you for the opportunity to prepare this quote for you. If we may be of service or if you have any questions, please feel free to call us at 616-784-4040.

Sincerely,
HURST MECHANICAL

Mike Sweeney

Mike Sweeney (Project Manager/Estimator)

HVAC System Design
Indoor Air Quality Analysis
Controls – Pneumatic & DDC
Refrigeration – Ammonia & Freon



Heating
Air Conditioning
Electrical
Plumbing



Pipe Fitting, Welding & Air Piping
Cooling Towers & Pump Packages
Sheet Metal – Exhaust & Ventilation
Preventative Maintenance Agreements

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
AUTOMATIC EXTERNAL DEFIBRILLATORS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of six LifePak 1000 Automatic External Defibrillators in the total estimated amount of \$16,200.00 from Safeware using the MiDEAL cooperative purchasing contract.
2. Funds are budgeted in account number 101-305-31500-985.049.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of six LifePak 1000 Automatic External Defibrillators from Safeware using the MiDEAL contract.
2. The City Council waives 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

Resolution No. _____

STAFF REPORT

DATE: May 10, 2023

Subject: Public Safety – AED purchase

From: Lieutenant Brian Look

Meeting Date: June 19, 2023

RECOMMENDATION:

I respectfully recommend the City Council approve the purchase of six (6) LifePak 1000 AED Defibrillators. The purchase of the defibrillators is through Safeware, which has the current State of Michigan bid through MiDEAL.

COMMUNITY, SAFETY, STEWARDSHIP:

Defibrillators are a vital tool our police officers use when they respond to life threatening cardiac medical emergencies in our community. Every Wyoming Department of Public Safety police cruiser is equipped with a LifePak 1000 Defibrillator and the purchase these six defibrillators would be to outfit six new police cruisers.

DISCUSSION:

Safeware has been awarded the State of Michigan bid for the LifePak 1000 Automated External Defibrillator (AED) used by Wyoming Department of Public Safety Police Officers. The cost of the LifePak 1000 AED with two sets of Quik-Combo Redi-Pak electrode pads, long life battery pack and rigid carrying case is \$2700.00 per unit. The total purchase price of the six LifePak AED Defibrillators and accompanying equipment is \$16,200.00.

We recommend continuing the use of the LifePak 1000 Defibrillator due to reliability, function, and consistency with the other AEDs already in use by the police department.

BUDGET IMPACT:

Funds are budgeted in the Patrol Capital Outlay Vehicles: 101.305.31500.985.049



QUOTATION

510 Eastpark Court
 Suite # 120
 Sandston, VA 23150
 804-236-0579
 www.safewareinc.com

| | |
|---------------------|--------|
| Order Number | |
| 10007184 | |
| Order Date | Page |
| 06/08/2023 13:44:29 | 1 of 1 |

Quote Expires On: 07/08/2023

Bill To: **Customer ID:** 133103
 Wyoming Department of Public Safety
 Police Services Bureau
 2300 DeHoop Ave SW
 Wyoming, MI 49509

Contract No: MiDEAL Order
Ship To:
 Wyoming Department of Public Safety
 Police Services Bureau
 2300 DeHoop Ave SW
 Wyoming, MI 49509

616-530-7300

Requested By: Captain Eric Wiler

| | | |
|----------------------------------|------------------|----------------------------|
| PO Number | Taker | Email |
| QUOTE: LIFEPAK 1000 AEDs, REV. 2 | Alicia Ledbetter | aledbetter@safewareinc.com |
| Freight Terms | Phone | Fax |
| Freight Paid | | |
| Sales Representative | | |
| Kurt Wilhelm | | |

| Quantities | | | | | Item ID Item Description | Pricing UOM Unit Size | Unit Price | Extended Price |
|---------------------------------|------------------|------------------|--------------------------------|--------------|--|--|-------------------|-----------------------|
| Ordered | Allocated | Remaining | UOM Unit Size | Disp. | | | | |
| 6.00 | 0.00 | 6.00 | EA | | PHY 99425-000023 | EA | 2,700.00 | 16,200.00 |
| | | | | 1.0 | LifePak 1000 AED Defibrillator, with -Two Sets of QUIK-COMBO REDI-PAK Electrode Pads -Long-Life AED Battery PAK -Semi-Rigid Carry Case with Adjustable Strap | | | |
| Ordered As: 99425-000023 | | | | | | | | |
| 1.00 | 0.00 | 1.00 | EA | | OPC MIDEAL | EA | 0.00 | 0.00 |
| | | | | 1.0 | State of Michigan #171 180000001151 Public Safety & Emergency Preparedness Contract Master Agreement #4400008468 Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. | | | |

Total Lines: 2

SUB-TOTAL: 16,200.00
TAX: 0.00
AMOUNT DUE: **16,200.00**
Actual freight added per freight terms

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
A 2023 DODGE DURANGO

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a 2023 Dodge Durango from Lafontaine Chrysler, Dodge, Jeep, Ram of Lansing in the total amount of \$38,700 using the MiDEAL cooperative purchasing contract.
2. Funds are budgeted in account number 101-337-33700-947.100.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a 2023 Dodge Durango from Lafontaine Chrysler, Dodge, Jeep, Ram of Lansing using the MiDEAL cooperative purchasing contract.
2. The City Council waives 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Quotation

Resolution No. _____

STAFF REPORT

Date: June 14, 2023
Subject: Fire Training Captain Vehicle
From: Kimberly S. Koster, Director of Public Safety
Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of a vehicle that will be added to the fire fleet for a total of \$38,700. The vehicle is a 2023 Dodge Durango and will be purchased from Lafontaine CDJR (Chrysler, Dodge, Jeep, Ram) of Lansing through the MiDeal Extended Purchasing Program. Funds for this vehicle were approved and are currently in the FY23 budget.

COMMUNITY, SAFETY, STEWARDSHIP:

The City Council authorized the Fire Department to create a Fire Training Captain position. This position has a wide variety of functions including training personnel, community outreach, emergency response, and continuous training to stay relevant within the fire service. This position requires a vehicle to respond to this wide variety of situations. The purchase of this fire vehicle will ensure fire staff has the appropriate vehicle to continue to provide high quality service and safety to all residents of the community. Utilizing MiDeal will save staff time and expense. The purchase of the Dodge Durango will ensure standardization of fleet repairs and maintenance as both police and fire have committed to utilizing this vehicle make/model for their respective fleet needs.

DISCUSSION:

Fire staff worked with fleet staff to purchase the highest quality vehicle that was available that meets the needs of the city and the department. It was determined a Dodge Durango was the best vehicle available within the most reasonable time frame. Pricing was obtained through LaFontaine CDJR, of Lansing using MiDeal. Due to staff error in the process, this vehicle has already been delivered to the City; however, its use has been delayed pending the necessary approval from City Council.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Fire Administration Motor Pool Rental Equipment Rental Account 101-337-33700-947.100.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM STRYKER
FOR THE PURCHASE OF CHEST COMPRESSION DEVICES AND TO
AUTHORIZE TRADE-IN OF TWO OUTDATED CHEST COMPRESSION DEVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Stryker for the purchase of three Lucas chest compression devices in the total estimated amount of \$49,766.96, which includes trade-in of two outdated chest compression devices.
2. Funds for the purchase are budgeted in account number 101-337-33700-740.100.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Stryker for the purchase of three Lucas chest compression devices.
2. The City Council authorizes the trade-in of two outdated chest compression devices.
3. 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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: June 7, 2023
Subject: Lucas Chest Compression Devices
From: Dennis Van Tassell, Deputy Fire Chief
Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended City Council authorize the purchase of (3) Lucas Chest Compression Devices from Stryker Corp for \$49,766.96. The purchase price reflects the devices, a trade-in discount, and a maintenance agreement for each device. The Lucas Chest Compression Devices will replace the older model Zoll Compression Assistance Devices that are experiencing consistent mechanical failures and have a higher cost per use.

COMMUNITY, SAFETY, STEWARDSHIP:

These cardio-pulmonary resuscitation chest compression devices will be utilized community wide for any resident or visitor in need. These chest compression devices will assist medical personnel in conducting Cardio-Pulmonary Resuscitation (CPR). CPR assistance devices have shown countless times their ability to help save lives. The current CPR assistance devices the fire department utilizes have been experiencing continual mechanical failures. After research and peer review, the department is seeking the approval to purchase three Lucas devices, which have had a successful history with fewer failures and are less expensive per use. The department has worked with this sole source vendor of the Lucas Compression Devices to get a trade in for two nonfunctioning Zoll-Autopulse devices, further lowering the costs.

DISCUSSION:

There are only two compression assistance systems in use are Zoll and Lucas. The department has moved away from the Zoll devices due to excessive mechanical failures and the high cost per use. The Lucas Chest Compression Device only has one supplier and that is Stryker, Corp. The overall cost of this request includes the cost of the device, a trade-in reduction for our Zoll device, and a maintenance agreement for preventive maintenance and any necessary repairs. The cost per use is drastically reduced since the components of the Lucas Device can be cleaned and do not need to be disposed of after each use. At present time, all local hospitals, local ambulance providers and fire departments that utilize Compression Assistance Devices in Kent County use the Lucas device.

| | |
|---|---------------|
| Cost for three devices per device (includes charging system): | \$55,383.51 |
| Total Trade-in value for two existing units: | (\$10,000.00) |
| Maintenance Agreement: | \$4,383.45 |
| Overall Cost: | \$49,766.96 |

BUDGET IMPACT:

The total cost that include purchase, trade in, and maintenance agreement for (3) Lucas Chest Compression Devices is \$49,766.96. Funds are budgeted in account 101-337.33700.740.100.



PENDING APPROVAL

Proposal for:

CITY OF WYOMING
1155 28TH ST SW
WYOMING Michigan 49509-2825

Prepared by:

Pierce Szubelak
pierce.szubelak@stryker.com

05/10/2023



Lucas 3.1

Quote Number: 10641550

Version: 1

Prepared For: CITY OF WYOMING

Attn:

Quote Date: 05/10/2023

Expiration Date: 08/08/2023

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Pierce Szubelak

Email: pierce.szubelak@stryker.com

Phone Number:

Mobile: 989-255-4433

Delivery Address

Name: CITY OF WYOMING

Account #: 1332458

Address: 1155 28TH ST SW

WYOMING

Michigan 49509-2825

End User - Shipping - Billing

Name: CITY OF WYOMING

Account #: 1332458

Address: 1155 28TH ST SW

WYOMING

Michigan 49509-2825

Bill To Account

Name: CITY OF WYOMING

Account #: 1332458

Address: 1155 28TH ST SW

WYOMING

Michigan 49509-2825

Equipment Products:

| # | Product | Description | Qty | List Price | Sell Price | Total |
|------------------|--------------|--|-----|-------------|-------------|-------------|
| 1.0 | 99576-000063 | LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device | 3 | \$20,015.00 | \$16,232.17 | \$48,696.51 |
| 2.0 | 11576-000060 | LUCAS Desk-Top Battery Charger | 3 | \$1,555.00 | \$1,166.25 | \$3,498.75 |
| 3.0 | 11576-000071 | LUCAS External Power Supply | 3 | \$492.00 | \$369.00 | \$1,107.00 |
| 4.0 | 11576-000080 | LUCAS 3 Battery - Dark Grey - Rechargeable LiPo | 3 | \$925.00 | \$693.75 | \$2,081.25 |
| Equipment Total: | | | | | | \$55,383.51 |

Trade In Credit:

| Product | Description | Qty | Credit Ea. | Total Credit |
|-------------|---|-----|-------------|--------------|
| TR-ZAP-LUC3 | TRADE-IN-ZOLL AUTOPULSE TOWARDS PURCHASE OF LUCAS 3.1 | 2 | -\$5,000.00 | -\$10,000.00 |

ProCare Products:



Lucas 3.1

Quote Number: 10641550

Version: 1

Prepared For: CITY OF WYOMING

Attn:

Quote Date: 05/10/2023

Expiration Date: 08/08/2023

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Pierce Szubelak

Email: pierce.szubelak@stryker.com

Phone Number:

Mobile: 989-255-4433

| # | Product | Description | Years | Qty | List Price | Sell Price | Total |
|-----|----------|---|-------|-----|------------|------------|------------|
| 5.1 | 78000703 | ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device | 4 | 3 | \$1,719.00 | \$1,461.15 | \$4,383.45 |

ProCare Total: \$4,383.45

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$876.18

Grand Total: \$49,766.96

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT NUMBER ONE TO THE ENGINEERING SERVICES AGREEMENT FROM DONOHUE AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT

WHEREAS:

1. On August 15, 2022, City Council approved Resolution number 27450 in the total amount of \$55,700 for preliminary engineering services of the Drain Line Replacement Project at the Clean Water Plant.
2. As detailed in the attached staff report, it is recommended City Council accept amendment number one for final engineering and design work in the total estimated amount of \$63,800.
3. Funds are available in the Clean Water Plant Capital Outlay Account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept amendment number one in the total amount of \$63,800.
2. The City Council authorizes the Mayor and City Clerk to sign 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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: May 31, 2023
Subject: Drain Line Replacement Project
From: Jon Burke, Clean Water Plant Superintendent
Date of Meeting: June 19, 2023

RECOMMENDATION:

It is recommended that the City Council accept Amendment No. 1 to the engineering services agreement provided by Donohue & Associates for the drain line replacement project in the amount of \$63,800.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Compromised and degraded infrastructure has the potential to interrupt day-to-day operations of the plant and, therefore, it is prudent to plan for their resolution to avoid this.

DISCUSSION:

One of the sewer lateral lines draining the main building at the Clean Water Plant runs to a catchment in the north parking lot. This catchment also collects the floor drains in the biosolids hauling bay and the chemical building. The water, sludge, and other materials from these drains are collected in the catchment and then drain to the raw sewage wet well via a single line where it is lifted and progresses through the plant for complete treatment.

This catchment's single drain line regularly runs very slowly and sometimes fails to drain at all. We attempted to clear it using a jet cutter, which was not successful. The line was then televised and found to be partially collapsed. After consulting with trusted contractors in the last year, it became apparent that the only option for a permanent solution was to excavate the line between the catchment and the raw sewage wet well for repair or replacement.

However, this line is buried to a depth of over 20 feet, requiring a large excavation to complete the replacement, which is further complicated by other buried and above-ground appurtenances in the same area. Because of the complicated nature of the excavation, the multiple lines, systems, and buildings affected, and the unknowns inherent to digging up very old, buried infrastructure, we asked Donohue & Associates for a proposal to assess and recommend options for repair or replacement of the line. With Resolution No. 27450, dated August 15, 2022, the Council hired Donohue to conduct this work.

Donohue has now completed this work and we would like to proceed with the project. Amendment No. 1 to Donohue's contract includes a scope of services that will provide the final engineering and design work as well as preparing the appropriate bid documents. The cost of Amendment No. 1 is \$63,800, bringing the total project cost to \$119,500. We hope to complete this phase of the project in the next four months and have the project out for bid this fall.

BUDGET IMPACT:

This project was foreseen, and sufficient funding is included in the Clean Water Plant Capital Outlay account #590-590-54400-986.444.



AMENDMENT NO. 01 to
ENGINEERING SERVICES AGREEMENT
Clean Water Plant Drain Line Replacement and Associated Improvements –
Preliminary Engineering (Project)
Original Agreement Executed August 15, 2022

This Amendment is by and between:

City of Wyoming (Owner)
Clean Water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

and

Donohue & Associates, Inc. (Donohue)
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546

Who agree to amend the original Agreement, as follows:

PART I – A. PROJECT DESCRIPTION

Donohue has completed the preliminary engineering and alternative review portion of the project. Based upon review and consideration with the Owner, the next phase of the project will encompass the design and bidding services for a new pump station and force main to replace the existing drain line. The pump station will consist of the installation of a new manhole that will house a submersible pump, associated valves, piping and controls, and any necessary asphalt pavement restoration following the completion of the construction. These new components will replace the current deteriorated gravity drain line exiting Manhole #16. Additional details are as described in Donohue's TM #002, Selected Alternative dated May 22, 2023.

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

Task 1 – Design and Bidding Phase Project Administration/Coordination/Meetings

This task item includes overall design project management and contract administration, as well as the following meetings:

- 1.01 Kickoff meeting with Owner to discuss final scope, forcemain routing, and other items.
- 1.02 Two submittal review meetings at 60% and 90% stage with the Owner.
- 1.03 Draft and submit meeting minutes following each meeting.
- 1.04 Issue subcontract and coordinate field work with geotech subconsultant.

Task 2 – Field Investigations

- 2.01 Geotechnical investigations - one soil boring at proposed pump station location and report with excavation and foundation recommendations (to be provided by Donohue's subconsultant).

Task 3 – Design Plans, Specifications, and Opinion of Probable Construction Cost

This task item includes the preparation of plans, specifications, and opinions of probable construction cost (OPCC) documents of the selected design alternative. Based on the previously completed work, plan submittals will be provided at 60%, 90%, and Final Contract Documents suitable for bidding. Documents will be submitted electronically (PDF version) to the Owner in advance of each review meeting.

3.01 Pump Station Design

- a. Structural:
 - i. Evaluate and recommend boring location and depth with geotechnical subcontractor
 - ii. Review geotechnical report and incorporate recommendations into design
 - iii. Provide design for the concrete foundation and top slab
 - iv. Coordinate with civil design for location and site loadings
- b. Civil:
 - i. Determine demolition requirements
 - ii. Assist with development of a temporary bypass pumping plan
 - iii. Determine location and layout of wet well
 - iv. Layout and connection of inlet piping
 - v. Layout and connection of discharge piping
 - vi. Erosion control
 - vii. Site grading and restoration
- c. Mechanical Process:
 - i. Develop temporary bypass pumping plan
 - ii. Perform hydraulic calculations and confirm system curves
 - iii. Coordinate with pump supplier and confirm the following:
 - 1. Pump type and manufacturer
 - 2. Pump intake and discharge pipe design
 - 3. Pump isolation valve design
 - 4. Pump discharge valve design
 - 5. Pump operation strategy
 - 6. Pump cycle time analysis
 - 7. Maximum allowable water level determination
 - 8. Minimum allowable water level determination
- d. Electrical:
 - i. Determine electrical requirements and compare with existing electrical system
 - ii. Coordinate with pump supplier and confirm the following:
 - 1. Circuit breaker sizing
 - 2. Cable/conduit sizing

- e. Controls
 - i. Prepare description of primary and secondary level controls
 - ii. Coordinate with pump supplier and confirm the following:
 - 1. Pump control/operation schemes
 - 2. Level set-point verification
 - 3. SCADA interface
 - iii. Review and select wet well level device
 - iv. Design back-up floats and description of float mode controls
 - v. Design communications (assume connection to existing plant SCADA system)
 - vi. Create a list of signals for monitoring

3.02 Specifications – Detailed technical specifications will be provided for the 90% and Final Contract Document Submittals. Specifications will be provided in CSI 50 division format.

3.03 Opinion of Cost – The anticipated cost of construction will be provided for the 60%, 90% and Final Contract Document submittals.

Task 4 – Bid Phase Services

The following bid phase services will be provided:

- 4.01 Provide Owner with advertisement for bids and bidding documents.
- 4.02 Owner will advertise and post bidding documents on the Owner's website.
- 4.03 Prepare for and conduct pre-bid conference.
- 4.04 Respond to bidder questions.
- 4.05 Prepare and issue up to two addenda.
- 4.06 Attend bid opening.
- 4.07 Prepare recommendation of award letter based on Owner provided bid tabulation.

The following services are NOT included in this proposal, but can be for additional fee if requested:

- 1. Hydraulic evaluations of influent flows to existing Manhole 16.
- 2. Metering of existing Manhole 16 outflow.
- 3. Construction related services (can be provided under a separate amendment at a later date).
- 4. Permitting.

PART I – C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Amendment.

A preliminary project schedule is estimated as follows:

- 1. Design Phase: 4 months from receipt of signed Amendment
- 2. Bidding/Award Phase: 4 months from Advertisement to Contractor Notice to Proceed

Donohue's services under this Amendment will be considered complete when Donohue has delivered to the Owner the final recommendation of award letter.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$63,800.00, resulting in a total contract amount of \$119,500.00.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

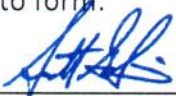
Date: _____

By: _____

Kelli A. Vandenberg, Clerk

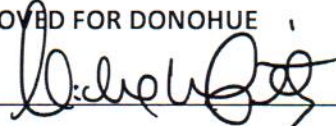
Date signed: _____, 2023

Approved as to form:

 _____

Scott G. Smith, City Attorney

APPROVED FOR DONOHUE

By:  _____

Printed Name: Mike Gerbitz, P.E.

Title: Senior Vice President

Date: May 31, 2023

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES FROM IDEXX DISTRIBUTION, INC.

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of laboratory supplies from IDEXX Distribution, Inc. on an as needed basis in the total estimated annual amount of \$95,000.
2. Funds for the purchase are budgeted in account numbers 591-591-55310-740.000 and 590-590-54310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of laboratory supplies from IDEXX Distribution, Inc.
2. The City Council authorizes 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 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Quote

Resolution No. _____

STAFF REPORT

Date: June 6, 2023
Subject: IDEXX Purchases
From: Jaime Fleming, Utilities Laboratory Manager
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended that City Council authorize the Mayor and City Clerk to sign the contract authorizing purchases of critical proprietary laboratory supplies from IDEXX on an as-needed basis, up to an estimated amount of \$95,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's utility plants are actively engaged in the protection of the natural environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

DISCUSSION:

The consumables used for microbiological analysis in the utility laboratories exceed \$7,500 on an annual basis. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (IDEXX) is our sole source for the necessary testing supplies. These techniques are approved by the USEPA for use in generating reportable drinking water and wastewater testing data and give us highly accurate data with the least labor and turnaround time. For standardization and quality assurance we also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX.

We have a standing order for supplies that covers much of our needs for routine, predicted samples. Additional product is ordered on a periodic basis to be used for emergency situations, construction samples, other non-routine sampling events, or to cover an increase in routine sample load. The amount needed for these is estimated based upon the previous year's orders for these types of samples but can vary from year to year.

BUDGET IMPACT:

Funds for the purchase of IDEXX supplies are budgeted every year and available in the Water Fund Treatment Lab Services account 591-591-55310-740.000 and the Sewer Fund Treatment Lab Services account 590-590-54310-740.000.

CITY OF
Wyoming
MICHIGAN

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

"Effective Date" means: June 20, 2023.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Purchasing Standard Terms and Conditions."

"Supplier" means: IDEXX Distribution, Inc.
[Name of supplying entity]
A Massachusetts corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
 One IDEXX Drive
[Supplier's street address]
 Westbrook, ME 04092
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

None.

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

City and Supplier have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor


By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

IDEXX Distribution, Inc.

By:  X. _____
[Signature officer, director or principal of Supplier]
Chun-Ming Chen GM/VP
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: June 7th, 2023

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. **Applicability.** Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.
2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.
3. **Qualifications.** Supplier represents and promises that:
 - A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.
 - B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **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 suppliers or others engage in for or on behalf of City. Accordingly:
 - A. Supplier 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. Supplier 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 Supplier will engage with others on City's behalf, Supplier 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), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.
6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.
7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.
8. **Taxes.** City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.
9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.
10. **Records.** City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or

audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

11. Assignment/Beneficiaries. Unless otherwise provided in writing, (i) no right or duty of Supplier under the Purchase 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.

12. Independence. Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

Exhibit B
Proposal



Quote Number
00232865

Date of Offer 8/1/2023
Expiration

Created Date 6/2/2023

Ship To Account 0000040703
Ship To Name CITY OF WYOMING WATER TREATMENT
 PLANT
Ship To 16700 NEW HOLLAND STREET
 HOLLAND, Michigan 49424
 United States

Bill To Account 0000012266
Bill To Name CITY OF WYOMING
Bill To P.O. BOX 905
 WYOMING, Michigan 49509-0905
 United States

| Material Number | Line Description | Quantity | Customer Price | Total Price |
|-----------------|--|----------|----------------|---------------|
| 98-09444-01 | WSW-10 STERILE WATER (10 PK) | 60.00 | 43.52 | USD 2,610.91 |
| 98-05761-01 | WHPC-100 HPC,SIMPLATE MULTI DOSE 1.5 | 48.00 | 381.97 | USD 18,334.56 |
| 98-09221-00 | WV120SBST-200,VESSELS W/ST AND SB, 200PK | 42.00 | 161.40 | USD 6,778.72 |
| 98-21378-00 | WQT100 QUANTI-TRAY DISPOSABLE 100/BX | 24.00 | 225.28 | USD 5,406.72 |
| 98-12973-00 | WP200I GAMMA IRRAD COLILERT 100ML 200PK | 36.00 | 1,060.50 | USD 38,178.02 |
| 98-08877-00 | WP200I-18 GAMMA IRAD COLILERT-18 200PACK | 6.00 | 1,153.95 | USD 6,923.67 |
| 98-13174-00 | WCLS200I COLISURE 200T IRRADIATED | 2.00 | 1,783.96 | USD 3,567.92 |
| 98-21675-00 | WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX | 6.00 | 303.94 | USD 1,823.64 |

Subtotal USD 83,624.16
Freight Charges USD 2,840.26
Tax USD 0.00
Grand Total USD 86,464.42

To place an order, please contact Customer Service at 1-800-321-0207 or email water@idexx.com. Online ordering is also available at order.idexx.com.
One IDEXX Drive Westbrook, ME 04092
All local taxes at customer charge

06/19/23

Purchasing/LAJ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FROM
AQUATIC INFORMATICS DBA LINKO TECHNOLOGY INC. FOR
PRETREATMENT COMPLIANCE SOFTWARE AND SUPPORT SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement from Aquatic Informatics dba Linko Technology Inc. for a three-year renewal of pretreatment compliance software support services in the total estimated amount of \$63,022.00.
2. Funds are budgeted in account number 590-590-54700-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an agreement from Aquatic Informatics dba Linko Technology Inc. for pretreatment compliance software and support services.
2. The City Council authorizes the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: June 8, 2023

Subject: Pretreatment Compliance Software and Support Services

From: Lisa Bartrum, Environmental Services Supervisor

CC: Myron Erickson, Director of Public Works

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended that City Council authorize the Mayor and City Clerk to sign the attached Services Renewal Agreement from Aquatic Informatics dba Linko Technology Inc., accepting a three-year renewal of pretreatment compliance software support services.

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. Effective data management is vital to the protection of our treatment facility and ultimately the protection of the environment.

DISCUSSION:

The Environmental Services work group at the Clean Water Plant utilizes Linko, a data management and regulatory compliance software program, to compile, store, and track all necessary information for our industrial and commercial sewer users along with our wholesale customers in Kentwood, Byron, and Gaines townships. This software also generates sewer use surcharges and discharge limit violation penalties for our utility billing functions. Our own compliance with State and Federal regulations is also managed within the program, which is vital during our State of Michigan audits.

In 2020, Environmental Services moved to the software developers hosted/cloud-based environment which allowed for full implementation of the options available to the work group within this software. The data and workflow generated by this system is integral to the ongoing compliance and report functions that the Environmental Services staff works with each day. This also eliminated the need for additional IT team support as all updates and backups are done by the host automatically. Remote access is available from site to site as our inspectors perform their duties throughout the entire service area. The City Attorney's Office has reviewed and approved this renewal contract.

BUDGET IMPACT:

Sufficient Funds have been budgeted and can be found in the Sewer Fund account #590-590-54700-806.000.

Attachment(s):
Aquatic Informatic Service Agreement

AQUATIC INFORMATICS – SERVICES RENEWAL AGREEMENT

SCOPE:

City of Wyoming
2350 Ivanrest Ave
Wyoming, MI 49418
("Subscriber")

- and -

Aquatic Informatics INC
2400-1111 West Georgia St
Vancouver, BC Canada, V6E 4M2
("Provider" or "AQI")

- A. This Services Renewal Agreement (the "**Renewal**") is between Provider and Subscriber.
- B. Provider provides certain service offerings ("Service Offerings") to You. You want to continue obtaining these Service Offerings from Provider for the duration of the term set out in this Renewal. If you had a previous contract with Provider respecting the Service Offerings obtained from Provider those terms apply to this Renewal.

1. Renewal

1.1 Provider will continue to provide the Service Offerings to you for the duration of the term set out in Schedule A of this Renewal.

1.2 The cost to you for these Service Offerings will be set out in Schedule A of this Renewal ("Fees"). All such Fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. Provider will notify you if there are any Fees charged for new options or if there are Fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month. All Fees are exclusive of applicable federal, provincial, state or local, value added, sales, use, excise, tariffs and/or similar tax or duty. If Provider is required to pay or collect any such taxes or duties on any fees charged, then such taxes and duties shall be billed to and paid by you. If you are tax-exempt, then you will provide us with legally-sufficient tax exemption certificates for applicable taxing jurisdictions.


Provider and Subscriber have executed this Renewal as of the date below.

PROVIDER

Per: 
 Date: June 8, 2023
 Name: Tony Ulrich
 Title: Sales Manager, Account Management
 I/We have authority to bind the corporation.

[SUBSCRIBER]

Per: _____
 Date: _____
 Name: _____
 Title: _____
 I/We have authority to bind the corporation.

Approved as to form 
 Scott G. Smith, City Attorney
 Date: 6/14/23

Schedule A
Subscription Term and payment terms

1 Subscription Term

- 1.1 This Renewal term commences on the date of execution of this Renewal agreement.
- 1.2 The renewed Subscription Term is for three (3) years.

2 Payment Terms

- 2.1 The Annual Subscription Fee (Table 1) is payable on the date of execution of this Renewal agreement.
- 2.2 Subscriber shall pay the Annual Subscription Fee each year thereafter. Provider may amend its fees for any renewal term on 30 days notice to Subscriber given prior to the expiration of the current term. Any applicable taxes are not included in this fee.

3 Annual Subscription Fee

- 3.1 The Subscriber agrees to pay the annual fees for use of the Service Offerings modules listed in the table below.
- 3.2 Subscriber acknowledges that additional modules, additional systems/facilities being managed, or additional users to those listed below may require adjustments in pricing. Subscriber certifies that the information is accurate and agrees to notify Provider of any material change in the information.

Table 1. Recurring Services Offering and Annual Subscription Fees

| Recurring Services Offering | Annual Subscription Fee |
|---|--------------------------------|
| Support & Maintenance for LinkoCTS, LinkoFOG, LinkoPipe, Surcharge Assistant and Remote Inspector (\$9807.84) | |
| Hosting Services with access for 6 RDP Users (\$5,372.64) | |
| Sampling Assistant Subscription (\$2416.96) | |
| Remote Sampler Subscription (\$1442.56) | |
| | |
| | |
| Year 1 Support Term: July 1, 2023 – June 30, 2024 | \$19,040.00 |
| Year 2 Support Term: July 1, 2024 – June 30, 2025 | \$20,944.00 |
| Year 3 Support Term: July 1, 2025 – June 30, 2026 | \$23,038.00 |
| Total Annual Subscription Fee | \$63,022.00 |

Schedule B Support and Maintenance of Service Offerings

Support and maintenance is provided with all Service Offerings.

Provider will maintain the Service Offerings at the latest release making new enhancements and improvements available as part of Provider's development methodology. In addition to regular maintenance of the Service Offerings, Provider will support Subscriber by answering queries from technically-trained users designated by Subscriber and resolve such queries in manner set out below

1.0 DEFINITIONS

- (a) **"Documentation"** means the instruction manual or help on the Service Offering;
- (b) **"Case priority 1"** means the Service Offering has a system outage or does not work per user documentation, business operations have been severely disrupted and no work around is immediately available;
- (c) **"Case priority 2"** means the Service Offering does not work per user documentation, business operations can continue in a restricted fashion (although long-term productivity might be adversely affected) and no work around is immediately available;
- (d) **"Case priority 3"** means the Service Offering does not work per user documentation, impaired operations of some components, but allows the user to continue use, a work around exists but it is not obvious or is difficult and as a result there is significant impact productivity or efficiency;
- (e) **"Case priority 4"** means the Service Offering does not work per user documentation, business operations are not significantly impacted;
- (f) **"Case priority 5"** means the Service Offering does not work per user documentation and does not affect business operations or does not work as expected and is not in user documentation or is an enhancement request;
- (g) **"Operating Hours"** are 8:00 am – 8:00 pm (Mon – Fri) Eastern Time excluding Provincial, Canadian, State and US statutory holidays and 9:00 am - 5:00 pm (Mon – Fri); Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays;
- (h) **"Resolution"** means one or more of the following outcomes: a) a mutually acceptable work around, b) a configuration/data change or c) a Service Offering Change;
- (i) **"Service Offering Change"** means changes to Service Offering functionality;

2.0 SUPPORT AND MAINTENANCE SERVICES

2.1 Description of Services. During any Subscription Term and subject to the provisions of this Agreement, Provider will use commercially reasonable efforts to provide the following Support and Maintenance Services:

- (a) Live telephone support with a support representative during Operating Hours;
- (b) Email support during Operating Hours;
- (c) Live Web conferencing with a support representative during Operating Hours where required to understand the support case;
- (d) Case tracking through our online case tracking system; and
- (e) Access to an online Support Portal 24 hours a day, 7 days a week.

2.2 Support Service Level Agreement

| Case Priority | Initial Response | Target Time to Resolution |
|---------------|--------------------------|---------------------------|
| 1 | 1 business day or sooner | 2 business days |
| 2 | 1 business day | 3 business days |

| | | |
|---|--------------------------|--------------------------|
| 3 | 1 business day | 10 business days |
| 4 | 1 business day | At Provider's discretion |
| 5 | At Provider's discretion | At Provider's discretion |

- (a) Provider's recovery time objective (being the maximum time period between a Service Offering is reported to be out of service/unavailable and when that same Service Offering is restored ("RTO") is 2 business days.
- (b) Provider's recovery point objective (being the time period when data may be lost from the Service Offering since the last backup of data ("RPO") is 24 calendar hours.
- (c) Initial Response and Target Time to Resolution time periods start once a case is logged in Provider's Support Portal.
- (d) Resolution times may exceed the Target Time to Resolution time targets depending on the complexity involved in determining the root cause of the case and the complexity of finding a resolution for it. Should this situation arise for priority 1 or 2 cases, the Subscriber will be provided a credit towards their next Annual Subscription Fee calculated as follows:
 - a. $\text{Credit} = \text{Annual Subscription Fee} \times \left(\frac{\text{Number of business days in excess of Target Time in a given Subscription Term}}{\text{Total Number of business days in the same Subscription Term}} \right)$
- (e) The credit for any Subscription Term cannot exceed the Annual Subscription Fee.
- (f) Subscription Term Credits can only be used as a rebate toward the purchase of a subsequent Subscription Term and otherwise has no cash value.
- (g) Subscription Term Credits are Subscriber's sole remedy if resolution times exceed the Target Time to Resolution.

2.3 Resolution of Service Offering Anomaly. A Service Offering anomaly will be considered to be resolved when:

- (a) the Service Offering is working in substantial accordance with the Documentation when operated on the supported hardware, operating system and peripheral as designated by Provider; or
- (b) Provider has advised the Subscriber of one of the following:
 - (i) how to correct or bypass the Service Offering anomaly;
 - (ii) that the anomaly falls within an exception to this Agreement.

3.0 EXCEPTIONS

3.1 Support and Maintenance Exclusions. Maintenance and Support Services are not provided for and do not apply to:

- (a) third party software and middleware or services;
- (b) when the Subscriber is in breach of this Agreement or any other agreement between Provider and the Subscriber;
- (c) Service Offerings that are improperly implemented;
- (d) Hardware, peripherals (including printers) or software other than the Service Offering;
- (e) Anomalies in the Service Offering that are not reproducible; or
- (f) Anomalies, damage or problems in the Service Offering or its operation caused by:
 - i. an incompatible or non-functioning configuration, operating system or hardware system;
 - ii. accident, abuse or misapplication for which Provider is not responsible;
 - iii. malfunction or non-performance of products supplied by third parties;
 - iv. use contrary to its intended purpose or contrary to the Documentation; or
 - v. any other matters beyond Provider's control.

3.2 Third Party Vendors. The Subscriber will look solely to the third party vendors of third party software, middleware, hardware or peripheral if there are any anomalies, damage or problems to the Service Offering in or caused by such software, middleware, hardware and/or peripheral.

- 3.3 Interfaces. Provider will not be responsible for any of the Subscriber's integration requirements for the Service Offering resulting from a Subscriber's use of third party vendors who may not integrate with the Service Offering.

Schedule C Service Levels

Service Commitment

Provider will use commercially reasonable efforts to make Service Offerings available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any calendar month (the “Service Commitment”). In the event Service Offerings do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- 1) “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which Service Offerings, as applicable, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Service Offerings SLA Exclusion (defined below).
- 2) “Unavailable” means Your Service Offering has no external (to/from internet) connectivity.
- 3) A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total monthly-equivalent charges paid by you (excluding one-time payments such as upfront payments made for initial instance setup) for Service Offerings in accordance with the schedule below.

| Monthly Uptime Percentage | Service Credit % |
|--|------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10% |
| Less than 99.0% | 30% |

We will apply any Service Credits only against future Service Offerings payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from Provider. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other billing account. Unless otherwise provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by Provider to provide Service Offerings is the receipt of a Service Credit (if eligible) in accordance with the terms of this Schedule.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a support case with Provider. To be eligible, the credit request must be received by us no later than calendar 15 days after the end of the billing cycle that the unavailability incident occurred within and must include:

- 1) the words “Service Offerings SLA Credit Request” in the subject line;
- 2) the dates and times of each Unavailability incident that you are claiming;
- 3) the URL(s) to the affected Service Offerings instance(s); and
- 4) your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one month after your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Service Offerings SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Service Offerings, or any other Service Offerings performance issues: (i) that result from a suspension of your Service Offering for reasons set out in the Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the infrastructure provider for Service Offerings); (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual instances not attributable to Service Offerings Unavailability; (vi) that result from any maintenance as provided for pursuant to the Agreement; (vii) arising from our suspension and termination of your right to use Service Offerings in accordance with the Agreement; or (viii) arising from downtime related to scheduled maintenance windows (defined below) (collectively, the "Service Offerings SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Scheduled Maintenance Windows

From time to time, your Service Offering instance may require maintenance to upgrade or repair hardware or software that will cause downtime and therefore unavailability to you. We will notify you at least 7 calendar days before such maintenance is required and provide an estimate of the duration required to perform the maintenance. Most maintenance can be performed with less than 2 hours of downtime but some may take longer. Once maintenance has started at the agreed time, we will use commercially reasonable efforts to return your Service Offerings instance(s) to service within the estimated duration window – but this will not always be possible due to unforeseen complications that may arise.

Scheduled Maintenance Windows are excluded from the Service Offerings SLA.

SCHEDULE D

Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Aquatic Informatics ULC or other selling entity listed on the accompanying software, service or other agreement accompanying these Terms and Conditions ("Seller") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Seller and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Seller and Buyer which apply to this offer and any resulting order or contract for the sale of Seller's goods and/or services ("Work").

1. APPLICABLE TERMS & CONDITIONS

These Terms & Conditions of Sale are contained directly and/or by reference in Seller's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Seller's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Seller's offer; (ii) acknowledgement of Buyer's order by Seller; or (iii) commencement of any performance by Seller pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. PRICES

All prices, unless stated otherwise are in U.S. dollars and are based on delivery as stated above unless otherwise quoted by Seller. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of the Work. Buyer will either pay any and all such charges or provide Seller with acceptable exemption certificates, which obligation survives performance under this Contract.

3. LIMITED WARRANTY

Seller warrants that Work sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific Work purchased.. Seller warrants that Work furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the Work. Parts provided by Seller in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Seller shall become the property of Seller. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Work not meeting this Limited Warranty is at Seller's option: repair, replacement, or credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Seller is willing to provide such replacement, credit or refund.

4. INDEMNIFICATION

Any and all indemnification obligations imposed upon Seller are limited to the extent of those damages proportionately caused by Seller's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Seller liable for any damages caused by negligence, misuse or misapplication of goods or services by others. Buyer shall defend, indemnify and hold harmless Seller against any and all damages to the extent cause by misuse or misapplication of Work, breach of this Agreement, negligence, wrongful conduct, or violations of law by Buyer or its affiliates or those employed by, controlled by or in privity with them, and Buyer agrees to so defend and indemnify Seller.

5. PATENT PROTECTION

Subject to all limitations of liability provided herein, Seller will, with respect to any Work of Seller's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any Canadian or U.S. patent (or European patent for Workthat Seller sells to

Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Work sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Seller does not undertake the defense thereof, provided that Buyer promptly notifies Seller of such suit and offers Seller either (i) full and exclusive control of the defense of such suit when Work of Seller only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Seller are also involved. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Work according to their applications as envisioned by Seller's specifications. In case the Work are in such suit held to constitute infringement and the use of the Work is enjoined, Seller will, at its own expense and at its option, either procure for Buyer the right to continue using such Work or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Work and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the Work. Further, to the same extent as set forth in Seller's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Seller for patent infringement related to (a) any goods manufactured to the Buyer's design, (b) services provided in accordance with the Buyer's instructions, or (c) Seller's work when used in combination with any other devices, parts or software not provided by Seller hereunder.

6. SOFTWARE AND DATA

All licenses to Seller's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Seller's software : Seller grants Buyer only a personal, non-exclusive license to access and use the software provided by Seller with Work purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Work. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Work, Seller may obtain, receive, or collect data or information, including data produced by the Work. In such cases, Buyer grants Seller a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Seller and its affiliates.

7. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS AND RELATED COMPANY POLICIES

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Seller represents that all Work delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Work, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Work and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Seller Work or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Seller Work or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Seller, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Seller asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

8. FORCE MAJEURE

Seller is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Seller by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Seller may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

9. NON-ASSIGNMENT AND WAIVER

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Seller's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

10. LIMITATION OF LIABILITY

None of the Seller Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Work purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Seller Indemnified Parties arising out of the performance or nonperformance hereunder or Seller's obligations in connection with the design, manufacture, sale, delivery, and/or use of Work will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Seller for Work delivered hereunder.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the Province of British Columbia, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Seller and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the Province of British Columbia, if Buyer has minimum contacts with British Columbia and, (ii) elsewhere in Canada if Buyer has minimum contacts with Canada, but not British Columbia, (iii) in the State of New York if Buyer does not have minimum contacts with Canada.

12. FUNDS TRANSFERS. Buyer and Seller both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Seller and speaking with Seller's accounts receivable contract before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

13. ENTIRE AGREEMENT & MODIFICATION

These Terms & Conditions of Sale and accompanying software or service agreement constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Seller unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Seller.

Seller rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Seller's acceptance of Buyer's order for the described goods and services.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF LABORATORY SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of laboratory supplies from VWR International Inc. and Fisher Scientific Company L.L.C. using the State of Michigan MiDEAL contracts.
2. It is estimated the utility plant laboratories will spend approximately \$130,000 for laboratory supplies.
3. Funds are budgeted in account numbers 591-591-55310-740.000 and 590-590-54310-740.000 with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of laboratory supplies from VWR International Inc. and Fisher Scientific Company L.L.C. through September 30, 2023.
2. The Wyoming City Council waives 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 19, 2023.

Kelli A. VandenBerg, City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: June 6, 2023
Subject: Laboratory Supplies
From: Jaime Fleming, Utilities Laboratory Manager
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended that the City authorize the purchase of laboratory supplies from VWR International Inc. and Fisher Scientific Company L.L.C. using the State of Michigan MiDEAL contracts up to an estimated annual amount of \$130,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The Utilities laboratories actively engage in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our compliance with regulatory requirements and permit limitations, guide treatment process control decisions, ensure success of our biosolids program, and monitor permit compliance of our industrial sewer users.

DISCUSSION:

MiDEAL is an extended purchasing program which allows Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals to use state contracts to buy goods and services.

The MiDEAL vendor contracts for laboratory supplies are currently with VWR International Inc. and Fisher Scientific Company L.L.C. and are up for renewal on 9/30/2023. The websites for VWR International Inc. and Fisher Scientific Company L.L.C. are connected to current MiDEAL contract pricing which allows lab staff to easily compare vendors to obtain the lowest possible prices at the time of purchase.

BUDGET IMPACT:

Funds for the purchase of laboratory supplies are available in the Water Fund Treatment Lab Services account 591-591-55310-740.000 and Sewer Fund Treatment Lab Services account 590-590-54310-740.000.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR THE WATER TREATMENT PLANT DISCHARGE VALVE UPGRADE PROJECT

WHEREAS:

1. As detailed in the attached staff report, bids were received for the Water Treatment Plant Discharge Valve Upgrade Project on May 30, 2023.
2. It is recommended City Council accept the low bid received from DHE Plumbing and Mechanical, LLC in the total estimated amount of \$1,540,000.00.
3. The bid price includes \$50,000.00 for contingency.
4. Funds are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards a bid for the Water Treatment Plant Discharge Valve Upgrade Project to DHE Plumbing and Mechanical, LLC in the total estimated amount of \$1,540,000.00 which includes \$50,000.00 for contingency.
2. The City Council does hereby authorize the City Manager to approve and sign change orders that are within the contingency.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Letter of Recommendation
Contract

Resolution No. _____

STAFF REPORT

Date: June 5, 2023
Subject: WTP Discharge Valve Upgrade Project
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council award the bid for the WTP Discharge Valve Upgrade Project to DHE Plumbing & Mechanical in the total amount of \$1,540,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper stewardship of our assets requires the prudent replacement of utility plant equipment and appurtenances that have reached the end of their life cycles, contributing to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant. The uninterrupted provision of potable water to our service population of 240,000 people builds community and ensures safety.

DISCUSSION:

The Water Treatment Plant houses ten high service pumps that pump water approximately twenty-six miles through a network of piping and valves to supply clean, safe drinking water to wholesale customers and the City of Wyoming. Four of these high service pumps have 1972-vintage 30-inch discharge ball valves that were intended to be replaced during the 2009 plant expansion but were eliminated from that project to fit within budget constraints. One such valve is currently inoperable, and all four valves leak, resulting in inefficient pumping and increased complexity and labor to maintain the pumps. These valves have reached the end of their useful lives and require replacement.

Therefore, Tetra Tech was engaged to provide engineering services and oversight of this project, which was approved by City Council via Resolution No. 27446 on August 1, 2022. Due to long lead times for these specialized valves weighing over 10,000 lbs. each, procurement specifications were assembled, and a procurement contract was awarded on February 6, 2023, via Resolution No. 27069 to Kennedy Industries for the purchase of four 30" DeZurik ball valves. Following the award of the procurement contract, specifications were assembled for the installation of the four 30" ball valves which included the transfer of the valve procurement contract to the awarded bidder. The specifications were advertised on the City's website on May 2, 2023, a prebid meeting was held with seven contractors in attendance, and on May 30, 2023, bids were opened. Two bids were received, and they are as follows:

| Bidder | Amount |
|--|----------------|
| DHE Plumbing & Mechanical | \$1,540,000.00 |
| Northern Boiler Mechanical Contractors | \$1,752,532.00 |

After reviewing the bids received, DHE Plumbing & Mechanical's bid met the requirements and was the lowest bid amount. The City has successfully partnered with DHE Mechanical in past projects including the recent replacement of four valve actuators. Considering this and the recommendation of our engineering consultant, Tetra Tech, it is recommended the City Council award the bid for the WTP Discharge Valve Upgrade Project from DHE Plumbing & Mechanical in the total amount of \$1,540,000.00.

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in capital outlay account #591-591-57300-986.444.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Wyoming (“Owner”) and DHE Plumbing and Mechanical (“Contractor”). Terms used in this Agreement have the meanings stated in the General Conditions and other Contract Documents.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. The Work consists of improvements to the WTP generally describe as follows:

WATER TREATMENT PLANT HIGH SERVICE DISCHARGE VALVE UPGRADES.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
WATER TREATMENT PLANT HIGH SERVICE DISCHARGE VALVE UPGRADES.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Tetra Tech, Inc., whose address is 1136 Oak Valley, Ann Arbor, MI 48176 (“Engineer”) to act as Owner’s Engineer, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract Documents.

3.02 The Project has been designed by Engineer.

3.03 Engineer shall work closely and cooperatively with the Owner’s representative, who the Owner has designated to be the Wyoming WTP Superintendent, Bob Veneklasen. The Owner’s representative is authorized to act on behalf of the Owner with respect to the Project, subject to applicable laws and parameters of authority expressly established by the Owner’s Board of Trustees. Engineer shall routinely and accurately inform the Owner’s representative on matters related to the Project.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Not Used

4.03 *Contract Times: Dates*

B. The Work will be substantially complete by April 1, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by April 30, 2024.

4.04 *Not Used*

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner Two Thousand and 00/100 Dollars (\$2,000.00) for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Two Thousand and 00/100 Dollars (\$2,000.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, that are solely attributable to such delay, except for special damages specified in this Agreement. The Contractor acknowledges and agrees that the foregoing sentence does not preclude its responsibility for damages that are not solely attributable to delay.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.05 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Work to be

completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts shown on the bid/proposal form, subject to adjustment under the Contract.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety percent (90%) of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage. If the character and progress of the Work have not been satisfactory to the Owner and Engineer, the Owner may continue to withhold retainage of up to ten percent (10%).

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to

Paragraph 15.01E of the General Conditions, and less 100 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of zero percent (0%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney)
 - b. Payment bond (together with power of attorney)
3. General and Supplementary Conditions.
4. Specifications as listed in the table of contents of the project manual.
5. Bidding Documents/Specifications.
6. Documents referenced as “Contract Documents” within any of the Contract Documents.
7. Drawings consisting of a cover sheet and sheets enumerated as follows:

| Volume I | Drawing No |
|---------------------|-----------------------------|
| General | G-000 |
| Process & Equipment | D-101, D-102 & D-301 |
| Electrical | E-1 through E-12, inclusive |

8. Addenda (numbers ___ to ___, inclusive).

9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Insurance Specifications.
 - c. City of Wyoming documents, including "City of Wyoming Request for Bids/Proposals", "Bid/Proposal Requirements", "Consideration of Bids/Proposals", "City Contract Standard Terms and Conditions", "Risk Allocation and Insurance", "Bonds and Liens", and "Bid/Proposal Form" (Pages, all).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Other Bonds, if any.
- B. The Contract Documents listed in Paragraph 7.01.A may be attached to this Agreement, but are acknowledged by the Contractor as having been received, reviewed, and accepted.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.
- E. In the event of any inconsistency or ambiguity within, between, or among any Contract Document(s), the provision that is most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and all other related information, data, and requirements in the Bidding Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and agrees to comply with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, including with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, including with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Contract Documents or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
8. Based on the information and observations referred to in this Article 8, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
9. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
10. All claims and disputes arising from related Work at Site by other contractors shall be settled in accordance with the Contract Documents.
11. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
12. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

13. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
14. Contractor acknowledges that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability that can be reasonable accommodated. Contractor must include this covenant in any agreement with any subcontractor employed in the performance of this Contract. A breach of this covenant shall be regarded as a material breach of the Contract.
15. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions and Contract Requirements*

- A. Owner and Contractor acknowledge that a modified version of the General Conditions applies to this Project and is hereby incorporated by reference as if fully restated. Contractor acknowledges having received and reviewed the modified General Conditions and agrees to be bound by the terms therein.
- B. Contractor acknowledges and agrees that all the following apply to this Contract and are incorporated herein by reference as if fully restated:

ARTICLE 9 – MISCELLANEOUS

9.01 Terms.

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:
City of Wyoming
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
1155 28th Street SW
Wyoming, MI 49509

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
DHE Plumbing and Mechanical
(typed or printed name of organization)

By: _____
(individual's signature)

Date: June 7, 2023
(date signed)

Name: Josh Heyboer
(typed or printed)

Title: Owner
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Project Assistant
(typed or printed)

Address for giving notices:
4475 8th Avenue
Grandville MI 49418

Designated Representative:
Name: Josh Heyboer
(typed or printed)

Title: Owner
(typed or printed)

Address:
DHE Plumbing and Mechanical
4475 8th Avenue
Grandville MI 49417=8

Phone: 616-896-8414

Email: josh@dheplumbing.com

License No.: 7115820
(where applicable)

State: Michigan



May 31, 2023

Transmitted Electronically

Mr. Dan Kleinheksel
City of Wyoming Utility Maintenance Manager
2350 Ivanrest
Wyoming, Michigan 49418

Re: Recommendation of Award: Wyoming WTP HSP Discharge Valve Upgrades

Dear Mr. Kleinheksel:

Tetra Tech has completed review of bids received in response to the Request for Bid for contractor services related to City of Wyoming High Service Discharge Valve Upgrades project at the City of Wyoming Water Treatment Plant.

There were two project bidders, DHE Plumbing & Mechanical, LLC, and Northern Boiler Mechanical Contractors.

The bids from the two companies arrived before the 11:00am May 30th, 2023 deadline and each included required bid-bond.

Bid Summary:

| <u>Item</u> | <u>DHE</u> | <u>Northern Boiler</u> |
|--|--------------------|------------------------|
| Total Bid Price (including items below) | \$1,540,000 | \$1,752,532 |
| Lump Sum Allowance for Unforeseen Conditions | \$50,000 | \$50,000 |
| Lump Sum Value for Valve Procurement | \$584,970.30 | \$584,970.30 |
| Lump Sum Value for Valve Procurement Tax | \$38,998.02 | \$38,998.02 |
| | | |
| TOTAL BID | \$1,540,000 | \$1,752,532 |

After careful review of each bid submission, Tetra Tech recommends awarding the *Wyoming WTP HSP Discharge Valve Upgrades* project to **DHE Plumbing & Mechanical, LLC**.

We look forward to working with you on this effort. Please contact me at 734-417-4430 if you have questions or require additional information.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

| Item | Recommended Bidder | Cost |
|---|--|---|
| Hach Laboratory Testing Supplies | Hach Company and VWR International, LLC | Bid prices as shown on the attached tabulation sheet. |
| Two Centrifugal Pumps | Ruhrpumpen, Inc. | \$19,218.00 for Two |
| Environmental Laboratory Testing Services | Eurofins Environment Testing North Central, LLC, Prein & Newhof, and Trace Analytical Laboratories, Inc. | Bid prices as shown on the attached tabulation sheet. |

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 19, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: June 7, 2023

Subject: Award of Bid for Hach Company Laboratory Testing Supplies

From: Jaime Fleming, Utilities Laboratory Manager

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council authorize the purchase of Hach Company laboratory testing products from Hach Company and VWR International, LLC up to an estimated annual amount of \$40,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The Utilities laboratories actively engage in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our compliance with regulatory requirements and permit limitations, guide treatment process control decisions, ensure success of our biosolids program, and monitor permit compliance of our industrial sewer users.

DISCUSSION:

The utility plant laboratories use a significant number of consumable supplies to conduct regulatory compliance, process control testing, industrial monitoring, and biosolids characterization. We currently use Hach Company TNT Plus testing supplies for phosphorus, ammonia, iron, and turbidity. These are proprietary technologies, but they are readily available for purchase through other vendors. These methods are approved by the USEPA for use in generating regulatory data and give us greater accuracy with less labor, variability, and turnaround time.

We have a standing monthly order for the Hach Company supplies needed for our routine, predictable testing needs. However, we may periodically order additional supplies to cover emergency samples or an increase in sample load. These testing supplies comprise the largest portion of our purchases from Hach and are in addition to other products and equipment typically purchased from Hach. Because of supply chain shortages and other unpredictable market conditions, we like to have the ability to purchase from multiple vendors.

On Tuesday, June 6, 2023, the City received two bids for Hach Company laboratory testing products. Fifty invitations to bid were sent to and/or downloaded by prospective bidders.

TABULATION:

The bid tabulation is attached.

BUDGET IMPACT:

Funds for the purchase of Hach Company laboratory testing supplies are budgeted every year and available in the Water Fund Treatment Lab Services account 591-591-55310-740.000 and the Sewer Fund Treatment Lab Services account 590-590-54310-740.000.

Attachment: Tabulation Sheet

Hach Laboratory Testing Products

Tabulation of Bids

Opened by City Clerk on June 6, 2023

| Item Description | Hach Product Number | Quantity Each | Hach Company | | VWR International | |
|---|---------------------|---------------|--------------|-------------|-------------------|-------------|
| | | | Unit Price | Total | Unit Price | Total |
| Items Shipping to 2350 Ivanrest Ave SW Wyoming, MI 49418 | | | | | | |
| IntelliCAL LBOD101 Sensor Cap Replacement Kit | 5838000 | 2 | \$179.49 | \$358.98 | \$191.00 | \$382.00 |
| IntelliCAL LBOD101 Luminescent/Optical Dissolved Oxygen (LDO) Sensor for BOD | LBOD10101 | 1 | \$1,408.02 | \$1,408.02 | \$1,514.00 | \$1,514.00 |
| Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO ₄), 25 Tests | TNT843 | 72 | \$79.51 | \$5,724.72 | \$82.17 | \$5,916.24 |
| Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO ₄), 25 Tests | TNT844 | 4 | \$79.56 | \$318.24 | \$81.82 | \$327.28 |
| Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 Tests | TNT845 | 110 | \$79.56 | \$8,751.60 | \$84.55 | \$9,300.50 |
| Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH ₃ -N), 25 Tests | TNT830 | 36 | \$77.52 | \$2,790.72 | \$79.54 | \$2,863.44 |
| Ammonia TNTplus Vial Test, LR (1-12 mg/L NH ₃ -N), 25 Tests | TNT831 | 4 | \$77.52 | \$310.08 | \$82.00 | \$328.00 |
| Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Tests | TNT832 | 120 | \$77.52 | \$9,302.40 | \$79.32 | \$9,518.40 |
| Pipette Tips for BBP065 (1.0 - 5.0 mL) 75/pk | BBP068 | 40 | \$46.45 | \$1,858.00 | \$47.79 | \$1,911.60 |
| Items Shipping to 16700 New Holland St Holland, MI 49424 | | | | | | |
| Iron TNTplus Vial Test (0.2-6.0 mg/L Fe), 25 Tests | TNT858 | 15 | \$80.16 | \$1,202.40 | \$81.75 | \$1,226.25 |
| Sample vials for TU5200 Benchtop Laser Turbidimeter | LZV946 | 10 | \$73.74 | \$737.40 | \$79.85 | \$798.50 |
| Desiccant Cartridge for TU5300sc and TU5400sc Laser Turbidimeter | LZY876 | 32 | \$50.27 | \$1,608.64 | \$52.80 | \$1,689.60 |
| Sodium thiosulfate (stabilized) digital titrator cartridge, 2.26 N | 2686901 | 12 | \$28.64 | \$343.68 | \$30.80 | \$369.60 |
| Delivery tubes for Digital Titrator | 1720500 | 3 | \$14.74 | \$44.22 | \$15.15 | \$45.45 |
| TOTAL | | | | \$34,759.10 | | \$36,190.86 |
| Percentage Discount from Latest Dated Retail Price for other Hach Brand Products | | | | | | |
| | | | 7% | | Varies | |

Oliver Wadosch
Hach Company
PO Box 389
Loveland, CO 80539

6/6/2024

THE CITY OF WYOMING, MICHIGAN

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

RE: RFB 2128 - HACH LABORATORY TESTING PRODUCTS

Dear City Clerk,

Thank you for giving Hach Company the opportunity to submit a Proposal for HACH LABORATORY TESTING PRODUCTS. Hach has vast experience in the design and production of Lab and Process Instrumentation.

Hach has submitted the following documents:

- Bid/Proposal Form
- Contract Form
- Hach Contract Addendum
- W9
- Insurance Certificate

The most integral part, of course, are the completed and signed Bid and Contract Forms. Hach is offering a 7% discount on all lab and process instruments including consumables for the contract term. This also includes free shipping.

The Contract Addendum is intended to provide reasonable revisions to the City of Wyoming's Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the City's Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions.



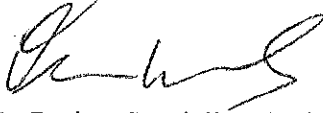
Be Right™

Hach has also included an insurance certificate, exceeding the City's required limits, and listing the City, the City's officers and employees as additionally insured.

Standard Lead time is 30 days ARO. Standard Payment Terms are NET 30.

Hach Company values your business and looks forward to a long and fruitful partnership.

Oliver Wadosch



Sr. Project Specialist, Hach
owadosch@hach.com



Be Right™

3. Hach Contract Addendum



Be Right™

**Contract Addendum to RFB 2128
HACH LABORATORY TESTING PRODUCTS (the "Project")**

Parties: The City of Wyoming, Michigan ("Customer")
Hach Company ("Supplier")

Date: June 6, 2023

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to

use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. Performance Guarantees. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. Acceptance and Set-off. Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. Funds Transfers (Payments). Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

9. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

10. Samples. Hach cannot provide free samples.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

The City of Wyoming, Michigan

Hach Company

By: _____
Name: _____
Title: _____
Date: _____

By: Chad Spraker
Name: Chad Spraker
Title: Manager, Project Bids
Date: 6/6/2024

HACH LABORATORY TESTING PRODUCTS CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Hach Laboratory Testing Products** 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 June 6, 2023 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:

| | | |
|--|---------------------|-------------------------|
| <u>VWR International, LLC</u> | | |
| <small>LEGAL NAME OF COMPANY</small> | | |
| <u>LLC Formed in Delaware, USA</u> | | |
| <small>BUSINESS NAME / O.B.A., IF DIFFERENT FROM ABOVE</small> | | |
| <u>100 Matsonford RD, Suite 200</u> | | |
| <small>FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed</small> | | |
| <u>Radnor PA 19807</u> | | |
| <small>STREET ADDRESS</small> | <small>CITY</small> | <small>STATE</small> |
| | | <small>ZIP CODE</small> |

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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:

- Contractor will provide the materials and services in accordance with the ~~Contract Documents~~.
- City will pay the Contractor in accordance with the ~~Contract Documents~~. Bid Language on page 17
- 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

By: Kent Vanderwood, Mayor

By: Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

DocuSigned by:
By: Patrick McMahon
08DE5A8474234ED1
Signature for Contractor

Patrick McMahon VP, Sales
Printed Name & Title of Person Signing

Date signed: June 8, 2023



VWR International, LLC
100 Matsonford Road, Suite 200
Radnor, PA, 19087
t 610 386 1700

Cover Letter

June 2nd, 2023

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

SOLICITATION: HACH LABORATORY TESTING PRODUCTS #2128

Dear Jaime Fleming,

Enclosed is VWR International, LLC's ("VWR") proposal in response to your request for bid for HACH LABORATORY TESTING PRODUCTS

VWR International, LLC ("VWR") is bidding pursuant to the terms and conditions of the State of Michigan Contract No. 071B6600048, entered into between VWR and the State of Michigan Department of Technology Management and Budget (the "State") effective March 22, 2016 (the "State Contract"). If VWR is selected vendor of choice, the terms and conditions of the State Contract will control all purchases resulting from the bid award to the exclusion of any terms and conditions contained in the State's bid document(s). To the extent the scope of this bid or VWR's bid response necessitates an amendment to the State Contract, the parties shall develop a mutually acceptable amendment by post-award negotiations. VWR's bid response is expressly conditioned upon the State's acceptance of the foregoing statement.

VWR considers its bid response to be trade secret, proprietary and/or confidential, to the extent marked as such herein and subject to applicable public records disclosure laws, and it may be used only for the purpose of evaluating the merits of a business relationship with VWR. The statements herein are intended for evaluation purposes only and do not represent a warranty or any other contractual commitment.

VWR's response is submitted by Patrick McMahon, VP Sales, who is authorized to present a binding offer, and obligate VWR in a contract award. In all future discussions involving VWR's response to your Request for Proposal, Tim Hillebrand will be the person legally authorized to conduct any/all future negotiations on behalf of VWR. Tim may be contacted as follows:

Tim Hillebrand
Director, Region Sales
(616) 304-8119
Tim.Hillebrand@avantorsciences.com

VWR International, LLC was organized as a limited liability company in the State of Delaware, USA.

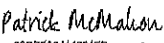


VWR International, LLC
100 Matsonford Road, Suite 200
Radnor, PA, 19087
t 610 386 1700

We are prepared to answer any questions you may have and look forward to the opportunity to meet with you to discuss our offer, if necessary.

Thank you for the opportunity to submit our bid.

Regards,

DocuSigned by:

08DE5841493E01
Patrick McMahon
VP Sales

Enclosure:

- VWR Final_2128
- VWRQuotation_8032138611

CONTRACT FORM

This Contract Form on the next page must be completed and signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

VWR International, LLC ("VWR") is bidding pursuant to the terms and conditions of the State of Michigan Contract No. 071B6600048, entered into between VWR and the State of Michigan Department of Technology Management and Budget (the "State") effective March 22, 2016 (the "State Contract"). If VWR is selected vendor of choice, the terms and conditions of the State Contract will control all purchases resulting from the bid award, to the exclusion of any terms and conditions contained in the State's bid document(s). To the extent the scope of this bid or VWR's bid response necessitates an amendment to the State Contract, the parties shall develop a mutually acceptable amendment by post-award negotiations. VWR's bid response is expressly conditioned upon the State's acceptance of the foregoing statement.

VWR considers its bid response to be trade secret, proprietary and/or confidential, to the extent marked as such herein and subject to applicable public records disclosure laws, and it may be used only for the purpose of evaluating the merits of a business relationship with VWR. The statements herein are intended for evaluation purposes only and do not represent a warranty or any other contractual commitment.



| QUOTATION | | | |
|--------------|----------------------|-----------------------|--------|
| Quote Number | Valid From | Valid To | Page |
| 8032138611 | 05/22/2023 | 06/21/2023 | 1 of 3 |
| Currency | Sales Representative | Customer Reference | |
| USD | Nick Weatherspoon | HACH Testing Products | |

| To Place an Order | |
|-------------------|----------------|
| Phone : | 1-800-932-5000 |
| Fax : | 1-866-329-2897 |
| Web : | www.vwr.com |

| Quote Prepared For | Contact Phone / Fax / E-Mail |
|--|--|
| Jaime Fleming | 616-261-3572 flemingj@wyomingmi.gov |
| Ship To : 80179301 | Sold To : 80076216 |
| WYOMING CITY OF WASTE WATER PLANT 2350 IVANREST AVE SW GRANDVILLE MI 49418-3402 | WYOMING CITY OF ACCOUNTS PAYABLE PO BOX 905 WYOMING MI 49509-0905 |




When placing your order, please include your quotation number and account number to ensure you receive the correct price.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.

Additional Information :







VWR International, LLC ("VWR") is bidding pursuant to the terms and conditions of the State of Michigan Contract No. 071B6600048, entered into between VWR and the State of Michigan Department of Technology Management and Budget (the "State") effective March 22, 2016 (the "State Contract"). If VWR is selected vendor of choice, the terms and conditions of the State Contract will control all purchases resulting from the bid award, to the exclusion of any terms and conditions contained in the State's bid document(s). To the extent the scope of this bid or VWR's bid response necessitates an amendment to the State Contract, the parties shall develop a mutually acceptable amendment by post-award negotiations. VWR's bid response is expressly conditioned upon the State's acceptance of the foregoing statement.

VWR considers its bid response to be trade secret, proprietary and/or confidential, to the extent marked as such herein and subject to applicable public records disclosure laws, and it may be used only for the purpose of evaluating the merits of a business relationship with VWR. The statements herein are intended for evaluation purposes only and do not represent a warranty or any other contractual commitment.

| Row | VWR Catalog Number | Product Description | Qty | UOM | Unit Price | Extended Price |
|-----|---|---|-----|-----|------------|----------------|
| 10 | 89174-114 | SENSOR CAP REPLACEMENT, LBOD | 2 | EA | 191.00 | 382.00 |
| |  | Accessories for LDO & LBOD Electrodes for HQd Meter, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=89174-114 Shipping Dimensions Weight / Size (L*W*H) per UOM : 1.000 LB / 5.000*5.000*5.000 IN UOM Component Info : EA(1items) Availability : In Stock | | | | |
| 20 | 89174-018 | LBOD PRBE 1M CBL EA1 | 1 | EA | 1,514.00 | 1,514.00 |
| |  | LDO and LBOD Electrodes for HQd Meter, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=89174-018 Shipping Dimensions Weight / Size (L*W*H) per UOM : 1.250 LB / 12.500*9.700*2.300 IN UOM Component Info : EA(1items) Availability : Ordered Upon Request | | | | |
| 30 | 75919-328 | PHOSPHORUS REACTIVE/TOT TNTPLUS 25 TESTS | 72 | PK | 82.17 | 5,916.24 |
| |  | TNTplus™ Vial Chemistries, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=75919-328 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.360 LB / 5.980*3.770*4.640 IN UOM Component Info : PK(25items) Availability : Product Ships Directly from Manufacturer Material Flag : HAZARDOUS MATERIAL | | | | |





| QUOTATION | | | |
|--------------|----------------------|-----------------------|--------|
| Quote Number | Valid From | Valid To | Page |
| 8032138611 | 05/22/2023 | 06/21/2023 | 2 of 3 |
| Currency | Sales Representative | Customer Reference | |
| USD | Nick Weatherspoon | HACH Testing Products | |

| Row | VWR Catalog Number | Product Description | Qty | UOM | Unit Price | Extended Price |
|-----|---|--|-----|-----|------------|----------------|
| 40 | 75919-250 | PHOSPHORUS TNTPLUS 0.5-5MG/L PO4-P 25TST | 4 | PK | 81.82 | 327.28 |
| |  | TNTplus™ Vial Chemistries, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=75919-250 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.360 LB / 5.890*3.590*4.490 IN UOM Component Info : PK(25items) Availability : Product Ships Directly from Manufacturer Material Flag : HAZARDOUS MATERIAL | | | | |
| 50 | 75919-252 | PHOSPHORUS TNTPLUS 2-20MG/L PO4-P 25TSTS | 110 | PK | 84.55 | 9,300.50 |
| |  | TNTplus™ Vial Chemistries, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=75919-252 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.460 LB / 5.820*3.700*4.640 IN UOM Component Info : PK(25items) Availability : Product Ships Directly from Manufacturer Material Flag : HAZARDOUS MATERIAL | | | | |
| 60 | 75919-202 | AMMONIA TNTPLUS ULR 0.02-2.5MG/L 25 TSTS | 36 | PK | 79.54 | 2,863.44 |
| |  | TNTplus™ Vial Chemistries, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=75919-202 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.180 LB / 3.690*2.990*3.490 IN UOM Component Info : PK(25items) Availability : In Stock | | | | |
| 70 | 75919-204 | AMMONIA TNTPLUS 1-12 MG/L 25TESTS DR3900 | 4 | PK | 82.00 | 328.00 |
| |  | TNTplus™ Vial Chemistries, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=75919-204 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.320 LB / 4.100*3.500*4.600 IN UOM Component Info : PK(25items) Availability : Product Ships Directly from Manufacturer Material Flag : HAZARDOUS MATERIAL | | | | |
| 80 | 75919-206 | AMMONIA TNTPLUS 2-47 MG/L 25TESTS DR3900 | 120 | PK | 79.32 | 9,518.40 |
| |  | TNTplus™ Vial Chemistries, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=75919-206 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.290 LB / 3.690*3.090*3.390 IN UOM Component Info : PK(25items) Availability : Product Ships Directly from Manufacturer | | | | |
| 90 | MISC-PLAST-ELI | BBP068/Pipette Tips for B/EA | 40 | EA | 47.79 | 1,911.60 |
| | | Customer Ref # : BBP068 Product Ships Directly from Manufacturer Additional Information : Pipette Tips for BBP065 (1.0 - 5.0 mL) 75/pk Estimated lead time 1 week Open Market item | | | | Availability : |
| 100 | 75919-266 | IRON TNTPLUS 0.2-6.0 MG/L 25TESTS DR3900 | 15 | PK | 81.75 | 1,226.25 |
| |  | TNTplus™ Vial Chemistries, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=75919-266 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.180 LB / 3.790*3.090*3.490 IN UOM Component Info : PK(25items) Availability : Product Ships Directly from Manufacturer | | | | |



| QUOTATION | | | |
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| USD | Nick Weatherspoon | HACH Testing Products | |

| Row | VWR Catalog Number | Product Description | Qty | UOM | Unit Price | Extended Price |
|---|--------------------|---|----------------|-----|------------|----------------|
| 110 | MISC-PLAST-ELI | LZY946/Sample vials for T/EA | 10 | EA | 79.85 | 798.50 |
| | | Customer Ref # : LZY946 Product Ships Directly from Manufacturer Additional Information : Sample vials for TIJ5200 Benchtop Laser Turbidimeter Estimated lead time 1 week Open Market item | Availability : | | | |
| 120 | MISC-PLAST-ELI | LZY876/Desiccant Cartridg/EA | 32 | EA | 52.80 | 1,689.60 |
| | | Customer Ref # : LZY876 Product Ships Directly from Manufacturer Additional Information : Desiccant Cartridge for TU5300sc and TU5400sc Laser Turbidimeter Estimated lead time 1 week Open Market item | Availability : | | | |
| 130 | 97026-356 | NA THIOSULFATE 2.26N | 12 | EA | 30.80 | 369.60 |
|  | | Sodium thiosulfate 2.26 N stabilized, cartridge for Digital Titrator Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=97026-356 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.040 LB / 4.000*4.000*2.000 IN UOM Component Info : EA(1items) Availability : Product on Order. Estimated delivery date will be provided after order is placed | | | | |
| 140 | 97027-100 | TUBE DELIVRY 180 DEG HOOK PK/5 | 3 | PK | 15.15 | 45.45 |
|  | | Delivery tubes for Digital Titrator, Hach Product Link : https://us.vwr.com/store/catalog/product.jsp?catalog_number=97027-100 Shipping Dimensions Weight / Size (L*W*H) per UOM : 0.010 LB / 5.000*0.800*0.700 IN UOM Component Info : PK(5items) Availability : In Stock | | | | |

Item Total : 36,190.86
Quote Total : 36,190.86

Financing Available. Contact your VWR Representative for details about flexible financing programs.

VWR International's Terms and Conditions of Sale apply. A copy is available on our website (https://us.vwr.com/store/content/externalContentPage.jsp?path=/en_US/about_vwr_terms_conditions_product_sales.jsp), or by request. Customer represents that it has read and agrees to VWR International's Terms and Conditions of Sale.

Identified stock status is based on product availability at time of the quote and may change at time of order. Delivery dates are based on standard lead times from suppliers.

Charges displayed on the quotation including freight, tax and other charges are estimates and may vary at time of order.

Any images used are not necessarily representative of any product offering from VWR International and do not constitute the basis for purchase decisions.

Customer is responsible for unloading and providing standard receiving facilities for large and/or heavy shipments. Special unloading or delivery can be arranged, provided VWR International is notified at the time of order placement. For such arrangements, please contact VWR International for a quotation. All quotes for installation assume that services related to the equipment are in place at the Customer site (including, but not limited to, gas, plumbing, electrical and ventilation) as per the equipment manufacturer's specifications prior to the installation of the equipment. Installation or other services are not included in this quotation, unless otherwise noted on the quotation.

Customer has a limited amount of time to document and report any shipping damage. Please inspect all shipments upon receipt and refer to Section 4 of VWR International's Terms and Conditions of Sale for additional information.

Items prefixed with "MISC" are subject to regulatory approval once VWR International receives acceptance from the customer. They are special order, and as such may not be returnable. Please allow 6-8 weeks delivery from the time of your first order or acceptance of this quotation.

STAFF REPORT

Date: June 7, 2023

Subject: Purchase of Two Centrifugal Pumps

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: June 19, 2023

RECOMMENDATION:

It is recommended the City Council accept the bid as provided by Ruhrpumpen, Inc. for the purchase of two centrifugal pumps at the Clean Water Plant in the total amount of \$19,218.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Stewardship of our assets, including the replacement of worn-out utility equipment, contributes to the efficiency of the plant process and prevents costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

Final effluent water at the Clean Water Plant is non-potable water that has completed the treatment process and is ready for discharge to the environment. The Clean Water Plant utilizes a portion of this water for a variety of purposes including for the dilution of lime, land irrigation, pump seal water, and other plant processes.

Four centrifugal pumps are available to pressurize and supply the final effluent water for these purposes. The existing pumps have been in operation for over 15 years and have served their useful life. The pumps are leaking and are very inefficient due to wear. Therefore, for planning and budgeting purposes, Clean Water Plant staff will replace two of the four centrifugal pumps which will improve reliability, increase efficiency, and limit labor for repair. The two other existing pumps will remain as backup pumps to be replaced at a future date.

Therefore, bid specifications were assembled to purchase two centrifugal pumps of similar design to the existing pumps. On June 6, 2023, the City received three bids for the purchase of two centrifugal pumps. Seventy-two invitations to bid were sent to and/or downloaded by prospective bidders. The bids received are as follows:

| Bidder | Amount |
|--|-------------|
| Ruhrpumpen, Inc. | \$19,218.00 |
| H&P Technologies dba Detroit Pump & Mfg. Co. | \$21,794.62 |
| Technology International, Inc. | \$37,800.00 |

After a review of the bids, Ruhrpumpen, Inc. was the lowest cost and the pump proposed is of similar design to the existing pumps which will keep installation costs low. Therefore, it is recommended the City Council accept the bid as provided by Ruhrpumpen, Inc. for the purchase of two centrifugal pumps at the Clean Water Plant in the total amount of \$19,218.00.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant Capital Account #590-590-54400-986.444.

PURCHASE OF TWO CENTRIFUGAL PUMPS CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **PURCHASE OF TWO CENTRIFUGAL PUMPS** 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 June 6, 2023 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: Ruhrpumper, Inc
LEGAL NAME OF COMPANY

Corporation
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

4501 S 86TH E AVENUE
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g., partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

TULSA OK 74145
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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. 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

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: [Signature]
Scott G. Smith, City Attorney

Contractor

By: [Signature]
Signature for Contractor

Scott B Hugenmiller
Printed Name & Title of Person Signing

Date signed: 6/1/2023

STAFF REPORT

Date: June 8, 2023

Subject: Award of Bid for Environmental Laboratory Testing Services

From: Jaime Fleming, Utilities Laboratory Manager

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: June 19, 2023

RECOMMENDATION:

It is recommended the City Council authorize the purchase of environmental laboratory testing services from Eurofins Environment Testing North Central, LLC, Prein & Newhof, and Trace Analytical Laboratories, Inc up to an estimated annual amount of \$110,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's utility plants actively engage in the protection of Michigan's natural water environment and the public health of Wyoming's citizens.

DISCUSSION:

The largest portion of the testing required of the City's treatment plants is conducted in-house. The lab staff's expertise and skill, along with a long history of investment in technology and training, make this possible. Wyoming's capabilities in this regard are unique among utilities statewide. However, there are some types of testing that are sent to a third-party laboratory for processing based on the specialized nature of the testing, a need for a short response time, as a backup if our own instrumentation is out of service, or because it is more cost effective.

On Tuesday, June 6, 2023, the City received three bids for environmental laboratory testing services. Forty-nine invitations to bid were sent to and/or downloaded by prospective bidders. To ensure we are best able to meet regulatory testing and reporting deadlines, I recommend accepting all three of the submitted bids. This provides flexibility and redundancy when it may be needed. All three bidders meet the specified requirements for laboratory certification and approved analytical methods. They also either provide door-to-door courier service for sample container delivery and sample pickup or have local facilities which avoids additional expensive shipping charges.

While these laboratories can meet most of our current analytical needs, there may be unique testing needs they cannot perform or did not include in their bid (e.g., whole effluent toxicity). When these situations arise, we will gather comparative quotes and follow standard City purchasing policies.

TABULATION:

The bid tabulation is included as an attachment.

BUDGET IMPACT:

The estimated yearly amount for Trace Analytical Services is:

| | |
|-----------------------|----------|
| Drinking Water Plant | \$18,000 |
| Clean Water Plant/IPP | \$75,000 |
| Biosolids | \$17,000 |

Funds for third-party laboratory services are budgeted in the following accounts:

| | |
|------------|-----------------------|
| Water Fund | 591-591-55310-930.000 |
| Sewer Fund | 590-590-54310-801.000 |
| Biosolids | 590-590-54800-801.000 |

Attachment: Tabulation Sheet

Bid Tabulation for Environmental Laboratory Testing Services
 Opened by City Clerk on Tuesday, June 6, 2023 at 11:00am

| | Eurofins Environment Testing North Central, LLC | | Prein&Newhof | | Trace Analytical Laboratories, Inc | |
|---|--|-------------------------------------|-------------------------|-------------------------------------|---|-------------------------------------|
| Drinking Water Analysis | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time |
| Total Organic Carbon (TOC) | \$50.00 | 10 business days | \$15.00 | 5-7 business days | \$28.00 | 10 business days |
| Gross Alpha (Rad) | \$90.00 | 10 business days | No Bid | | No Bid | |
| Radium 226 & 228 | \$230.00 | 10 business days | No Bid | | No Bid | |
| Total Trihalomethane (TTHM) | \$115.00 | 10 business days | \$60.00 | 5-7 business days | \$85.00 | 10 business days |
| Haloacetic Acids (HAA5) | \$170.00 | 10 business days | \$130.00 | 5-7 business days | \$150.00 | 10 business days |
| SOC - Carbamates | \$165.00 | 10 business days | No Bid | | No Bid | |
| SOC - Herbicides | \$210.00 | 10 business days | No Bid | | No Bid | |
| SOC - Pesticides | \$100.00 | 10 business days | No Bid | | No Bid | |
| VOC | \$160.00 | 10 business days | \$100.00 | 5-7 business days | \$78.00 | 10 business days |
| PFAS | \$285.00 | 10 business days | \$350.00 | 14 business days | No Bid | |
| Cyanide | \$40.00 | 10 business days | \$25.00 | 5-7 business days | \$26.00 | 10 business days |
| Fluoride | \$30.00 | 10 business days | \$15.00 | 5-7 business days | \$12.00 | 10 business days |
| Nitrite | \$35.00 | 10 business days | \$15.00 | 5-7 business days | \$12.00 | 10 business days |
| Nitrate | Included with Nitrite | 10 business days | \$15.00 | 5-7 business days | \$12.00 | 10 business days |
| Sodium | \$25.00 | 10 business days | \$25.00 | 5-7 business days | \$6.00 | 10 business days |
| Sulfate | \$40.00 | 10 business days | \$15.00 | 5-7 business days | \$12.00 | 10 business days |
| Lead and Copper | \$30.00 | 10 business days | \$18.00 | 5-7 business days | \$26.00 | 10 business days |
| Total Metals (Sb, As, Ba, Be, Cd, Cr, Pb, Ni, Se, | \$97.00 | 10 business days | \$150.00 | 5-7 business days | \$104.00 | 10 business days |

Bid Tabulation for Environmental Laboratory Testing Services
 Opened by City Clerk on Tuesday, June 6, 2023 at 11:00am

| | Eurofins Environment Testing North Central, LLC | | Prein&Newhof | | Trace Analytical Laboratories, Inc | |
|--|--|-------------------------------------|-------------------------|-------------------------------------|---|-------------------------------------|
| Wastewater (NPDES) Analysis | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time |
| Low Level Mercury | \$110.00 | 10 business days | No Bid | | \$60.00 | 10 business days |
| PFAS | \$265.00 | 20 business days | \$450.00 | 14 business days | No Bid | |
| Acid-Extractable Compounds | \$155.00 | 10 business days | No Bid | | Included with Base Neutral | 10 business days |
| Base-neutral Compounds | \$360.00 | 10 business days | No Bid | | \$150.00 | 10 business days |
| VOC | \$70.00 | 10 business days | \$100.00 | 5-7 business days | \$60.00 | 10 business days |
| Cyanide - Total | \$28.00 | 10 business days | \$25.00 | 5-7 business days | \$26.80 | 10 business days |
| Cyanide - Available | \$90.00 | 10 business days | No Bid | | \$60.00 | 10 business days |
| HEM/SGT-HEM | \$60.00 | 10 business days | \$45.00 | 5-7 business days | \$40.00 | 10 business days |
| Total Recoverable Metals (Sb, Ag, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Tl, Zn) | \$80.00 | 10 business days | \$150.00 | 5-7 business days | \$72.00 | 10 business days |
| Whole Effluent Toxicity - Acute and Chronic | No Bid | | No Bid | | No Bid | |
| Total Phenolic Compounds | \$30.00 | 10 business days | \$25.00 | 5-7 business days | \$50.00 | 10 business days |
| Hardness | \$40.00 | 10 business days | \$15.00 | 5-7 business days | \$12.00 | 10 business days |
| | Eurofins Environment Testing North Central, LLC | | Prein&Newhof | | Trace Analytical Laboratories, Inc | |
| Industrial Wastewater Analysis | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time |
| Mercury | \$25.00 | 10 business days | \$40.00 | 5-7 business days | \$20.00 | 10 business days |
| PFAS | \$265.00 | 20 business days | \$450.00 | 14 business days | No Bid | |
| SVOC | \$155.00 | 10 business days | \$150.00 | 5-7 business days | \$150.00 | 10 business days |
| VOC | \$70.00 | 10 business days | \$100.00 | 5-7 business days | \$60.00 | 10 business days |
| Cyanide - Total | \$28.00 | 10 business days | \$25.00 | 5-7 business days | \$26.80 | 10 business days |
| Cyanide - Amenable | \$28.00 | 10 business days | No Bid | | \$40.00 | 10 business days |
| HEM/SGT-HEM | \$60.00 | 10 business days | \$45.00 | 5-7 business days | \$40.00 | 10 business days |
| Total Recoverable Metals (Sb, Ag, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Tl, Zn, Sn, Co) | \$80.00 | 10 business days | \$150.00 | 5-7 business days | \$84.00 | 10 business days |

Bid Tabulation for Environmental Laboratory Testing Services
 Opened by City Clerk on Tuesday, June 6, 2023 at 11:00am

| | Eurofins Environment Testing North Central, LLC | | Prein&Newhof | | Trace Analytical Laboratories, Inc | |
|--|--|-----------------------------|---------------|-----------------------------|---------------------------------------|-----------------------------|
| Biosolids Analysis | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time | Per Test Cost | Standard Turnaround Time |
| VOC | \$70.00 | 10 business days | \$100.00 | 5-7 business days | \$60.00 | 10 business days |
| SOC | \$160.00 | 10 business days | No Bid | | \$150.00 | 10 business days |
| Nitrate | \$40.00 | 10 business days | \$15.00 | 5-7 business days | \$13.31 | 10 business days |
| Nitrite | Included with Nitrate | 10 business days | \$15.00 | 5-7 business days | \$13.31 | 10 business days |
| Sulfate | \$20.00 | 10 business days | \$15.00 | 5-7 business days | \$13.31 | 10 business days |
| % Moisture | \$2.50 | 10 business days | No Charge | 5-7 business days | \$7.25 | 10 business days |
| Mercury | \$25.00 | 10 business days | \$40.00 | 5-7 business days | \$20.00 | 10 business days |
| Total Recoverable Metals (Sb, Ag, As, Be, Cd, Cr, Cu, Pb, Ni, Se, Tl, Zn, Ca, Mg, K) | \$105.00 | 10 business days | \$150.00 | 5-7 business days | \$90.00 | 10 business days |
| TKN | \$33.00 | 10 business days | \$30.00 | 5-7 business days | \$29.40 | 10 business days |

| | Eurofins Environment Testing North Central, LLC | | Prein&Newhof | | Trace Analytical Laboratories, Inc | |
|---|---|--|---|--|---|--|
| Other Fees and Charges | \$5.00 per sample Safe and Environmentally Responsible Waste Management Fee | | None | | \$12 per invoice Environmental Responsibility Fee | |
| Courier Service (container delivery and sample pickup at Wyoming facilities) | No Charge | | \$25 per trip for Clean Water Plant \$50 per trip for Water Treatment Plant | | No Charge | |
| DMRQA Participation Charge | No Charge | | No Charge | | No Charge | |
| Upcharge for Rush Turnaround Time | 1 bus. day = +100%; 2 bus. Day = +75%; 3 bus. Day = +60%; 4 bus. Day = +45%; 5 bus. Day = +30% (PFAS priced separately and subject to lab availability) | | Next Day = +100% (not all tests available); 2 day = +80%; 3 day = +60%; | | 2 Business Days = +100%; 3-4 Business Days = +50% | |

ENVIRONMENTAL LABORATORY ANALYSIS 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, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **ENVIRONMENTAL LABORATORY ANALYSIS 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 June 19, 2023 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:

| | | |
|---|-----------|-------------------|
| <u>Eurofins Environment Testing North Central, LLC</u> | | |
| LEGAL NAME OF COMPANY | | |
| <u>Eurofins Cleveland</u> | | |
| BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE | | |
| <u>Limited Liability Corporation; incorporated in the state of Delaware</u> | | |
| FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed | | |
| <u>180 S Van Buren Ave.</u> | | |
| STREET ADDRESS | | |
| <u>Barberton</u> | <u>OH</u> | <u>44203-3543</u> |
| CITY | STATE | ZIP CODE |

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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. 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: _____
Kent Vanderwood, Mayor

By: *Michael Bergmann*
Signature for Contractor

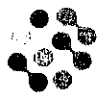
By: _____
Kelli A. VandenBerg, City Clerk

Michael Bergmann, Business Unit Manager
Printed Name & Title of Person Signing

Date signed: _____

Date signed: 6/5/2023

Approved as to form: *Scott G. Smith*
Scott G. Smith, City Attorney



eurofins

Environment Testing

MEMORANDUM

Date: June 6, 2023
To: Jaime Fleming, City of Wyoming
CC: Melissa Craddock
From: Eurofins Environment Testing North Central, LLC Contracts Department
Subject: City of Wyoming, MI RFB Comment Memo

Eurofins Environment Testing North Central, LLC's (EETNC) Contracts Department has reviewed the City of Wyoming, MI's Request for Bids/Proposals (#2127) for Environmental Laboratory Analysis Services and has the following comments and proposed changes:

CITY CONTRACT STANDARD TERMS AND CONDITIONS

19. Indemnity and Limitation of Liability

EETNC believes indemnification clauses should be a fair and equitable allocation of the risk involved in the work. EETNC will not accept liability for a client's negligence. Additionally, EETNC cannot accept the potential for unlimited damages in any project as we cannot incorporate the risk of such unforeseen damages into our prices. It is therefore requested the following be added as a new section:

Contractor and City shall indemnify, defend, and hold each other harmless from claims, demands, and causes of action asserted against indemnitee by any person (including, without limitation, Contractor's and City's employees) for personal injury or death or for loss of or damage to property and resulting from the indemnitor's negligence or willful misconduct hereunder. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of Contractor and City, the indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence or misconduct.

Contractor's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Contractor's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Contractor be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

This material is intended only for the use of the individual(s) or entity to whom it is addressed and may contain information that is privileged and confidential. It is our policy that facsimiles are intended for and should be used for business purposes only. If you are not the intended recipient, or the employee or agent responsible for delivering this material to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this facsimile is strictly prohibited. If you have received this communication in error, please notify the sender. Thank you for your professional consideration and cooperation.

ENVIRONMENTAL LABORATORY ANALYSIS 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, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **ENVIRONMENTAL LABORATORY ANALYSIS 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 June 19, 2023 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.

Trace Analytical Laboratories, Inc.

"Contractor" means:

| | | |
|---|-------|----------|
| LEGAL NAME OF COMPANY | | |
| BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE | | |
| Incorporation | | |
| FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed | | |
| 2241 Black Creek Rd. | | |
| STREET ADDRESS | | |
| Muskegon | MI | 49444 |
| CITY | STATE | ZIP CODE |

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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. 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

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:



Scott G. Smith, City Attorney

Contractor

By: **Jon Mink** 

Signature for Contractor

Jon Mink Senior Project Manager

Printed Name & Title of Person Signing

Date signed: 06/05/2023