

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 20, 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 November 6, 2023 Regular Meeting and Closed Session
- 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
 1. Thriving – The Rapid Transit Master Plan
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 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.
- 15) Resolutions**
 - a) To Accept SCAO Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment 40)
 - b) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment 41)
 - c) To Approve and Authorize the Mayor and City Clerk to Sign a Municipal Services Agreement for the Shea Ravines Phase 1 Housing Project
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - d) To Approve, Authorize, and Direct Signing the Professional Services Agreement with

Barr Engineering Co.

- e) To Approve Change Order Number One for the Water Treatment Plant Discharge Valve Upgrade Project
- f) To Accept a Quote from Gametime c/o Sinclair Recreation for the Purchase of Play Equipment for Kelloggsville Park
- g) To Accept a Proposal from Auto Body Xperts to Provide Automotive Body Repairs
- h) To Approve and Authorize the Mayor and City Clerk to Sign an Amendment to the Reason Consulting Corporation Contract
- i) To Accept a Proposal from Scott Civil Engineering Company to Complete a Scope Evaluation for the Reconstruction of the 44th Street Bridge over Buck Creek and to Authorize the Mayor and Clerk to Execute the Contract

17) Ordinances

12-23 To Amend Chapter 2, Article IV, of the Code of Ordinances to Add Division 11 to Provide for a Service Charge in Lieu of Taxes for the Shea Ravines Phase I Housing Project (Final Reading)

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 reunión para hacer arreglos para el alojamiento apropiado.



THRIVING

City of Wyoming – City Council

November 20, 2023

A framework for the future of connectivity.

Project Overview

What will The Rapid be in the next 20 years?

Who and where will it serve?

How will it serve those people and communities?

How will it be funded?

How will it be staffed and supported by vehicles and facilities?





How will it build partnerships (with housing, etc.)?

What is “success” and how will it be measured and ensured?

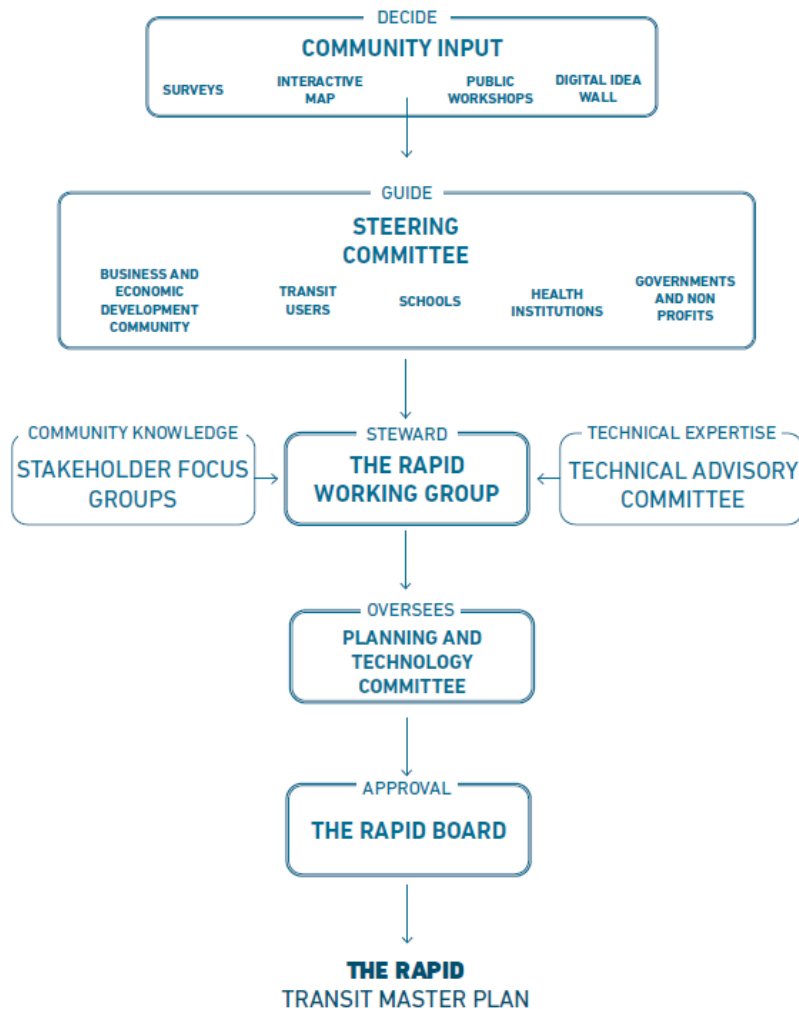
Guiding Principles

THRIVING

At The Rapid, we are the transportation provider of choice and convenience because...

-  **COMMUNITY | We reflect you and your needs.**
-  **GROWTH | We plan for action.**
-  **CONVENIENCE | We serve for user experience.**
-  **INTERNAL WORKFORCE | We value employee personal growth.**
(Engaged and prepared to meet our future challenges)
-  **ADAPTABILITY | We're future-flexible.**

Public Involvement - Stakeholders

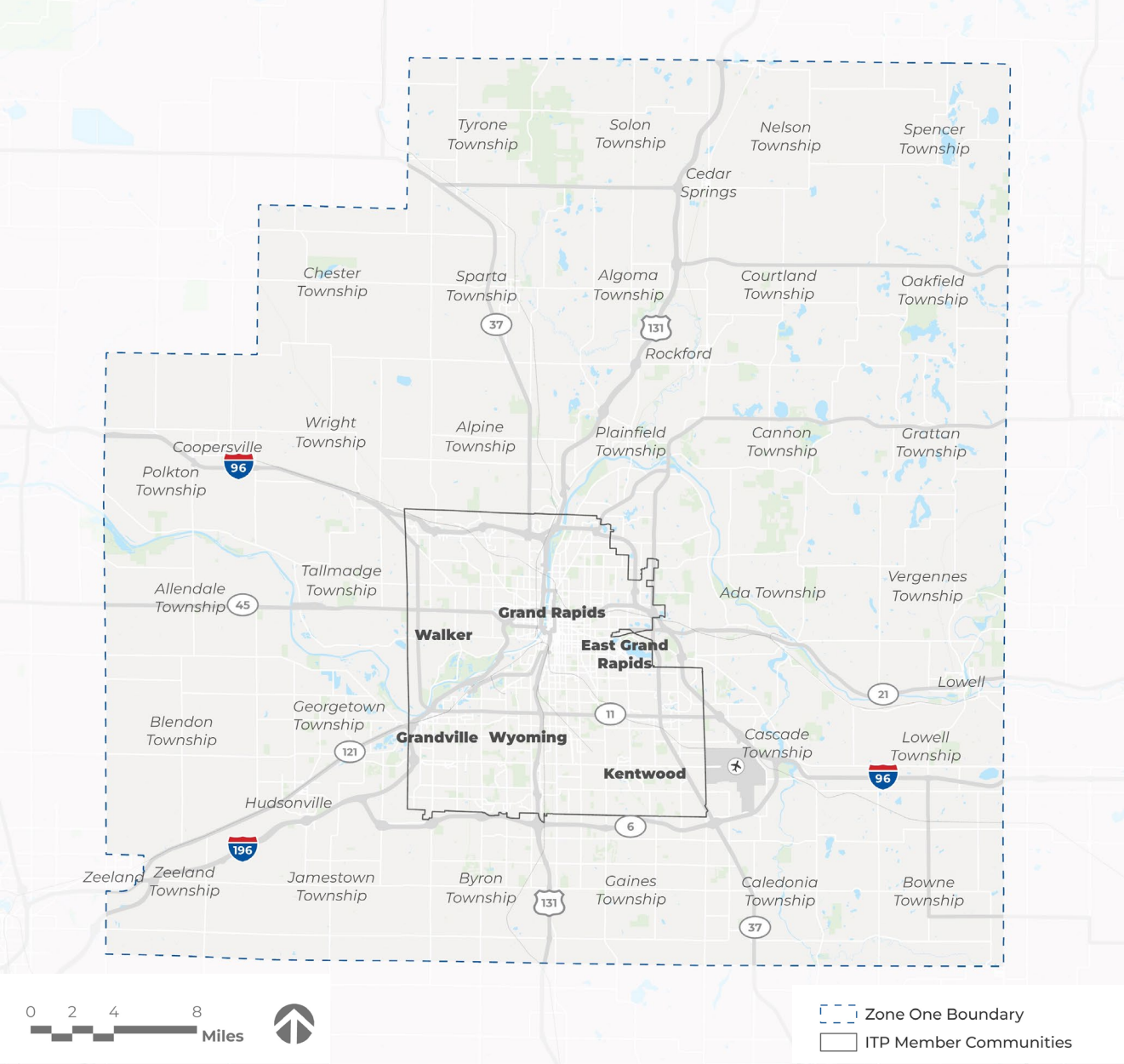


- ▶ **The Rapid Working Group** (*internal staff*)
- ▶ **Technical Advisory Committee (TAC)** (*municipal planning and engineering staff*)
- ▶ **Steering Committee** (*public and private stakeholders*)
- ▶ **Planning and Technology Committee** (*citizen members and subset of The Rapid Board*)
- ▶ **Stakeholder Focus Groups** (*representatives from different sectors of the community*)
- ▶ **Community and City/Township Officials**
- ▶ **The Public**

TMP Study Area (Zone 1)

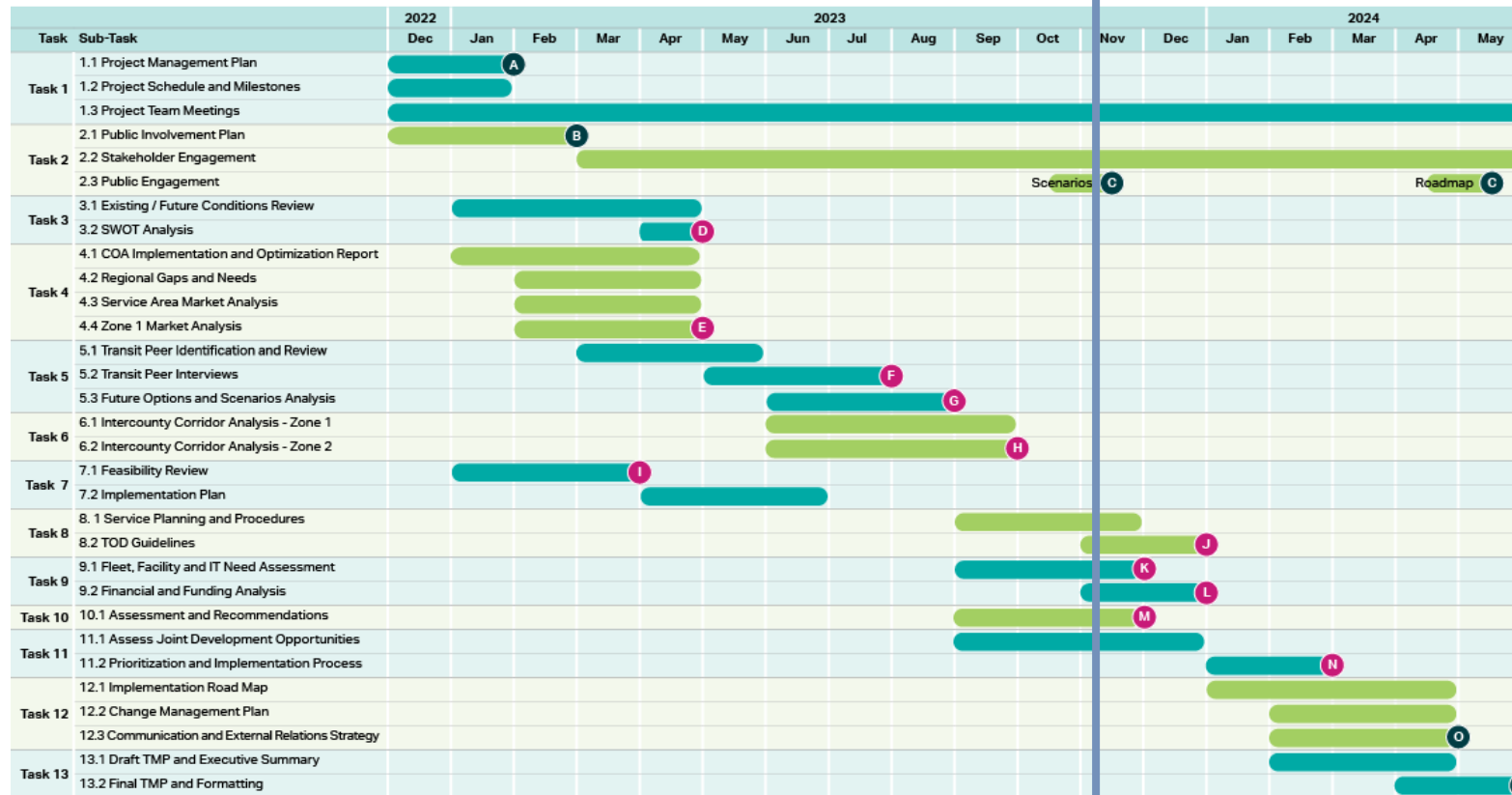
34 Jurisdictional Plans & Developments informing the TMP

Reviewed plans/projects that were completed and/or in progress



Project Schedule

we are here



Deliverables = tech memo

- A Project Management Plan
- B Public Involvement Plan
- C Public Input Summaries (including COA Report)
- D Existing and Future Conditions (including COA Report)
- E Market Analysis
- F Peer Review
- G Future Options and Scenarios
- H Corridor Analysis
- I West Michigan Express
- J Planning Guidelines, Policies and Performance Measures
- K Fleet, Facilities and IT Strategy
- L Financial and Funding Analysis
- M Administrative and Operational Staffing Evaluation
- N Joint Development Opportunities
- O Phased Implementation Strategy
- P Final Transit Master Plan

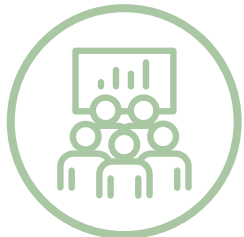


Project Status

IN PROGRESS

COMPLETE

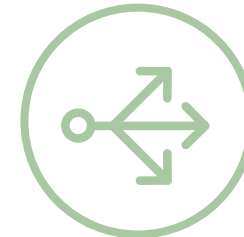
COMPLETE



Public Involvement
Building partnerships (throughout the process, public workshops targeted for Fall 2023 and Spring 2024)



Market Analysis
Transit demand, travel patterns, mobility need



Future Options and Scenarios Analysis
Who and where to serve? How?



Existing and Future Conditions Analysis
Strengths, weaknesses, opportunities, threats



Peer Review
Best practices from similar and aspirational mobility providers

COMPLETE

COMPLETE

Project Status

COMPLETE



West Michigan Express Planning

Reassess feasibility, develop implementation plan

ON DECK



Planning Guidelines, Policies and Performance Measures

How to measure and ensure success?

IN PROGRESS



Administrative and Operational Staffing Evaluation

How to staff?



Corridor Analysis

Connections to places outside current service area



Fleet, Facilities and IT Strategy

How to support?

IN PROGRESS

Project Status

ON DECK



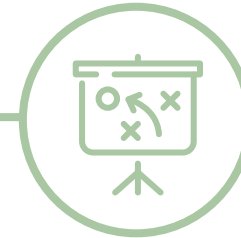
Joint Development Opportunities

How to shape what happens next to transit?
(Nov 2023-Feb 2024)



Phased Implementation Strategy

(Jan-April 2024)



Final Transit Master Plan

(April-May 2024)



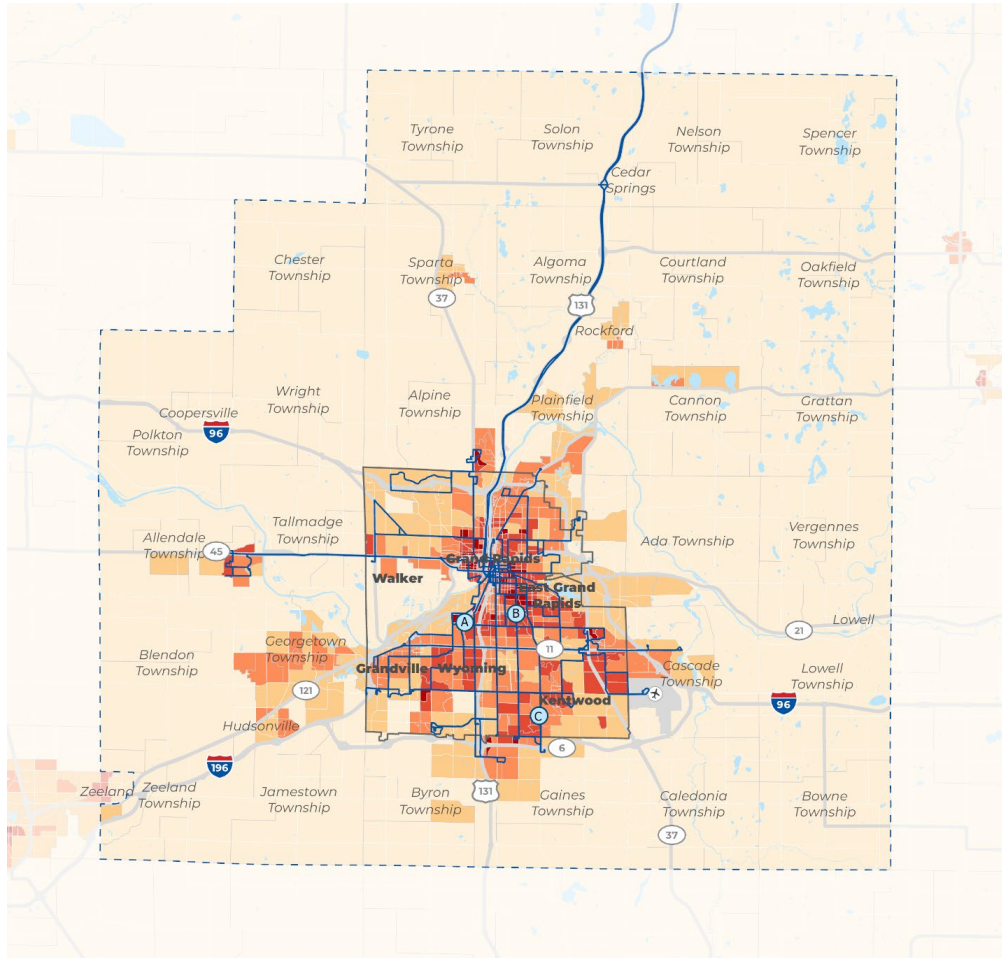
Financial and Funding Analysis

How to fund?
(Nov-Dec 2023)

ON DECK

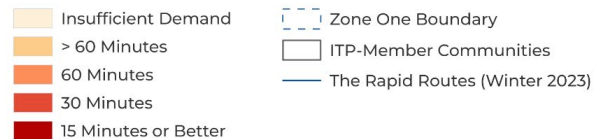
Transit Demand Index

Population & Employment



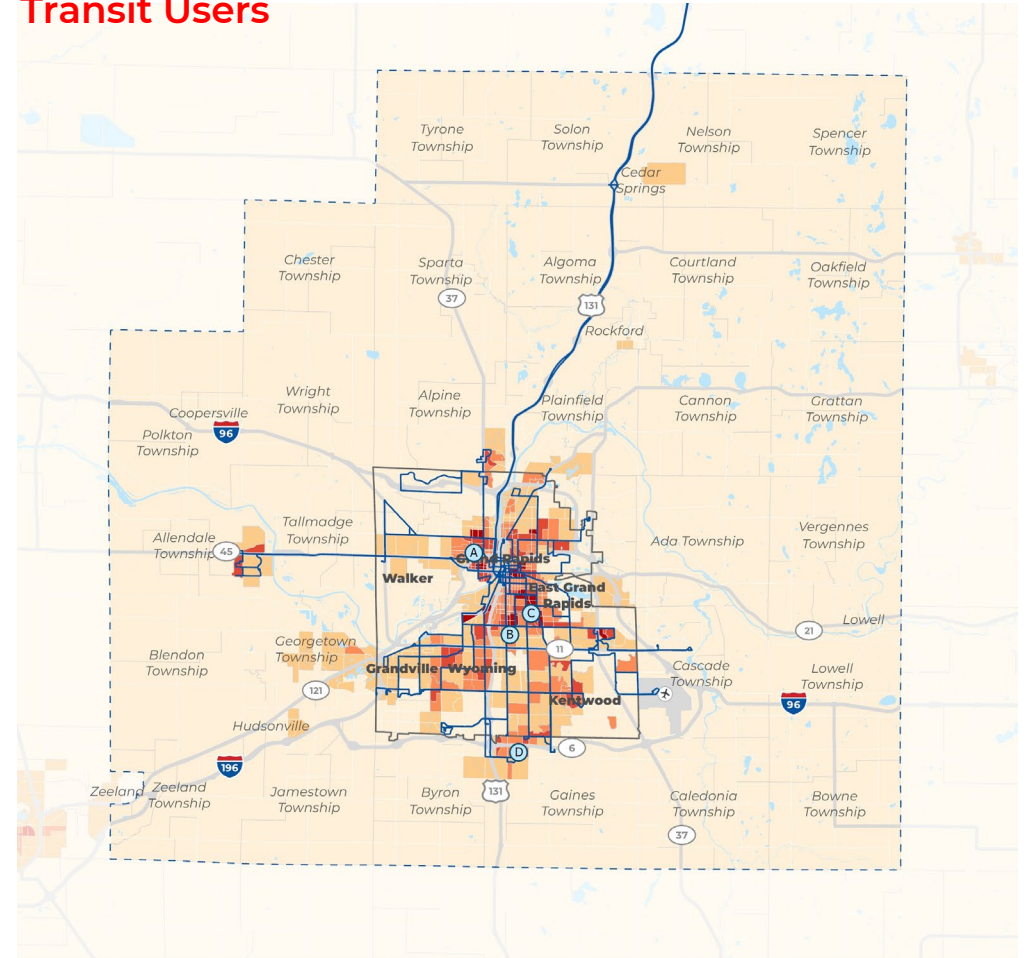
Transit Demand Index

Service Frequency Supported by Existing Population and Employment



Transit Propensity Index

Minorities, Young Adults, Seniors, Disabilities, Income, Zero-Vehicle Households, Rental Units, Existing Transit Users



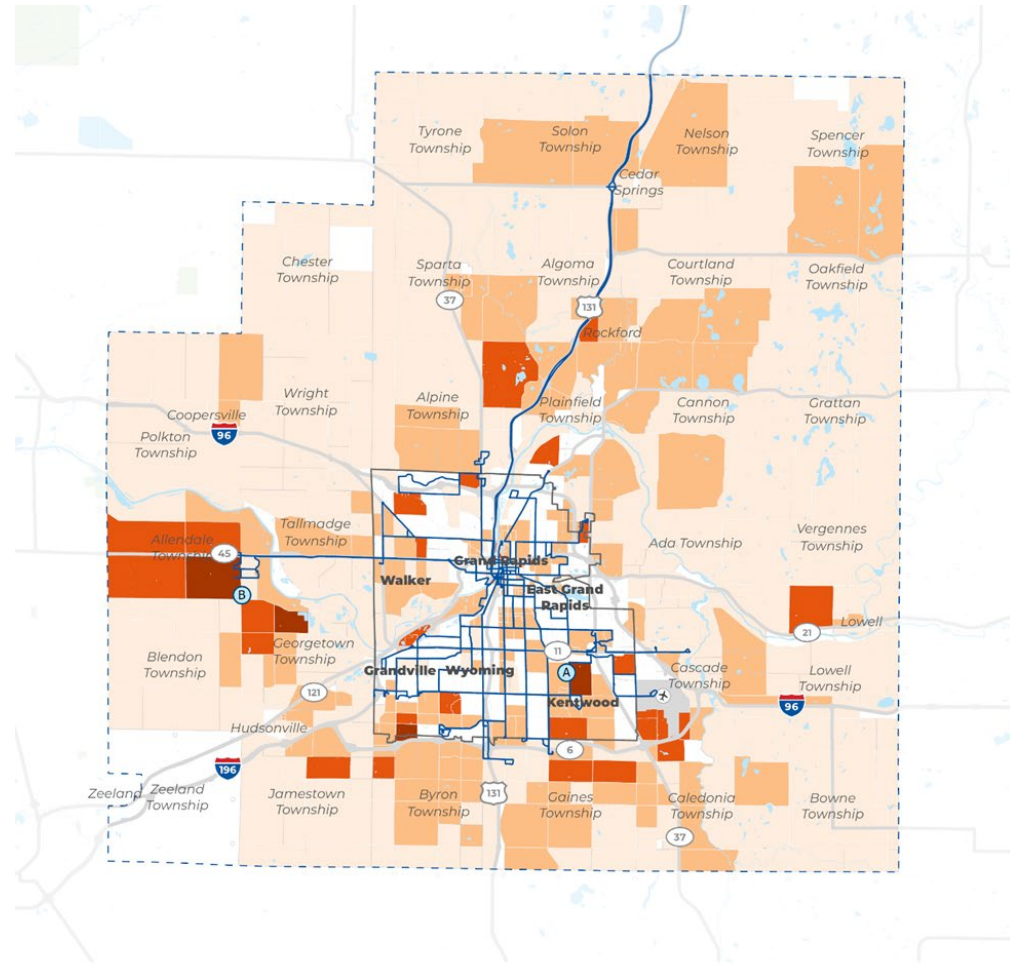
Composite Transit Propensity Index



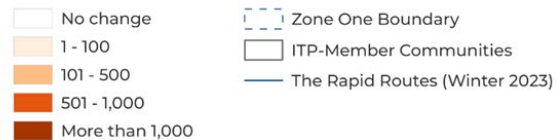
2015 - 2045

Household Growth

Number of Housing Units

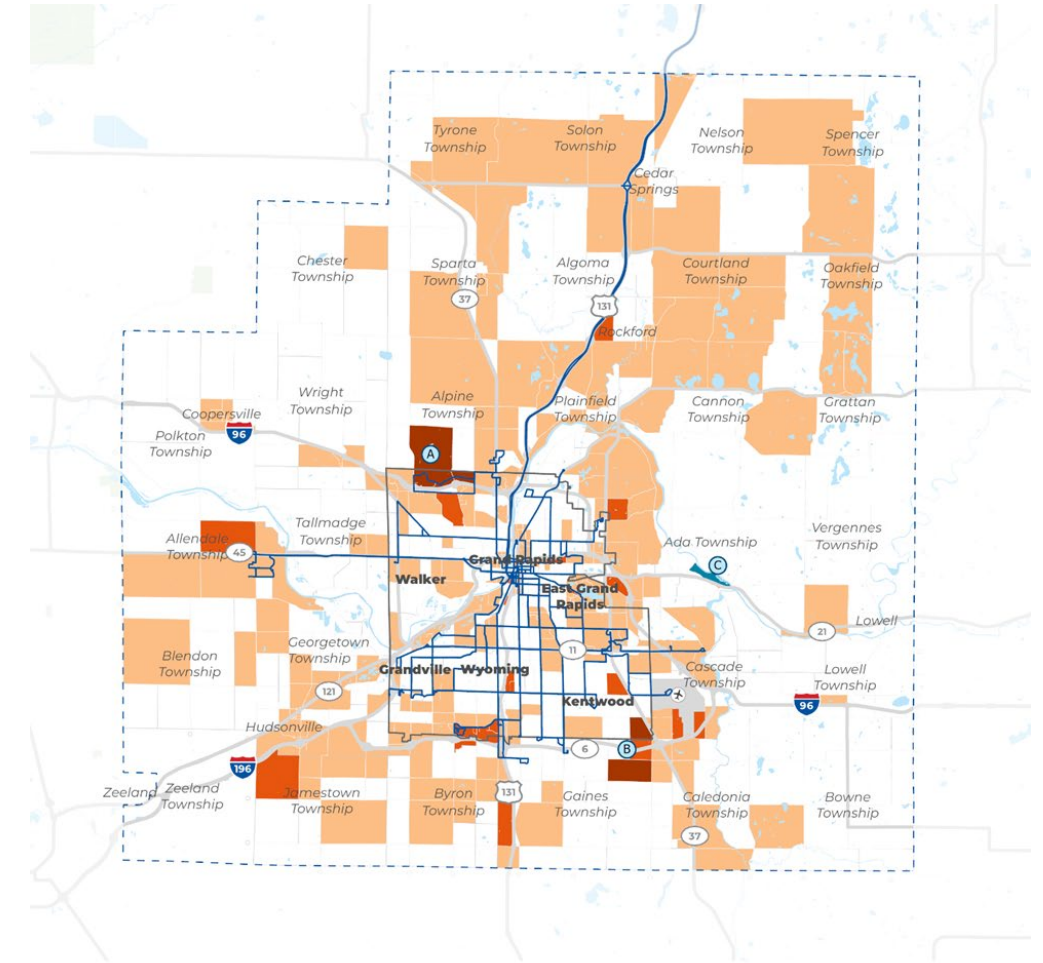


Household Growth 2015-2045 (Number of Housing Units)

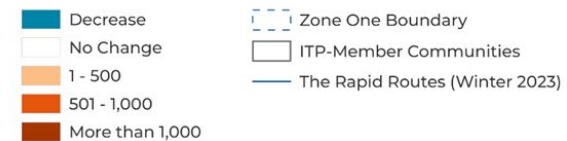


Employment Growth

Number of Jobs



Employment 2015-2045 (Number of Jobs)



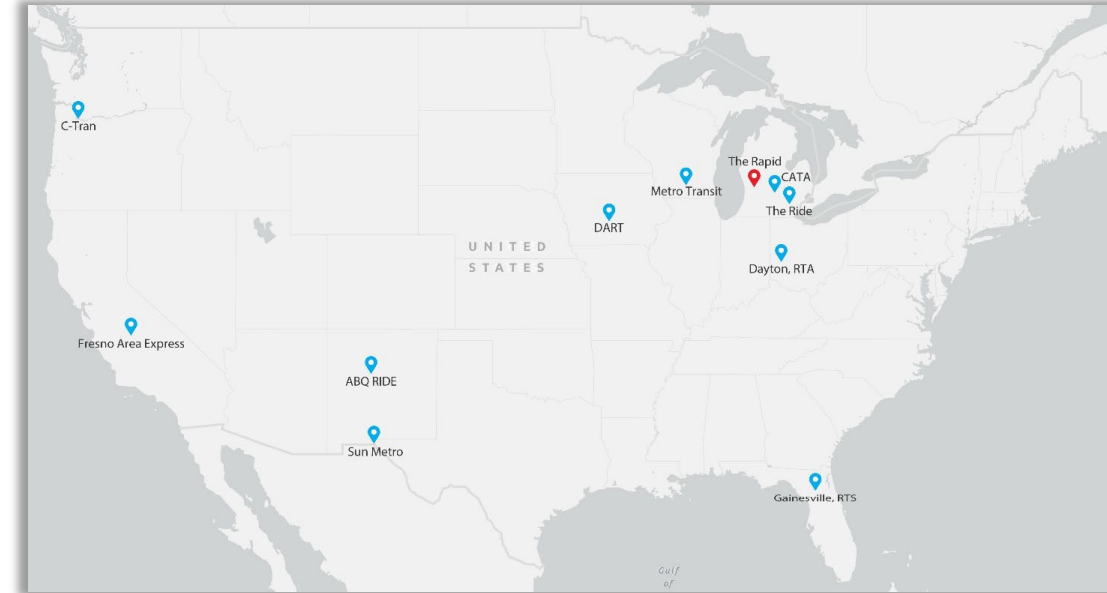
Peers Analysis - Benchmark Peers

- Relative peers based on operational and financial characteristics
- Compared by National Transit Database (NTD) data
- Service efficiency, service, cost-effectiveness and funding sources

Benchmark Peers:

- C-Tran (Clark County, WA)
- Fresno Area Express
- ABQ RIDE
- Sun Metro (El Paso)

- DART (Des Moines)
- Metro Transit (Minneapolis)
- CATA
- The Ride
- Dayton, RTA
- Gainesville, RTS



Peers Analysis - Aspirational Peers



Peers

- ✓ **The Ride**
(Ann Arbor, MI)
- ✓ **IndyGo updates**
(Indianapolis, IN)
- ✓ **CapMetro** (Austin, TX)
- ✓ **LA Metro updates**
(Los Angeles, CA)
- ✓ **Metro Transit**
(Minneapolis, MN)
- ✓ **Sound Transit**
(Seattle, WA)

Peers Analysis - Categories

Primary Topics / Categories

- Sustainable Funding
- Successful TOD
- Medium-Sized City Mode Split
- Innovative Marketing
- Affordable Housing
- Success with Regional Expansion

Additional Topics / Categories

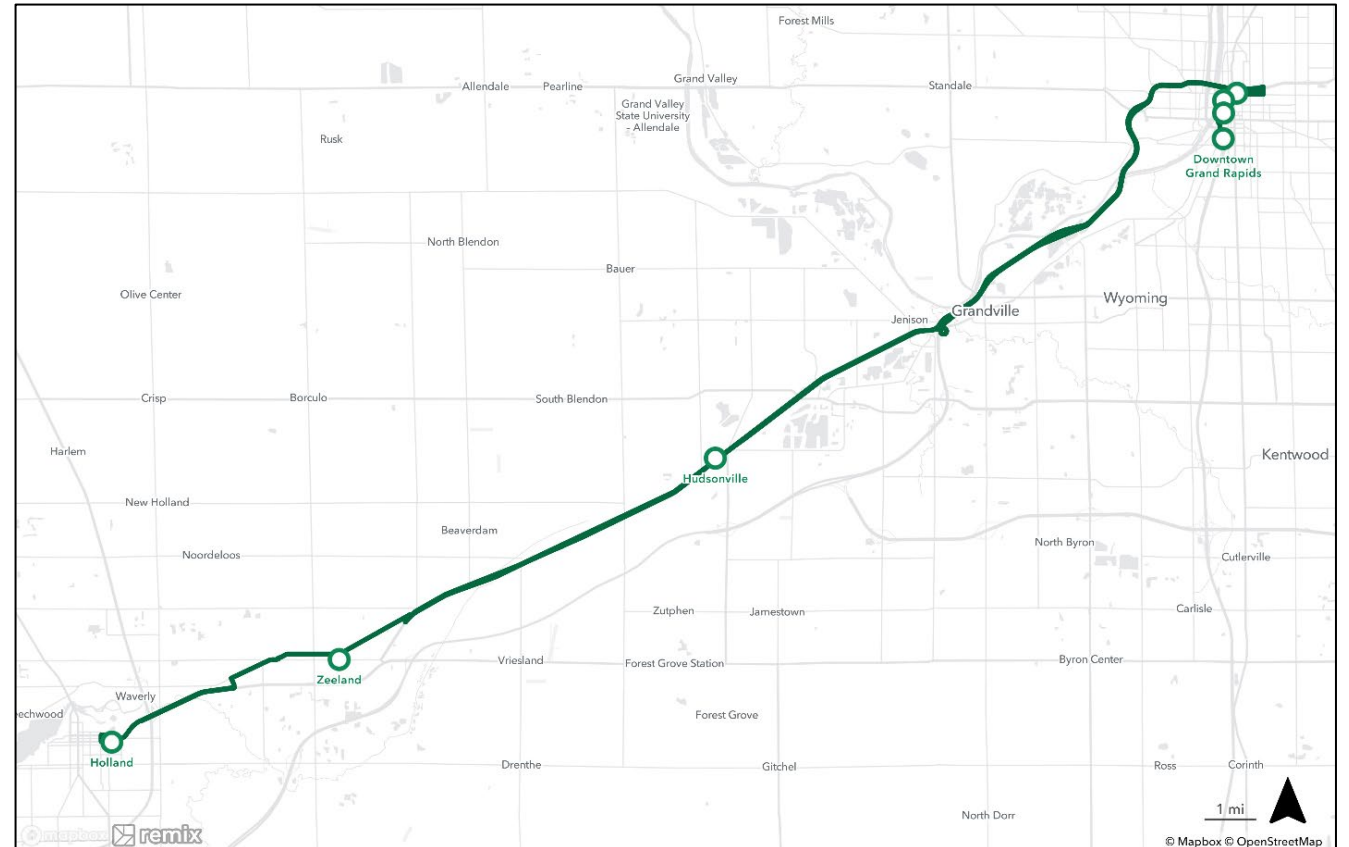
- IT Improvements
- Contract Rate Methodology
- Safety Best Practices
- Measuring Customer Experience
- Data Analytics/Visualization Tools
- Public Policy/Government Affairs

Any other topics that you'd like to learn about from peers?

West Michigan Express – Implementation Plan

In Coordination with the WMX Task Force:

- Service Options
- Station Selection
- Cost Estimates



Outreach Materials

Communications

- ▶ Press Release
- ▶ Media Relations Plan
- ▶ Community Stakeholder Engagement
(Aligned Planning, Lynee Wells)
- ▶ Project website:
www.transitthriving.org
 - Survey
 - Interactive map
 - Ideas wall
 - Upcoming events

Graphics

- ▶ Promotional video
- ▶ Digital / Social Media Campaign
- ▶ Email Outreach
- ▶ Bus Station Graphics
- ▶ In-Bus Graphics
- ▶ Bus Wrap
- ▶ Billboards

Which materials will help engage your community?

Stakeholder Focus Groups – October 18 & 19

Representatives include:

Summer

- Innovators (*June*)
- Disabled Community & Consumer Advisory Committee (*July*)
- Customers (*July*)
- Employers (*July*)
- Health institutions (*July*)

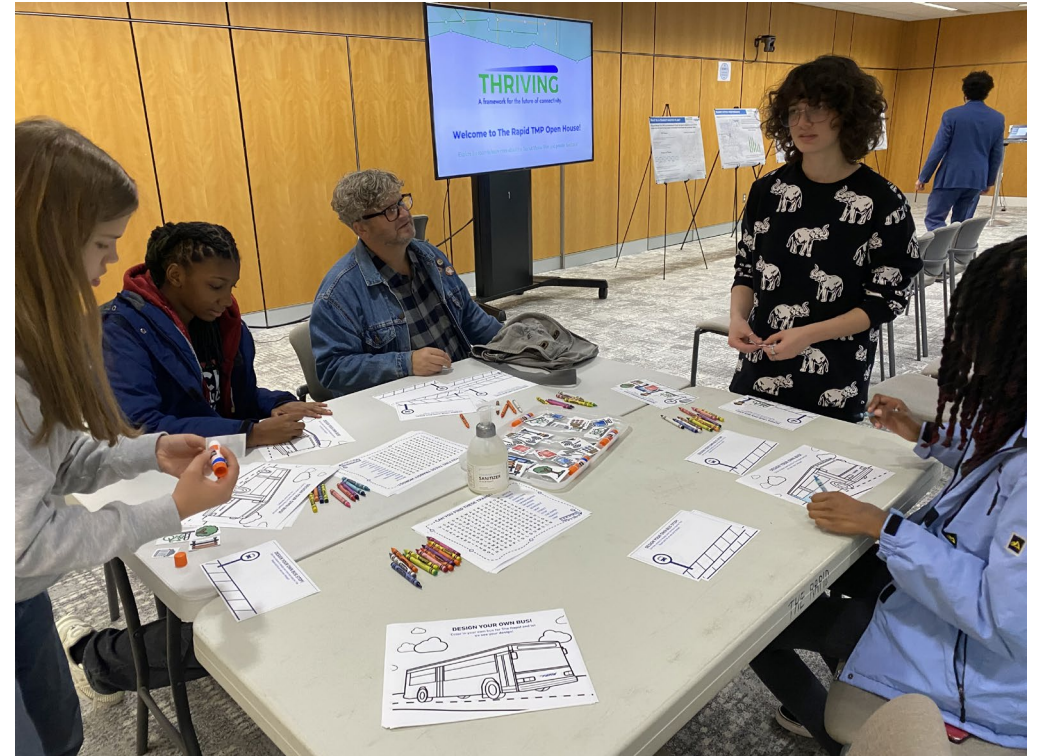
Fall

- **State and Government Officials**
- **Developers**
- **Tourism**
- **Local Communications**
- **Non-Transit Riders**
- **Students**
- **Real Estate**

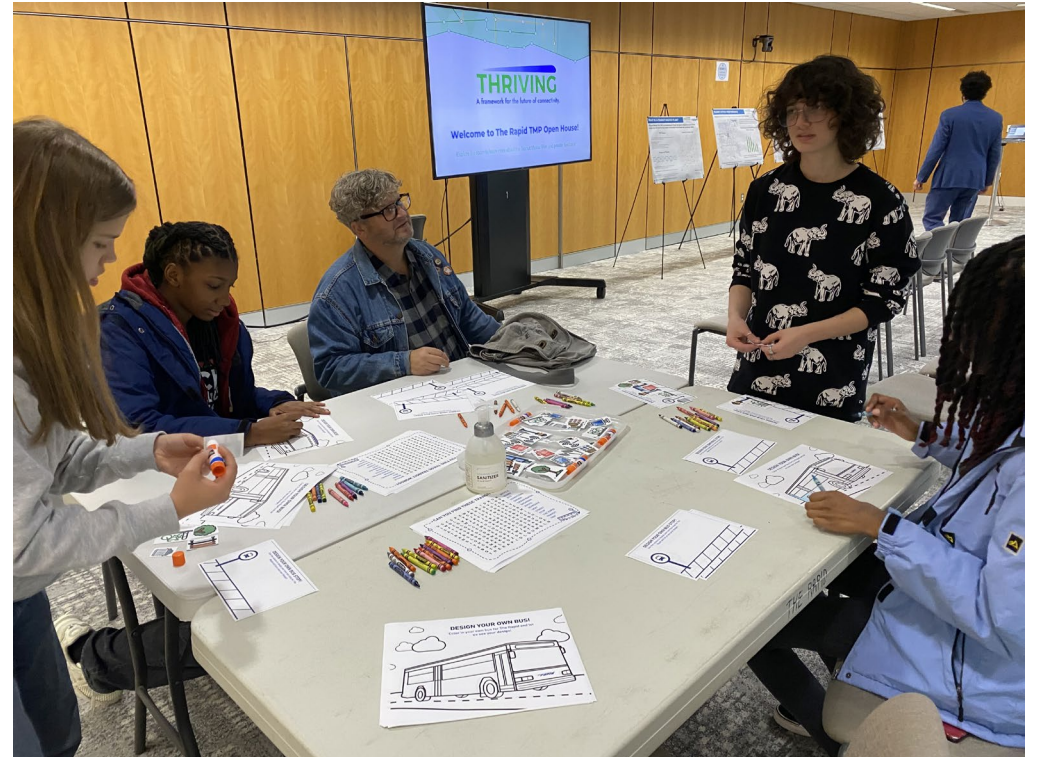


Outreach Update – Online *(as of 11/08)*

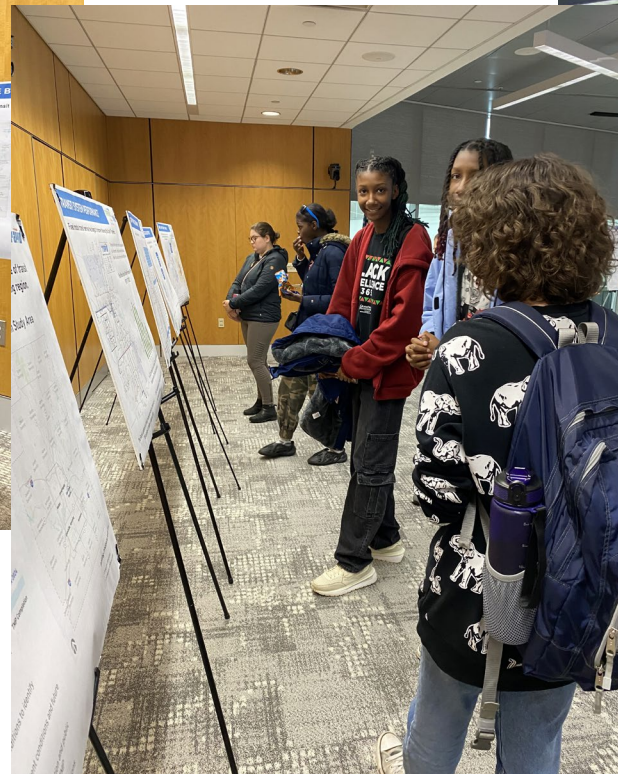
- Over **900** surveys completed
- **43** Map Comments
- **83** Idea Wall Responses



Fall Open House (10/19)



Fall Open House (10/19)





THRIVING

Thank You!

A framework for the future of connectivity.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
SCAO VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court applied for a State Court Administrator's Office Veterans Treatment Court grant in the amount of \$105,000.00, that will be used toward the administration, supervision and treatment of veterans who have involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$105,000.00 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$105,000.00 from the Michigan Veterans Treatment Court Grant.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The Wyoming City Council hereby authorizes the attached Budget Amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Signed Contract

Resolution No. _____

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

COURTNY CARDOSA
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

November 7, 2023

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

Recommendation:

It is recommended that the City Council accept the amount of \$105,000.00 from the SCAO - Michigan Veterans Treatment Court Grant that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

Over the past nine years The Council has been in full support of the Veterans Treatment Court. The program continues to assist 20-25 veterans per year. This is the only such program in Kent County. The program is financially supported via a State Court Administrators Office grant, Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

The primary mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.

**Michigan Supreme Court
State Court Administrative Office
Michigan Veterans Treatment Court Grant Program
Fiscal Year 2024 Contract**

Grantee Name: 62A District Court — Veterans Treatment Court
Unique Identifier: U30018
Federal ID Number: 38-2248545
Contract Number: 32629
Grant Amount: \$105,000

1. DEFINITIONS GOVERNING CONTRACT

The definitions below govern the terms used in this Contract.

1.01 The term “Contract” as used in this document means the Contract between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.03 The term “Effective Date” means the date upon which this Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the Contract on the same date, the latest specified date will become the Contract’s effective date.

1.04 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance,

fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.05 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Contract and includes any increases or reductions under Section 17.

1.06 The term “Grantee” as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.07 The term “Grantee’s agents” as used in this Contract includes the Grantee’s agents, subcontractors, vendors, and subrecipients.

1.08 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.09 The term “Parties” includes the SCAO, Grantee, and all of their employees.

1.10 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Contract.

1.11 The terms “Program Expenses” and “Expenses” mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.

1.12 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.13 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.14 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.15 The term “WebGrants” refers to the web-based grant management system used by SCAO.

1.16 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Contract and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. PARTIES

2.01 This Contract is between the SCAO and the 62A District Court — Veterans Treatment

Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$105,000 (for which \$13,000 is for Prescription Compliance Oral Fluid Testing) for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Veterans Treatment Court Grant Program (MVTCGP).

4. DURATION

4.01 This Contract covers Services rendered beginning on October 1, 2023, and ending on September 30, 2024, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant.

7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Further, the Grantee's Expenses are

eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.05 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.06 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.07 All Expense reimbursement is subject to the SCAO's approval.

7.08 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

9.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCUREMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the

SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
- D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright

or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Contract and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Contract.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that as of the Effective Date of the Contract, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Contract.

13. INSURANCE

13.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related

entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Contract.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05.

Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Contract Term that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through Webgrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

17.05 If at any time during the Contract term Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

- A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
- B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Contract term, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
- C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. Should the Grant Amount be reduced, Grantee will submit a budget revision in Webgrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Contract Term.
- D. For communications other than those made through Webgrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Contract.

17.06 If at any time during the Contract Term Grantee determines on its own that it will not fully spend the entire Grant Amount during the Contract Term, the Grantee must submit a reallocation request to SCAO in Webgrants identifying how much of the Grant Amount the Grantee intends to spend during the Contract term, and how much the Grantee would like to return to SCAO.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the

Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Contract will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Contract.

18. SUSPENSION OR TERMINATION OF CONTRACT

18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.
- B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
- D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Contract or any extension thereof.
- E. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- F. If the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Contract without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Contract, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Contract cannot be terminated, however, until Grantee fulfills all of the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Contract will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If the SCAO terminates this Contract under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

19.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

20.01 This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

21.01 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract.

22. DEBT TO STATE OF MICHIGAN

22.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. CONTRACT DISPUTE

23.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 27 of this Contract.

24. PROGRAM CERTIFICATION

24.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

25.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Contract only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone

numbers.

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Contract shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:

Anthony Torres
62A District Court
2650 DeHoop Ave., S.W.
Wyoming, MI 49509
anthony.torres@wyomingmi.gov

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

28.01 During the performance of this Agreement, the Grantee agrees—

- a. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- b. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- d. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Contract. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Contract on behalf of the Grantee.

29.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

SIGNATURES OF PARTIES
Michigan Veterans Treatment Court Grant Program
CONTRACT NUMBER: 32629

30. SIGNATURE OF PARTIES

30.01 This Contract is not effective unless signed by both Parties.

30.02 The signatures on this contract are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee's Authorizing Official for signature.

The contract is ready for the Authorizing Official's signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Contract to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Deputy State Court Administrator for signature.

The contract is ready for the SCAO official's signature.

**62A District Court
Veterans Treatment Court**

State Court Administrative Office

John Shay

Elizabeth Rios - Jones

Authorizing Official's Signature

SCAO Official's Signature

John Shay

Elizabeth Rios - Jones

Authorizing Official's Name

SCAO Official's Name

City Manager

Deputy State Court Administrator

Authorizing Official's Title

SCAO Official's Title

10/12/2023

11/7/2023

Date Signed by Authorizing Official

Date Signed by SCAO Official

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
KENT COUNTY VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court requested the amount of \$95,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans who have involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$95,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$95,000 from the Veterans Service Millage [County of Kent].
2. That Court Administrator Christopher Kittmann serves as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the Veterans Affairs Committee [County of Kent].
3. The Wyoming City Council hereby authorizes the attached Budget Amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Joint Endeavor Agreement

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: November 20, 2023

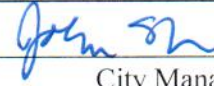
Budget Amendment No. 041

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$95,000 of budgetary authority for expenses related to the Veteran's Treatment Court and recognize the associated Kent County grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
State Grants - State/County Misc Grant Reimbursement (Project: Court MI Veteran)				
101-540.001	\$ 232,675.00	\$ 95,000.00		\$ 327,675.00
District Court - District Court Probation - Temporary Salaries (Project: Court MI Veteran)				
101-136-15100-707.000	\$ 124,509.00	\$ 60,000.00		\$ 184,509.00
District Court - District Court Probation - FICA (Project: Court MI Veteran)				
101-136-15100-715.000	\$ 14,442.00	\$ 11,000.00		\$ 25,442.00
District Court - District Court Probation - Workers Comp Insurance (Project: Court MI Veteran)				
101-136-15100-719.000	\$ 4,147.00	\$ 300.00		\$ 4,447.00
District Court - District Court Probation - Insurance Liability (Project: Court MI Veteran)				
101-136-15100-910.000	\$ 2,566.00	\$ 2,100.00		\$ 4,666.00
District Court - District Court Probation - Professional Services (Project: Court MI Veteran)				
101-136-15100-801.000	\$ 47,172.00	\$ 21,600.00		\$ 68,772.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 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

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

COURTNY CARDOSA
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

November 7, 2023

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

Recommendation:

It is recommended that the City Council accept the amount of \$95,000.00 from the Kent County Veterans Millage to be utilized towards the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

Over the past nine years The Council has been in full support of the Veterans Treatment Court. The program continues to assist 20-25 veterans per year. This is the only such program in Kent County. The program is financially supported via a State Court Administrators Office grant, Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

The primary mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.

EXTENSION OF AGREEMENT

BETWEEN COUNTY OF KENT , 62A DISTRICT COURT, AND THE CITY OF WYOMING FOR KENT COUNTY VETERANS TREATMENT COURT SERVICES

This Extension of Agreement is made and entered into by and between the County of Kent, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (hereinafter referred to as "County"), the 62A District Court, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509 (the "District Court"), and the City of Wyoming, ("the City") 2650 DeHoop Avenue SW, Wyoming Michigan 49509.

Recitals

- A. The District Court, the City, and County entered into an Agreement for Veterans Treatment Court effective May 9, 2023, and expiring on September 30, 2023 (the "Agreement"); and
- B. The district Court, the City, and County wish to extend the Agreement; and
- C. The Original Agreement allows the parties to extend the term of the Agreement upon mutual written agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties, with the intent to be legally bound, agree as follows.

- 1. Extension of Original Agreement: The term of the Agreement shall now be extended through 11:59 p.m. on September 30, 2024.

- 1. Modification of Terms: Section 3 of the original agreement is modified to read as follows: "In consideration of the services to be rendered by the Court under this Agreement, the County agrees to pay to the City a total sum of \$100,000.00. Payment shall be made in quarterly installments of \$25,000.00 at the conclusion of each of the four calendar quarters covered by this Agreement, meaning December 31, 2023; March 31, 2024, June 30, 2024, and September 30, 2024. The County shall pay within thirty days of receipt of a detailed request for reimbursement, including statistics required in Exhibit A-1 of the original Agreement. The City will use the funds paid by the County to fund the services provided by the District Court.

- 2. Incorporation and Ratification of Terms: In all other respects, including compensation and scope of work, the undersigned hereby ratify and confirm the Agreement as originally drafted and executed by the parties.

SIGNATURES ON NEXT PAGE.

In witness whereof, each party to this Extension of Agreement has caused it to be executed on the date(s) indicated below.

County of Kent

By: Calvin Brinks

Calvin Brinks

Purchasing Manager

10/17/2023 | 1:01 PM EDT

Date: _____

Approved as to form:

Linda Howell

Linda S. Howell

Corporate Counsel

City of Wyoming

By: John Shay

John Shay

City Manager

10/17/2023 | 12:34 PM EDT

Date: _____

62A District Court

By: Chris Kittman

Chris Kittman

62A District Court Administrator

10/17/2023 | 12:36 PM EDT

Date: _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK
TO SIGN A MUNICIPAL SERVICES AGREEMENT FOR THE SHEA RAVINES
PHASE I HOUSING PROJECT

WHEREAS:

1. Shea Ravines Limited Dividend Housing Association Limited Partnership (**SRLDHALP**) proposes to development of a housing project on property along at 2929 Burlingame Ave SW (the northwest corner of Burlingame Ave SW and Prairie Pkwy SW) and is seeking certain incentives from the Michigan State Housing Development Authority (**MSHDA**).
2. To qualify for those incentives, it is necessary for the City to approve an exemption from *ad valorem* general property taxes for the project and the property on which it will be located.
3. MSHDA allows the payment to the City of a municipal services fee pursuant to a municipal services agreement to partially pay the cost of municipal services provided by the City to the project and the property on which it is located.
4. The City previously approved that tax exemption but because MSHDA will be making two loans with different entities owning a part of the project, it was necessary to revise and then reapprove the municipal services agreement.

NOW, THEREFORE BE IT RESOLVED:

1. The Municipal Services Agreement for the Shea Ravines Phase I Housing Project is approved in substantially the form attached as Exhibit A subject to such changes as the Mayor, City Manager and City Attorney may approve. The Mayor and City Clerk are authorized and directed to that agreement on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Exhibit A: Municipal Services Agreement for Shea Ravines Phase I Housing Project

Resolution No. _____

Exhibit A

MUNICIPAL SERVICES CONTRACT
(Shea Ravines Phase I Housing Project)

This Municipal Services Contract is made as of November 21, 2023, among the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (**City**), and Shea Ravines Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, of 500 Front St, 10th Floor, Columbus, OH 43215 (**Sponsor**).

RECITALS

A. Co-owners applied for low-income housing tax credits and a federally- or Authority-aided mortgage from the Michigan State Housing Development Authority (the **Authority**) in order to develop the following described low- and moderate-income of the housing development (**Project**) on the following described property (**Property**).

Project Description: the housing project for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and Mortgage Loan, to consist of a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building with indoor community space and outdoor amenities, along with 84 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Community amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, permanent supportive housing offices for service providers and case management. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area. Energy efficient windows, insulation, appliances, and other features will be included. The project will be developed generally in accordance with the 8-page Woda Cooper Companies Shea Ravines Apartments Conceptual Site Plan prepared by Hooker DeJong, Project # 20-22.0153, dated 10.10.2023, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

Property Description: That part of the Northeast 1/4, Section 15, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northeast corner of Section 15; thence South 00°22'00" East 433.32 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence South 00°22'00" East 137.00 feet along said East line, thence South 89°38'00" West 244.04 feet; thence South 00°22'00" East 117.71 feet; thence South 89°44'56" West 95.96 feet; thence North 00°22'00" West 254.52 feet; thence North 89°38'00" East 340.00 feet to the place of beginning.

B. The State Housing Development Authority Act of 1966, 1996 PA 346, MCL 126.1401 *et seq.* (the "**Act**"), empowers municipalities to grant property tax exemptions for such housing developments.

C. City has adopted Ordinance No. 12-23 providing that the Project is eligible for a property tax exemption under the Act, a copy of which is attached as **Exhibit A** (the "**Ordinance**").

D. City wishes to ensure Sponsor acquires, constructs, owns, and operates the Project as described above within the promised time.

E. Sponsor and Co-owners wish to ensure municipal services will be provided to Project residents throughout the period when the Project is exempt from property taxes.

TERMS AND CONDITIONS

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

1. Development. Sponsor will begin construction of the Project on the Property no later than December 31, 2024.

A. If construction has not begun (by the pouring of footings and foundations following the issuance of building permits for the buildings and other improvements comprising the Project, by December 31, 2024, the City Council may choose to repeal the Ordinance and terminate this Agreement.

B. Before undertaking action to do so, City shall give Sponsor and the Authority written notice of the meeting at which such action will be considered and provide Sponsor and the Authority an opportunity to address the City Council before any such action is formally considered.

2. Municipal Services. City shall provide municipal services to the Property, the Project, and the Project's occupants just as it does for all similar property in its jurisdiction.

3. Municipal Services Fee.

A. To the extent permitted by law, there shall be paid to City a municipal services fee equal to 5.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for the Project during each operating year.

B. The annual municipal services fee for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties shall be collectible in the same manner as for *ad valorem* property taxes under the City Charter, this Code of Ordinances, and the general property tax act, 1893 PA 206, MCL 211.1 *et seq.*

C. The amounts paid pursuant to this contract shall be in addition to the amounts paid pursuant to the Ordinance.

4. Annual Reporting. Beginning in the year in which Sponsor first receives the benefit of the tax exemption granted under the Ordinance (the **Tax Exemption**), Sponsor annually submit to City's assessor on or before April 30 an audit report showing the Annual Shelter Rent collected and the utilities paid by Sponsor in the prior year.

5. Term. This contract shall take effect as of the date first written about and shall remain in effect for each year that the tax exemption provided under the Ordinance remains in effect.

6. General Provisions.

A. Any notice, request or other communication given pursuant to this contract to any party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection 6.A.

B. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreements. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This contract and the rights and obligations of the parties under this contract shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

E. The captions are for reference only and shall not affect the interpretation of this contract. However, the recitals are an integral part of this contract.

F. This contract and the rights and obligations under this contract are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

G. This contract shall be enforceable only by the parties and no other person shall have the right to enforce any provision.

H. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this contract on a future occasion.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

J. A copy of this contract shall be recorded with the Kent County Register of Deeds.

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

CITY OF WYOMING

**STATE OF MICHIGAN
COUNTY OF KENT**

By: _____
Kent Vanderwood, Mayor

On _____, 2023, Kent Vanderwood and Kelli A. VandenBerg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

By: _____
Kelli A. VandenBerg, City Clerk

*
Notary public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____

Approved as to form:

Scott G. Smith, City Attorney

Shea Ravines Limited Dividend Housing Association Limited Partnership

**STATE OF _____
COUNTY OF _____**

By: _____
_____, Managing Partner

On _____, 2023, _____, known to me as the Managing Partner of Shea Ravines Limited Dividend Housing Association Limited Partnership, acknowledged _____ signature before me.

*
Notary public, _____ County, ___I
Acting in _____ County, ___I
My commission expires: _____

No state or county transfer tax is due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. VandenBerg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Exhibit A: Ordinance No. ___-23

EXHIBIT A

ORDINANCE NO. 12-23

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES
TO ADD DIVISION 11 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR
THE SHEA RAVINES PHASE I HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV of Code of Ordinances, City of Wyoming, Michigan, by adding Division 11 to read as follows:

DIVISION 11
TAX EXEMPTION AND SERVICE CHARGE FOR SHEA RAVINES
PHASE I HOUSING PROJECT

Sec. 2-310.11. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Project, to serve low income persons and families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.12. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low-Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low income persons and families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means the loans that are federally aided (as defined in section 11 of the Act) or loans or grants made or to be made by the Authority to the Sponsor and/or Other Owner for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by mortgages on all or parts of the Project.

(g) *Project* means the housing project for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by

the Sponsor, subject to income and rent restrictions under the LIHTC Program and Mortgage Loan, to consist of a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building with indoor community space and outdoor amenities, along with 84 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Community amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, permanent supportive housing offices for service providers and case management. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area. Energy efficient windows, insulation, appliances, and other features will be included. The project will be developed generally in accordance with the 8-page Woda Cooper Companies Shea Ravines Apartments Conceptual Site Plan prepared by Hooker DeJong, Project # 20-22.0153, dated 10.10.2023, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(h) *Project Property* means the following described real property:

That part of the Northeast 1/4, Section 15, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northeast corner of Section 15; thence South 00°22'00" East 433.32 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence South 00°22'00" East 137.00 feet along said East line, thence South 89°38'00" West 244.04 feet; thence South 00°22'00" East 117.71 feet; thence South 89°44'56" West 95.96 feet; thence North 00°22'00" West 254.52 feet; thence North 89°38'00" East 340.00 feet to the place of beginning.

(l) *Sponsor* means Shea Ravines Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

(m) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-310.13. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-310.14. Annual Service Charge.

(a) To the extent permitted by law, there shall be paid by the owner of each condominium unit comprising the Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 3.0% of the Annual Shelter Rent collected for that condominium unit during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the *ad valorem* tax on that portion of the Project Property in the calendar year before construction of the Project began.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the general property tax act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the

city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

Sec. 2-310.15. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on _____, 202_.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 12-23
Introduced: 10.16.2023
Adopted: 11.20.2023

STAFF REPORT

Date: November 15, 2023
Subjects: Shea Ravines PILOT Request
From: Nicole Hofert, Community & Economic Development Director
Meeting Date: November 20, 2023

RECOMMENDATION:

Approve Ordinance No. 12-23 entitled, “Ordinance to Amend Chapter 2, Article IV, of the Code of Ordinances to Add Division 11 to Provide for a Service Charge in Lieu of Taxes for the Shea Ravines Phase I Housing Project.”

Approve Resolution No. ____ entitled, “Resolution Approving and Authorizing Mayor and City Clerk to Sign Municipal Services Agreement for Shea Ravines Phase I Housing Project.”

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved by this development and the 56 supportive housing units it will provide.

Safety – This project will provide stable housing and supportive services for households earning between 30% and 80% of the area median income (AMI). The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care’s prioritization list and households of chronically homeless.

Stewardship – This project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

DISCUSSION:

Woda Cooper Development Inc. (WCD) in cooperation with Cherry Health (CH) is proposing to develop its own residential community utilizing the Low-Income Housing Tax Credits (LIHTC) issued by the Michigan State Housing Development Authority (“MSHDA”) called Shea Ravines at 2929 Burlingame Avenue SW. The development would include two new buildings with housing provided for households earning between 30% and 80% of the area median income (AMI). The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care’s prioritization list and households of chronically homeless. The project is expected to be developed in two separate phases, with the first phase consisting of a 4-story building with 40 one-bedroom units and 16 two-bedroom units. These units will be divided into 36 general occupancy units and 20 permanent supportive housing units. Phase II would be developed at a later date with a similarly sized building, unit counts, and occupancy designations. Cherry Health would continue to operate their existing medical clinic within their existing building on site, serving as a supportive resource for those residing in Shea Ravines.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 3% of total shelter rents as a payment in lieu of taxes (PILOT) and 5% of the total shelter rents as a municipal services agreement, versus property taxes based upon taxable value of the entire site. These

payments will be made, and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence.

The City Council approved a rezoning of this property to Form Based Code – Corridor Suburban (FBC-CS) in September. The project will require Planning Commission special use approval for supportive housing. It is expected that Planning Commission will review the project in November.

The timing of this approval process is designed to be completed by November 30, 2023. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary.

11/14/2023

Comm. Econ. Dev./City Atty

RESOLUTION NO. _____

RESOLUTION TO APPROVE, AUTHORIZE AND DIRECT SIGNING THE PROFESSIONAL SERVICES AGREEMENT WITH BARR ENGINEERING CO.

WHEREAS:

1. **Site 36** is comprised of two parcels, the approximately 75-acre **South Parcel** lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Franklin Site 36, LLC (**FS36**) and the approximately 5-acre **North Parcel**, across 36th St SW from the South Parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by the city.
2. The city, in cooperation with FS36, intends to construct, own and operate a public/private social and market space on the North Parcel in accordance with plans prepared by arrangement with FS36 (the **Marketplace**) to be funded with \$1.5M contributed by FS36, about \$2.7M in proceeds held by the Wyoming Brownfield Redevelopment Authority after the sale of the South Parcel to FS36, funds from a state grant, and tax increment revenues captured from property taxes paid on the South Parcel.
3. On December 5, 2022, this City Council, pursuant to 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**), approved a brownfield plan for Site 36 that permits the capture of tax increment revenues generated on the South Parcel to fund, among other items, the costs of eligible activities related to construction of the Marketplace on the North Parcel (**Brownfield Plan**).
4. To fully capture all available tax revenues from the South Parcel and to use those captured tax revenues for development of the Marketplace, an Act 381 work plan needs to be prepared, approved by WBRA, and approved by DEGLE and/or the Michigan Strategic Fund board.
5. The city wishes to engage Barr Engineering Co. to prepare the Act 381 work plan for the Marketplace, including the needed vapor mitigation system needed to comply with applicable environmental requirements.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The professional services agreement with Barr Engineering Co is approved in substantially the form included in the November 20, 2023, agenda packet, subject to such changes as are approved by the Mayor, City Manager, and city attorney. The Mayor and City Clerk are authorized and directed to sign it on behalf of City. City officers and staff are authorized and directed to implement that agreement. 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 for the City of Wyoming, Michigan at a regular meeting held on November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Professional Services Agreement

Resolution No. _____

STAFF REPORT

Date: November 14, 2023
Subject: Approving Barr Engineering Agreement
From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney

Meeting Date: November 20, 2023

RECOMMENDATION:

Approve Resolution to Approve, Authorize, and Direct Signing Professional Services Agreement with Barr Engineering Co.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The Site 36 Marketplace will be a community gathering place providing for a venue for farmer and small vendor markets, special events, entertainment, and other uses, as well as for access to and overflow parking for Godwin Heights High School athletic events.

Safety – A vapor mitigation system will be needed to occupy and use the Site 36 Marketplace.

Stewardship – An Act 381 work plan is needed to maximize the capture of tax increment revenues to fund a portion of the Site 36 Marketplace construction.

BUDGET IMPACT:

Franklin Site 36 LLC (**FS36**) will pay \$1.5M toward Marketplace Construction. Over \$2.7M will be paid by the Wyoming Brownfield Redevelopment Authority (**WBRA**) from proceeds remaining from the sale of the south parcel of Site 36 to FS36. Remaining costs will be paid from tax increment revenues generated from the south parcel and/or from state grant funds. No general fund tax revenues will be used.

DISCUSSION:

Site 36 is comprised of two parcels, the 75±-acre at 300 36th St SW lying south of 36th St SW, owned by FS36 (the **South Parcel**), and the 5±-acre **North Parcel** at 301 36th St SW, owned by the city. Under the December 7, 2021, Site 36 Development Contract, pursuant to which it purchased the South Parcel, FS36 is to arrange for and contribute \$1,500,000 toward construction of a public/private social and market space on the North Parcel using a design approved by the City Planner.

The city is to own and operate the Marketplace. To capture and use all tax revenues from the South Parcel for development of the Marketplace, an Act 381 work plan needs to be prepared, approved by the WBRA, and approved by DEGLE and the MSF. Due to environmental requirements applicable to the property it is necessary to design and construct a vapor mitigation system to ensure inside spaces are not adversely impacted by any volatile materials in the site's soils and/or groundwater. Barr Engineering will design that system as part of the Act 381 work plan so its costs can be paid with captured tax increment revenues.

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, etc.

Effective Date means November 21, 2023.

Professional means Barr Engineering Co., a Minnesota corporation, the principal address of which is 4300 Marketplace Dr, Ste 200, Minneapolis, MN 55435 and the local address of which is 3033 Orchard Vista Dr SE, Ste 200, Grand Rapids, MI 49546.

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

Proposal means Professional's proposal as attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" as modified for this contract attached as Exhibit A.

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal. Professional will select the means, methods, techniques, sequences, or procedures used in providing the Services. If City directs Professional to deviate from Professional's selections, City will hold Professional harmless from claims, damages, and expenses arising out of City's direction. Professional Services do not include supervising City personnel or contractors or commenting on, supervising, or providing the means and methods of their work unless Professional otherwise agrees in writing. Professional is not responsible for the failure of City's contractors to perform in accordance with their undertakings. Professional will provide a health and safety program for Professional's personnel, but will not be responsible for contractor, job, or site health or safety unless otherwise agreed in writing. Estimates of Professional's fees or other project costs are based on information available to Professional and on Professional's experience and knowledge. Such estimates are an exercise of professional judgment and are not guaranteed or warranted. Actual costs may vary. The not to exceed amount will be the maximum charged by Professional unless City otherwise agrees in writing.
2. City will provide access to the property at 301 36th St SW and such other property as may be reasonably needed to perform the Services. City will also provide Professional any information within City's control that Professional may need to provide the Services. City will pay the Professional in accordance with the Proposal and §6 of the Standard Terms.
3. Professional represents and warrants Professional is complying with and will comply with the Standard Terms.
4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.
5. This is the only agreement between the parties regarding City's engagement of Professional 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 Professional.

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

City of Wyoming

Barr Engineering Co.

By: _____
Kent Vanderwood, Mayor

By: _____
Christopher Miron, Vice President

By: _____
Kelli VandenBerg, City Clerk

Date signed: November __, 2023

Date signed: November __, 2023

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract.

1. **Legal Compliance.** Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. **Qualifications.** Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Professional, any subcontractor, and all their personnel: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3-years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently criminally charged by a governmental entity with committing any offense listed in this certification; and (v) have not within the last 3-years had one or more governmental contracts or transactions with terminated for cause or default.

C. Professional is not on and will stay off the federal system for award management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (i.e., speaking English less than very well), Professional will use language assistance services in communications.

C. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

4. **Ethical Standards.** To the best of Professional's knowledge after reasonable inquiry:

A. Professional and Professional's personnel have not engaged in and will refrain from: (i) attempting or appearing to influence a

City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Professional or of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Professional will immediately notify City of any subsequently discovered change of the representations in this section.

5. **Media Releases.** Media or other releases (including promotional literature and commercial advertisements) pertaining to this contract or the project to which it relates shall be only in accordance with City Manager's prior written approval.

6. **Payment to Professional.**

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. Payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

C. Payment disputes will be resolved as provided in §12. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. **Intellectual Property.** Professional guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

8. **Taxes.** City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

9. **Records.**

A. City must retain and be able to obtain records related to City contracts and the state Freedom of Information Act generally requires City to disclose upon request records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection and copying of retained records.

B. The Deliverables will be City property upon payment of Professional's invoices. Other documents, such as notes, internal documents, calculations, etc., remain Professional's property, subject to a license to City for use in the related project for the purposes disclosed to Professional. City may not use or transfer such information and documents to others for a purpose for which they were not prepared without Professional's prior written approval. City shall indemnify and hold Professional harmless from claims, damages, and expenses, including reasonable attorneys' fees, arising out of any unauthorized transfer or use resulting from actions of City or City's personnel.

C. Because electronic documents may be modified intentionally or inadvertently, Professional will not be liable for damages resulting from change in an electronic document occurring after Professional transmits it to City. In case of any difference or

ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, City accepts exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.

D. If City does not pay for the Services as agreed, Professional may retain Deliverables not yet delivered to City and City will return to Professional Deliverables in City's possession or control.

10. Assignment/Beneficiaries. Neither party's rights or duties may be assigned or delegated without the other's prior written consent. This contract is binding on the parties' successors and permitted assigns. No other persons are intended contract beneficiaries.

11. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

12. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The responding party will be provided an opportunity to mitigate damages. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §12.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery costs, exhibit preparation costs, and all other actual, reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

13. Professional Liability and Risk Allocation.

A. Professional will perform the Services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made

by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

D. Unless other arrangements are made in writing, City will hold Professional harmless from damages resulting from information City fails to timely provide Professional or inaccuracies in information City provides Professional. Except as otherwise agreed in writing, City will hold Professional harmless for claims that Professional is an owner, operator, generator, transporter, treater, storer, or a disposal facility as provided in any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials. City agrees to make disclosures required by law. If Professional is required by law or legal process to make such disclosures, City will hold Professional harmless from and indemnify Professional for related claims and costs, including reasonable attorneys' fees.

18. Insurance.

A. Professional shall provide the following insurance and provide copies of certificates of insurance and endorsements, upon City's request:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 combined bodily injury and property damage	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Per Professional's election: \$10,000,000 per claim \$10,000,000 aggregate Additional coverage for Commercial General Liability, Employers' Liability & Commercial Automobile Liability	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
\$5,000,000 per claim \$5,000,000 aggregate.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s) and superior(s).

EXHIBIT B
PROPOSAL

resourceful. naturally.
engineering and environmental consultants



October 6, 2023

Ms. Nicole Hofert
Director of Community and Economic Development
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Re: Agreement for Environmental Services for the Development of the 36th Street Market for the City of Wyoming, Kent County, Michigan

Dear Ms. Hofert:

Barr Engineering Co. (Barr) is pleased to present this proposal to the City of Wyoming (Client) for professional services in relation to the planned development of the 36th Street Market property. This letter, together with our Standard Terms (attached) sets forth the Agreement between the Client and Barr regarding the environmental services proposed here.

The scope of professional consulting services we will provide for your project includes:

- Preparation of an Act 381 Work Plan for the City of Wyoming pursuant to the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (Act 381) and August 2021 Act 381 Work Plan Guidance. The plan will be developed for the proposed redevelopment of the 4.6-acre former parking lot for the Grand Rapids Stamping Plant property located at 301 36th Street, Wyoming (Property). The work plan will identify both environmental and non-environmental eligible activities as described in the November 2022 Act 381 Brownfield Plan.
- Environmental services including: (1) design of a sub-slab depressurization system (SSDS) to mitigate vapor intrusion into the 36th Street Market development, (2) development of a construction due care plan to summarize construction considerations associated with the presence of environmentally impacted soil and groundwater on the Property, and (3) development of Documentation of Due Care Compliance (DDCC) in accordance with the requirements of Section 20107a of Part 201 (Environmental Remediation) of 1994 Michigan PA 451, as amended. Vapor mitigation system design detail is intended to support Michigan Department of Environment, Great Lakes, and Energy (EGLE) review and construction implementation.
- Environmental oversight of redevelopment activities including (1) construction of the vapor mitigation system and (2) soil management oversight as needed for evaluation of subsurface soil conditions and in consideration of the requirements of the construction management plan and Declaration of Restrictive Covenant ("RC"; as recorded with the Kent County Register of Deeds on 8/30/2017).

Barr Engineering Co. 3033 Orchard Vista Drive, SE, Suite 200, Grand Rapids, MI 49546 616.512.7000 www.barr.com

- Project coordination with the Wyoming Brownfield Redevelopment Authority (WBRA), EGLE and, as necessary, the Michigan Economic Development Corporation (MEDC).

We have made the following key assumptions required to complete the scope of this proposal:

- The Client will provide Barr with City of Wyoming-specific information required to complete the Work Plan, including, but not limited to, estimate of captured taxable value and tax increment revenues, estimated impact of tax increment financing on revenues, tax capture/reimbursement schedule, zoning information, Brownfield Plan resolutions, and development and reimbursement agreements.
- The Client will provide Barr with subsurface investigation information and/or associated reports and up to date development designs.
- The non-environmental eligible activities costs and general descriptions will be provided by the developer or developer-identified contractor.
- The scope of work is based on the 36th Street Market design package (Ghafari, 6/30/2022) and the RC.
- Engineering design deliverables associated with the SSDS will consist of four (4) engineering plans: (1) a piping and instrumentation diagram; (2) a general arrangement plan; (3) a plan depicting mechanical details of the SSDS; and (4) an electrical plan depicting power supply and distribution associated with the SSDS.
- Technical specifications associated with the SSDS will be presented on the engineering plans.
- Barr will not prepare contractual (i.e., "front end") or bid documents associated with construction of the SSDS.
- The Client's architectural and engineering design team will provide Barr with engineering plans (in .dwg format) for use as base maps for Barr's engineering plans as outlined above, including updates as necessary throughout the design process.
- Select members of Barr's engineering design team will participate in regular progress meetings with the facility design team to coordinate design of the SSDS with facility design.
- We have assumed that the vapor mitigation system installation will take 5 days and a Barr technician will be onsite to oversee the related construction activities.
- We have assumed that approximately four half day field visits will be required to address concerns related to soil and groundwater management activities while implementing the construction management plan.

We will conduct the scope of work as efficiently as possible. However, if the assumptions outlined above are incorrect, we will contact you promptly to discuss how you would prefer that we proceed with the work.

This Agreement will be effective for the duration of the services unless earlier terminated by either you or us. We will commence work upon receipt of a copy of this letter signed by you. Barr is available to begin work on the project immediately and will work with the City to establish an agreeable deadline. We will provide the initial draft of the Act 381 Plan within 8 weeks of receipt of authorization to proceed. We will inform you of our progress by monthly e-mails.

The cost of the services will not exceed **\$78,200** (USD) without prior approval by you. A breakdown of the costs is provided below:

Task Description	Estimated Costs
Preparation of Act 381 Work Plan	\$18,200
Environmental Support of Redevelopment	--
SSDS Design	23,600
Construction Due Care Plan	8,400
DDCC	7,800
Environmental oversight	11,400
Project Communications/Progress Meetings/Agency Coordination	8,800
Total	\$78,200

For the services provided, you will pay us according to the attached Standard Terms. We will bill you approximately every four weeks. Payment is due within 30 days of receipt of the invoice.

We understand you have the authority to direct us. We will direct communications to you at the address on this letter. Direction should be provided to Molly O'Brien at the letterhead address.

During the term of this Agreement, Barr agrees to maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the type of insurance and policy limits as set forth below (USD):

Workers' Compensation and Employers' Liability

1. Coverage A: Per State Statute
2. Coverage B: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

Commercial General Liability

1. \$2,000,000 General Aggregate
2. \$2,000,000 Products – Completed Operations Aggregate
3. \$1,000,000 Each Occurrence
4. \$1,000,000 Personal Injury

Commercial Automobile Liability

1. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

Umbrella Liability

1. \$10,000,000 Each Claim
\$10,000,000 Annual Aggregate
2. The Umbrella Liability shall provide excess limits over and above the Commercial General Liability, Employers' Liability and Commercial Automobile Liability limits as stated in this article.

Professional Liability/Pollution Incident Liability

Professional Liability errors and omissions insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim / \$5,000,000 Aggregate.

Certificates of Insurance

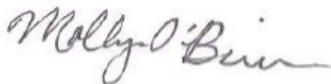
Certificates of Insurance shall be provided upon request.

~~Barr and Client waive all rights against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation shall be effective notwithstanding any duty of indemnity.~~

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us. This Agreement will be open for acceptance until withdrawn by us.

Sincerely yours,

BARR ENGINEERING CO.



Molly O'Brien

Project Manager



Christopher Miron
Its Vice President

Accepted this _____ day of _____, 20__

CITY OF WYOMING

By _____

Its _____

Attachments

~~Standard Terms – Professional Services~~

cc: Scott Smith, Gary Tamminga

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER ONE FOR THE
WATER TREATMENT PLANT DISCHARGE VALVE UPGRADE PROJECT

WHEREAS:

1. On June 19, 2023, City Council adopted Resolution number 27764 awarding a bid for the Water Treatment Plant Discharge Valve Upgrade Project to DHE Plumbing and Mechanical, LLC.
2. As detailed in the attached staff report, DHE Plumbing has submitted a change order in the amount of \$62,314.94.
3. It is recommended City Council approve change order number one.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves change order number one.

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 November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order

Resolution No. _____

STAFF REPORT

Date: November 11, 2023
Subject: Change Order #1 for the WTP Discharge Valve Upgrade Project
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: November 20, 2023

RECOMMENDATION:

It is recommended the City Council accept Change Order #1 for the WTP Discharge Valve Upgrade Project in the total amount of \$62,314.94.

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 are planned for replacement during the WTP Valve Upgrade Project, which was awarded to DHE on June 19, 2023, via Resolution No. 27764.

Each high service pump discharge valve has an industrial electric actuator that opens and closes the valve. In the event of a power outage, a battery backup system is required to close each valve to prevent 26 miles of 54" and 42" pipeline water from gravity flowing back to the plant. The backup system originally specified for the project utilized an existing battery bank and voltage regulators from Zahn Electronics.

In September of 2023, Zahn Electronics stated it would not be able to manufacture the voltage regulators required for the project. The project engineer, Tetra Tech, and DHE researched multiple alternatives for a solution and found just one suitable option offered by Rotork, which is also the electric valve actuator manufacturer. This solution does not utilize the existing battery bank and therefore is more costly. However, no other alternatives were found that meet the equipment specifications. Additionally, the solution from Rotork meets the critical timeframe of completing the project in early spring before water demand increases.

Therefore, it is recommended the City Council accept Change Order #1 for the WTP Discharge Valve Upgrade Project in the total amount of \$62,314.94. The awarded project to DHE included a \$50,000.00 allowance for unforeseen circumstances which will go toward the change order amount of \$62,314.94, resulting in an overall project increase of \$12,314.94.

BUDGET IMPACT:

Adequate funds exist in the capital outlay account #591-591-57300-986.444.



Office 616 · 896 · 8414
Fax 616 · 896 · 8565
Web www.dheplumbing.com

November 16, 2023

CHANGE ORDER REQUEST

PROJECT: City of Wyoming - WTP High Service Pump Discharge Valve Upgrades

**To: Tetra Tech
Attn: Mick Jones**

Pursuant to your request, *DHE Plumbing & Mechanical* offers the following proposal for your approval.

- Change Order Request for Eliminating the Base Bid Valve Actuator Voltage Regulators and Furnishing and Installing (4) Rotork IQD Battery Backup Panels.

A.) Additions

Direct Labor: 0 Hours X \$ 81.00	=	\$ 0.00
Direct Material:	=	\$ 60,776.00
Material Tax: 6 %	=	\$ 3,646.56
Overhead & Profit: 15 %	=	\$ 9,663.38

Total Additions = \$ 74,085.94

B.) Credits

Direct Labor: 0 Hours X \$ 81.00	=	\$ 0.00
Direct Material:	=	\$ 0.00
Material Tax: 6 %	=	\$ 0.00
Overhead & Profit: 15 %	=	\$ 0.00
Sub-Contractor Credit:	=	\$ 11,771.00

Total Credits = (\$ 11,771.00)

Change Order Total:

ADD: \$ 62,314.94



Office 616 · 896 · 8414
Fax 616 · 896 · 8565
Web www.dheplumbing.com

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Josh Heyboer - Owner/Estimator
616-262-3574 / josh@dheplumbing.com



390 Enterprise Ct. Suite 200 Bloomfield Hills, MI 48302 www.sysspec.com Phone 800-686-9341 or 248-332-0099 Fax 248-849-0222

Date: November 15, 2023

Quote #: KS1282JMP-REV1

Josh Heyboer
DHE Plumbing
josh@DHEPlumbing.com

Reference: Rotork IQD Battery Back-Up Panel | Wyoming HSP Project

Systems Specialties is pleased to offer this firm quotation for the following products.

LINE	PRODUCT DETAILS	QTY	UNIT PRICE	LINE TOTAL
01	<p>Part No. 37-859 Rotork Actuation Cubicle Mounted Battery Backup System Input: 480 +/- 10% L-L Frequency: 60 Hz +/- 5% Input VA: 1120VA Supply Required: 10A HRC Fuse or Type 4 MCB Output Volts: 110V Output Current: 6A (12A Peak)</p> <p>Controls & Instrumentation Input DP Isolator Input fuse single pole 10 x 38 type Digital voltmeter/ammeter (push button selection) Mains Fail Alarm Charger Fail Alarm Low Volts Alarm High Volts Alarm Output MCB DP Battery fuses DP 10 x 38 32A rating, peak 150A motor rated AM type</p> <p>Distributions Plug in, maximum number of ways 2 DP MCB Type 3, ratings to be advised (maximum 63A)</p> <p>Alarm Contacts Mains Fail Alarm (NO-C-NC) x 2 Common Fault</p> <p>Charger Specification Solid state constant voltage with current Limit with temperature compensation Regulation +/- 1% Output ripple 2% RMS Recharge 85% within 8 hours</p> <p>Batteries Type: Low Maintenance Valve Regulated Lead Acid Life Expectancy: 7-10 years (20°C ambient)</p> <p>Cell Types 110 Volt 17Ah (NP17-12) x 9</p> <p>Cubicle Floor or wall mounted 4 no. wall fixing brackets supplied Dimensions 750mm H x 750mm W x 250mm D Cable Entry Bottom right hand side via 4 x 20mm holes Material Mild steel</p> <p>Note: The cubicle is divided into two sections Top: IP65 Electronics Bottom: IP43 Battery Storage Light Grey BS381c631 In color</p>	4	\$15,194.00	\$60,776.00 (Includes additional discount)

We are best known by the quality of the products we represent and the service we render these quality products.

Battery Performance to 1.7 vpc End Voltage (92V)

	5 mins	10 mins	15 mins	20 mins
17 Ah	47A	33A	25A	22A

TOTAL: \$60,776.00
(Includes additional discount)

LEAD TIME	PAYMENT TERMS	PRICING	SHIPPING
14-16 WORKING WEEKS ARO* This could potentially be reduced to 12 weeks but it can only be confirmed at time of order due to battery availability	NET 30 DAYS	VALID FOR 30 DAYS	PROVIDE CARRIER ACCOUNT OR ADD TO INVOICE

Should we be favored with an order, please address your purchase order to the following:

Systems Specialties
390 Enterprise Ct.
Bloomfield Hills, MI 48302

We appreciate the opportunity to review our quotation with you in detail, and should you have additional questions, please do not hesitate to call.

Sincerely,

Kurt Somsel
Sales Engineer
Systems Specialties Company
ksomsel@syspec.com
(616) 490-4132 mobile



feyen zylstra
feyenzylstra.com

11/9/23

DHE

4475 8th Ave, Grandville MI 49418

ATTN: Josh Heyboer

RE: **City of Wyoming High service valve upgrade**
Grand Rapids
FZ: 23GR023

Feyen Zylstra is pleased to submit for your review and consideration the following proposal for your specific electrical requirements. The proposal being offered is based upon the information supplied to us by you at the time of your request. Any changes to the information after this proposal was developed may require additional proposals or revisions.

Our proposal is based on the following documents and information received:

- Invitation to price received via email dated 11/8/23.
- The attached marked up one-line.

We have included the following scope of work:

- Extending the conduits from the new Battery Panels to the existing 480V MCC.
- Removed the original conduit to DC-2 from the original Voltage Regulators.
- Removed the voltage regulators.
- Included mounting the new battery panels.
- We have not included the price for the new battery panels.
- Sales Tax.
- All safety cost required by Feyen Zylstra to comply with OSHA, state, and local government safety standards and safety guidelines.
- Tools and equipment required for electrical installation.

Electrical Base Bid

\$ -11,771.00

Thank you for the opportunity to quote this project. We look forward to working with you. Please let me know if you have any questions or need clarification.

Tanner Heetderks
Project Manager
tannerh@fzcorp.com
616-260-7717

Your and Our Acceptance:

Unless otherwise specified elsewhere in this proposal, this proposal shall remain in effect for **10 days**. After **10 days**, this proposal is subject to change.

This proposal is contingent upon the customer's acceptance of Feyen Zylstra's Terms & Conditions, which are incorporated by reference, even if the Terms & Conditions are not attached. If the Terms & Conditions are not attached, please contact the FZ representative below. The proposal also incorporates the terms and conditions of Feyen Zylstra's vendors and suppliers and may be limited by their terms, including but not limited to vendor and supplier payment terms, transfer of title, warranty, intellectual property, customs, tariffs, and taxes. Feyen Zylstra may revise and/or withdraw our Proposal, in part or in full, if Feyen Zylstra and the customer do not agree upon terms.

If at any time after the proposal date material, equipment, or transportation prices significantly increase through no fault of Feyen Zylstra, the proposal investment price shall be equitably adjusted to account for such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 3% after the proposal date up and through the date of actual performance of the work. Where the delivery of material or equipment is delayed, through no fault of Feyen Zylstra, FZ shall not be liable for any additional costs or damages associated with such delay(s).

Pricing assumes no retainage held during monthly progress billings. If performance and labor bond is required as part of award of contract, then no retainage to be held on entirety of contract awarded. Any potential retainage help on the project will be at a mutually agreed upon rate.

Rates and markups included as part of this proposal are contingent upon award of full scope, including provision of equipment, being supplied and installed by Feyen Zylstra, Rates and markups subject to change dependent on changes in scope.

Feyen Zylstra, LLC will commence work after the customer's acceptance as evidenced by the signature of the customer's authorized representative. No person has authority to make any claim, representation, promise, or condition on either party's behalf that is not documented within this agreement and its Terms & Conditions.

Date

Date

Client Name (please print)

Feyen Zylstra LLC Representative

Client Authorized Signature

Feyen Zylstra LLC Authorized Signature

Terms & Conditions

The Proposal of Feyen Zylstra, LLC (FZ) for the goods and services (collectively, the Work) is subject to these Terms and Conditions:

1. **Agreement.** The Proposal and Terms & Conditions (collectively, Agreement) form a contract. FZ rejects any Customer document, including a purchase order or confirming order that adds to, varies, conflicts with, or alters the Agreement. If there is any conflict between the terms of the Agreement and a Customer document, the Agreement shall control. FZ will furnish its work on the condition that any term or condition in Customer's order does not modify this Agreement.
2. **Price Adjustment.** For any increase in the cost of materials, equipment, or transportation after the Proposal Date exceeding 3%, the Project Investment Price (Price) shall be equitably adjusted by such increase to account for such increase. Notwithstanding the foregoing, FZ shall have the right to correct any typographical or clerical errors.
3. **Taxes.** Unless otherwise agreed by FZ in writing, the amount of any tax on goods shall be added to the amount payable by Customer and remain Customer's sole responsibility.
4. **Payment.** If invoicing terms are not specified in the Proposal, FZ may invoice Customer weekly. Customer shall pay all invoices within 30 days of invoice date. Amounts unpaid after 30 days shall accrue interest at a rate of 1.5% per month. If a dispute arises about an invoice, Customer shall pay the undisputed portion per these payment terms. FZ shall have the right to stop work for nonpayment.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM GAMETIME C/O SINCLAIR RECREATION
FOR THE PURCHASE OF PLAY EQUIPMENT FOR KELLOGGSVILLE PARK

WHEREAS:

1. As detailed in the attached staff report, the play equipment at Kelloggsville Park is in need of replacement.
2. It is recommended City Council accept a quote for the purchase of the play equipment from GameTime c/o Sinclair Recreation using the OMNIA contract, a cooperative purchasing agreement with the State of Michigan and GameTime Statewide Initiative grant, in the total estimated amount of \$328,802.00.
3. Funds for the purchase are available in account number 208-752-75600-975.117.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from GameTime c/o Sinclair Recreation for the purchase of play equipment in the total estimated amount of \$328,802.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. 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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract/Quote
- Drawings

STAFF REPORT

Date: November 8, 2023
Subject: Kelloggsville Park Playground Replacement
From: Krashawn Martin, Director of Parks and Recreation
CC: Tim Montgomery, Parks Foreman
Meeting Date: November 20, 2023

RECOMMENDATION:

It is recommended City Council authorize the purchase of replacement play equipment for Kelloggsville Park using OMNIA contract #2017001134, a cooperative purchasing agreement with the State of Michigan and GameTime Statewide Initiative grant funding in the amount of \$78,909.10, for a total purchase in the amount of \$249,892.90.

The total playground cost is \$328,802.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Quality park and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. The Parks and Recreation department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and program to enrich the quality of life for residents.

DISCUSSION:

Kelloggsville Park is located in the southeast region of the city and includes a softball field, tennis/pickleball courts, restrooms and trail access to the Kent County inter-urban path system.

The play equipment is 26 years old and in need of replacement. This project is a part of the City's parks and recreation capital improvement program. Use of cooperative purchasing agreements through the State of Michigan save staff time and adheres to the City Purchasing Policy.

In June, the Parks and Recreation department was awarded GameTime Statewide Healthy Play grant award, which provides funding toward play systems in low/moderate income areas that improve the quality of life for children, families, and communities in Michigan.

BUDGET IMPACT:

Funds are budgeted in account number 208-752-75600.975.117.

Attachments:
Contract/Quote
Drawings

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: GameTime c/o Sinclair Recreation
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
176 E. Lakewood Blvd.
[Contractor's street address]
Holland, MI 49424
[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: _____, 202__.

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

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Company

By: 

[Signature officer, director or principal of Contractor]
Clint Whiteside, Director of Sales Administration
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: October 31, 2023

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, sexual orientation, gender identity or expression, 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.

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, 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications.

D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City

Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations	
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.	
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (hired and non-owned automobile coverage):	
\$2,000,000 per person	\$2,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL 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.

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.

21. Governing Law. This contract is governed in by and is to be interrupted according to Michigan law. The parties agree that the state courts in Kent County, Michigan shall have exclusive jurisdiction for any disputes or claims arising from this contract.

EXHIBIT B



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/28/2023
 Quote #
 104654-01-04

Kelloggsville Park - City of Wyoming - Option 3

City of Wyoming
 Attn: Krashawn Martin
 1155 - 28th St. SW, P.O. Box 905
 Wyoming, MI 49509
 krashawn.martin@wyomingmi.gov

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom PrimeTime Odyssey Unit	\$164,110.00	\$164,110.00
		(1) 4870 -- 3-in-A-Row 11" Gizmo (double sided)		
		(1) 4873 -- Maze Panel 11" Gizmo (double sided)		
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(4) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(8) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(2) 12068 -- 3 1/2" Uprt Ass'Y Alum 13'		
		(1) 12221 -- 90 Deg Horiz Loop Attach		
		(12) 12650 -- 3 1/2" Uprt Ass'Y Alum 4'		
		(5) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18766 -- Fun Seat 36"		
		(3) 19001 -- Entry Way		
		(1) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19124 -- Straight Zip Slide (5')		
		(1) 19214 -- Rung Enclosure		
		(1) 19223 -- Sloped Funnel Climber		
		(1) 19289 -- Two Piece Hex Deck		
		(1) 19355 -- 4'-0"/5'-0" Dbl Bubble Climber Attac		
		(2) 19407 -- Transfer System (Timbers) 1' Rise		
		(1) 19425 -- Xcelerator		
		(1) 19427 -- Single Spiral		
		(1) 19493 -- 5' Odyssey Pod w/internal climber		
		(1) 19494 -- 6' Odyssey Pod w/internal climber		
		(4) 19635 -- Rung Enclosure (Timbers)		
		(1) 19638 -- Plank Climber 5'		
		(1) 19643 -- Hex Slant Roof (Timbers)		
		(2) 19647 -- Slant Roof Extension (72")		
		(1) 19658 -- Arch Bridge (Timbers)		
		(2) 19700 -- Sloped Funnel Climber Timbers(Dbl)		
		(1) 19703 -- Timbers Enclosure W/ Solid Steering Wh		





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Kelloggsville Park - City of Wyoming - Option 3

Quantity	Part #	Description	Unit Price	Amount
		(1) 19825 -- Dunun Drum Panel		
		(1) 19919 -- Modern Transfer w/Guardrail 3' Rise		
		(1) 38019 -- Small Tree		
		(2) 38031 -- Large Tree		
		(1) 90655 -- Pod Climber		
		(2) G12027 -- 3 1/2" Uprt Ass'Y Galv 12'		
		(3) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'		
		(1) 19780 -- Weeble Climber 4'6/5'0		
		(1) 18766 -- Fun Seat 36"		
		(1) 19832 -- Flower Spinner Panel		
		(1) 12215 -- Crunch Bar Prime Time		
1	FREENOTES	Miscellaneous Non GameTime - Mushroom Ensemble, inground	\$7,049.00	\$7,049.00
1	FREENOTSE	Miscellaneous Non GameTime - Flower Ensemble, inground	\$5,200.00	\$5,200.00
1	RDU	GameTime - 2 Bay Swing Set - (2) Belt Seats, (1) Tot Expression Swing, and (1) Adaptive Expression Swing	\$8,389.00	\$8,389.00
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 5165 -- Expression Swing w Adaptive Seat 3 1/2		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
1	INSTALL	GT-Impax - Unloading of GameTime Equipment Delivery	\$1,500.00	\$1,500.00
1	INSTALL	GT-Impax - Installation of Odyssey Pod PrimeTime Unit and Swings	\$57,250.00	\$57,250.00
1840	INSTALL	GT-Impax - Supply of Tile Surfacing Material	\$13.50	\$24,840.00
1	INSTALL	GT-Impax - Installation of Tile Surfacing Material	\$8,100.00	\$8,100.00
176	INSTALL	GT-Impax - Concrete Curbing for Tile Containment in Structure Area	\$29.00	\$5,104.00
1840	INSTALL	GT-Impax - Concrete Subbase for Tile - 4" thick	\$13.50	\$24,840.00
3240	INSTALL	GT-Impax - Excavation and Site Prep for Playground Area and Swing Area- Playground Area 1,748 SF Swing Area 1,400 SF	\$3.50	\$11,340.00
1	INSTALL	GT-Impax - Timbers - Double Stacked 4x4 Timber Borders with Rebar (150 LF)	\$1,080.00	\$1,080.00
1400	EWf	GT-Impax - Engineered Wood Fiber Surfacing - 12" Compacted Depth (70 CY) - Includes blown in Installation	\$2.50	\$3,500.00
1	14927	GameTime - NDS Play On Sign Package		
Contract: OMNIA #2017001134			Sub Total	\$322,302.00
			Statewide Initiative Funding Applied	(\$78,909.10)
			Freight	\$6,500.00





GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
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Kelloggsville Park - City of Wyoming - Option 3

Quantity	Part #	Description	Unit Price	Amount
			Total	\$249,892.90

Comments

Does not include tree removal, tree protection, site restoration (outside of rough grading the areas we disturb), storage of equipment, transportation from storage to site location, or removal of existing equipment.

Equipment installation does not need to be completed by end of 2023. This work will likely be completed in the spring of 2024.

Funding assistance provided by GameTime must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners. Representatives from mParks, GameTime, and PlayCore will select qualifying projects to be considered for funding assistance. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2023 Playground Design Guide apply. Freight, installation, surfacing, material surcharges, and applicable sales tax are extra and not included as part of the funding program. To qualify for 100% matching funds assistance, this project must be purchased with a check/cash with order of \$112,338.90.

Remit Payment to:

GameTime
 P.O. Box 680121
 Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:

Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.





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Kelloggsville Park - City of Wyoming - Option 3

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Payment in full, check submitted with order.

Shipment: Order shall ship within 10-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/28/2023
Quote #
104654-01-04

Kelloggsville Park - City of Wyoming - Option 3

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Facsimile: _____

Email: _____

P.O. No: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Date: _____

Phone: _____

Purchase Amount: \$249,892.90

REQUIRED ORDER INFORMATION:

Bill To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(For Accounts Payable)

Email: _____

Ship To: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

Tel: _____

(To call before delivery)

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



 This **PLAY ON! PLAYGROUND** has been designated as a project of excellence for meeting best practices in youth fitness through sliding, swinging, spinning, climbing, brachiating, and balancing.


 Your experience matters. Scan here and tell us how you used this space!

DISCOVER THE SCHOLARS & RESEARCH AT PLAYCORE.COM/RESEARCH/YOUTH-FITNESS



Rendered in Custom Palette



Rendered in Custom Palette



City of Wyoming Kelloggsville Park - Option Three



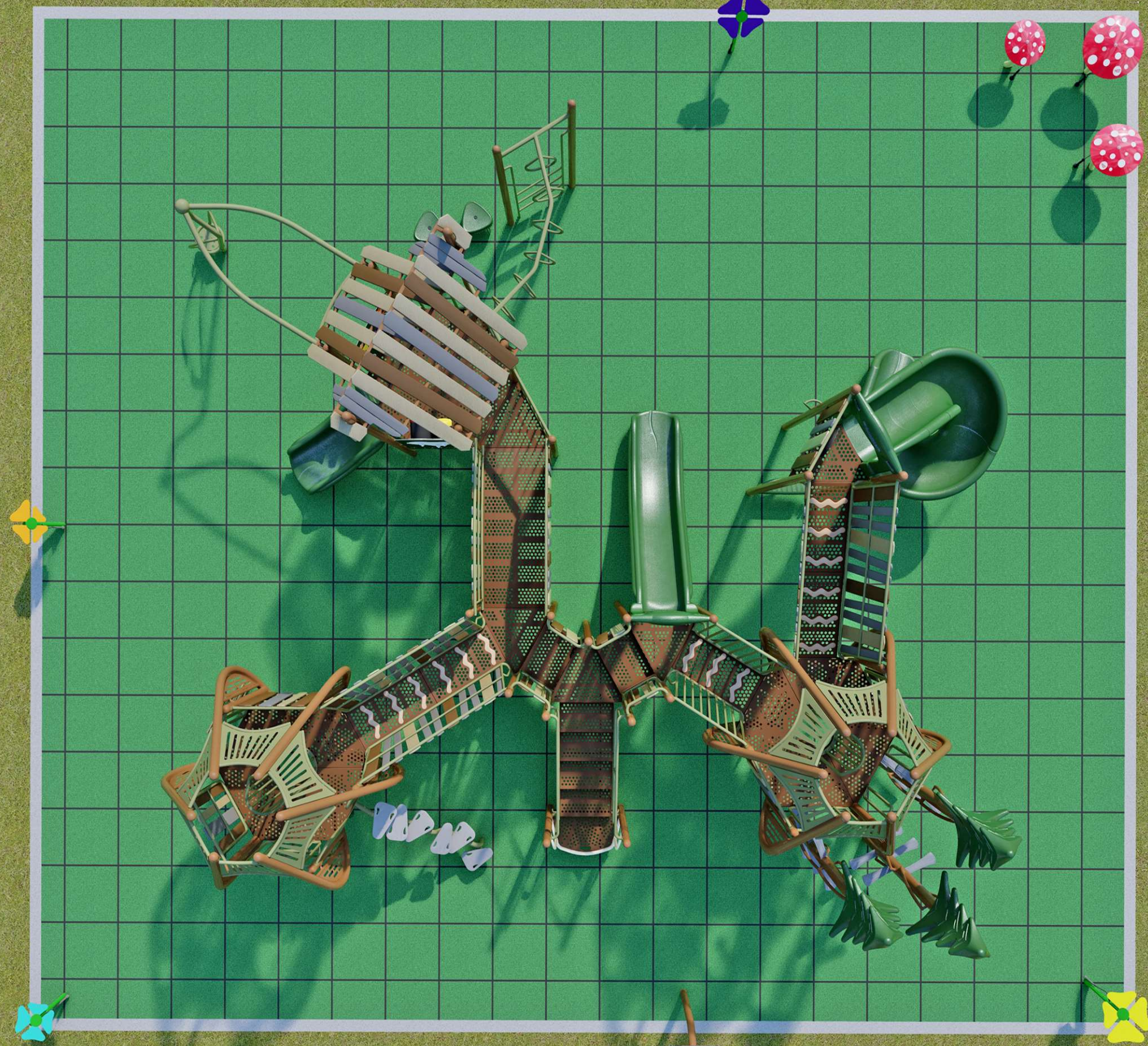
Rendered in Custom Palette

City of Wyoming Kelloggsville Park - Option Three



Rendered in Custom Palette

City of Wyoming Kelloggville Park - Option Three



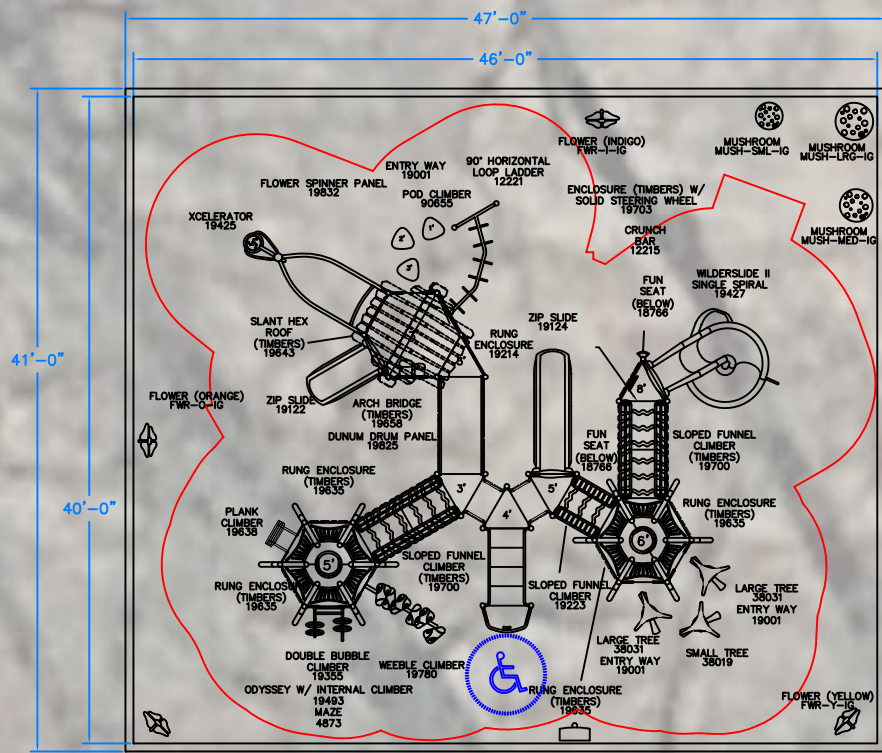
Rendered in Custom Palette



A PLAYCORE Company
www.gametime.com

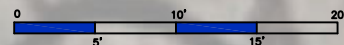
City of Wyoming Kelloggville Park - Option Three





ODYSSEY W/ INTERNAL CLIMBER
19404
3 IN A ROW
4870

Odyssey PrimeTime Unit is to receive tile safety surfacing, concrete borders, and concrete subbase



City of Wyoming - Kelloggville Park
Option 3
Wyoming, MI
Representative
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	19	Required	0
Total Elevated Play Components Accessible By Ramp	0	Required	10
Total Elevated Components Accessible By Transfer	19	Required	6
Total Accessible Ground Level Components Shown	14	Required	3
Total Different Types Of Ground Level Components	6	Required	3

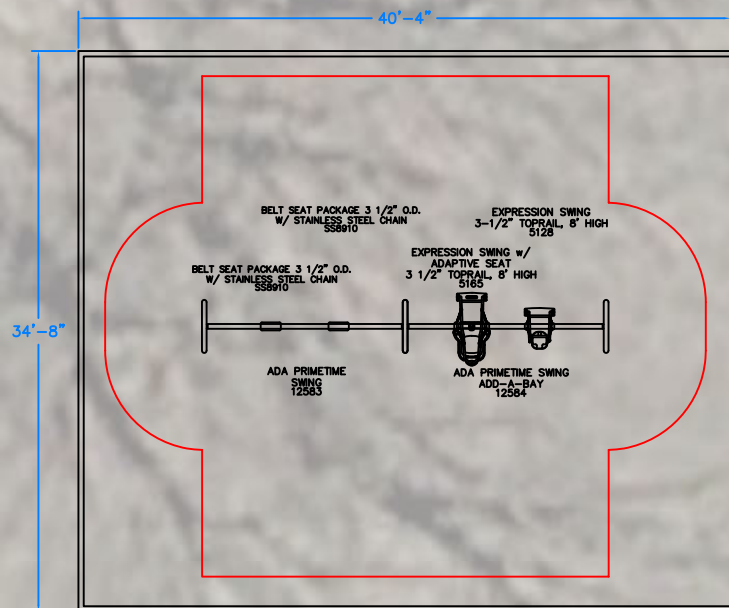
This play equipment is recommended for children ages 5 - 12

Minimum Area Required: See DWG
Scale: Scale Bar
This drawing can be scaled only when in an 18" x 24" format

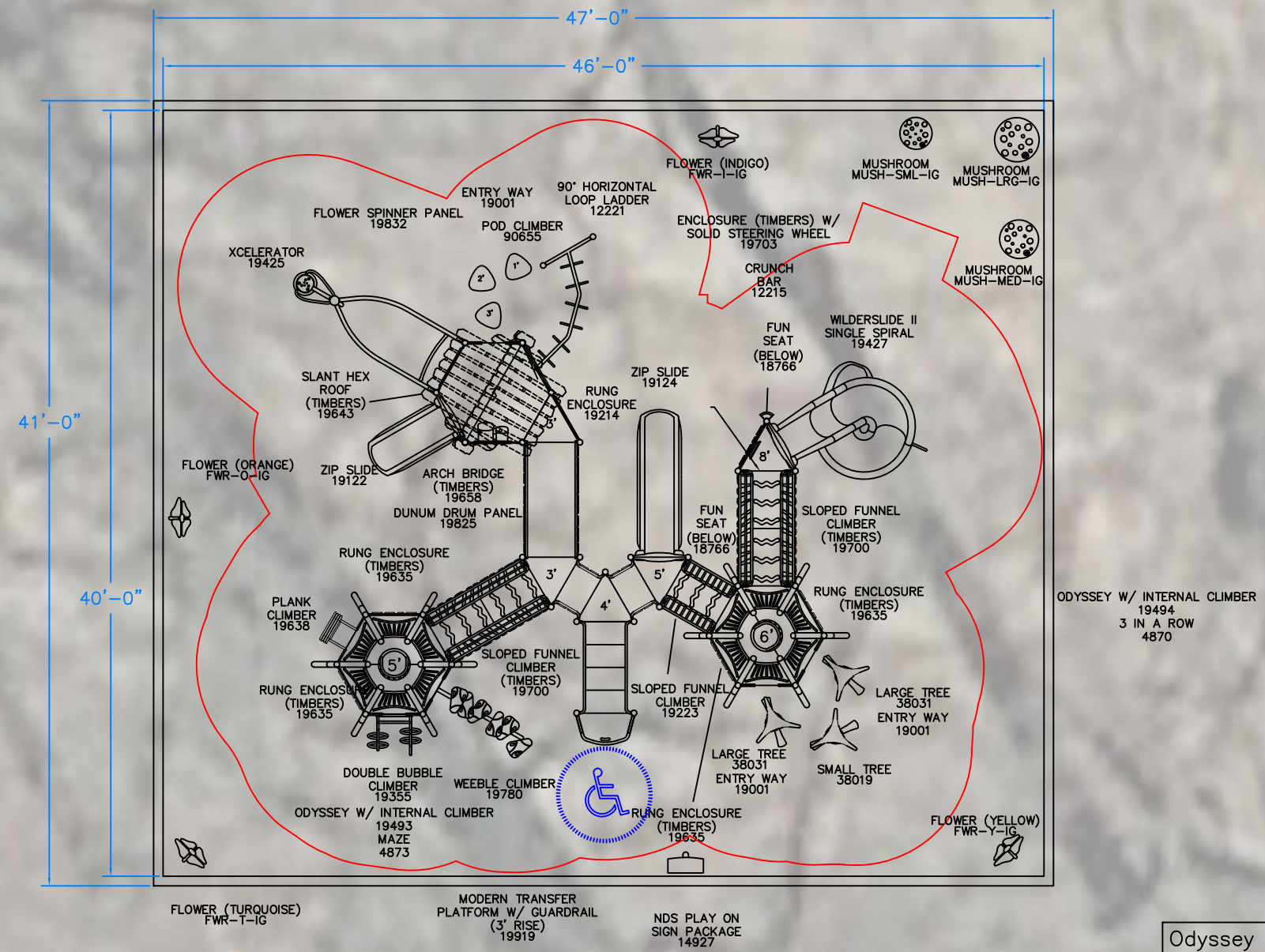
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: ALW
Date: 9/8/2023
Drawing Name: Wyoming - Kelloggville Park 3

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



Swing area to be bordered by double stacked 4x4" timbers secured with rebar. Swing area to get EWF safety surfacing



Odyssey PrimeTime Unit is to receive tile safety surfacing, concrete borders, and concrete subbase

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

City of Wyoming - Kelloggsville Park
Option 3
Wyoming, MI
Representative
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	19	Required	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	19	Required	10
Total Accessible Ground Level Components Shown	14	Required	6
Total Different Types Of Ground Level Components	6	Required	3

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
See DWG
Scale: Scale Bar
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
ALW
Date:
9/8/2023
Drawing Name:
Wyoming - Kelloggsville Park 3

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM AUTO BODY XPERTS
TO PROVIDE AUTOMOTIVE BODY REPAIRS

WHEREAS:

1. City Council awarded a bid to Auto Body Xperts to provide automotive body repairs on November 1, 2021 via Resolution number 27170.
2. As detailed in the attached staff report, Auto Body Xperts has submitted a proposal to extend their 2021 bid prices with a slight increase through December 1, 2024.
3. It is recommended City Council accept the proposal.
4. Funds are budgeted in various departmental accounts with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Auto Body Xperts to provide automotive body repairs services through December 1, 2024.

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 November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Proposal

Resolution No. _____

STAFF REPORT

DATE: October 31, 2023

SUBJECT: Bid Extension – Automotive Body Repair

FROM: Donald Roest, Fleet Services Supervisor

Date of Meeting: November 20, 2023

RECOMMENDATION

It is recommended that the City Council extend the bid for automotive body repair through December 1, 2024, to Auto Body Xperts, for the hourly rates as noted in the attached extension letter.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper repair of City vehicles is necessary to ensure that City functions can be performed in an effective and safe manner. The Fleet Services Division does not have the required expertise, equipment or materials to safely perform automotive body repair, requiring that this portion of vehicle maintenance be performed outside the organization.

DISCUSSION

The City of Wyoming operates a fleet of approximately 300 vehicles. The vehicles range from mowers to fire trucks. Occasionally one of the vehicles is involved in an accident, and the damage sustained by the vehicles needs to be repaired. Accident damage typically requires unique skills, special tools and strict environmental regulation adherence. Because of the limited number of automotive body repairs, it is typically more economical to contract automotive body repair to an outside contractor.

On November 7, 2022, the City extended the 2021 Automotive Body Repair bid to Auto Body Xperts via Resolution 27507. Auto Body Xperts has again provided prompt, quality service throughout this past year, and was asked to extend their bid award for another year. The attached letter indicates their hourly rates through December 1, 2024. It is estimated that the City will spend approximately \$58,600 for automotive repair services.

BUDGET IMPACT

Sufficient funds have been budgeted in the Fleet Insurance Fund, Claims Expense account 679-000-96300-915.000 or Motor Pool Fund, Repairs and Maintenance account 661-441-58200-930.000, as appropriate.



Good afternoon,

We would be happy to honor our agreed price for the City of Wyoming per our contract with rates at

Body/paint \$45.00 and materials at \$35.00

We enjoy our relationship with the city.

Any questions please feel free to contact us

Thank you

Mandy Beroza

Auto Body Xperts

3483 Highland dr

Hudsonville, MI 49426

aberoza@hudsonvillebodyshop.com

616-669-6692

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN AN
AMENDMENT TO THE REASON CONSULTING CORPORATION CONTRACT

WHEREAS:

1. City Council Resolution No. 26525, adopted October 21, 2019, approved a 3-year contract with Tax Management Associates (TMA) for business personal property tax administration services.
2. On May 13, 2022, the government services division of TMA became a separate company known as Reason Consulting Corporation and on May 16, 2022, City Council adopted Resolution No. 27359 approved assignment the TMA contract to Reason Consulting Corporation.
3. City Council Resolution No. 27505, adopted November 7, 2022, approved an amendment to the contract for 12 months with options for 2 additional 1-year renewal options.
4. The fees for the 2022-23 work performed by Reason Consulting exceeded the capped amount of \$10,000 due to the complexity of one of the audits it performed, but the additional \$2,500 fee is still well within the Assessor's Office's budget.
5. The city wishes to exercise the initial option to extend the contract for an additional year with the requirement that the fees be in an amount approved by the City Manager in conformance with the Assessor's Office budget.
6. Expenses will be charged to account number 101-209-20900-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed amendment to the Reason Consulting Corporation contract is approved in the form accompanying this resolution and the Mayor and City Clerk are authorized and directed to sign that amendment on the city's behalf.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 6, 2023
Subject: Reason Consulting Contract Amendment
From: Scott Engerson, City Assessor
Meeting Date: November 20, 2023

RECOMMENDATION:

It is recommended that the City Council approve payment of the Reason Consulting Corporation invoice dated October 31, 2023, in the amount of \$12,750.

It is recommended that the City Council authorize removal of the “shall not exceed \$10,000” language for the 2 one-year options remaining under the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Approving this contract amendment aligns with the City’s mission of stewardship in that the routine auditing of business personal property tax returns and non-filers increases taxpayer compliance and fairness in tax burdens.

DISCUSSION:

On November 7, 2022, the City Council authorized an amendment to the contract with Reason Consulting Corporation to provide for the continuation of outsourcing auditing services for up to 3 years not to exceed \$10,000/year. The audits are associated with business personal property tax compliance.

The invoice dated October 31, 2023, reflects all audits completed during the first year of the contract. The amount exceeds \$10,000 due to the discovery during the audit process of a related company which required audit to ensure all of the assets of the parent company were reported.

Removing the “shall not exceed \$10,000” language will allow the City Assessor to align auditing needs with irregularities observed during the personal property statement filing season. The City Assessor will continue to include a line item in the annual budget submission for business personal property audits. Similar to all other line items in the annual budget submissions, the amount budgeted shall require the approval of the City Manager.

BUDGET IMPACT:

The amount of \$10,000 for auditing services is currently available in the City Assessor’s Office FY 2024 professional services budget 101-209-20900-801. The additional amount of \$2,750 is also currently available in the City Assessor’s Office FY 2024 professional services budget thereby allowing payment of the entire invoice without a budget amendment.

CONTRACT AMENDMENT

This is an Amendment to the contract between Reason Consulting Corporation ("Consultant"), and City of Wyoming ("Client") as originally entered on October 21, 2019.

1. Term

A previous amendment extended the auditing services portion of the original contract for a period of 12 months beyond the initial term, expired on October 22, 2022. In addition, that amendment allowed the contract to be extended by an additional 2 one-year options at the discretion of the client.

Client is exercising one of the provided one-year extensions with the signing of this amendment.

2. Services

Consultant will provide auditing services as described in the original contract. Consultant may use additional methods, enhanced technologies, or other improvements in the delivery of those services.

3. Fees

The fees for auditing services are unchanged. Fees shall not exceed an amount approved by Client's City Manager in accordance with the approved budget for the Client's Assessor's Office. As part of this amendment, Client also approves the payment to Consultant in the amount of \$12,500 for services rendered during the 2022-23 amended contract term.


City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

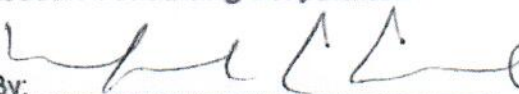
Date signed: November __, 2023

Approved as to form:



Scott G. Smith, City Attorney

Reason Consulting Corporation


By: _____
Mark C. Cooke, CEO

Date signed: November 9, 2023

11/20/23
Engineering/RJH:nll

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SCOTT CIVIL ENINGEERING COMPANY TO COMPLETE A SCOPE EVALUATION FOR THE RECONSTRUCTION OF THE 44TH STREET BRIDGE OVER BUCK CREEK AND TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Scott Civil Engineering Company has provided the City with a proposal to complete a scope evaluation for the reconstruction of the 44th Street bridge over Buck Creek for \$16,750.
2. The scope evaluation is necessary to prepare a Local Bridge Program funding application with the Michigan Department of Transportation.
3. It is recommended that the City Council accept the proposal.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Scott Civil Engineering Company for the scoping report for the replacement of the 44th Street bridge over Buck Creek.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract in the amount of \$16,750.

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 November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments: Staff Report
 Standard City Professional Service Contract
 Proposal

Resolution No. _____

STAFF REPORT

Date: November 6, 2023

Subject: Scott Civil Engineering Company Proposal – 44th St Bridge over Buck Creek

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: November 20, 2023

RECOMMENDATION:

It is recommended City Council accept and authorize the Mayor and Clerk to execute an agreement with Scott Civil Engineering Company for the scoping report for the replacement of the 44th Street Bridge over Buck Creek in the amount of \$16,750.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will analyze the optimum design type for the future replacement of 44th Street bridge over Buck Creek in Wyoming. The analysis will ensure that motorists, pedestrians, and environmental factors are considered when it becomes necessary to replace the current twin culvert structure. The project will promote safety, efficiencies, and minimize environmental impacts.

DISCUSSION:

Wyoming is required to evaluate the condition of all its bridges every other year to ensure as problems arise, there is adequate time to address issues that may be found during the evaluation process. Recent bridge evaluations have identified deficiencies in the existing twin culvert structure on 44th Street over Buck Creek that will require replacement of the structure in the future. Wyoming is requesting a scoping analysis be performed to determine the best structure type for a replacement bridge. The analysis will review design options, create an estimated construction cost, and provide a summary that can be used to pursue funding through the Michigan Department of Transportation (MDOT) Local Bridge Program. Items to be reviewed include, current average daily traffic (ADT), commercial truck percentage, design ADT, non-motorized needs, future corridor improvements, traffic safety, drainage, geotechnical evaluation, maintaining traffic, construction sequencing, utility coordination and environmental concerns.



AREAS OF HEAVY CORROSION ON WEST WALL OF EAST BARREL

SN 5252

44th Street over Buck Creek

September 2023



HOLE IN EAST WALL OF WEST BARREL

SN 5252

44th Street over Buck Creek

September 2023



HEAVY CORROSION ON EAST WALL OF WEST BARREL

SN 5252

44th Street over Buck Creek

September 2023

The City requested a proposal from Scott Civil Engineering Company (SCEC), the bridge evaluation consultant who is most knowledgeable about the structure and its deficiencies. SCEC is the most notable bridge consultant expert in west Michigan, specializing in bridge design and evaluation. Wyoming contracts with them to perform bridge evaluations and relies on their expertise for ongoing maintenance and designs. On October 6, 2023, Scott Civil Engineering Company submitted a proposal to complete a scoping analysis for replacement of the 44th Street Bridge over Buck Creek in the amount of \$16,750.

BUDGET IMPACT:

Funds can be financed out of the Major Street Fund Account No. 202-441-46300-972.502.

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)

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

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: November 7, 2023.

Professional means: Scott Civil Engineering Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1345 Monroe Ave, Suite 136
[Professional's street address]
Grand Rapids, MI 49505
[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

5. This is the only agreement between the parties regarding City's engagement of Professional 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 Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

Scott Civil Engineering Company

By: _____
[Signature official, director or principal of Professional]
Ryan Worden, Project Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: November 1, 2023

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Professional attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. **Grant Compliance.** If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. **Qualifications.** Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional, any subcontractor, and all their principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A,

and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speaking English less than very well), Professional will use language assistance services in communications.

C. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

E. Professional 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.

5. **Ethical Standards.** To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Professional or of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. **Media Releases.** Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. **Payment to Professional.**

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the RFP and Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the RFP and Proposal.

C. Payment disputes will be resolved as provided in §12. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

8. **Intellectual Property.** Professional guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

9. **Taxes.** City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

9. **Records.** City is a public entity that receives funds from other governmental agencies. Thus, (i) City must retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City

disclose to those requesting them copies of all requested records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

10. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

11. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

12. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §12.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

13. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

3. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

18. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

EXHIBIT B
PROPOSAL

**PROPOSAL
FOR
44th STREET BRIDGE REPLACEMENT SCOPING**

I. INTRODUCTION

The City of Wyoming desires to have a consultant complete a scoping report for the replacement of the 44th Street Bridge over Buck Creek (SN 5252). The following is our "PROPOSAL FOR ENGINEERING SERVICES".

II. UNDERSTANDING OF SCOPE OF THE PROJECT

Scott Civil Engineering shall complete a field visit to scope out the necessary work for a replacement of the crossing, review various design options, create an estimated construction cost, and summarize the findings in a report. Items to be reviewed but not limited to the following; current traffic ADT, commercial truck %, design ADT, non-motorized user needs, future corridor improvement, traffic safety, drainage issues, geotechnical concerns, maintaining traffic, construction sequencing, utility relocation, and environmental concerns.

The scoping work does not include a full design, plan drawings, or bid documents. This report shall be used to supplement an MDOT bridge funding application.

III. PROPOSED SCHEDULE

The schedule is as follows:

Task Completion	Task
February 2024	Project Scoping

The scoping review will be complete by the of February or earlier. We anticipate that the Fiscal Year 2027 MDOT funding applications will be due by the beginning of April 2024.

IV. COST OF ENGINEERING SERVICES

A registered design engineer will complete the scoping review. The cost to complete the review is as follows:

Staff	Rate	Est. Hours	Cost
Design Engineer	\$125 /hr	70	\$8750
Staff Engineer	\$100 /hr	80	\$8000
Total		150	\$16,750

V. **INVOLVED PERSONNEL**

Scott Civil Engineering proposes to assign one or more of the following staff members to work on the project, based on availability:

Robert Lothschutz, P.E.
Ryan Worden, P.E.
Melissa Rozelle, P.E.
Aditya Emani
Susan McElheny

Design Engineer
Design Engineer
Design Engineer
Staff Engineer
Staff Engineer

Proposal prepared by:



Ryan T. Worden, P.E.
Scott Civil Engineering Company
1345 Monroe Avenue, Suite 136
Grand Rapids, Michigan 49505
Phone: 616-458-8792
wordenr@scottcivileng.com

ORDINANCE NO. 12-23

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES
TO ADD DIVISION 11 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR
THE SHEA RAVINES PHASE I HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV of Code of Ordinances, City of Wyoming, Michigan, by adding Division 11 to read as follows:

DIVISION 11
TAX EXEMPTION AND SERVICE CHARGE FOR SHEA RAVINES
PHASE I HOUSING PROJECT

Sec. 2-310.11. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Project, to serve low income persons and families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.12. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low-Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low income persons and families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means the loans that are federally aided (as defined in section 11 of the Act) or loans or grants made or to be made by the Authority to the Sponsor and/or Other Owner for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by mortgages on all or parts of the Project.

(g) *Project* means the housing project for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and Mortgage

Loan, to consist of a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building with indoor community space and outdoor amenities, along with 84 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Community amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, permanent supportive housing offices for service providers and case management. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area. Energy efficient windows, insulation, appliances, and other features will be included. The project will be developed generally in accordance with the 8-page Woda Cooper Companies Shea Ravines Apartments Conceptual Site Plan prepared by Hooker DeJong, Project # 20-22.0153, dated 10.10.2023, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(h) *Project Property* means the following described real property:

That part of the Northeast 1/4, Section 15, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northeast corner of Section 15; thence South 00°22'00" East 433.32 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence South 00°22'00" East 137.00 feet along said East line, thence South 89°38'00" West 244.04 feet; thence South 00°22'00" East 117.71 feet; thence South 89°44'56" West 95.96 feet; thence North 00°22'00" West 254.52 feet; thence North 89°38'00" East 340.00 feet to the place of beginning.

(l) *Sponsor* means Shea Ravines Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

(m) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-310.13. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-310.14. Annual Service Charge.

(a) To the extent permitted by law, there shall be paid by the owner of each condominium unit comprising the Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 3.0% of the Annual Shelter Rent collected for that condominium unit during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the *ad valorem* tax on that portion of the Project Property in the calendar year before construction of the Project began.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the general property tax act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

Sec. 2-310.15. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on _____, 202_.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on November 20, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 12-23
Introduced: 10.16.2023
Adopted: 11.20.2023

STAFF REPORT

Date: November 15, 2023
Subjects: Shea Ravines PILOT Request
From: Nicole Hofert, Community & Economic Development Director
Meeting Date: November 20, 2023

RECOMMENDATION:

Approve Ordinance No. 12-23 entitled, “Ordinance to Amend Chapter 2, Article IV, of the Code of Ordinances to Add Division 11 to Provide for a Service Charge in Lieu of Taxes for the Shea Ravines Phase I Housing Project.”

Approve Resolution No. ____ entitled, “Resolution Approving and Authorizing Mayor and City Clerk to Sign Municipal Services Agreement for Shea Ravines Phase I Housing Project.”

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved by this development and the 56 supportive housing units it will provide.

Safety – This project will provide stable housing and supportive services for households earning between 30% and 80% of the area median income (AMI). The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care’s prioritization list and households of chronically homeless.

Stewardship – This project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

DISCUSSION:

Woda Cooper Development Inc. (WCD) in cooperation with Cherry Health (CH) is proposing to develop its own residential community utilizing the Low-Income Housing Tax Credits (LIHTC) issued by the Michigan State Housing Development Authority (“MSHDA”) called Shea Ravines at 2929 Burlingame Avenue SW. The development would include two new buildings with housing provided for households earning between 30% and 80% of the area median income (AMI). The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care’s prioritization list and households of chronically homeless. The project is expected to be developed in two separate phases, with the first phase consisting of a 4-story building with 40 one-bedroom units and 16 two-bedroom units. These units will be divided into 36 general occupancy units and 20 permanent supportive housing units. Phase II would be developed at a later date with a similarly sized building, unit counts, and occupancy designations. Cherry Health would continue to operate their existing medical clinic within their existing building on site, serving as a supportive resource for those residing in Shea Ravines.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 3% of total shelter rents as a payment in lieu of taxes (PILOT) and 5% of the total shelter rents as a municipal services agreement, versus property taxes based upon taxable value of the entire site. These

payments will be made, and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence.

The City Council approved a rezoning of this property to Form Based Code – Corridor Suburban (FBC-CS) in September. The project will require Planning Commission special use approval for supportive housing. It is expected that Planning Commission will review the project in November.

The timing of this approval process is designed to be completed by November 30, 2023. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary.