

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 3, 2024, 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 May 20, 2024 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
7:01 p.m. To Receive Comment on the Michigan Shared Streets and Spaces Grant
- 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. Keith Morgan - South Kent County Area Chamber of Commerce
 2. Kent District Library
 - 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.

- a) Of Appreciation to Barrett Walquist for His Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority of the City of Wyoming

15) Resolutions

- b) To Approve and Authorize the Mayor and City Clerk to Sign an Amendment to the Employment Agreement with John Shay
- c) To Approve Benteler Automotive Plans for and Use of its Property on Site 36
- d) To Authorize Application and Implementation of a Michigan Shared Streets and Spaces Grant
- e) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan
- f) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of West Michigan
- g) To Authorize the Mayor and City Clerk to Execute an Agreement with Legal Aid of Western Michigan
- h) To Authorize the Mayor and City Clerk to Execute a Contract for Specific Home Repair Services
- i) To Authorize the Mayor and City Clerk to Execute an Agreement with the Heart of West Michigan United Way

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

- j) Retaining Legal Counsel to Provide Trademark Protection Legal Services for a Branding Initiative and Authorizing the City Attorney to Sign the Engagement Letter
- k) Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement Documents
- l) To Accept a Quote from Carrier & Gable, Inc. for Traffic Signal Equipment and Illuminated Street Signs
- m) For the Purchase of Return Activated Sludge Pump Parts
- n) To Accept a Proposal from The Architectural Group, Inc. for Architectural and Design Work for the Renovations to the Men's Locker Room at the Clean Water Plant
- o) To Accept a Quote for the Purchase of Network Switching Equipment
- p) For Award of Bid
 - 1. Police Handguns, Holsters, Tactical Lights, and Reflex Sights

17) Ordinances

- 4-24 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (142) to Rezone 5840 Wilson Avenue SW from ER Estate Residential District to R-4 Residential District (First Reading)
- 5-24 To Amend Zoning Code Sections 90-201 "Definitions 'A'", 90-334 "Accessory Dwelling Units", 90-401A "Principal Permitted Uses", 90-404A "Specific Requirements", 90-405A "Additional Regulations", 90-406A "Principal Permitted Units", 90-409A "Specific Requirements", 90-410A "Additional Regulations", 90-414A "Specific Requirements", 90-415A "Additional Regulations", 90-421A "Additional Regulations", 90-437A "Principal Permitted Uses", 90-440A "Specific Requirements", 90-401C "Principal Permitted Uses", 90-405C "General Requirements", and 90-419C "Development Standards" to Allow for Accessory Dwelling Units within the ER Estate Residential, R-1, R-2, R-3, R-4, PUD-1 Low Density Planned Unit Development, and PUD-4 General Planned District Zoning Districts for One- and Two-Family Housing Uses (First Reading)

18) Informational Material

Board and Commission Appointments and Reappointments

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.

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO BARRETT WALQUIST FOR HIS SERVICE
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE ECONOMIC
DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF WYOMING

WHEREAS:

1. Barrett Walquist has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since June 17, 2019.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Barrett Walquist for his dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment Authority.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO
SIGN AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH JOHN SHAY

WHEREAS:

1. The City Council adopted resolution number 27687 on May 8, 2023, approving an employment agreement for John Shay as City Manager.
2. The Mayor has proposed an amendment to that employment agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Amendment to the Employment Agreement with City Manager John Shay is approved in the form presented to Council as part of this meeting's agenda packet and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried: Yes
 No

I certify that this Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Amendment to Employment Agreement

Resolution No. _____

**CITY OF WYOMING
AMENDMENT TO EMPLOYMENT AGREEMENT – CITY MANAGER**

This is an amendment to the Employment Agreement – City Manager made as of May 9, 2023, (the **Employment Agreement**) between the City as employer and John E. Shay as the employee (**this Amendment**).

1. Additional Vacation. Subsection 5.A of the Employment Agreement is amended to read as follows:

On July 1, 2024, Employee shall be credited with 40 hours of vacation in addition to that which Employee has already accrued and not used. On each January 1 thereafter, Employee shall be credited with 200 hours of vacation.

2. One-Time Payment. Subsection E is added to section 5 to read as follows:

Recognizing Employee's accomplishments during his first year of City employment and anticipating that he will continue to act with such competency and will achieve similar accomplishments during his next year of employment, City will pay Employee a one-time payment on the first paycheck issued in July 2024 equal to 2.5% of Employee's annual base salary as of July 1, 2023, as a one-time payment that will not be added to the base pay for future increases or used in calculation of City contributions to the defined contribution plan, post-retirement health plan, or payout to be made in case of Employee's termination as provided in subsection 7.C. The City will work to create a performance pay plan for Employee for implementation after or as a part of Employee's next annual evaluation.

3. Other Terms. All other provisions of the Employment Agreement are unchanged by this Amendment and remain in effect.

4. Effective Date. This Amendment is effective July 1, 2024.

CITY OF WYOMING

JOHN E. SHAY

By: _____
Kent Vanderwood, Mayor

Date signed: _____, 2024

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form:

Scott G. Smith, City Attorney

Approved by Resolution No. _____, adopted June 3, 2024.

RESOLUTION NO. _____

RESOLUTION TO APPROVE BENTELEER AUTOMOTIVE PLANS FOR
AND USE OF ITS PROPERTY ON SITE 36

WHEREAS:

1. Benteler Automotive plans to purchase and develop 20 acres on the southwest corner of Site 36 l (“Benteler Property”) and the sale will be subject to the provisions in subsections A-F of Article IV of the Site 36 Development Contract dated December 7, 2021, by and among the City of Wyoming, the Wyoming Brownfield Redevelopment Authority (“WBRA”), and the Grantor, *i.e.*, Franklin Site 36, LLC (the “2021 Development Contract”).
2. The referenced site use and development requirements in the 2021 Development Contract were intended to ensure Site 36 is used in a manner compatible with other uses in its vicinity while providing jobs that compensated employees at levels sufficient to support families and with a development plan that enhances the community.
3. Benteler’s planned use of and site plan for the Benteler Property meets those goals with acceptable building facades and finishes, a well landscaped front yard adjacent to Stafford/40th ST, and other development characteristics enhancing its aesthetic qualities and avoiding or minimizing adverse impacts from its operations.
4. Benteler seeks assurances from the city and the WBRA that its use and development of the Benteler Property comply with the 2021 Development Contract and/or that the city and WBRA waive any 2021 Development Contract requirements that Benteler’s planned use and development of the Benteler Property fails to meet.
5. Section 90-433B of the Zoning Ordinance, a part of the Code of Ordinances of the City of Wyoming, Michigan (“City Code”) provides certain development standards applicable to Site 36 but allows the City Council to waive those standards when the development plan meets the objectives of those standards.
6. Benteler’s development plan meets the requirements in that section that 75% of all walls facing a public street be comprised of certain materials. The new development is aesthetically consistent and compatible with adjacent and surrounding properties. Benteler’s entire development will be constructed of pre-cast concrete panels with brick form liner on the front of the building.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council declares that Benteler Automotive’s planned use and development of the Benteler Property as approved by the Planning Commission at its meeting of May 21, 2024, meets the requirements of the 2021 Development Contract and, if anyone later claims that Benteler Automotive’s uses of the Benteler Property and planned development of the property approved by the Planning Commission fail to comply with any requirement(s) of the 2021 Development Contract, the City waives those requirements for development of the Benteler Property in accordance with the uses and plans approved by the Planning Commission.

2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

PC Minutes

Resolution No. _____

STAFF REPORT

Date: May 28, 2024
Subject: Approval of Benteler Automotive development plan
From: Nicole Hofert, Director of Community & Economic Development
Scott Smith, City Attorney
Meeting Date: June 3, 2024

RECOMMENDATION:

Approve Resolution Approving Benteler Automotive Plans for and Use of Its Property on Site 36.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 2 - Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
 - OBJECTIVE 2 - Complete the redevelopment of Site 36

DISCUSSION:

At its meeting on Tuesday, May 21, 2024, the Planning Commission unanimously approved and recommended City Council approval of the site plan for the Benteler Automotive project on the southwest 20 acres of the portion of Site 36 lying south of 36th Street SW and north of Stafford Avenue/40th Street. Under the zoning ordinance provision applicable to this site, City Council approval is required. In addition, under the 2021 Site 36 Development Contract between the city, the Wyoming Brownfield Redevelopment Authority (WBRA), and Franklin Site 36, LLC (the entity that purchased the 75-acre parcel lying south of 36th Street from the WBRA), there are stated development requirements and Benteler seeks assurances from the city and WBRA that its development meets those requirements.

The proposed resolution provides site plan approval and assurances conditions are met.

The WBRA board will also be considering a resolution regarding compliance with the 2021 Site 36 Development Agreement. Benteler Automotive is also working on a Brownfield work plan which will require WBRA board approval.

Project Details

The project is proposed to be a 296,710 square foot facility that is expected to be an assembly location for V801 Ford Transit Van Battery Components. Benteler Automotive has been in the Grand Rapid's region since the early 1980's and has three other locations in Michigan, including one in Wyoming.

The project includes a 278,950 square foot facility and an additional 17,760± square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is granted off of 40th Street/Stafford Avenue and a shared drive off of Buchanan Avenue.

Benteler Automotive anticipates employing approximately 147 employees at this location. The facility will operate on three shifts, five days a week. The estimated investment is \$105 million.

BUDGET IMPACT:

This resolution will not require use of any city funds.

- Parents of young adult children appreciate the ability to offer affordable housing to their children as they launch into the workforce.
- Children of senior parents value the ability to assist their parents through life transitions. Accessory dwelling units allow their parents to age-in-place with their children as caregivers, rather than moving to assisted living facilities.
- Low- and moderate-income households appreciate the income from leasing out accessory dwelling units. The proximity of the rental unit can also hold down property management costs and allow for more comfort for these first-time landlords.

Smith went through the details of the proposed ordinance, including general regulations and dimensional standards. He then provided five examples of how detached accessory dwelling unit standards could be applied to Wyoming properties. Each example was an actual parcel from the City of Wyoming and showed a street view of the home, an aerial of the parcel, the setback standards overlaid on the aerial, and a possible detached ADU that complies with the proposed ordinance. The five examples included a two-family home, a large residential estate, a typical one-family parcel, a substandard one-family parcel with a garage, and a substandard one-family parcel without a garage.

A motion was made by Lamer, supported by Zapata to approve the zoning code amendments and recommend the same to City Council.

Commissioner Zapata expressed her appreciation for the proposed ordinance and her belief that it will benefit the residents of Wyoming.

Commissioner Hall asked whether ADUs require separate utility services. Smith explained that they do not and that is one of the primary differences between an ADU and a duplex.

The motion passed unanimously.

AGENDA ITEM NO.6

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Scannell Properties, Franklin Site 36 LLC)

Hofert said the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land.

Hofert explained that the project is proposed to be a 296,710 square foot facility that is expected to be an assembly location for V801 Ford Transit Van Battery Components. Benteler Automotive has been in the Grand Rapids region since the early 1980's and has three other locations in Michigan, including one in Wyoming.

The project includes a 278,950 square foot facility and an additional 17,760 square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is provided off 40th Street/Stafford Avenue and a shared drive off Buchanan Avenue.

Benteler Automotive anticipates employing approximately 147 employees at this location. The facility will operate on three shifts, five days a week. The estimated investment is \$105 million.

Hofert shared the following staff comments:

Site 36 is a 75-acre former auto plant site. The plant opened in 1936 and GM closed operations in 2009. The city worked with RACER Trust to clean-up the property for redevelopment. The site has a restrictive covenant due to the former auto plant use.

- Environmental- As noted above, the site contains a restrictive covenant. The restrictive covenant restricts certain uses on the site and requires a Vapor Intrusion (VI) system. Scannell is working with EGLE on the approvals for the VI system and other required components. The site also contains a small area of PCB contamination and the applicant is working with the EPA on all necessary approvals.
- Section 90-433B Auto Plant Property Redevelopment – Section 90-433B provides specific requirements for the redevelopment of auto plant properties. A summary of the applicable standards is outlined below:
 - Section 90-433B(6) Architectural/design standards.
 - *The development, redevelopment or improvement of any building(s) located on an auto plant property shall use an architectural style that reflects a common theme or pattern that is aesthetically consistent and is compatible with surrounding properties.*
 - The new development is aesthetically consistent and compatible with adjacent and surrounding properties. This requirement is met.
 - *Buildings of up to 60 feet in height shall be permitted.*
 - The proposed building is 40' tall and meets this requirement.
 - *All walls exposed to public view from a public street or adjacent residential area shall be constructed of not less than 75 percent brick, face brick, stone, cast stone, or other quality materials as determined by the planning commission from finished grade to roof level. High quality materials on other exposed exterior surfaces such as brick, stone, wood or stucco are encouraged.*
 - The building is proposed to be built with pre-cast concrete panels with brick form liner on the front of the building. Pre-cast concrete is generally similar to cast stone and face brick and meets the requirements of this section.
 - Section 90-433B(7) Landscaping standards.

- *A 25-foot-wide minimum greenbelt, landscaped with trees and plantings compatible with surrounding properties, shall be provided along public streets currently abutting or running through an auto plant property.*
 - This condition has been met.
- *A 15-foot-wide minimum landscaped greenbelt shall be provided along all internal streets in accordance with Section 90-328 of this zoning code.*
 - Trees are not currently proposed. Space is limited and staff is supportive of waving this requirement.
 -

Hofert explained that because of the restrictive covenant both EGLE and EPA approvals are required due to a PCB area located on the site. Staff has been working closely with EPA and EGLE and have no concerns at this point.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Site plan review in conformance with the following applicable standards as follows is required:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements. The development includes one approximately 296,710 square foot building.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements. A landscaping plan includes planting areas adjacent to 40th Street/Stafford Avenue.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal,*

alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.

The site is a former auto plant property. It is a brownfield and is currently covered in cracked concrete and other impervious surface. The redeveloped property will include new landscaping per code requirements.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

Adequate drainage and stormwater management has been provided at the site. The developer will connect to the storm sewer provided via the property to the north.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*
Appropriate measures are provided.

- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*

Adequate ingress and egress are provided. The property has two access points: one entry on the east off Buchanan Avenue that is shared with the future developments and another entry off of 40th Street/Stafford Avenue. A shared access agreement will be in place for the shared drive off Buchanan Avenue.

- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*
Appropriate circulation and emergency vehicle access are provided.

- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*
The circulation pattern is sufficient for access. A new shared drive will be constructed at the northern end of the parcel to provide access to Buchanan Avenue.

- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*

There is limited interior pedestrian circulation. The site does have a sidewalk along the front of the property that will connect to the new north-south non-motorized path.

- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*

The proposed use is not expected to have an adverse effect upon existing roads and traffic patterns. The City's Engineering Department reviewed the traffic inflow and outflow projected for this site and determined a TIA is not required for this project.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The proposed development can be served by public services and utilities. A storm water easement is in place on the property to the north to provide access to this site.

- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

All site redevelopment standards will be met.

Hofert said the Development Review Team recommends the Planning Commission grant site plan approval for Benteler Automotive at 3901 Buchanan Avenue SW, subject to conditions 1-12, listed below, and recommend the same to City Council.

- 1.) Site plan approval is contingent upon finalizing the site plan to satisfy all comments (General, Detailed, and Stormwater comments) required by the City of Wyoming Engineering Department.
- 2.) Provide dimensions on building, drive aisles etc.
- 3.) Drive approaches shall be constructed to City of Wyoming standard details.
- 4.) Show existing public utilities through site (40th Street).
- 5.) Provide plan/profile sheets for public watermain.
- 6.) Provide details for site storm sewer and sanitary sewer.
- 7.) Fire Lane no parking signage will be required.
- 8.) Due to the distance of the building from Buchanan Avenue, the building address will need to be changed and approved by the Fire Marshal office and the Assessor office.

- 9.) Once the FDC location is determined, you may need to add an additional fire hydrant.
- 10.) Knox Fire Access systems will be required.
- 11.) Must meet all fire codes through full plan review process.
- 12.) The developer shall provide copies of the shared drive easement to the City.

Michael Conzemius, representing Scannell Properties from Minnesota, has been working on the project for five months and they have been working to address issues on site with EPA and EGLA. Also coordinating with other tenants at Site 36 and working with the Fire Department.

Becky Page, representing Holland Engineering as the civil engineer on the project, stated that staff parking will be located in the front of the building. The development team has met with the Fire Marshall to discuss the access through the property and will continue to have conversations as the project advances. They are requesting a waiver to have a 10' buffer instead of 15' along the east property line. Fencing is proposed along the facility for security purposes. They are working with other developers of Site 36 to come to an agreement in regards to utilities. They plan to use much of the existing concrete on site for fill.

A motion was made by VanDuren, supported by Lamer to grant site plan approval for Benteler Automotive at 3901 Buchanan, subject to conditions 1 through 12, and recommend the same to council.

A vote on the motion carried out unanimously.

AGENDA ITEM NO. 7

Request for site plan approval for Bayberry Farms at 2520 56th St (Section 33) (P.S. Equities Inc, Bayberry Farms Town Homes LLC)

Smith explained that the site is zoned PUD-1 Low Density Planned Unit Development and outlined the various uses of the surrounding land.

Smith said that the applicant proposes to construct 4 new buildings to provide 12 ranch-style units in Bayberry Farms. These two parcels already include 16 similar units as well as a large 3-story building containing 64 apartment-style units. These additional units will be owned by the same entity that owns the other units on the site. Demand for senior housing continues to grow in Wyoming and this application is driven by the competitive market for senior housing units.

The applicant acknowledges that infrastructure improvements are necessary to accommodate these additional units. Proposed improvements include extending public sanitary sewer and water services to the new buildings. The storm sewer system will also be improved and a bypass culvert is proposed to deal with flooding concerns.

PROJECT NARRATIVE

Benteler Automotive – New Facility
Southwest Portion of Site 36 – 300 36th Street
City of Wyoming, Kent County, Michigan
April 25th, 2024

Background:

The site is approximately 20± acres on the southwesterly portion of Site 36 located at 300 36th Street in the City of Wyoming, Kent County, Michigan along the 40th Street / Stafford Avenue frontage. The building from the previous use has been removed, however, there are existing concrete pavement, railroad spurs, and a few smaller buildings remaining onsite. The site is contaminated and includes a small area of PCB contamination.

The property is zoned I-2 General Industrial zoning district. There are existing railroad tracks located west of the site, adjacent industrial zoning and uses will be located north and east of the site, and residential along the south side of 40th Street / Stafford Avenue. The site is relatively flat and drains unretained to an existing storm sewer system onsite before discharging to the City's storm sewer system in 36th Street.

Site Demolition:

The existing buildings onsite are proposed to be removed. The existing concrete pavement is proposed to be removed and crushed onsite to be utilized as stone fill for the proposed improvements. All other utilities and site improvements will be abandoned in place or removed as necessary for the proposed site improvements with special attention given to minimize the disturbance of the existing soils and keeping the PCB contamination area capped in place.

Proposed Use & Site Improvements:

The proposed development includes a new facility onsite Site 36 for Benteler Automotive which will be the fourth location in Michigan. Benteler Automotive has been located within Grand Rapids region since the early 1980's and has now been awarded the V801 Ford Transit Van Battery Components that is proposed to be assembled at this new location. Operations will include production of the battery trays, tray covers, and charging modules weldment (mega brace). These operations will require using different steel joining processes like MIG and spot welding, gluing, and riveting to assemble all the single parts to make a complete assembly. The facility is also proposed to include a paint line to coat the products that are being produced. Benteler Automotive anticipates approximately 147± employees for this location when this facility is in full production, working a normal shift model of three (3) shifts, five (5) days a week. The current planned investment in this location from 2024-2026 is over 105 million dollars.

The proposed site improvements include an approximately 278,950± square foot facility with an additional 17,760± square foot single story office area and will also include adjacent parking, loading area, traffic circulation, and fire lanes. The staff parking area is proposed to be located off 40th Street / Stafford Avenue, while the loading docks are proposed to be located on the westerly portion of the site adjacent to the railroad property.

Parking:

Based on the City's parking requirements, one (1) parking space per 400 square foot of office space and one (1) parking space per 2,000 square foot of manufacturing space is required, which results in an overall parking requirement of approximately 185 parking spaces for the proposed building. The City allows up to a 25% reduction in parking, which would allow for a revised required parking amount of 139 parking spaces.

The facility will include automated practices, which results in less parking needed to run the factory. Based on other facilities, Benteler Automotive anticipates that they will need approximately 120 to 130± parking spaces for facility. As a result, 136 parking spaces are proposed. Since the proposed parking is less than the 139 minimum parking spaces required, we are requesting a waiver from the City to allow for the parking count proposed as part of this development. Should additional spaces be needed, parking could be added south of the parking lot in the future.

Cul-de-Sac Drive & Truck Traffic:

A cul-de-sac drive is proposed to be extended to the northeast corner of the site as part of the development of Site 36. This cul-de-sac road will provide secondary access and will be utilized for trucking. Benteler Automotive anticipates about 25± trucks per day.

The cul-de-sac road and road agreement are currently in the design process by Franklin Partners. Scannell Properties and Benteler Automotive are working with Franklin Partners and the other of the tenants of Site 36 to determine roles and responsibilities to construct the private cul-de-sac road off Buchanan Avenue into the development. Once the parties involved have worked through the details of the road agreement and design, the necessary documents and drawings will be provided to the City for review and approval. Any easements associated with the cul-de-sac roadway are preliminary and may be revised upon receiving the finalized design.

Driveways:

A new driveway is proposed to be located off of 40th Street / Stafford Avenue to provide access to the proposed parking area. A right-of-way permit will be acquired from the City of Wyoming for the proposed driveway.

Pedestrian Connectivity:

Concrete sidewalk is proposed along the 40th Street / Stafford Avenue frontage. This concrete sidewalk will connect, in the future, to the concrete sidewalk in front of the parcel to the east along 40th Street, then northerly along Buchanan Avenue to the sidewalk along 36th Street, which will be utilized to access the new City marketplace on the north side of 36th Street.

Fire Lane & Fire Protection:

Based on our review with the City's Fire Department, fire lanes will be provided along the north, west, and east sides of the site. The fire lane along the east side of the site will be a 26-foot-wide fire lane for an aerial fire apparatus, while a portion of the fire lane along the west will be reduced to 20-feet wide. Fire truck turnarounds are included at the ends of these fire lanes, which have been designed for fire truck turning movements.

Dumpster / Recycle Area:

The dumpster / recycling area is proposed to be located along the west side of the building, south of the loading docks and overhead door. This area is proposed to include 6-inch concrete pavement. Based on this location, the building and exterior fence will provide screening from public view and, therefore, an enclosure is not proposed. It is requested that this dumpster / recycle area be allowed along the side yard of the site, as it is currently located adjacent to the railroad rights-of-way, which allows it to be screened from public view and other adjacent developments.

Proposed Sanitary Service:

A sanitary service lateral is proposed to be extended to the new facility from the existing sanitary sewer main located in 40th Street. The sanitary service and connection will be coordinated with the City and will be installed in accordance with the City's standards and requirements.

Proposed Watermain & Water Services:

An 8-inch public watermain will be extended along the length of the cul-de-sac road to the site. An 8-inch public watermain is proposed to be extended from this new watermain along the easterly side of the site to connect at 40th Street. In addition, an 8-inch public watermain will also be extended along the north and west sides of the site and is proposed to connect to the watermain located on the southerly portion of the site adjacent to Stafford Avenue. This public watermain will be designed in accordance with the City's standards and requirements and will be submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for permitting.

Although a fire service and domestic water service will be needed for the proposed facility, the proposed connection location(s) and size(s) are not known at this time and will be added to the design drawings in the future. These service connections will be coordinated with the City and installed in accordance with their standards and requirements.

Grading & Storm Water Management:

The building finished floor elevation is proposed to be located at 678.50-feet. The drives adjacent to the building have been designed to drain away from the building and collected within a storm sewer system. The parking lot will also be graded to drain to the proposed catch basins and collected in a storm sewer system.

Since the site is an existing contaminated site, onsite stormwater management storage and design infiltration is not allowable. As part of the Site 36 development, a storm sewer system will be extended from an outlet to the 36th Street storm sewer system, southerly along the westerly portion of the Corewell Health property to the north property line of the Benteler Automotive development. This storm sewer will also be extended easterly along the north property line to the proposed cul-de-sac drive for the future connection from the development to the east of Benteler Automotive.

The proposed storm sewer system on the Benteler Automotive site will be treated for water quality, in accordance with the City's standards and requirements, and connected to the storm sewer system provided to the site.

Landscaping & Buffers:

The proposed landscaping has been designed in accordance with the City's zoning ordinance and the Site 36 Development Contract. In accordance with the Site 36 Development Contract, an undulating 4-foot-high berm with three (3) trees per 50-feet of property is proposed along the 40th Street / Stafford Avenue frontage. Per the City's zoning ordinance requirements, a landscape island with a tree is required for every fifty (50) parking spaces, which results in the need for three (3) additional trees.

As an Auto Plant Property Development, a 15-foot-wide landscaped greenbelt is required to be provided along all internal streets. A waiver is being requested to reduce this required landscape buffer along the east property line to be 10-feet instead of the required 15-feet. The shape of the building is the most efficient for the development needs of Benteler Automotive. With the fire lane requirements and PCB area that cannot be disturbed, the site does not provide the flexibility to shift the layout to the west to provide this full 15-foot-wide buffer. Since the greenbelt is proposed to be reduced to 10-feet along the east property line, a row of evergreen trees is provided to the front façade to provide some additional screening to the visibility of the residential community located on the south side of 40th Street.

Lighting:

The proposed onsite lighting will be designed in accordance with the City's zoning ordinance. Lighting will be directed downward and away from adjacent properties. A lighting plan will be provided later and coordinate with City staff for review.

For additional information, please refer to the project drawings.

BENTELER AUTOMOTIVE NEW FACILITY

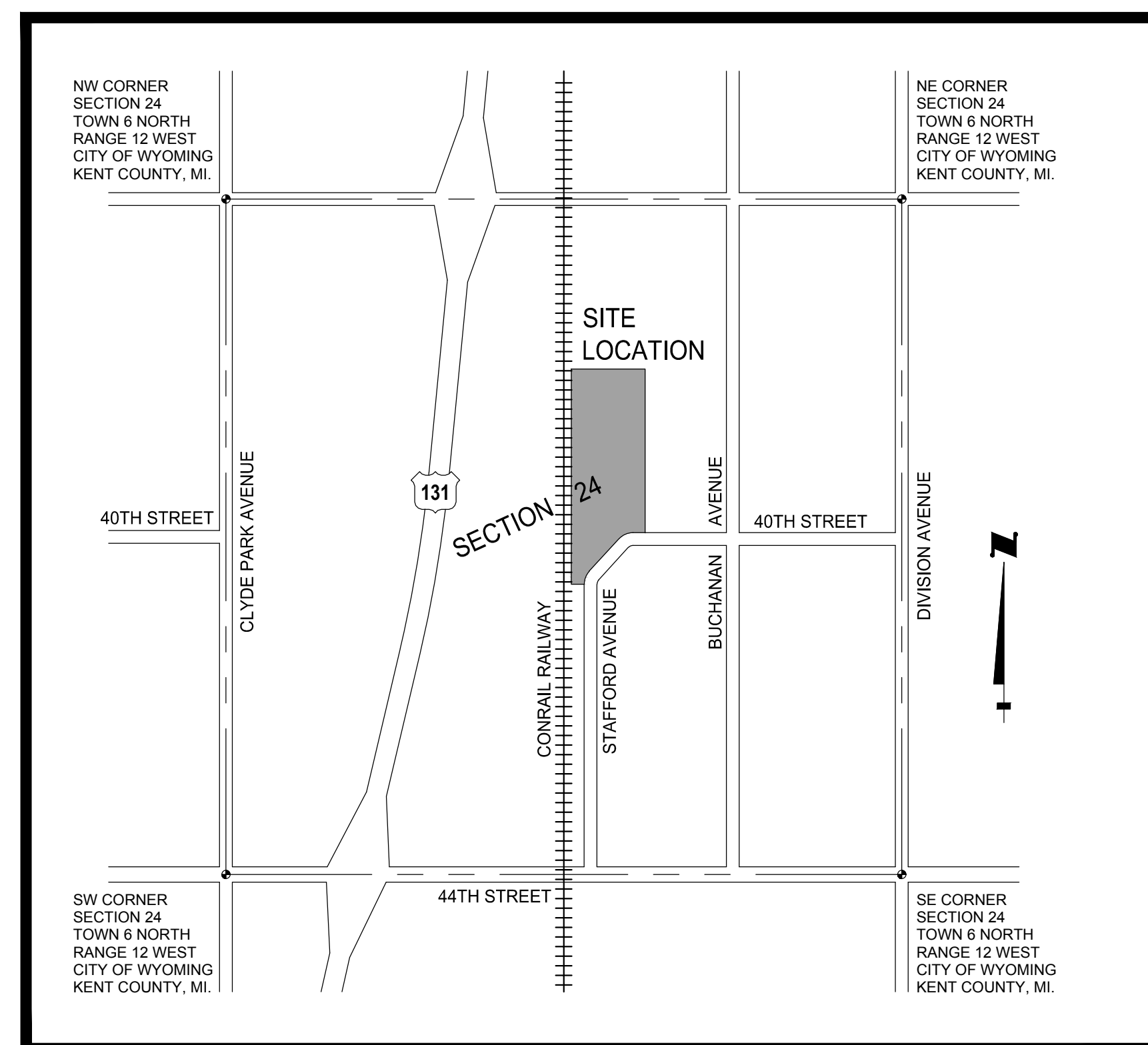
SW PORTION OF SITE 36

300 36TH STREET SW
WYOMING, MI 49548

ZONING

ZONE I-2 (GENERAL INDUSTRIAL DISTRICT)

SETBACKS:	
FRONT YARD	25 FEET MIN.
SIDE YARD	10 FEET MIN.
REAR YARD	30 FEET MIN.
BLDG HEIGHT (SITE 36)	60 FEET MAX.
LOT COVERAGE	50% MAX.



LOCATION MAP NOT TO SCALE

TABLE OF CONTENTS

SHEET G-100	COVER SHEET
SHEET CD-101	CIVIL DEMOLITION PLAN
SHEET C-101	SITE LAYOUT PLAN
SHEET C-102	FIRE APARATUS PLAN
SHEET C-201	GRADING & DRAINAGE PLAN
SHEET C-301	SITE UTILITY PLAN
SHEET C-501	GENERAL DETAILS
SHEET C-502	GENERAL DETAILS
SHEET L-101	LANDSCAPE PLANTING PLAN

LEGAL DESCRIPTION (SW PORTION SITE 36)

PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S00°46'25"E 1476.74 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE N89°50'06"E 37.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°50'06"E 678.50 FEET; THENCE S00°49'32"E 1161.50 FEET; THENCE N88°29'53"W 249.67 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 40TH STREET; THENCE S46°40'07"W 46.67 FEET; THENCE N88°22'09"W 9.30 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE SOUTHWESTERLY 37.05 FEET ALONG A 165.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 12°51'56", AND A CHORD BEARING S48°12'05"W 36.97 FEET ALONG THE WESTERLY LINE OF STAFFORD AVENUE; THENCE S41°46'07"W 243.88 FEET ALONG SAID WESTERLY LINE; THENCE SOUTHWESTERLY 117.19 FEET ALONG A 290.59 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 23°06'27", AND A CHORD BEARING S30°12'44"W 116.40 FEET ALONG SAID WESTERLY LINE; THENCE N88°29'53"W 132.40 FEET; THENCE N00°49'32"W 1488.46 FEET ALONG THE EASTERLY LINE OF CONRAIL RAILWAY RIGHT-OF-WAY TO THE POINT OF BEGINNING. CONTAINS 20.01 ACRES. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



Know what's below.
Call before you dig.

LEGEND

	SECTION CORNER		UNDERGROUND GAS
	SITE BENCHMARK		UNDERGROUND ELECTRIC
	SOIL BORING		UNDERGROUND TELEPHONE
	FOUND STEEL BAR		CHAIN LINK FENCE
	FOUND IRON PIPE		MINOR CONTOUR
	SET STEEL BAR		INDEX CONTOUR
	MANHOLE		ASPHALT
	CATCHBASIN		CONCRETE
	HYDRANT		GRAVEL
	WATER VALVE		
	UTILITY POLE		
	LIGHT POLE		
	CLEANOUT		
	DECIDUOUS TREE		

HOLLAND
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220 Hoover Boulevard
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The Surveyor's / Engineer's liability for any errors or omissions in this drawing shall be limited to those arising out of the Surveyor's / Engineer's negligence, gross negligence, or willful misconduct. Warranties or representations shall not be made in an amount no greater than the service fee.

SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548

PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

Issued for:	No.	Date
Description CITY OF WYOMING SITE PLAN REVIEW	A	04/18/2024
	B	04/25/2024
REVISIONS PER CITY COMMENTS & RESUBMITTED		

Project Manager
Rebecca K. Page, P.E.

Vertical Datum NAVD 88 Horiz. Datum LOCAL

Drawn by
Jeremy D. Borgman

Checked by
Survey Date

Civil

Struc.

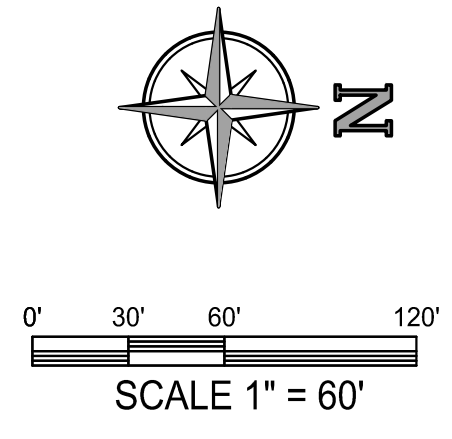
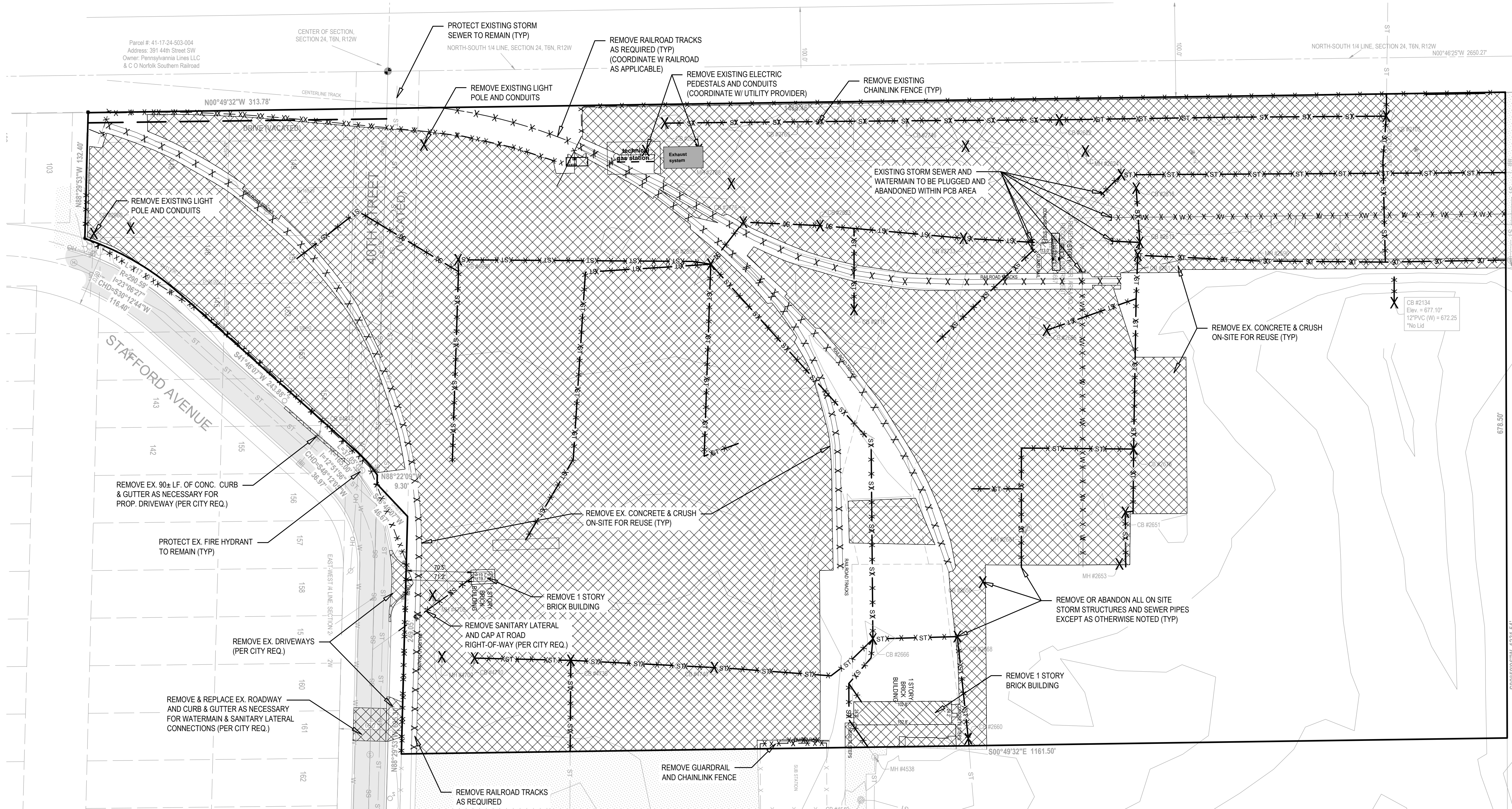
L. A.

HEI Project Number
24-03-004

Sheet Title
COVER SHEET

Sheet No.
G-100

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION.



Parcel #: 41-17-24-003-004
Address: 391 44th Street SW
Owner: Pennsylvania Lines LLC
& C O Norfolk Southern Railroad

CENTER OF SECTION,
SECTION 24, T6N, R12W

PROTECT EXISTING STORM
SEWER TO REMAIN (TYP)

REMOVE RAILROAD TRACKS
AS REQUIRED (TYP)
(COORDINATE W RAILROAD
AS APPLICABLE)

REMOVE EXISTING ELECTRIC
PEDESTALS AND CONDUITS
(COORDINATE W/ UTILITY PROVIDER)

REMOVE EXISTING
CHAINLINK FENCE (TYP)

REMOVE EXISTING LIGHT
POLE AND CONDUITS

REMOVE EXISTING LIGHT
POLE AND CONDUITS

EXISTING STORM SEWER AND
WATERMAIN TO BE PLUGGED AND
ABANDONED WITHIN PCB AREA

REMOVE EX. CONCRETE & CRUSH
ON-SITE FOR REUSE (TYP)

REMOVE EX. 90± LF. OF CONC. CURB
& GUTTER AS NECESSARY FOR
PROP. DRIVEWAY (PER CITY REQ.)

REMOVE EX. CONCRETE & CRUSH
ON-SITE FOR REUSE (TYP)

PROTECT EX. FIRE HYDRANT
TO REMAIN (TYP)

REMOVE 1 STORY
BRICK BUILDING

REMOVE OR ABANDON ALL ON SITE
STORM STRUCTURES AND SEWER PIPES
EXCEPT AS OTHERWISE NOTED (TYP)

REMOVE EX. DRIVEWAYS
(PER CITY REQ.)

REMOVE SANITARY LATERAL
AND CAP AT ROAD
RIGHT-OF-WAY (PER CITY REQ.)

REMOVE 1 STORY
BRICK BUILDING

REMOVE & REPLACE EX. ROADWAY
AND CURB & GUTTER AS NECESSARY
FOR WATERMAIN & SANITARY LATERAL
CONNECTIONS (PER CITY REQ.)

REMOVE RAILROAD TRACKS
AS REQUIRED

REMOVE GUARDRAIL
AND CHAINLINK FENCE

DEMO LEGEND

- RAILROAD REMOVAL
- UTILITY / FENCE REMOVAL
- STRUCTURE REMOVAL
- CONCRETE / PAVEMENT REMOVAL

- CIVIL DEMOLITION NOTES:**
- THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
 - SEE BOUNDARY AND TOPOGRAPHIC SURVEY SHEET FOR PROPERTY, EASEMENT, BENCHMARK, ETC. INFORMATION.
 - LOCATION OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON SURFACE EVIDENCE AND RECORD INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
 - DURING CONSTRUCTION, CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER. THE PAVED ROADWAY SHALL BE SWEEPED CLEAN AS NEEDED, BUT AT LEAST ONCE A WEEK.
 - CONTRACTOR SHALL PROVIDE BARRIERS, AS NECESSARY, TO PREVENT PEDESTRIAN AND VEHICULAR TRAFFIC FROM ENTERING THE CONSTRUCTION SITE.
 - CALL MSS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
 - REMOVAL ITEMS ARE SHOWN BASED ON BEST AVAILABLE INFORMATION AND ARE SHOWN SCHEMATICALLY. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO VERIFY THE EXTENT OF WORK REQUIRED.
 - REMOVE ALL STRUCTURES, CONCRETE CURB, CONCRETE PAVING, ASPHALT PAVING, TREES, STUMPS, UTILITIES, AND OTHER EXISTING SITE FEATURES WITHIN THE LIMITS OF DEMOLITION. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE NOTED AND DISPOSED OF IN A MANNER ACCEPTABLE TO THE LOCAL AUTHORITY HAVING JURISDICTION.
 - ALL UTILITY LINES SHOWN 'X' OUT SHALL BE PHYSICALLY REMOVED ALONG WITH STRUCTURES AND APPURTENANCES. CONTRACTOR SHALL CONFIRM UTILITY LINES REMOVED WILL NOT IMPACT UTILITIES TO REMAIN.
 - ALL REMOVALS OF PAVEMENT, CONCRETE, CURB AND GUTTER, ETC. SHALL BE PERFORMED TO THE NEXT JOINT BEYOND THE LIMITS OF REMOVAL. ALL REMOVALS SHALL BE PERFORMED BY SAWCUTTING.
 - PROTECT ALL TREES AND SHRUBS NOT SCHEDULED FOR REMOVAL. DO NOT OPERATE EQUIPMENT, STORE, STOCKPILE, OR PARK WITHIN DRIP LINE. HOLD NECESSARY DISTURBANCE TO A MINIMUM.
 - ALL TREE STUMPS SHALL BE REMOVED TO BELOW GRADE BY EITHER GRINDING OR COMPLETE REMOVAL IN ALL CASES NO WOODCHIPS AND/OR STUMPS SHALL BE LEFT IN PLACE.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL UTILITIES REMOVALS WITH PROPERTY OWNER AND UTILITY PROVIDER.
 - ALL WORK IN ROAD RIGHTS OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH MDOT, KENT COUNTY ROAD COMMISSION, AND CITY OF WYOMING.
 - AS RECORDED PER INSTRUMENT #20170831-0073657, THIS SITE IS PART OF A DECLARATION OF RESTRICTIVE COVENANTS PER MDOE REFERENCE NO. RC-RRD-201-17-006, PART 201 SITE IDENTIFICATION NUMBER: 41000115; USEPA SITE IDENTIFICATION NUMBER: MID00020408; MDOE APPROVAL DATE: MARCH 9, 2017. ALL SITE RESTORATION SHALL BE COMPLETED IN COMPLIANCE WITH THESE RESTRICTIVE COVENANTS AND THE ENVIRONMENTAL WORK PLAN APPROVED FOR THE PROJECT.
 - SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

HOLLAND
ENGINEERING

220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-9938 F 616-392-2116

The Surveyor's / Engineer's liability for any errors or omissions arising out of the Surveyor's / Engineer's negligence, gross misconduct, warranties or misrepresentations shall not be limited to the amount no greater than the service fee.

BENTELER AUTOMOTIVE
SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
3000 36TH STREET SW
WYOMING, MI 49548

PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

No.	Description	Issued for:	
		A	B
1	CITY OF WYOMING SITE PLAN REVIEW		
2	CITY OF WYOMING COMMENTS & RESUBMITTED		
3	REVISED PER CITY COMMENTS & RESUBMITTED		

Project Manager
Rebecca K. Page, P.E.

Vertical Datum
NAVD 88

Horz. Datum
LOCAL

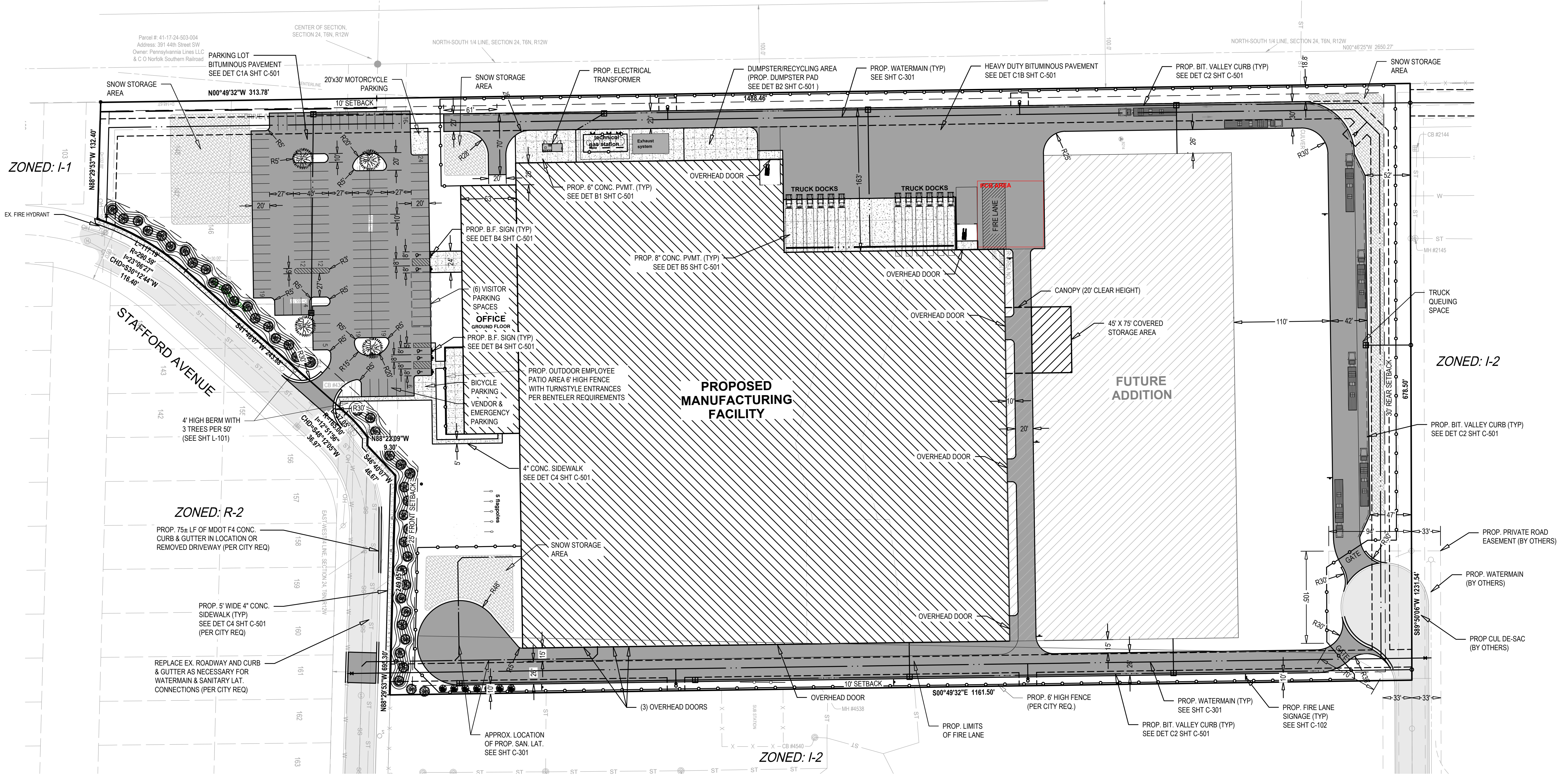
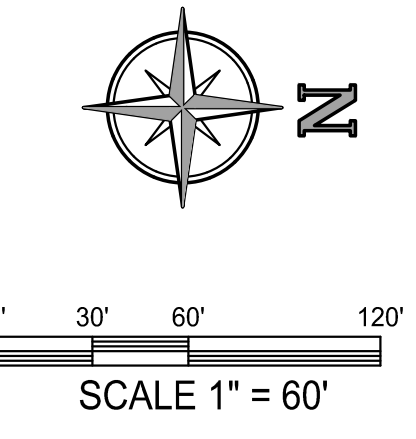
Drawn by
Jeremy D. Borgman

Checked by	Date
Survey	.
Civil	.
Struc.	.
L. A.	.

HEI Project Number
24-03-004

Sheet Title
CIVIL DEMOLITION

Sheet No.
CD-101



LOT SUMMARY

TOTAL LOT AREA: 871,587 SQ FT (20,009 ACRES)
 * LOT BOUNDARY DOES NOT CONTAIN ANY PUBLIC RIGHT-OF-WAY
 PROPOSED LOT COVERAGE
 296,710 / 871,587 = 34%
 FUTURE LOT COVERAGE
 435,790 / 871,587 = 50%

ZONING

ZONE I-2 (GENERAL INDUSTRIAL DISTRICT)
 SETBACKS:
 FRONT YARD 25 FEET MIN.
 SIDE YARD 10 FEET MIN.
 REAR YARD 30 FEET MIN.
 BLDG HEIGHT (SITE 36) 60 FEET MAX.
 LOT COVERAGE 50% MAX.

PARKING

INDUSTRIAL ESTABLISHMENT (MANUFACTURING, RESEARCH, ETC.)
 GREATER OF:
 1 PER 1.5 EMPLOYEES IN LARGEST SHIFT = 70 EMPLOYEES / 1.5 = 70 / 1.5 = 47 SPACES
 OR
 1 PER 2,000 SQ FT OF GROSS FLOOR AREA = 278,950 / 2,000 = 140 SPACES
 PLUS OFFICE USE:
 1 PER 400 SQ FT. OF GROSS FLOOR AREA = 17,760 / 400 = 45 SPACES
 TOTAL REQUIRED: 140 + 45 = 185 SPACES
 REDUCED SPACES (25% REDUCTION) = 139 SPACES
 SPACES PROVIDED = 136 SPACES INCLUDING 5 BARRIER FREE

LAYOUT & UTILITY NOTES:

- THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
- SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
- CALL MISS DGS AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
- CONTRACTOR SHALL CONTACT ENGINEER IF ANY DISCREPANCIES ARE DETERMINED BETWEEN SITE LAYOUT DIMENSIONS AND ACTUAL SITE CONDITIONS.
- COORDINATE ALL UTILITY CONSTRUCTION WITH UTILITY PROVIDER, AS REQUIRED.
- CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
- ALL SANITARY SEWER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF WYOMING STANDARDS & SPECIFICATIONS.
- ALL WATERMAIN, WATER SERVICES, AND FIRE PROTECTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF WYOMING STANDARDS & SPECIFICATIONS.

10. ALL WORK WITHIN THE PUBLIC ROAD RIGHT-OF-WAY WILL REQUIRE A PERMIT AND OR APPROVAL FROM THE CITY OF WYOMING AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THEIR STANDARDS & SPECIFICATIONS.

- COORDINATE ALL SIGNAGE REMOVAL AND RELOCATION WITHIN THE RIGHT-OF-WAY WITH THE CITY OF WYOMING.
- SITE CONTRACTOR RESPONSIBLE TO CONNECT EXISTING AND PROPOSED BUILDING TO WATER SERVICE AND SANITARY SEWER LATERAL. REFER TO PLUMBING PLANS FOR CONNECTION LOCATION AND DETAILS.
- REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS. BUILDING SHALL BE STAKED BASED ON FOUNDATION PLAN. CONTRACTOR SHALL NOTIFY ENGINEER IF THERE ARE DISCREPANCIES BETWEEN THE BUILDING AND SITE DRAWINGS.
- ON-SITE LIGHTING SHALL DIRECTED DOWNWARD AND AWAY FROM ADJACENT PROPERTIES AS REQUIRED PER THE CITY OF WYOMING ZONING ORDINANCE.
- SITE SIGNAGE SHALL MEET THE STANDARDS AND REQUIREMENTS OF THE CITY OF WYOMING ZONING ORDINANCE. A SIGN PERMIT SHALL BE ACQUIRED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE TO MEETING THE STANDARDS AND REQUIREMENTS OF THE LOCAL NOISE ORDINANCE FOR ALL CONSTRUCTION PRACTICES.
- AS RECORDED PER INSTRUMENT #20170831-0073657, THIS SITE IS PART OF A DECLARATION OF RESTRICTIVE COVENANTS PER IDEO REFERENCE NO. RC-RSD-2011-006, PART 201 SITE IDENTIFICATION NUMBER: 41000115, USEPA SITE IDENTIFICATION NUMBER: MID00802608, IDEO APPROVAL DATE: MARCH 3, 2017. ALL SITE RESTORATION SHALL BE COMPLETED IN COMPLIANCE WITH THESE RESTRICTIVE COVENANTS AND THE ENVIRONMENTAL WORK PLAN APPROVED FOR THE PROJECT.
- SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

HOLLAND ENGINEERING
 220 Hoover Boulevard
 Holland, Michigan 49423-3766
 www.hollandengineering.com
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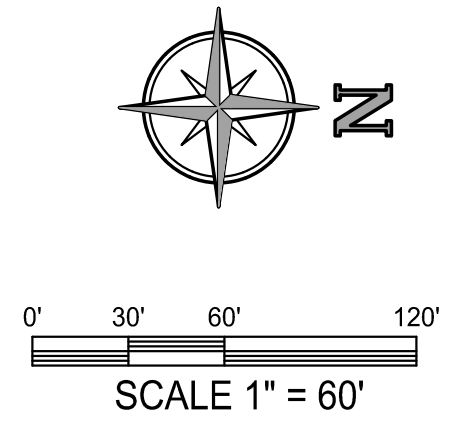
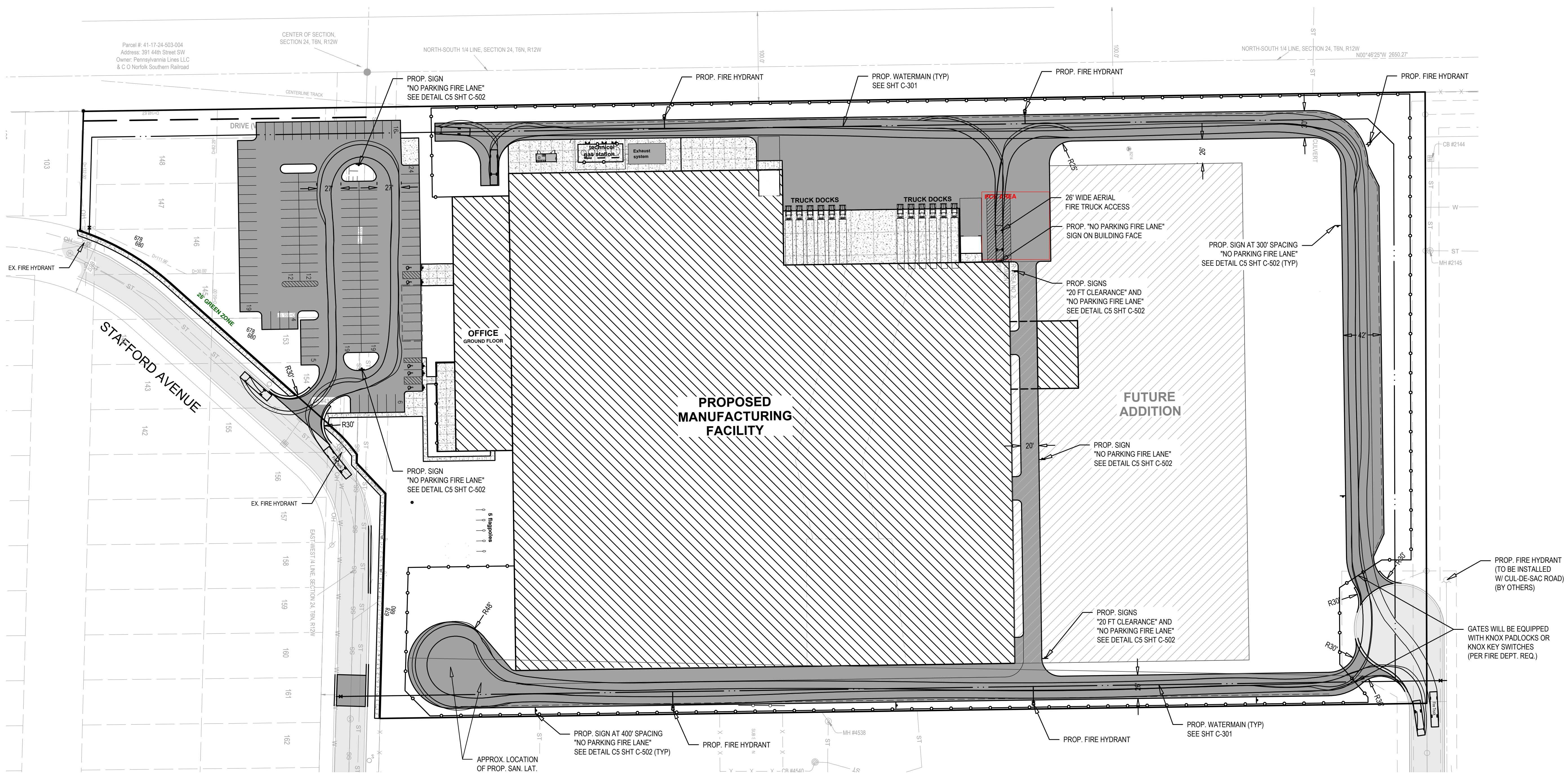
SCANNELL PROPERTIES
 ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
 300 36TH STREET SW
 WYOMING, MI 49548
 PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
 CITY OF WYOMING, KENT CO., MICHIGAN

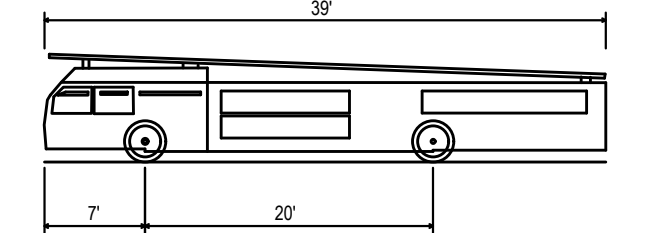
Issued for:	
No.	Description
A	NO. 1 PLAN REVIEW
B	REVISED PER CITY COMMENTS & RESUBMITTED
Date	
04/18/2024	CITY OF WYOMING SITE PLAN REVIEW
04/25/2024	REVISED PER CITY COMMENTS & RESUBMITTED

Project Manager
Rebecca K. Page, P.E.
 Vertical Datum NAVD 88
 Horiz. Datum LOCAL
 Drawn by
Jeremy D. Borgman
 Checked by
 Surveyed by
 Civil
 Struct.
 L. A.
 HEI Project Number
24-03-004
 Sheet Title

SITE LAYOUT PLAN
 Sheet No. **C-101**



AERIAL FIRE TRUCK DIAGRAM



OVERALL LENGTH	39'-0"
OVERALL WIDTH	8'-2"
OVERALL BODY HEIGHT	7'-6"
MIN BODY GROUND CLEARANCE	9"
TRACK WIDTH	8'-2"
LOCK-TO-LOCK TIME	5 sec
MAX WHEEL ANGLE	45°

*NOTE: FIRE LANE SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH CITY'S FIRE DEPARTMENT REQUIREMENTS.

The Surveyor's / Engineer's liability for any errors or omissions in this plan shall not be limited to those arising out of the Surveyor's / Engineer's negligence, gross negligence, or willful misconduct. Warranties or representations shall not be made in an amount greater than the service fee.

BENTELER AUTOMOTIVE SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548

PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

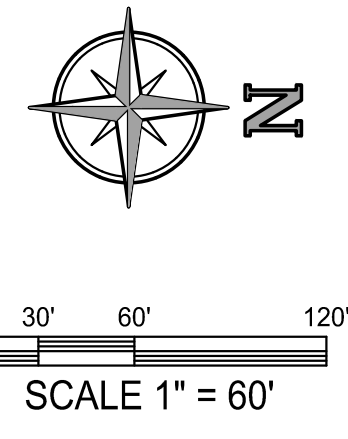
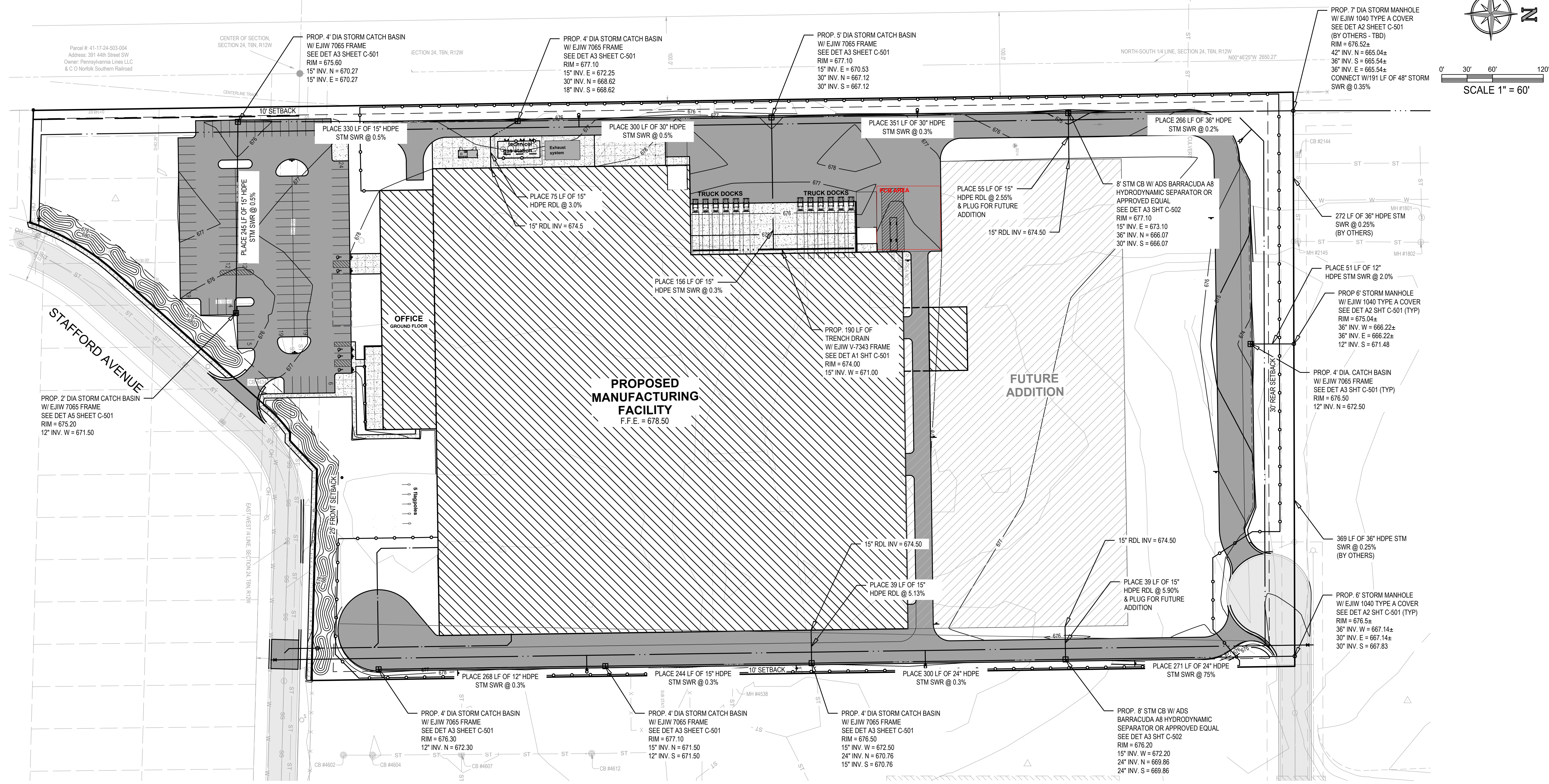
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Project Manager	
Rebecca K. Page, P.E.	
Vertical Datum	Horz. Datum
NAVD 88	LOCAL
Drawn by	
Jeremy D. Borgman	
Checked by	Date
Survey	.
Civil	.
Struc.	.
L. A.	.

HEI Project Number
24-03-004

Sheet Title
FIRE APARATUS PLAN

Sheet No.
C-102



- GRADING & STORM SEWER NOTES:**
1. THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
 3. SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
 4. CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
 5. CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
 6. ALL WORK WITHIN THE RIGHT-OF-WAY WILL REQUIRE A PERMIT AND OR APPROVAL FROM CITY OF WYOMING AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THEIR STANDARDS & SPECIFICATIONS.
 7. STORM WATER MANAGEMENT SYSTEM AND GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF WYOMING STORM WATER ORDINANCE.
 8. SITE CONTRACTOR RESPONSIBLE TO CONNECT STORM / ROOF WATER TO STORM DRAIN AS SHOWN. REFER TO PLUMBING PLANS FOR CONNECTION TO THE BUILDING AND DETAILS.
 9. SITE SHALL BE GRADED WITH SMOOTH CONTOURS IN ALL AREAS OF DISTURBANCE AND GRADED TO SLOPE AWAY FROM THE EXISTING AND PROPOSED BUILDINGS AND SIDEWALKS.
 10. ALL STORM SEWER PIPING SHALL BE ADS N-12, HANCOR HI-Q OR APPROVED EQUIVALENT POLYETHYLENE (PE) PLASTIC PIPE AND FITTINGS, UNLESS OTHERWISE NOTED. WHERE SPECIFIED IN THE PLANS, CONCRETE CLASS IV PIPE WITH RUBBER GASKETS IS REQUIRED.
 11. SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

HOLLAND ENGINEERING
 220 Hoover Boulevard
 Holland, Michigan 49423-3766
 www.hollandengineering.com
 T 616-392-9938 F 616-392-2116

The Surveyor's / Engineer's liability for any errors or omissions in this plan shall not be limited to those arising out of the Surveyor's / Engineer's negligence, gross negligence, or willful misconduct. Warranties or representations shall not be made in excess of the amount no greater than the service fee.

BENTELER AUTOMOTIVE SCANNELL PROPERTIES
 ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
 300 36TH STREET SW
 WYOMING, MI 49448
 PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
 CITY OF WYOMING, KENT CO., MICHIGAN

Issued for:	
No.	Description
A	CITY OF WYOMING SITE PLAN REVIEW
B	REVISED PER CITY COMMENTS & RESUBMITTED

Project Manager
 Rebecca K. Page, P.E.

Vertical Datum Horiz. Datum
 NAVD 88 LOCAL

Drawn by
 Jeremy D. Borgman

Checked by Date
 Survey . .

Civil . .

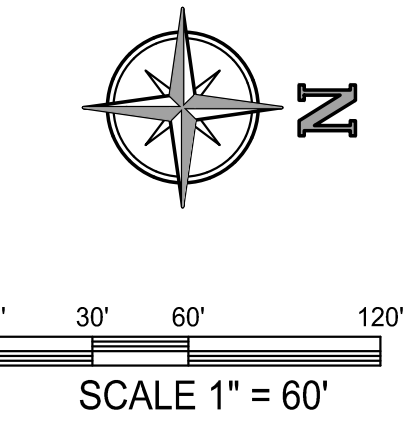
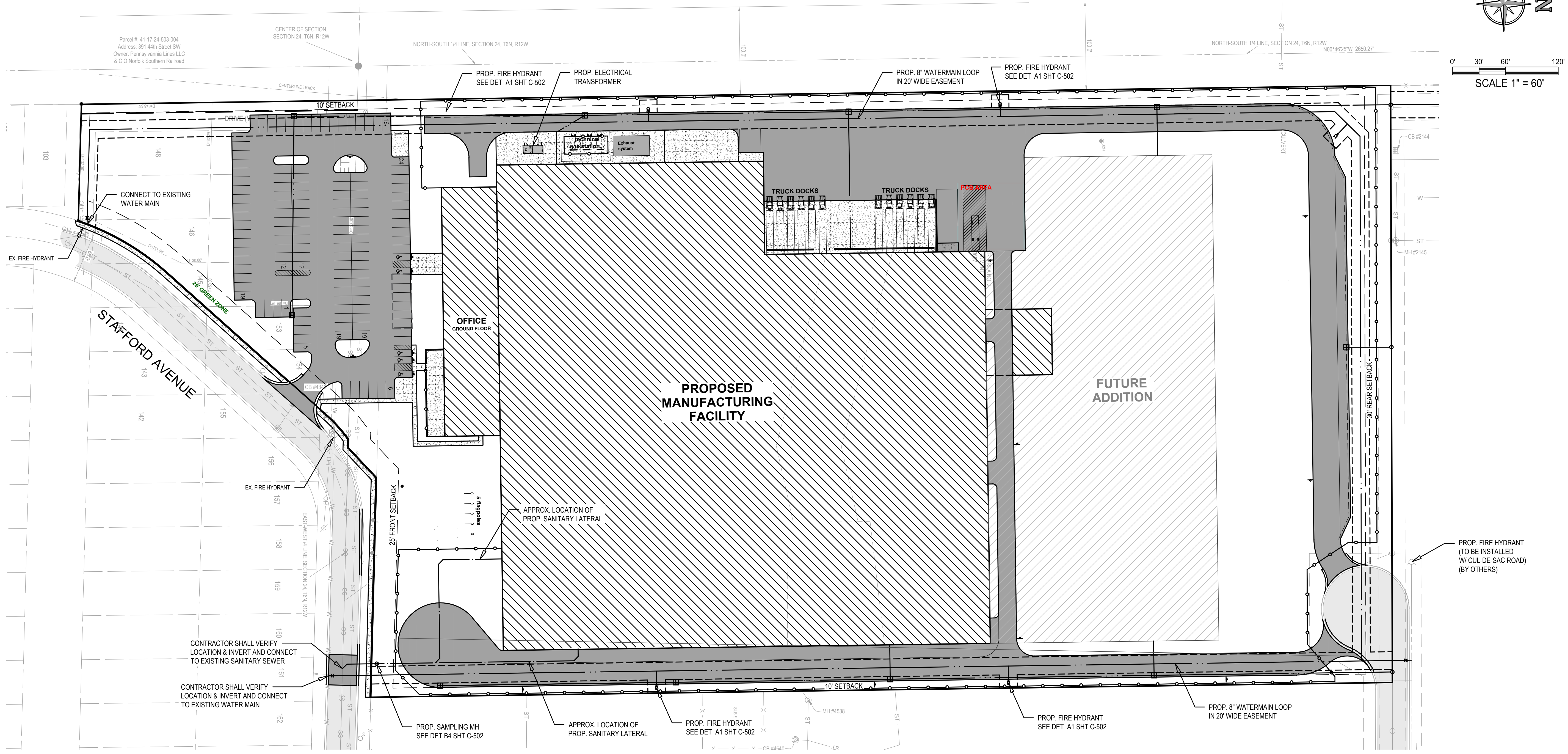
Struc. . .

L. A. . .

HEI Project Number
 24-03-004

Sheet Title
GRADING & DRAINAGE PLAN

Sheet No.
C-201



HOLLAND
ENGINEERING

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Holland, Michigan 49423-3766
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SCANNELL PROPERTIES

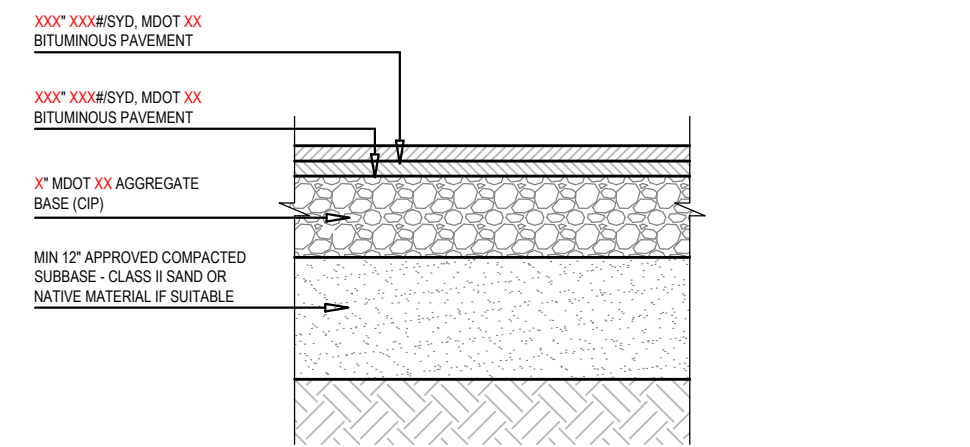
ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548

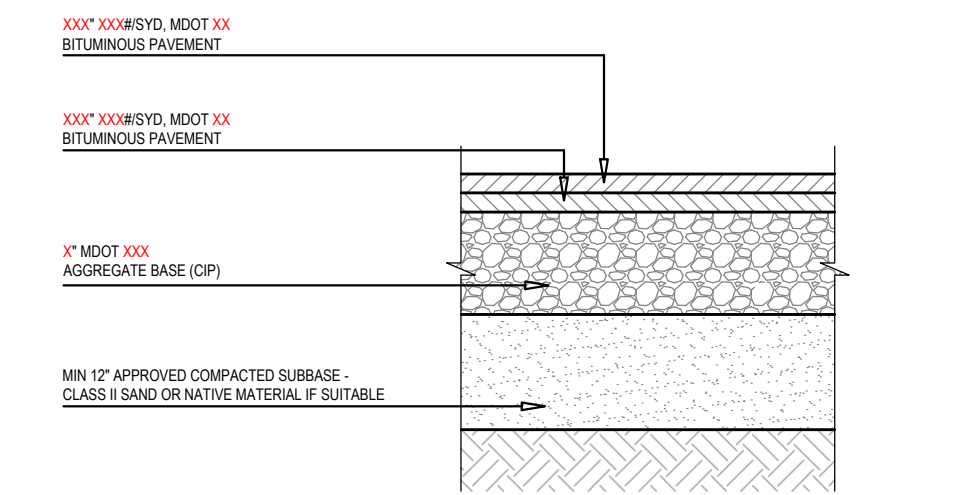
PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

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Date	Description
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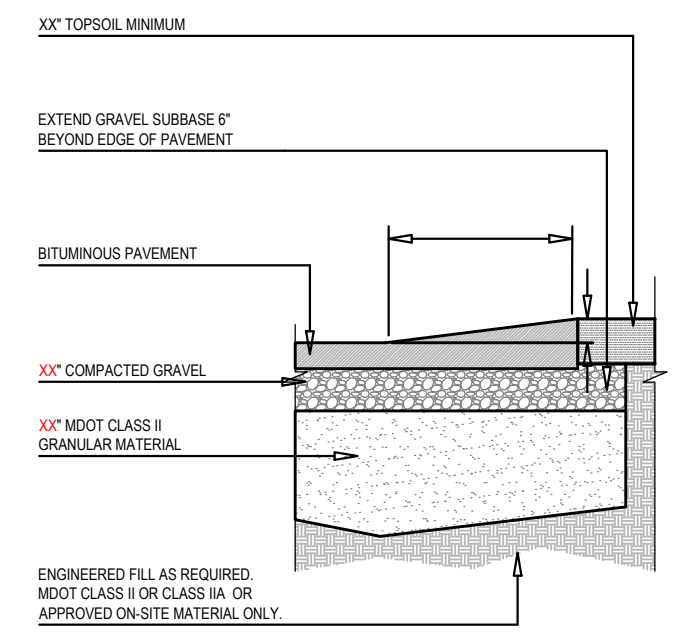
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Rebecca K. Page, P.E.	
Vertical Datum	Horz. Datum
NAVD 88	LOCAL
Drawn by	
Jeremy D. Borgman	
Checked by	Date
Survey	.
Civil	.
Struc.	.
L. A.	.
HEI Project Number	
24-03-004	
Sheet Title	
UTILITY PLAN	
Sheet No.	
C-301	



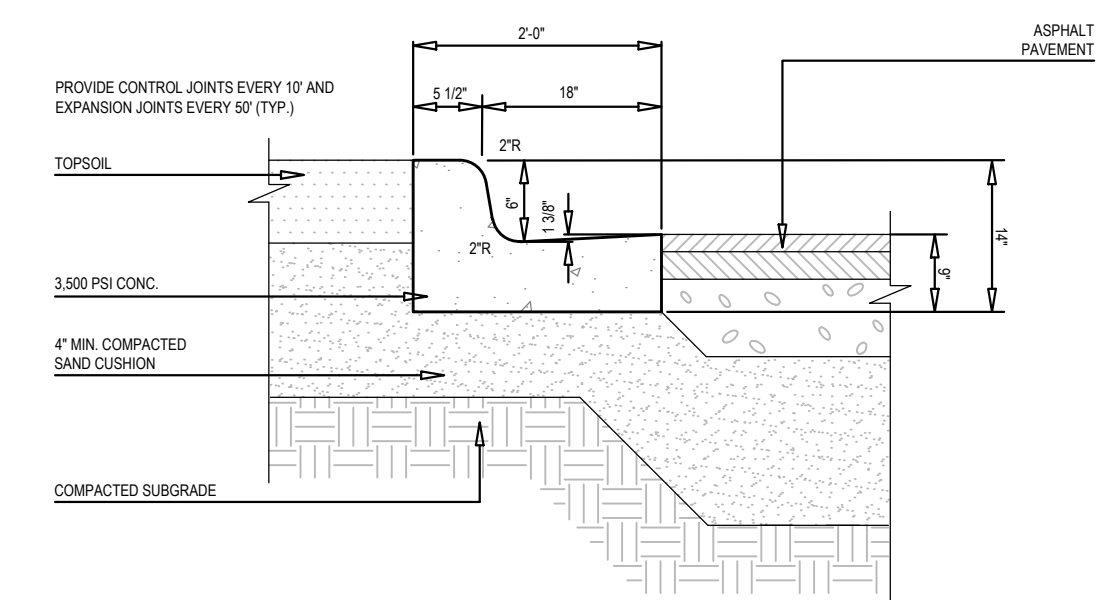
C1A PARKING LOT BITUMINOUS PAVEMENT SECTION



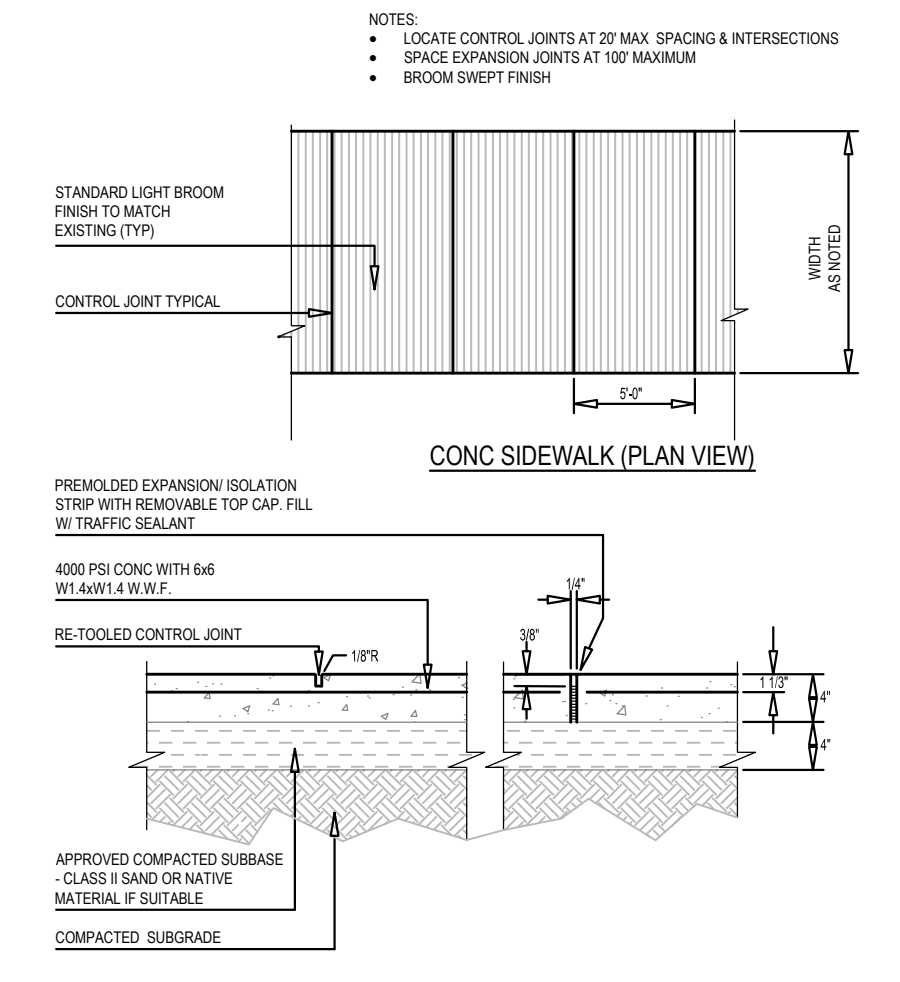
C1B HEAVY DUTY BITUMINOUS PAVEMENT SECTION
*NOTE: PAVEMENT SECTIONS WILL BE UPDATED UPON COMPLETION OF THE GEOTECHNICAL REPORT FOR THE PROJECT.



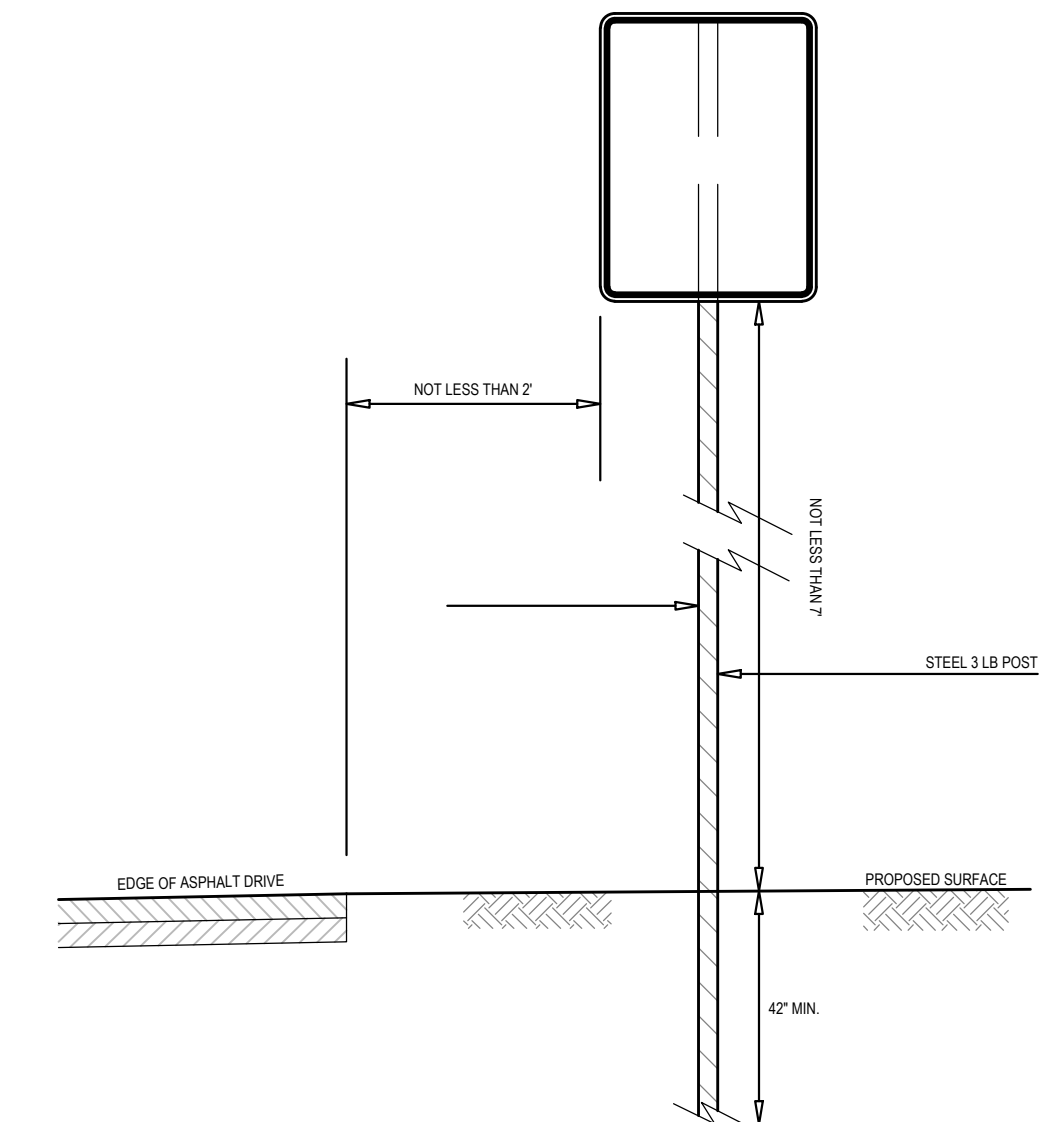
C2 BITUMINOUS VALLEY GUTTER



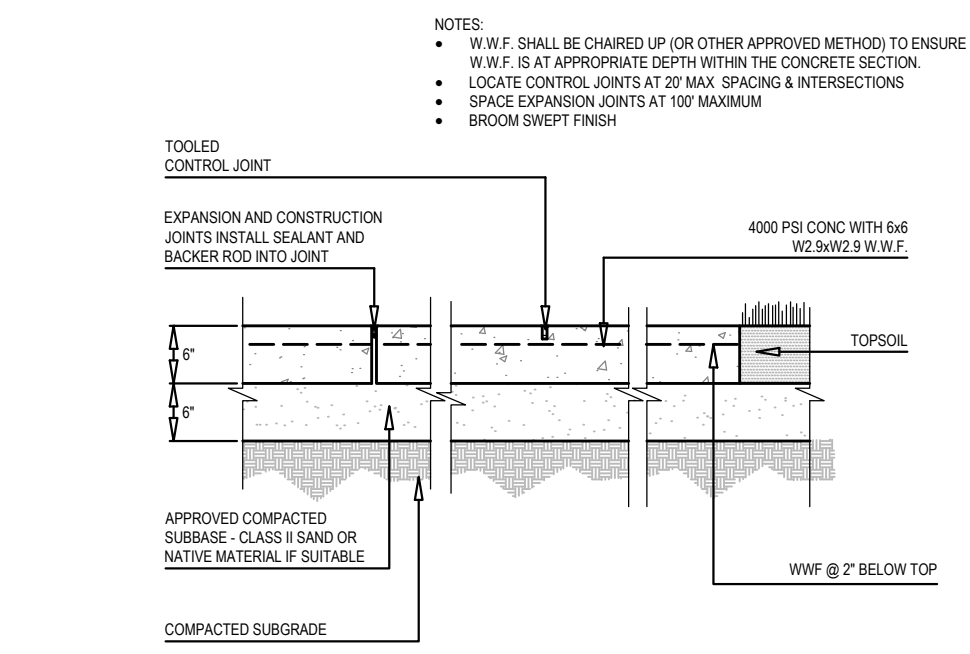
C3 MDOT F-4 CONC. CURB & GUTTER



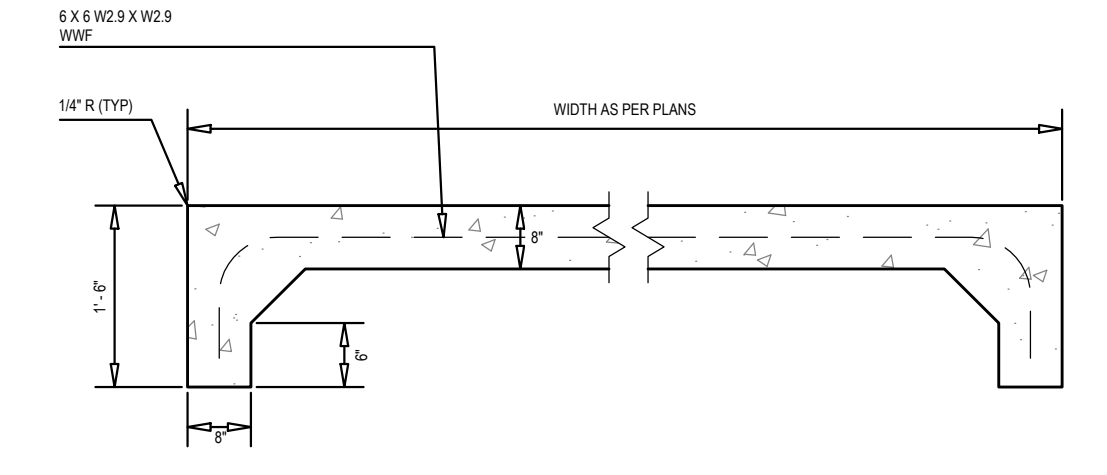
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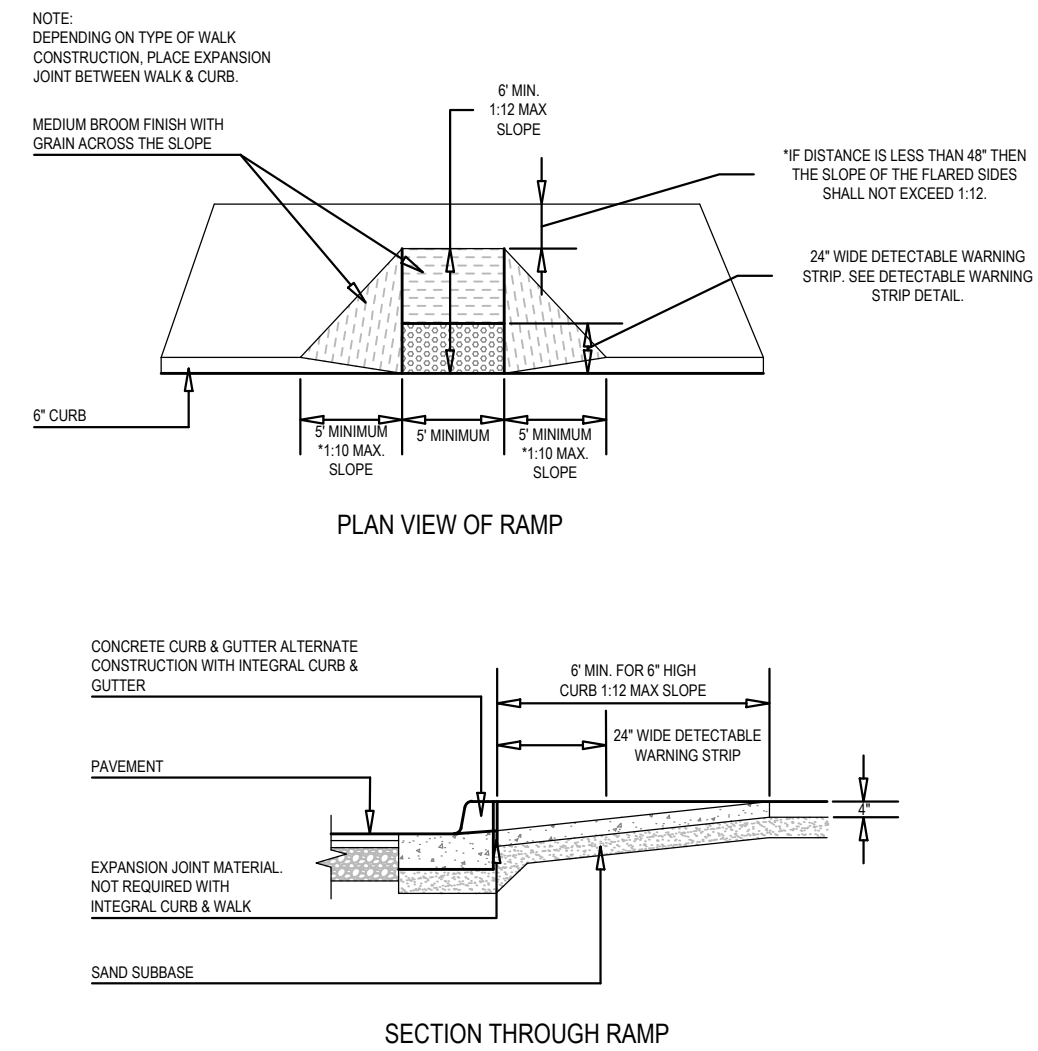
C5 SIGN



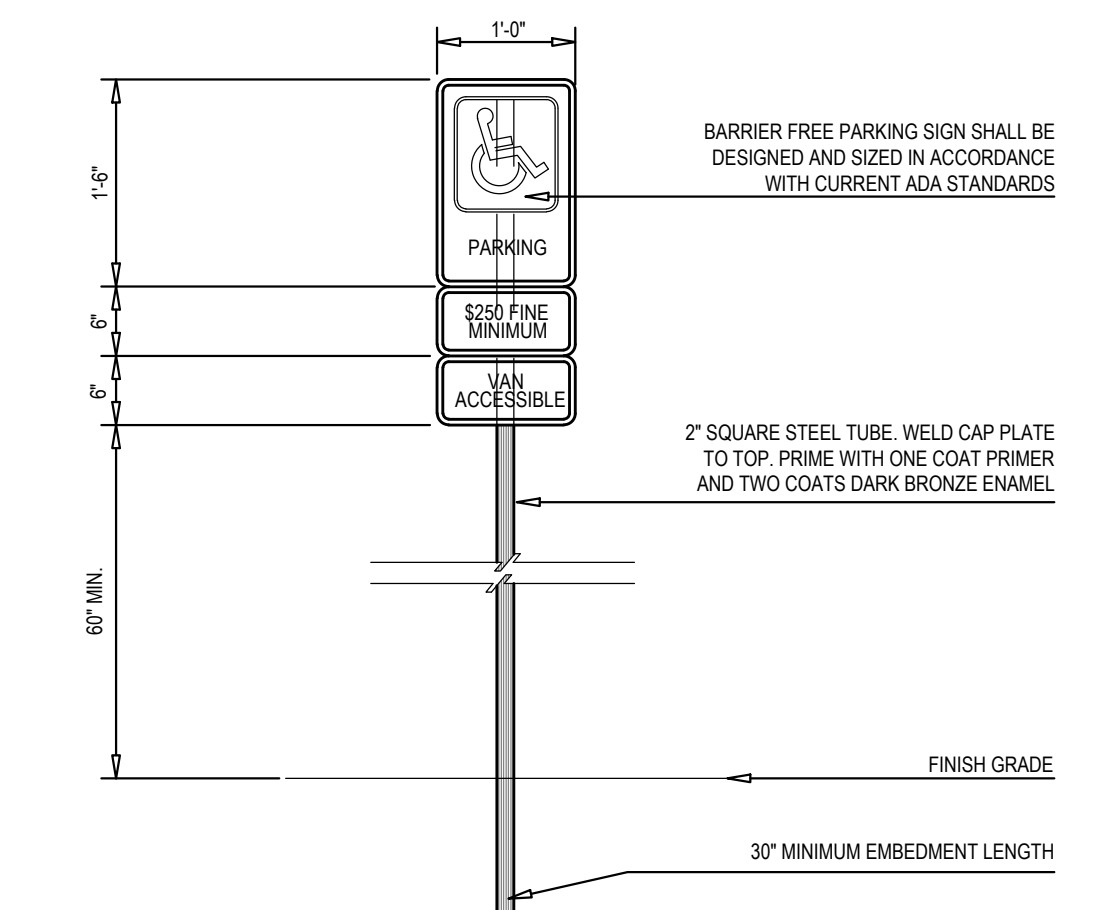
B1 6\"/>



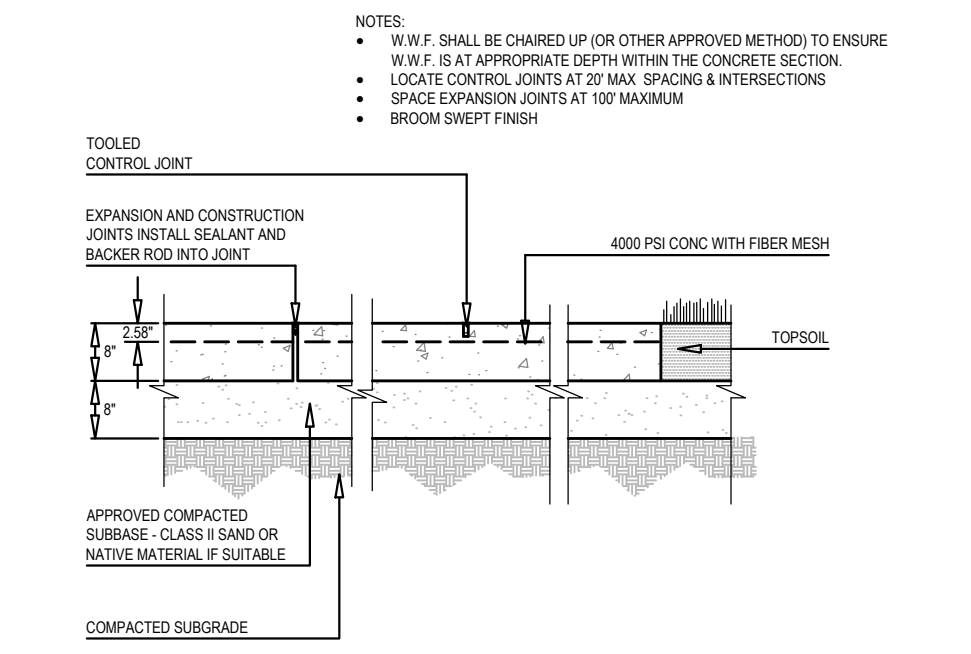
B2 CONCRETE DUMPSTER PAD



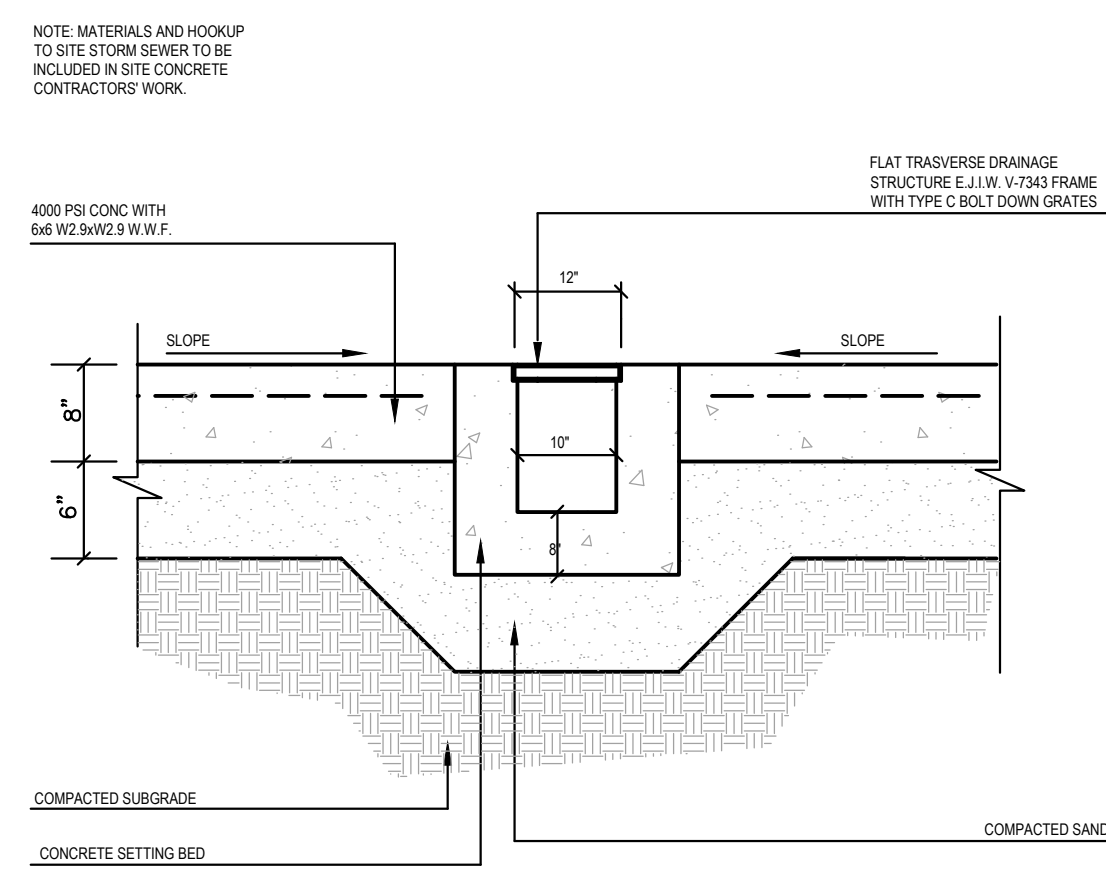
B3 TYPE P BARRIER FREE SIDEWALK RAMP



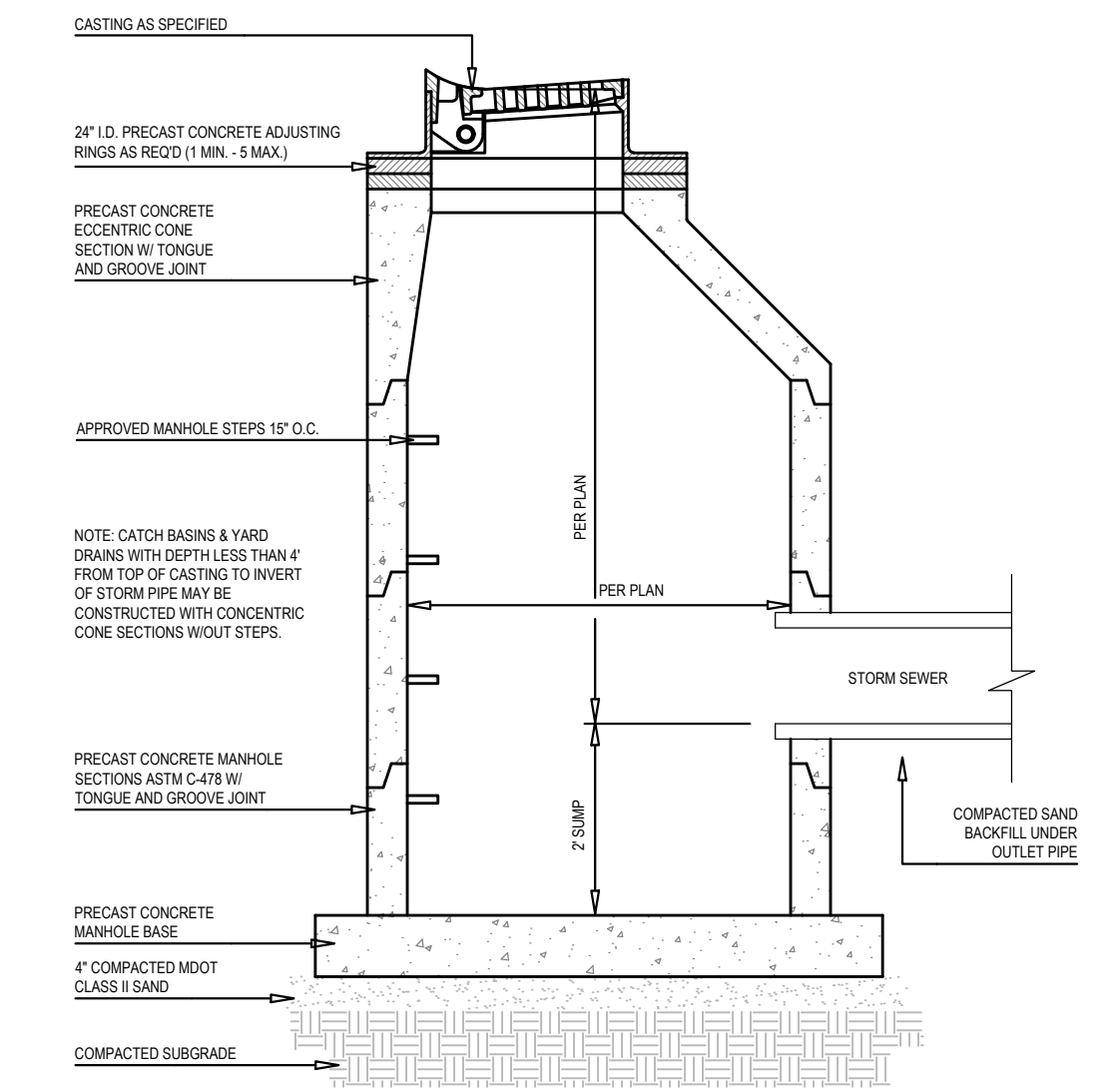
B4 BARRIER FREE PARKING SIGN



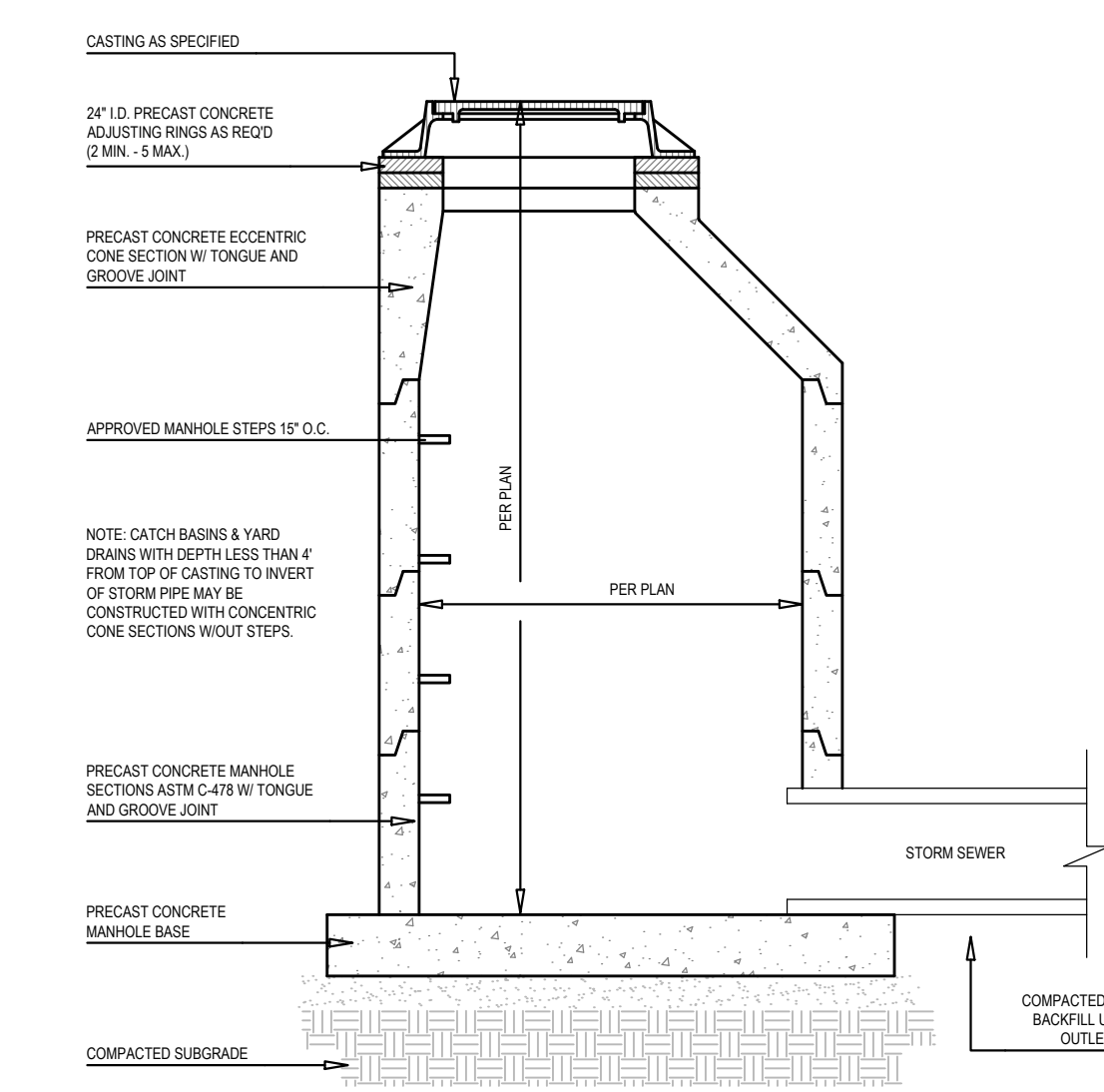
B5 8\"/>



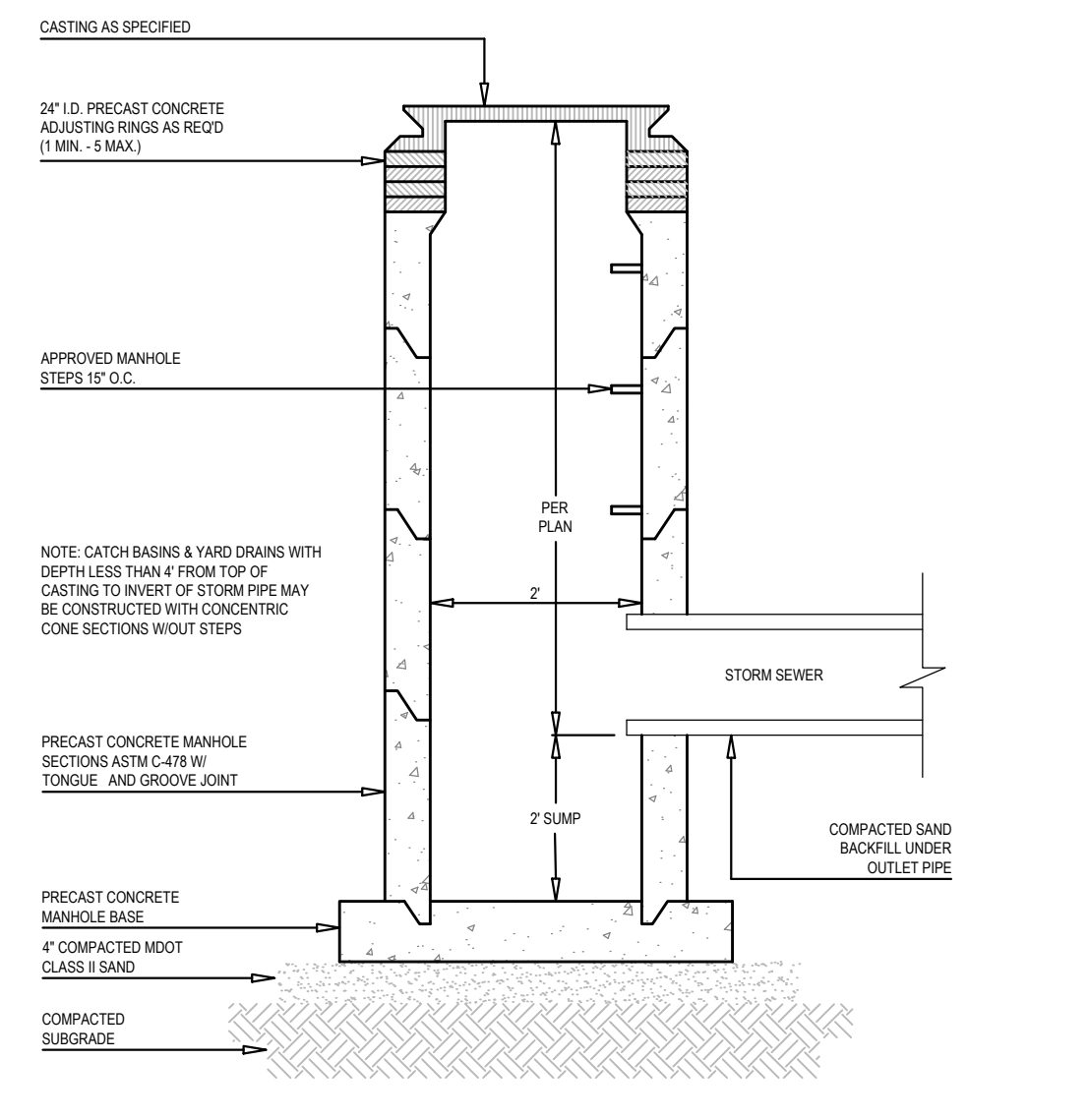
A1 TRENCH DRAIN



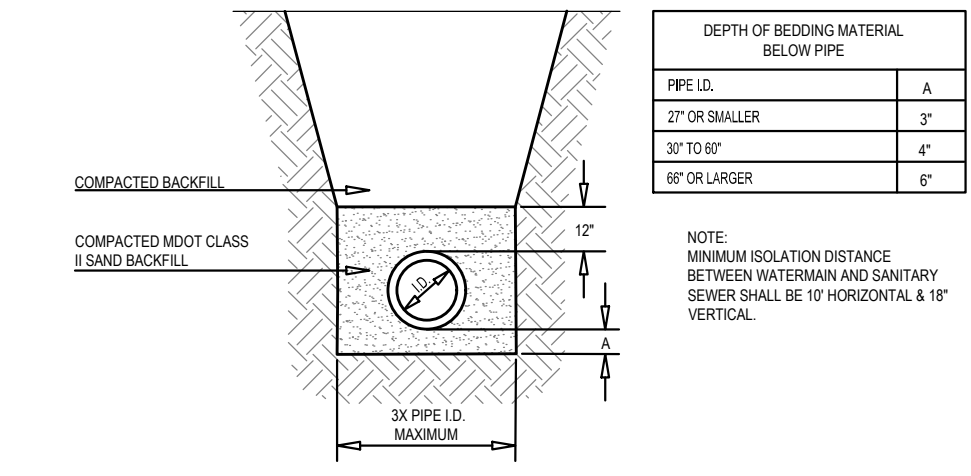
A2 VARIABLE DIA. CATCH BASIN



A3 VARIABLE DIA. STORM MANHOLE



A4 2\"/>



A5 CLASS B PIPE BEDDING

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SCANNELL PROPERTIES
ATTN: MR. MICHAEL CONZEMIUS

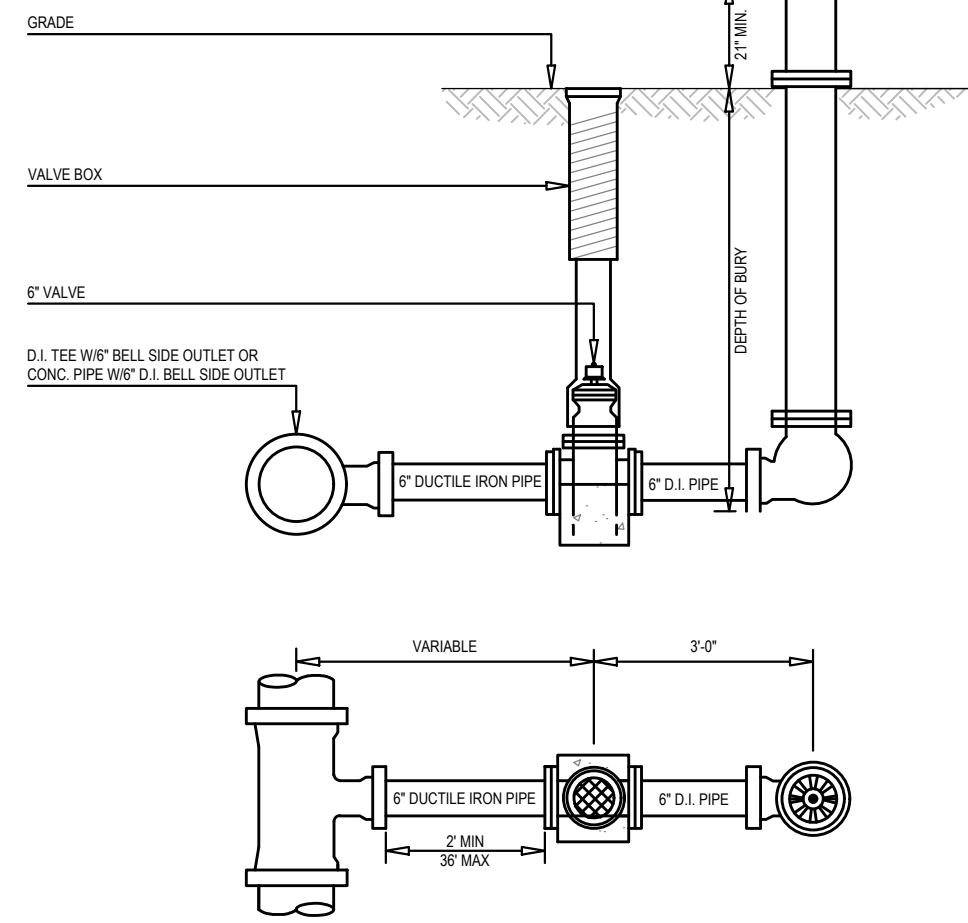
BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49448
PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

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		04/25/2024	REVISED PER CITY COMMENTS & RESUBMITTED	

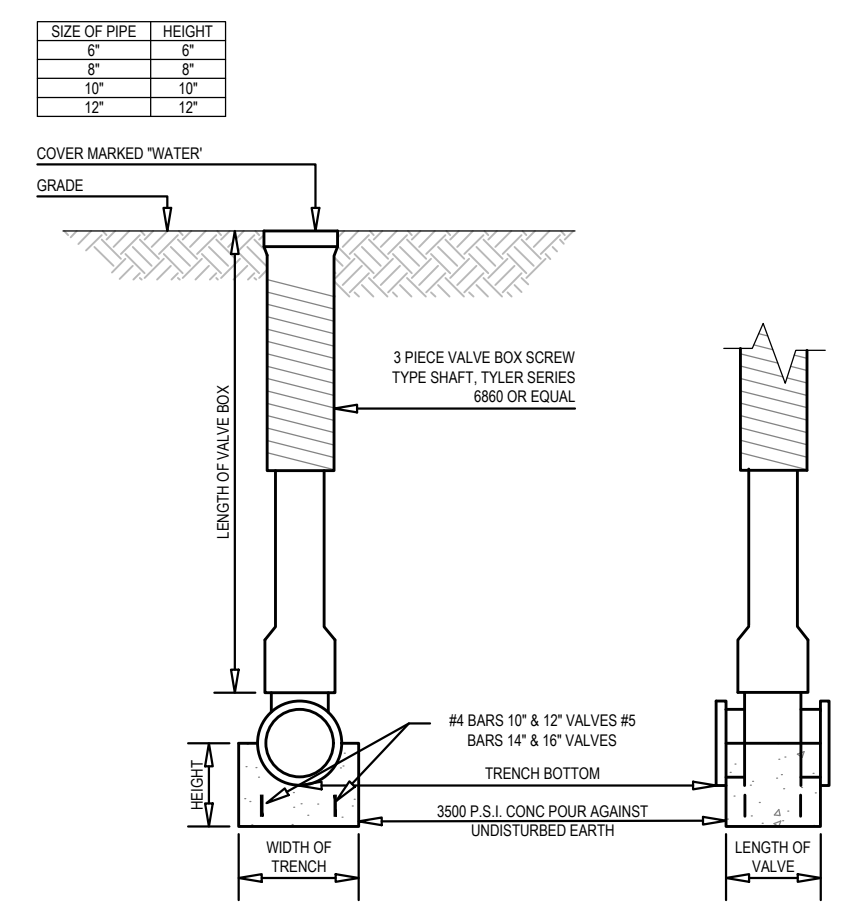
Project Manager	Rebecca K. Page, P.E.	
Vertical Datum	NAVD 88	Horz. Datum LOCAL
Drawn by	Jeremy D. Borgman	
Checked by	Survey	Date
Civil		
Struc.		
L. A.		
HEI Project Number	24-03-004	
Sheet Title	GENERAL DETAILS	
Sheet No.	C-501	

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

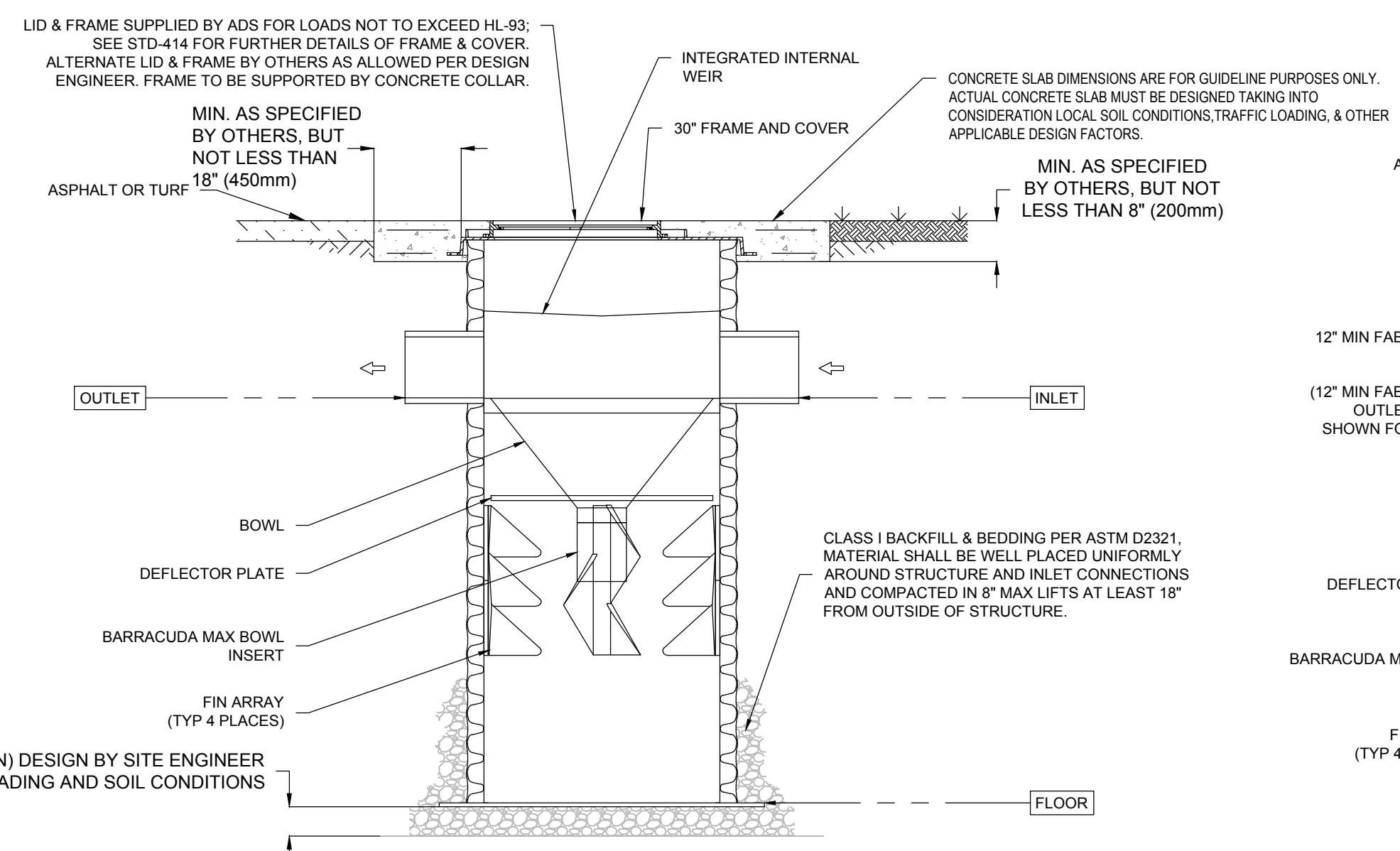
- NOTES:**
1. INSTALL ADDITIONAL FITTINGS, BENDS & SPOUT PIPE AS NECESSARY BETWEEN WATER MAIN & VALVE BOX TO ADJUST FOR PROPER LOCATION AND GRADE OF HYDRANT.
 2. VERTICAL ANCHORAGE'S WILL BE REQUIRED ON ALL VERTICAL HYDRANT BENDS.
 3. WHERE HYDRANTS ARE INSTALLED ON EXISTING MAINS THAT ARE TO BE PLACED BACK INTO SERVICE IMMEDIATELY, PLACE CONCRETE BRICK OR BLOCK TO UNDISTURBED EARTH AND ENGAGE WITH CONCRETE OR USE RESTRAINING GLANDS.



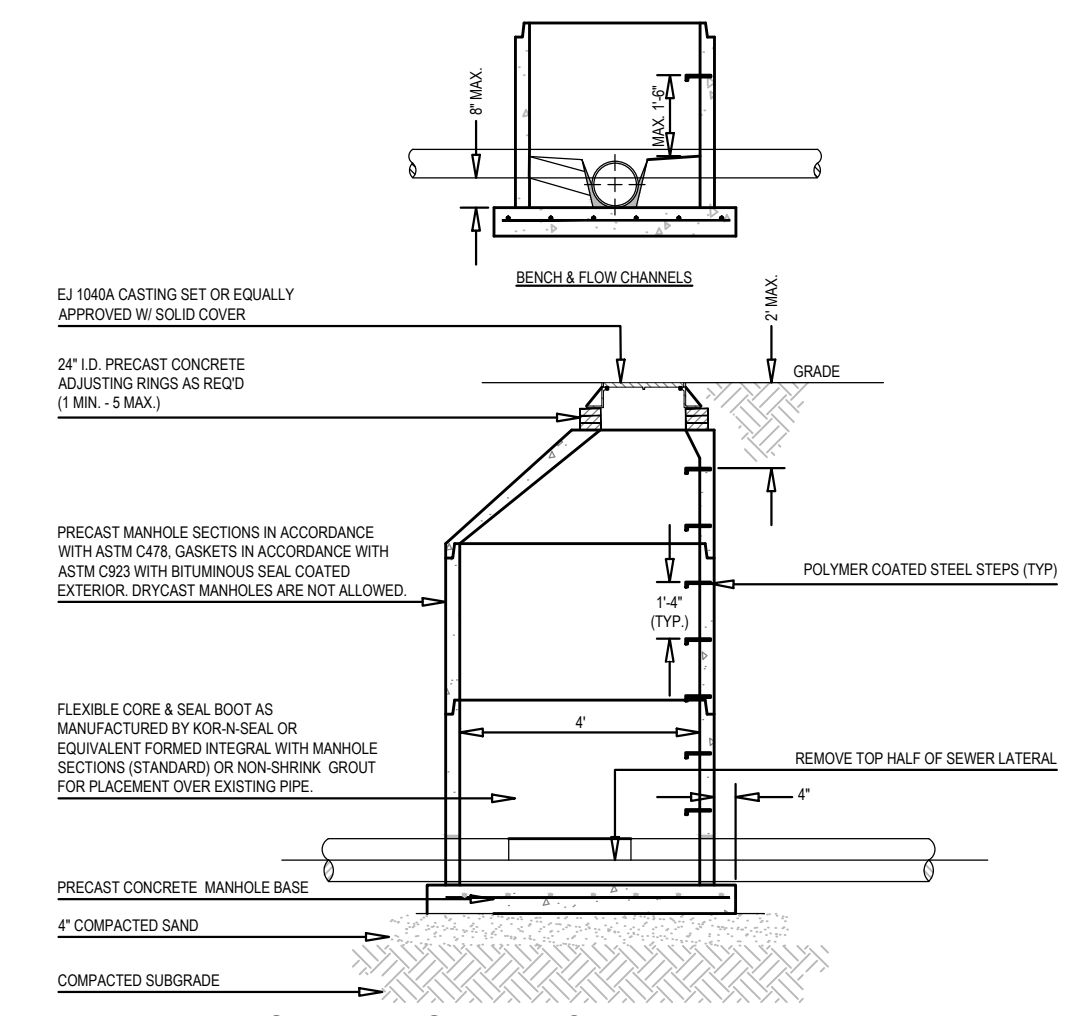
A1 FIRE HYDRANT ASSEMBLY "T" TYPE



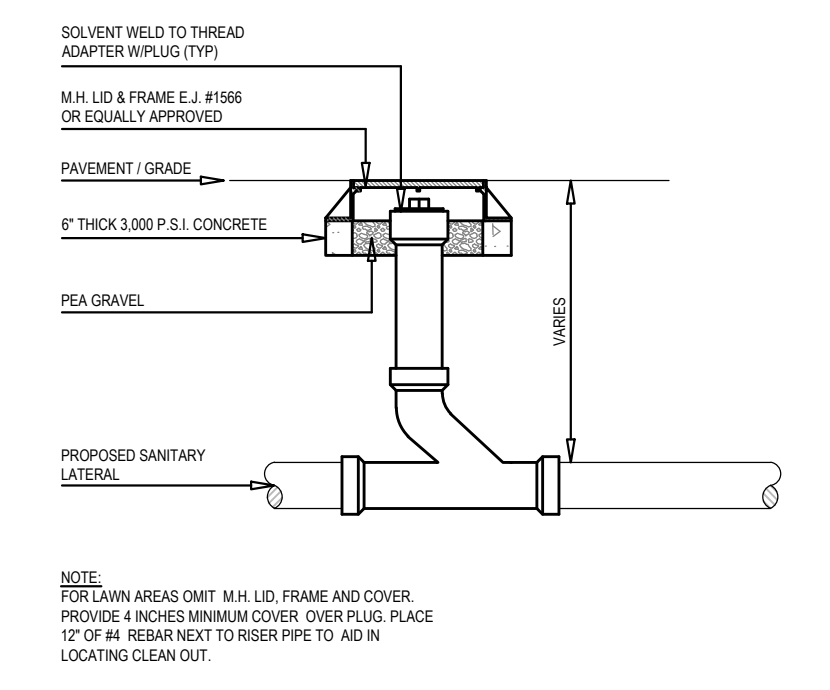
A2 VALVE BLOCK AND BOX



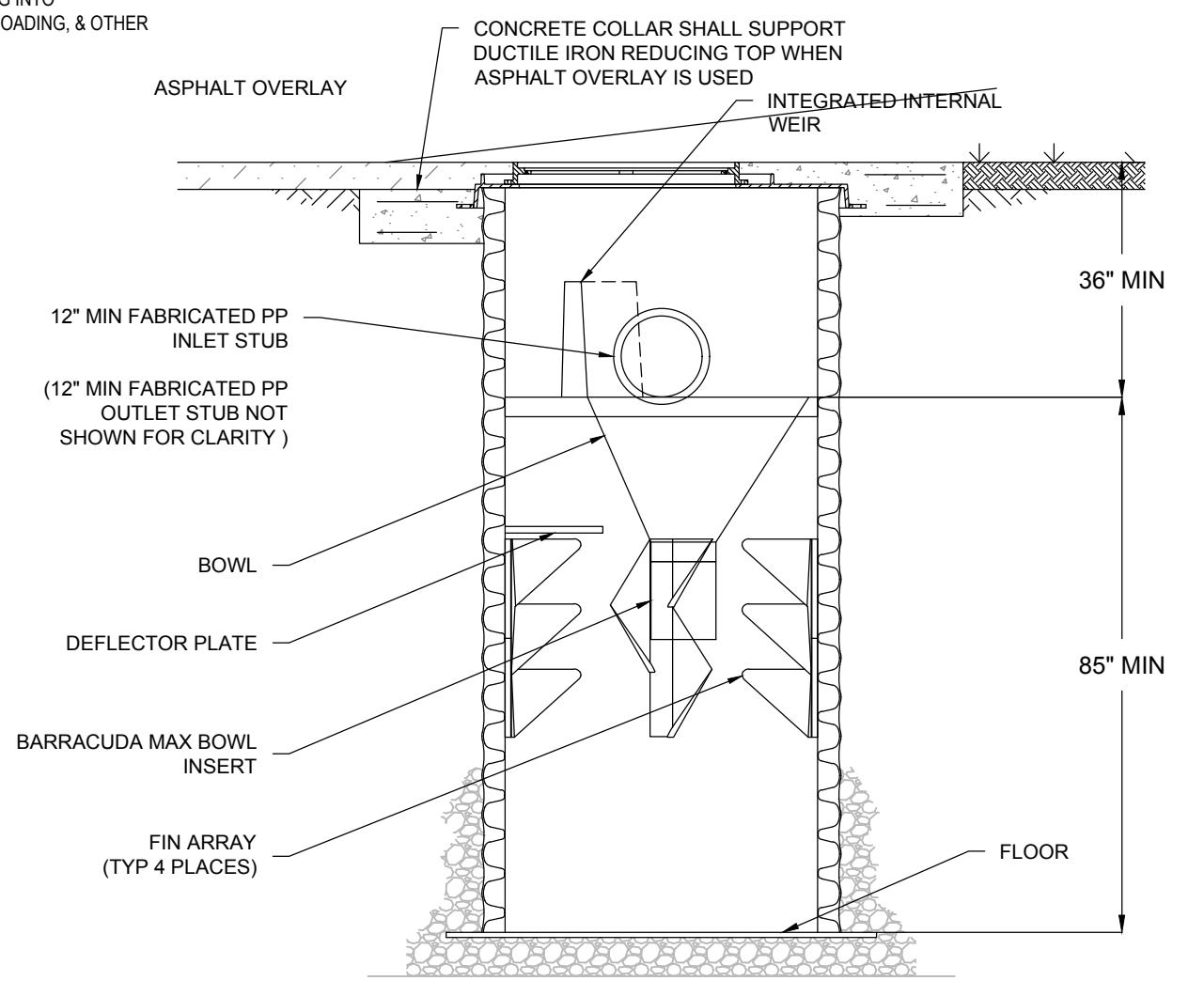
A3 ADS BARRACUDA MAX FLAT TOP INSTALLATION



B4 SAMPLING MANHOLE



B5 SANITARY LATERAL CLEAN OUT



FLAT TOP SECTION VIEW - B
NTS

The Surveyor's / Engineer's liability for any errors or omissions in this drawing shall be limited to those arising out of the Surveyor's / Engineer's negligence, gross misconduct, warranties or misrepresentations shall not amount to greater than the service fee.

SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
3000 36TH STREET SW
WYOMING, MI 49448

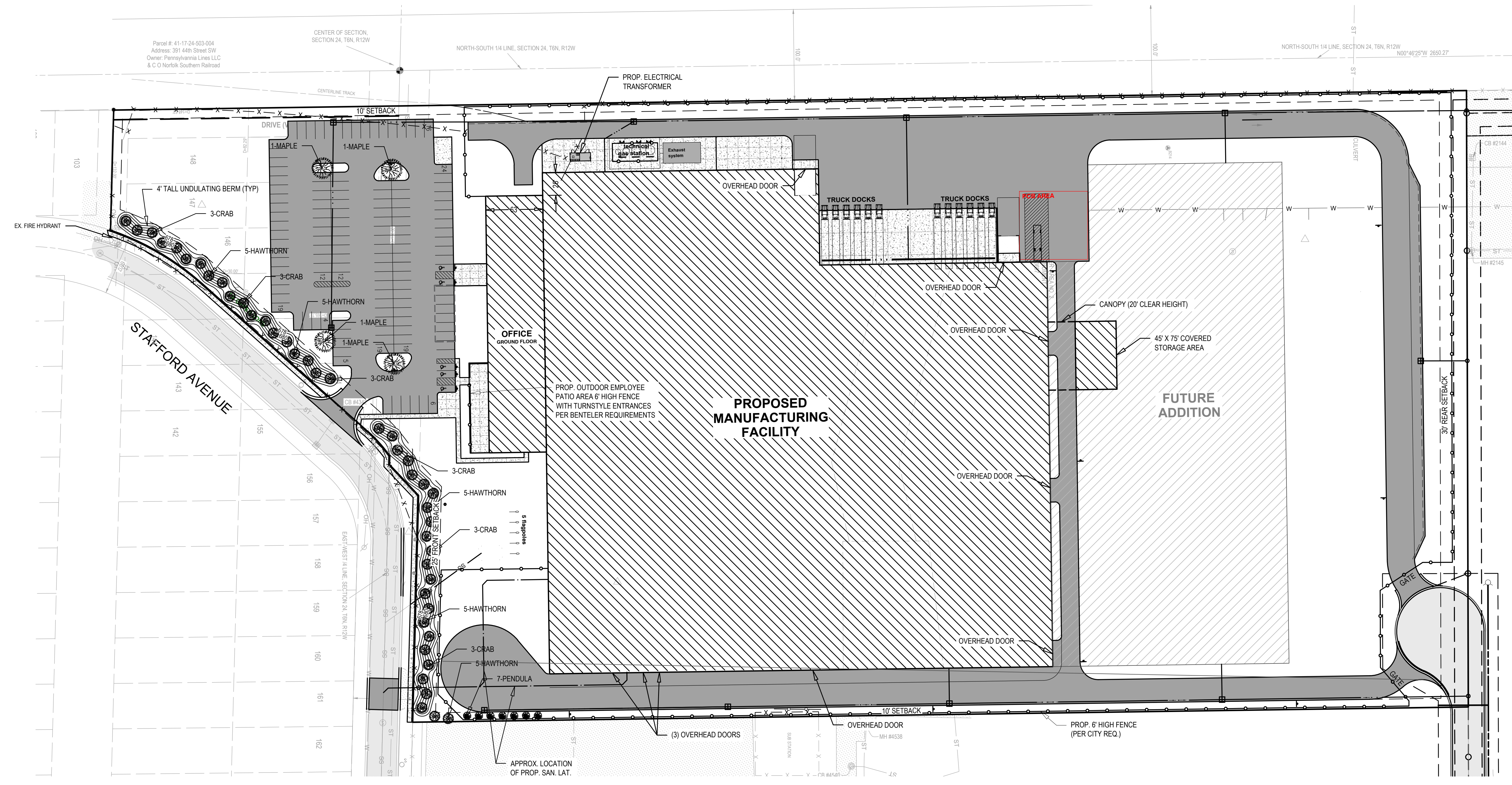
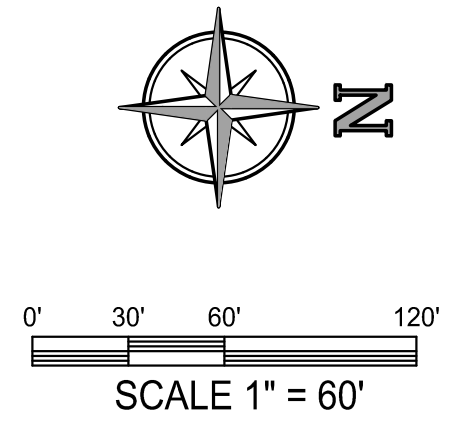
PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

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Date	04/18/2024	04/25/2024
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Project Manager	
Rebecca K. Page, P.E.	
Vertical Datum	Horz. Datum
NAVD 88	LOCAL
Drawn by	
Jeremy D. Borgman	
Checked by	Date
Survey	.
Civil	.
Struc.	.
L. A.	.
HEI Project Number	
24-03-004	
Sheet Title	
GENERAL DETAILS	
Sheet No.	
C-502	



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BENTELER AUTOMOTIVE SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548

PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

No.	Description	Date	
		A	B
1	CITY OF WYOMING SITE PLAN REVIEW	04/18/2024	
2	REVISED PER CITY COMMENTS & RESUBMITTED	04/25/2024	

Project Manager	Rebecca K. Page, P.E.
Vertical Datum	NAVD 88
Horizontal Datum	LOCAL
Drawn by	BRUCE ZEINSTR, LLA
Checked by	
Civil	
Struc.	
L. A.	

HEI Project Number
24-03-004

Sheet Title
LANDSCAPE PLANTING PLAN

Sheet No.
L-101

PLANT LIST

KEY	SIZE	COMMON NAME	BOTANICAL NAME	MATURE SIZE/COMMENTS
CANOPY TREES				
MAPLE	2-1/2" BB	ARMSTRONG FREEMAN'S MAPLE	ACER X FREEMANII 'ARMSTRONG'	50Hx15S, BRILLIANT RED FALL COLOR; NARROW, COLUMNAR
ORNAMENTAL TREES				
CRAB	2" BB	AMERICAN SALLUTE	MALUS 'AMSAZAM'	18Hx10S; ROSE-RED SPRING FLOWERS; MAROON FOLIAGE; DISEASE RESISTANT
HAWTHORN	2" BB	CRUZAM HAWTHORN	CRAETAEGUS C. INERMIS 'CRUZAM'	15Hx13S; THORNLESS, WHITE FLOWER, RED BERRY, PURPLE-RED FALL
EVERGREEN TREES				
PENDULA	6"-8" BB	WEeping WHITE SPRUCE	PICEA GLAUCA 'PENDULA'	30Hx18S; WEeping, NARROW

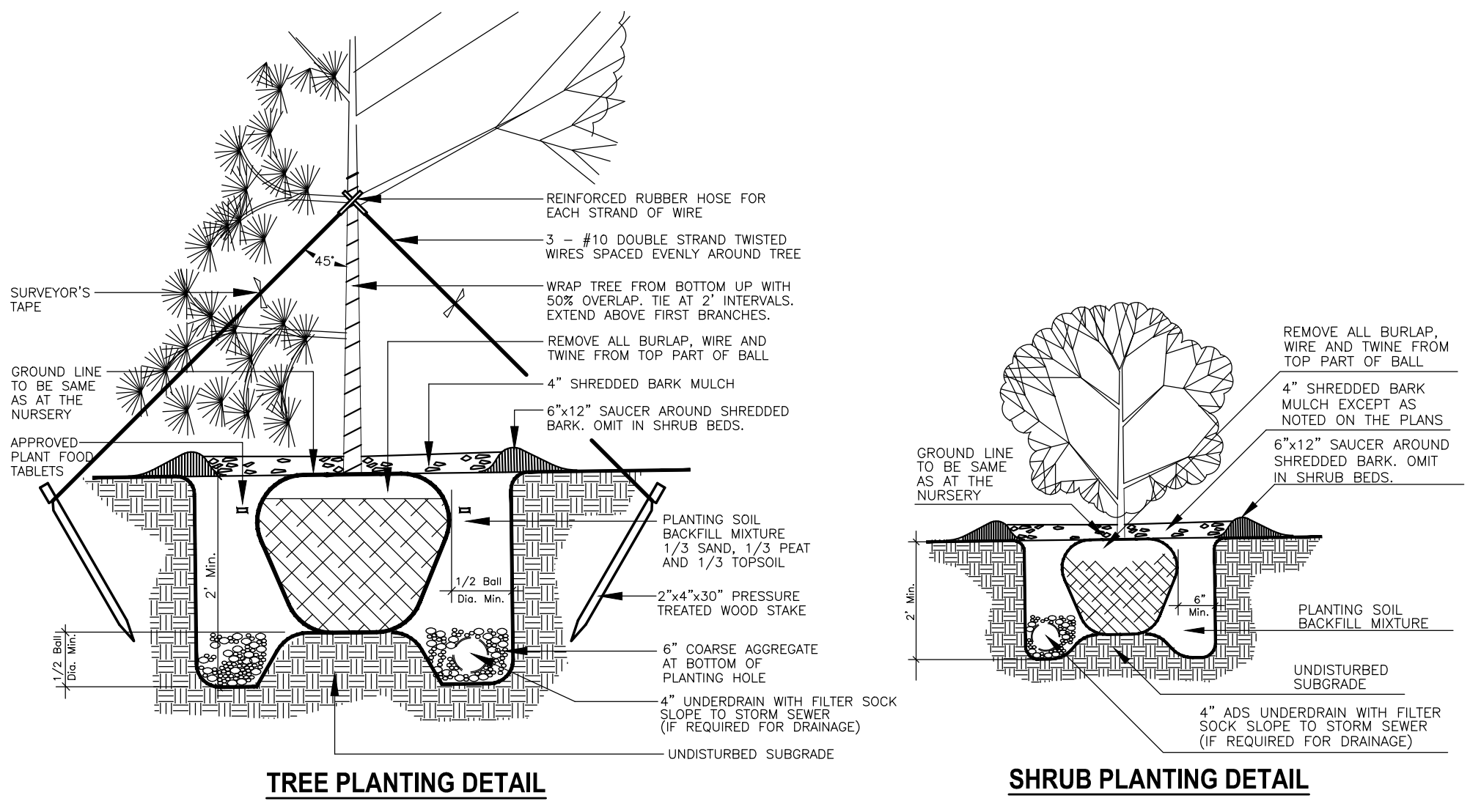
LAWN- SPARTAN GRADE A MIX

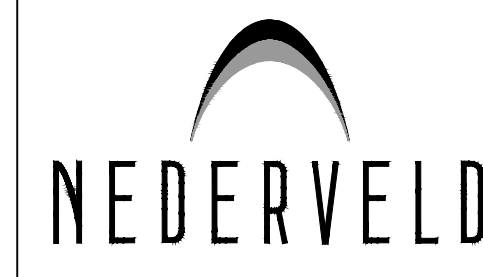
SPARTAN GRADE A MIXTURE by Earth Carpet
 10% Common Kentucky Bluegrass
 10% Cool Ryegrass
 20% Rondo Kentucky Bluegrass
 15% SRS100 Chewings Fescue
 25% SRS210 Creeping Red Fescue
 10% SRS500 Perennial Ryegrass
 10% Manhattan 4 Perennial Ryegrass

SEEDING RATE: 5 LBS. PER 1,000 SQUARE FEET.
 HYDROSEED ALL AREAS WITH A SLURRY OF SEED, PULVERIZED MULCH, FERTILIZER AND WATER.

PLANTING NOTES

- LANDSCAPE REQUIREMENTS:
 - PER DEVELOPMENT AGREEMENT: ENHANCED LANDSCAPE BUFFER ALONG 40th STREET CONSISTING OF AN IRRIGATED UNDULATING 4' HIGH BERM WITH 3 TREES PER 50' OF A SPECIES AND SIZE APPROVED BY CITY PLANNER
 - REQUIRED: 676' OF BERM / 50' = 13.5 x 3 TREES = 40.56 = 41 TREES REQUIRED
 - PROPOSED: 41 TREES
 - LARGE PARKING LOTS: FOR EVERY 50 SPACES, OR FRACTION THEREOF, THERE SHALL BE AN INTERIOR LANDSCAPE AREA AT LEAST 10'x20'. LANDSCAPE AREA SHALL CONTAIN AT LEAST 1 SHADE TREE.
 - REQUIRED: 136 SPACES / 50 = 3 TREES
 - PROVIDED: 3 TREES
- MINIMUM PLANTING SIZES:
 - SHADE TREES: 2.5" CALIPER
 - EVERGREEN TREES: 6" TALL
- 15' WIDE LANDSCAPED GREENBELT SHALL BE PROVIDED ALONG ALL INTERNAL STREETS
 - REQUEST REDUCTION TO 10' ALONG EAST PROPERTY LINE; 7 EVERGREEN TREES ARE PROVIDED ALONG THE EAST PROPERTY LINE (EVEN WITH FRONT BUILDING FACADE) TO PROVIDE AN ADDITIONAL SCREEN FOR THE REDUCTION IN WIDTH.
- ISLANDS SHALL BE COVERED IN SHREDDED HARDWOOD BARK.
- ALL TREES AND SHRUBS SHALL BE PLANTED A MINIMUM OF 3' AWAY FROM ANY PAVEMENT.
- ALL LAWN AND PLANTING AREAS SHALL BE IRRIGATED WITH UNDERGROUND IRRIGATION IN SUCH WAY TO MAINTAIN VEGETATION IN A HEALTHY AND GROWING MANNER.
- ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY OWNER. TREES AND OTHER VEGETATION THAT DIE SHALL BE PROMPTLY REPLACED WITH IN KIND VEGETATION.
- CONTRACTOR SHALL PROVIDE SPECIFIED TREES, SHRUBS, GROUND COVERS AND OTHER PLANT MATERIAL THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 'AMERICAN STANDARD FOR NURSERY STOCK.' PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS STOCK GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- SEED SHALL BE PLACED OVER 6" TOPSOIL IN ALL PROPOSED LAWN AREAS AND ALL AREAS DISTURBED BY CONSTRUCTION EXCEPT AS NOTED ON THE PLANS. SOD SHALL BE PLACED IN ALL AREAS AS SHOWN ON THE PLANS OVER 4" TOPSOIL.
- PLANTING SOIL CONSISTING OF 1/3 TOPSOIL, 1/3 PEAT MOSS AND 1/3 SAND SHALL BE PLACED IN ALL GROUND COVER AND FLOWER BEDS. DEPTH SHALL BE NOT LESS THAN 8".
- FOLLOWING CONSTRUCTION, RESTORE ALL DISTURBED AREAS WITH EARTH CARPET SPARTAN GRADE 'A' SEED MIX, UNLESS OTHERWISE NOTED.
- OWNER MAY DESIGN AND INSTALL ADDITIONAL LANDSCAPE AT BUILDING ENTRANCES, OUTDOOR EMPLOYEE AREAS, AND DRIVEWAY ENTRANCES. PLANTINGS NEAR INTERSECTIONS SHALL MAINTAIN CLEAR VISION AREAS.
- PLANT MATERIAL SUBSTITUTIONS SHALL BE APPROVED BY OWNER & LANDSCAPE ARCHITECT.
- AS RECORDED PER INSTRUMENT #20170831-0073657, THIS SITE IS PART OF A DECLARATION OF RESTRICTIVE COVENANTS PER MDEQ REFERENCE NO. RC-RRD-201-17-006, PART 201 SITE IDENTIFICATION NUMBER- 41000115, USEPA SITE IDENTIFICATION NUMBER: MD00602408, MDEQ APPROVAL DATE: MARCH 3, 2017. ALL SITE RESTORATION SHALL BE COMPLETED IN COMPLIANCE WITH THESE RESTRICTIVE COVENANTS AND THE ENVIRONMENTAL WORK PLAN APPROVED FOR THE PROJECT.





www.nederveld.com
800.222.1868
GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190
ANN ARBOR
CHICAGO
COLUMBUS
HOLLAND
INDIANAPOLIS
ST. LOUIS

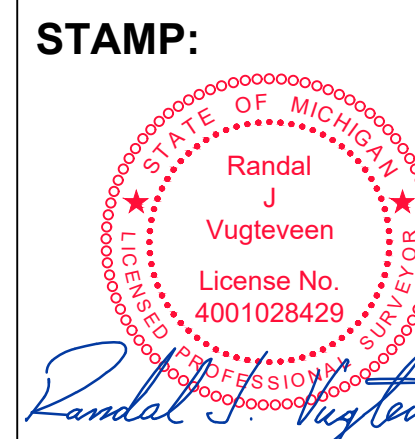
PREPARED FOR:
Rhoades McKee PC
Todd Hendricks

55 Campau Avenue NW
Suite 300
Grand Rapids, MI 49503

CREATED:
Drawn: ED Date: 03.25.22

REVISIONS:
Rev: Additional Topo Drawn: ED Date: 05.06.22
Rev: Additional Topo Drawn: ED Date: 06.11.22
Rev: Additional utility measure downs Drawn: ED Date: 08.09.22

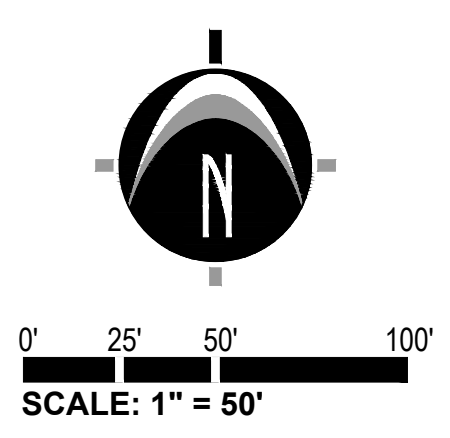
Franklin Site 36, LLC
Topographic Survey
300 36th Street SW
PART OF THE EAST 1/2 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN



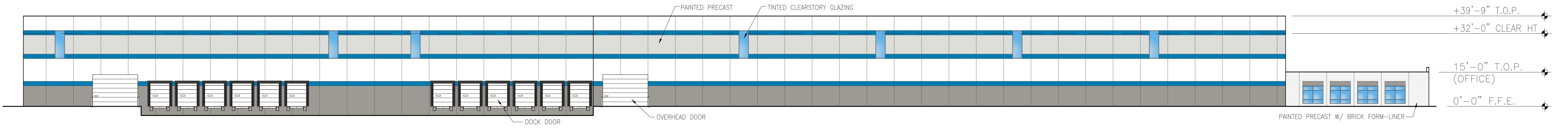
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22400178
SHEET NO:
TO.3
SHEET: 1 OF 3



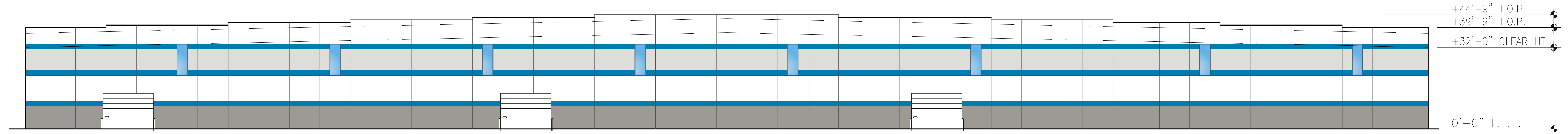
811 Know what's below.
CALL before you dig.
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



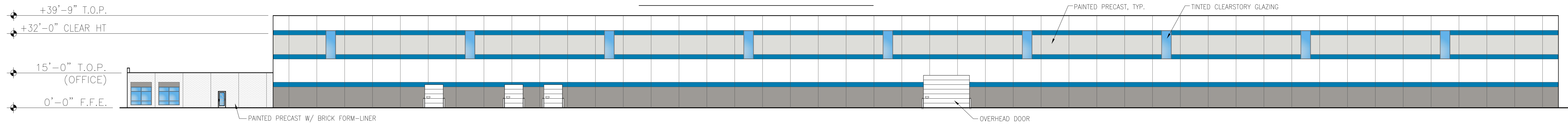
SEE SHEET 2



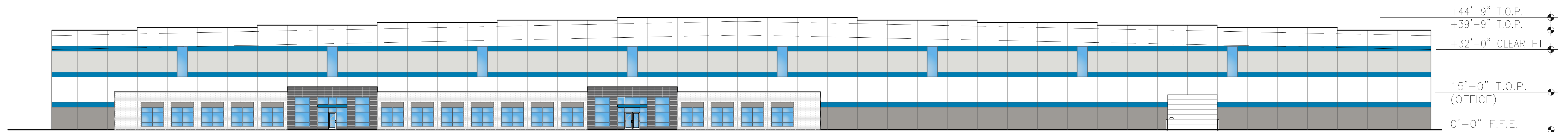
WEST ELEVATION



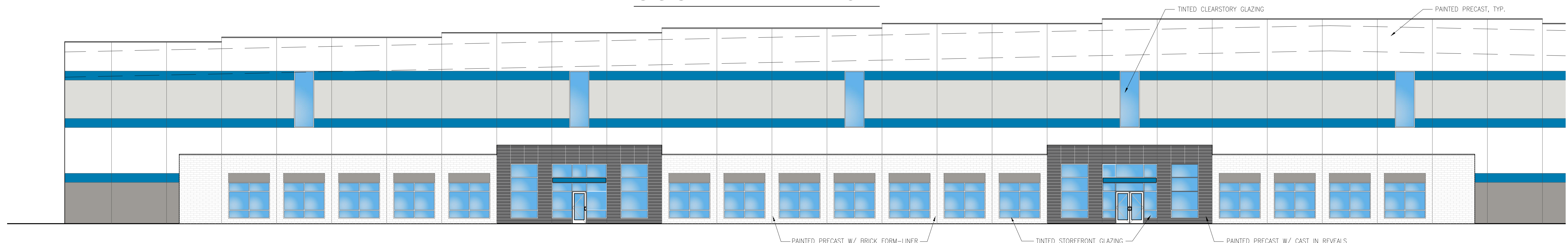
NORTH ELEVATION



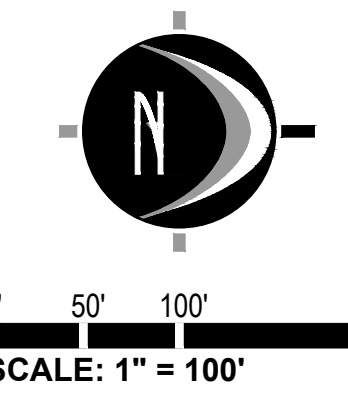
EAST ELEVATION



SOUTH ELEVATION



ENLARGED SOUTH ELEVATION



NEDERVELD
 www.nederveld.com
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 217 Grandville Ave., Suite 302
 Grand Rapids, MI 49503
 Phone: 616.575.5190

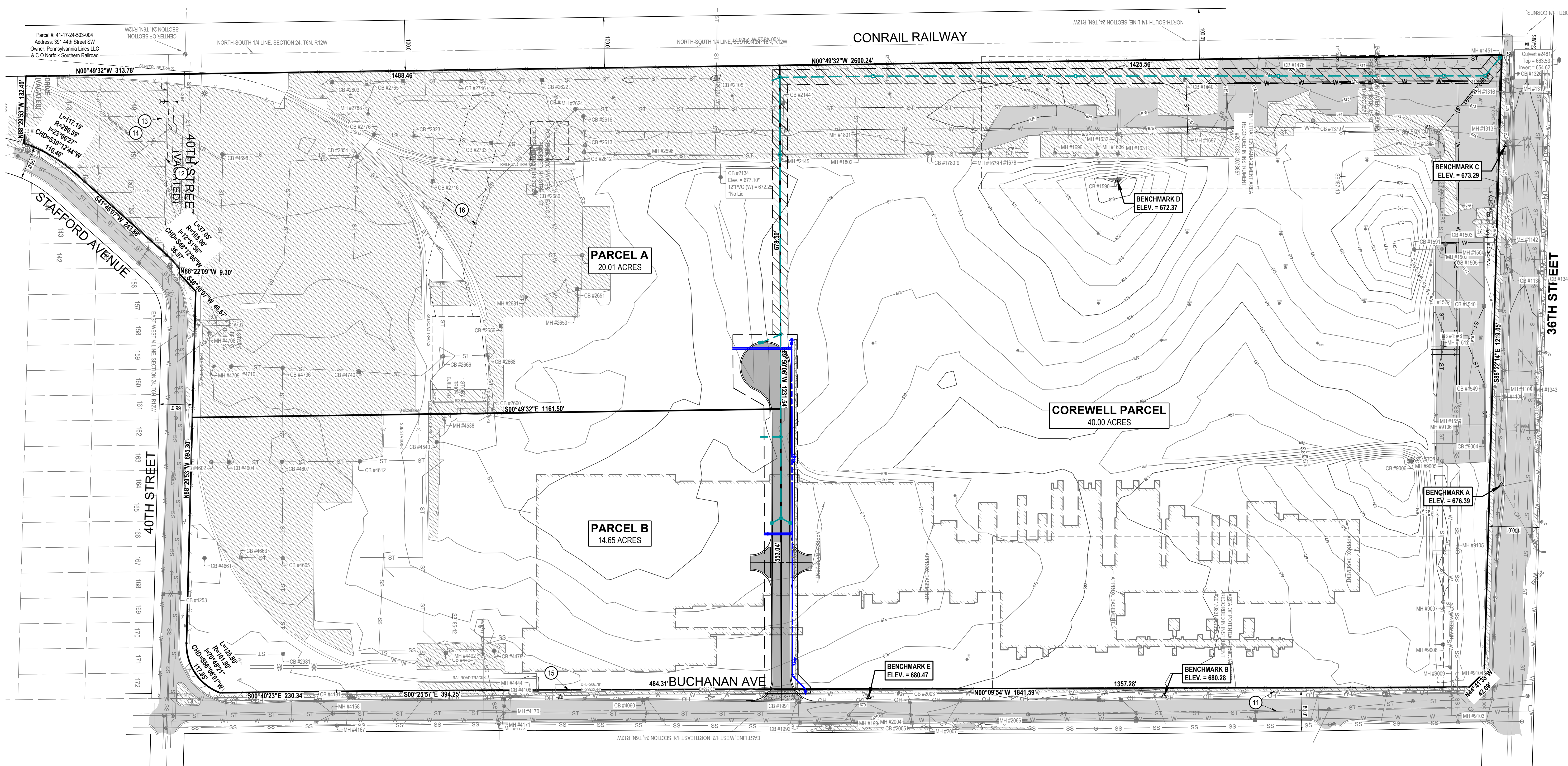
ANN ARBOR
 CHICAGO
 COLUMBUS
 HOLLAND
 INDIANAPOLIS

PREPARED FOR:
 Franklin Partners
 Gary Tammings

1900 Spring Road, Suite 100
 Oak Brook, IL 60523
 Phone: 630.574.5133

REVISIONS:

Title: Progress set	Checked RB	Date 01/13/2024
Drawn: GAN	Checked RB	Date 01/13/2024
Title: Revised parcel split line	Checked RB	Date 03/27/2024
Drawn: GAN	Checked RB	Date 03/27/2024



300 36th STREET SW

Site Layout Plan

300 36th Street SW
 PART OF THE EAST 1/2 OF SECTION 24, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

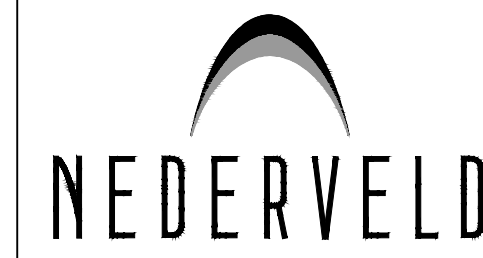
PROJECT NO:
22400178

SHEET NO:
C-204

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HOLLAND
INDIANAPOLIS
ST. LOUIS

PREPARED FOR:

Rhoades McKee PC
Todd Hendricks
55 Campau Avenue NW
Suite 300
Grand Rapids, MI 49503

CREATED:

Drawn: ED Date: 03.25.22

REVISIONS:

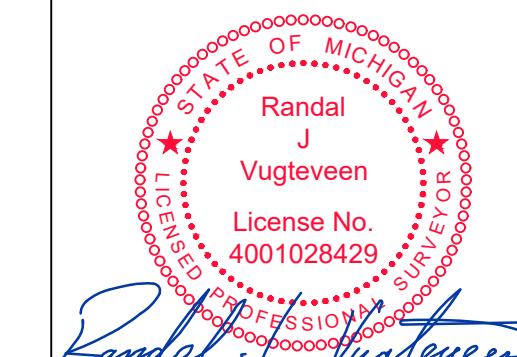
Rev: Additional Topo Drawn: ED Date: 05.06.22
Rev: Additional Topo Drawn: ED Date: 06.11.22
Rev: Additional utility measure downs Drawn: ED Date: 08.09.22

Franklin Site 36, LLC

Topographic Survey

300 36th Street SW
PART OF THE EAST 1/2 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:



PROJECT NO:
22400178

SHEET NO:
TO.3

SHEET: 2 OF 3

SEE SHEET 3

SEE SHEET 3

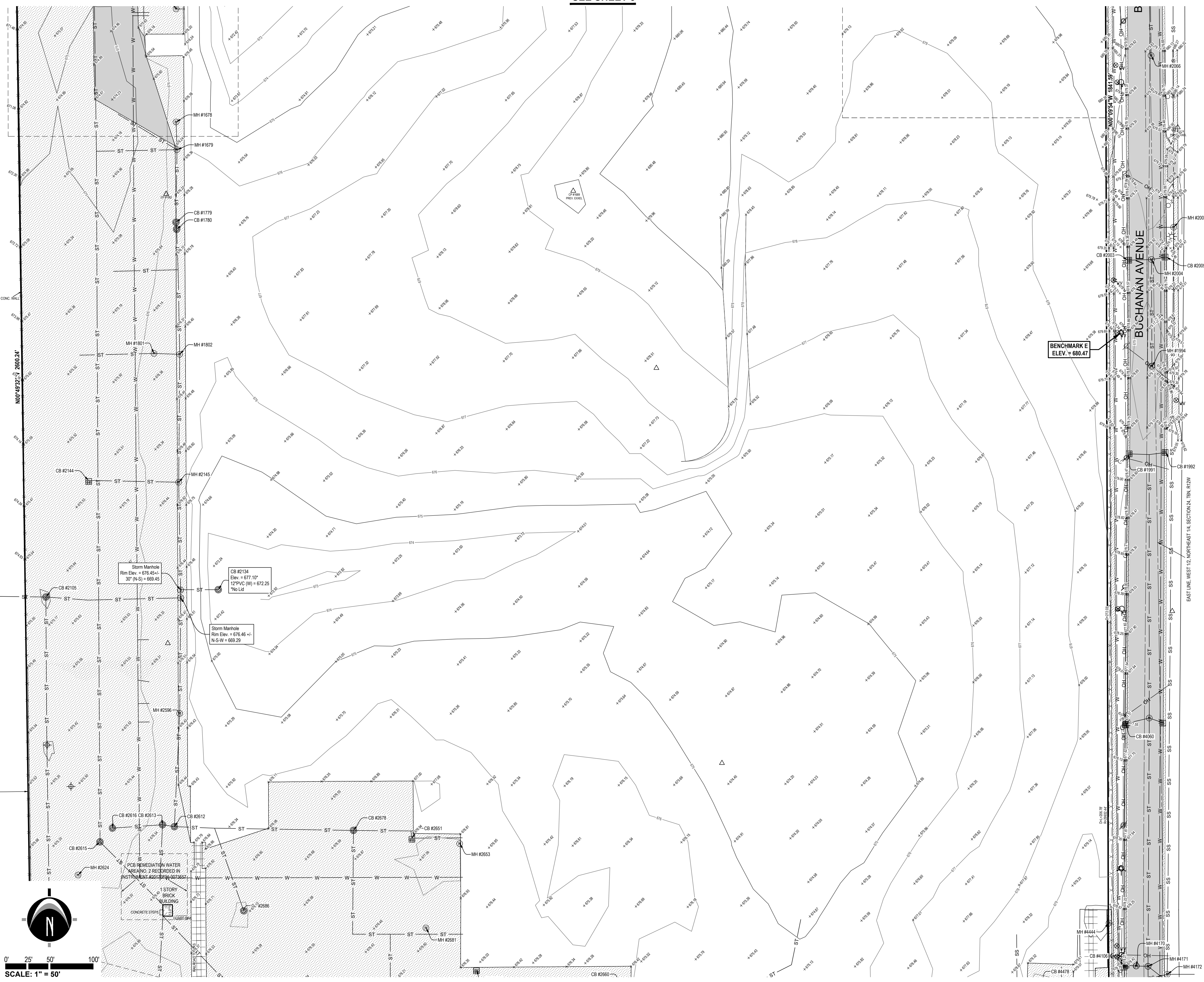
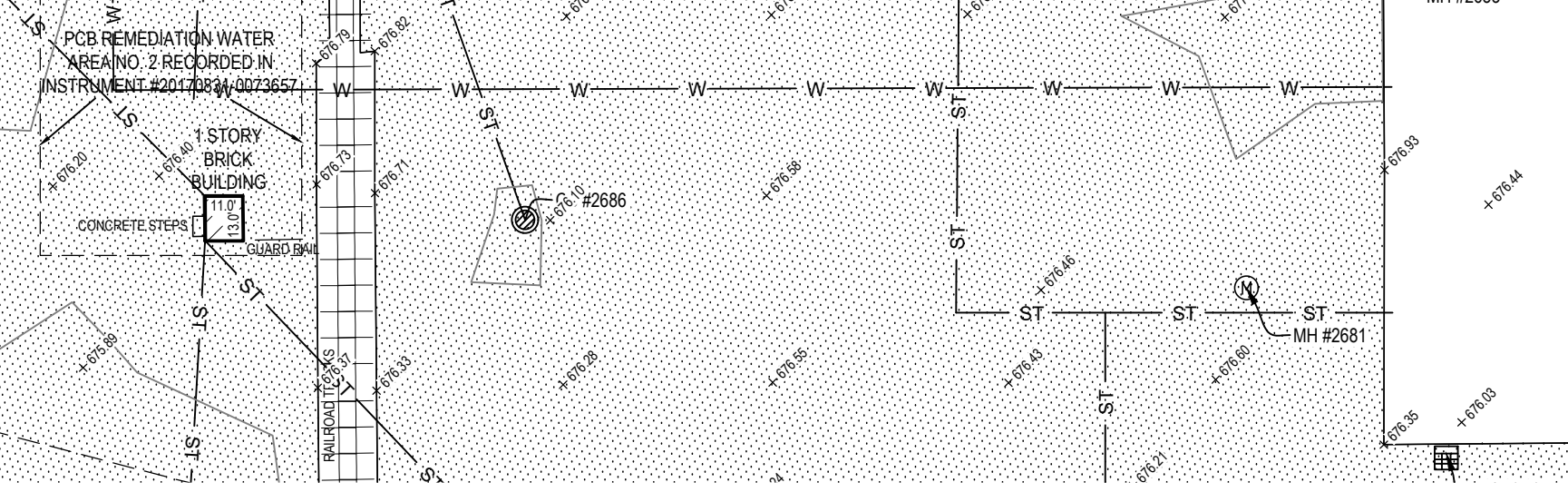
CONRAIL RAILWAY

BUCHANAN AVENUE

BENCHMARK E
ELEV. = 680.47

Storm Manhole
Rm Elev. = 676.45 +/-
30' (N-S) = 669.45

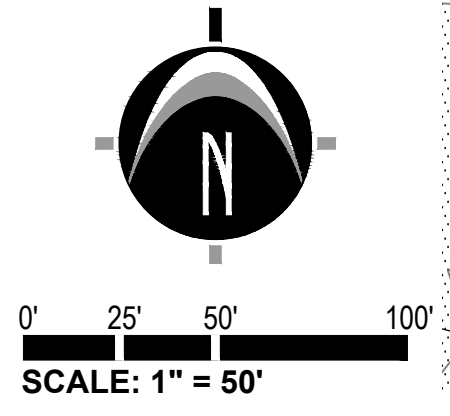
Storm Manhole
Rm Elev. = 676.45 +/-
12" PVC (W) = 672.25
No Lid



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SEE SHEET 2



CONRAIL RAILWAY
NORTH/SOUTH 1/4 LINE SECTION 24, T6N, R12W
CENTER OF SECTION SECTION 24, T6N, R12W

Parcel # 41-17-24-503.004
Address: 391 14th Street SW
City of Grand Rapids, MI 49503
& C/O Netherland Southern Railroad

LEGEND

- △ Benchmark / Control Point
- Catch Basin - Round
- Catch Basin - Square
- ⊠ Gas Riser
- ⊡ Gas Riser
- ⊢ Guy Anchor
- ⊣ Hand Hole
- ⊤ Hydrant
- ⊥ Iron - Set
- ⊦ Iron - Found
- ⊧ Light Pole
- ⊨ Manhole
- ⊩ Post
- ⊪ Section Corner
- Sign
- Utility Pole
- ⊠ UNDERGROUND CABLE
- ⊡ UNDERGROUND GAS MARKER
- ⊢ WATER VALVE
- ⊣ OVERHEAD UTILITY
- ⊤ SANITARY
- ⊥ STORM
- ⊦ WATERMAIN
- ⊧ FENCE
- ⊨ TREE
- ⊩ ASPHALT
- ⊪ CONCRETE

BENCHMARKS

BENCHMARK C ELEV. = 673.29
Southwest flange bolt on hydrant, located ±151' West of the centerline of North entrance gate & ±46' East of SBC manhole.

BENCHMARK D ELEV. = 672.37
Catch Basin lid between the words "Jordan Iron", located ±45' East of top of bank and ±766' South of the Southerly back of curb of 36th Street.

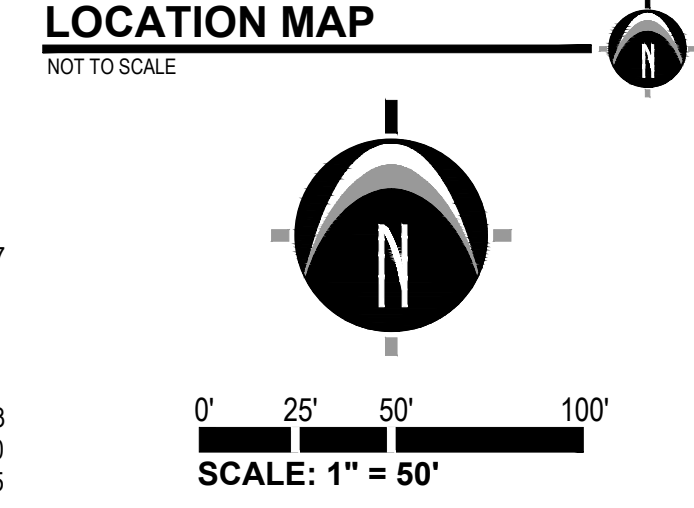
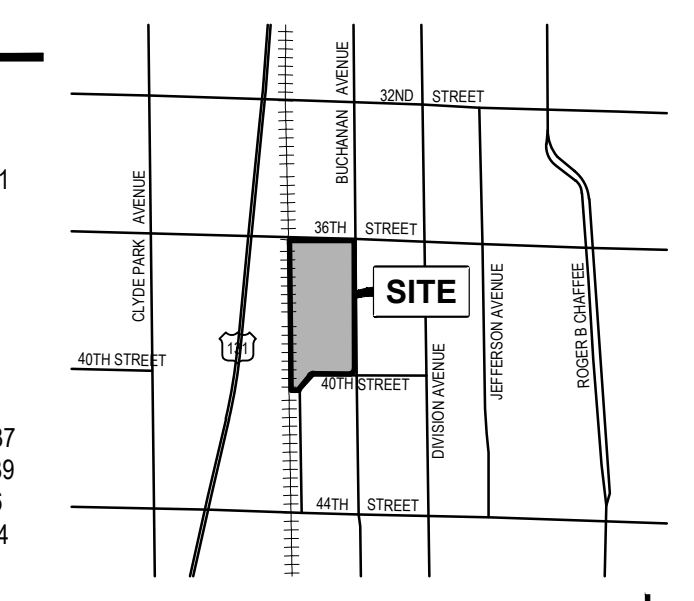
BENCHMARK E ELEV. = 680.47
Northwest flange bolt on hydrant located ±30' West of the centerline of Buchanan and ±16' North of a power pole.

STRUCTURE INFORMATION

Elect. MH #1108 Rim Elev. = 676.45 Bottom = 667.44 Water = 669.95	Storm MH #1109 2' Structure Rim Elev. = 676.11 36" Conc. (W) = 665.77 36" Conc. (E) = 665.79	Storm MH #1142 2' Structure Rim Elev. = 674.55 36" Conc. (E) = 664.65 36" Conc. (W) = 662.73	Storm MH #1364 2' Structure Rim Elev. = 674.36 36" Conc. (E) = 661.54 36" Conc. (S) = 661.60	Storm MH #1451 3' Structure Rim Elev. = 671.69 48" RCP (N) = 659.55 36" RCP (E) = 661.58 15" Conc. (S) = 666.09 8" Clay (S) = 663.58	Storm MH #1502 2' Structure Rim Elev. = 676.76 30" RCP (E) = 669.23 12" Clay (S) = 669.14 36" Conc. (W) = 669.07	Catch Basin #1503 2' Structure Rim Elev. = 676.45 Bottom = 673.57	Sanitary MH #1504 2' Structure Rim Elev. = 676.59 8" Clay (E) = 667.00 8" Clay (S) = 667.00	Catch Basin #1505 2' Structure Rim Elev. = 680.12 8" Conc. (N) = 670.77 36" RCP (E) = 669.94 8" Conc. (S) = 671.91 30" RCP (W) = 669.88	Sanitary MH #1522 2' Structure Rim Elev. = 678.63 8" Clay (E) = 666.70 8" Clay (W) = 666.72	Catch Basin #1540 2' Structure Rim Elev. = 677.02 8" Conc. (SE) = 672.39	Catch Basin #1549 2' Structure Rim Elev. = 676.73 8" Conc. (E) = 672.28 8" Conc. (SW) = 672.27	Catch Basin #1558 2' Structure Rim Elev. = 676.50 36" X 36" Box (E-W) = 666.50 Top of Box = 669.50 15" (S) = 669.17	Storm MH #1632** 2' Structure Rim Elev. = 676.04 No access	Storm MH #1636*** 2' Structure Rim Elev. = 676.30 15" (N) = 670.97 12" (W) = 671.30 10" (S) = 670.97	Storm MH #1678*** 2' Structure Rim Elev. = 676.22 12" (S) = 671.22	Storm MH #1679*** 2' Structure Rim Elev. = 676.29 12" (N) = 669.83 18" (S) = 669.83	Storm MH #1696*** 2' Structure Rim Elev. = 678.31 8" Conc. (NW) = 672.13 8" Conc. (S) = 671.47 8" Conc. (E) = 672.18	Storm MH #1697*** 2' Structure Rim Elev. = 676.49	Catch Basin #1740*** 4' Structure Rim Elev. = 674.32 E (not visible) Water = 669.49	Catch Basin #1779*** 4' Structure Rim Elev. = 676.46 18" (NS) = 670.29 ±	Catch Basin #1780*** 4' Structure Rim Elev. = 676.37 36" (E) = 665.95 36" (E) plugged 18" (N) = 669.29 ±	Storm MH #1801*** 4' Structure Rim Elev. = 676.28 24" (N-S) = 667.61 15" (E-W) = 670.45	Storm MH #1802*** 4' Structure Rim Elev. = 676.42 30" (S) = 669.88 15" (W) = 669.88	Catch Basin #1801*** 4' Structure Rim Elev. = 675.41 No visible pipe Water = 671.04	Storm MH #2145*** 4' Structure Rim Elev. = 676.50 30" (N-S) = 669.83 12" CPP (S) = 672.40 12" CPP (E) = 672.35 (W) not visible	Catch Basin #2981 4' Structure Rim Elev. = 678.39 12" CPP (W) = 674.11 (S) not visible Bottom Str. = 671.67 Water = 676.61	Sanitary MH #4172 4' Structure Rim Elev. = 678.75 24" Metal (N) = 662.37 12" (N-S) = 667.61 12" Clay (E) = 663.56 12" Clay (W) = 663.44	Sanitary MH #4492 4' Structure Rim Elev. = 678.93 8" Clay (S) = 668.71	Catch Basin #4602 2' Structure Rim Elev. = 678.36 12" CPP (N) = 673.77	Catch Basin #4607 4' Structure Rim Elev. = 677.77 12" CPP (W) = 672.23 12" CPP (S) = 672.40 12" CPP (E) = 672.35 (W) not visible
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NOTES

*** Measure downs provided by R. Berends on 08/09/2022



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ST. LOUIS

PREPARED FOR:
Rhoades McKee PC
Todd Hendricks

55 Campau Avenue NW
Suite 300
Grand Rapids, MI 49503

CREATED:
Drawn: ED Date: 03.25.22

REVISIONS:

Rev: Additional Topo	Drawn: ED	Date: 05.06.22
Rev: Additional Topo	Drawn: ED	Date: 06.11.22
Rev: Additional utility measure downs	Drawn: ED	Date: 08.09.22

Franklin Site 36, LLC
Topographic Survey
300 36th Street SW
PART OF THE EAST 1/2 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

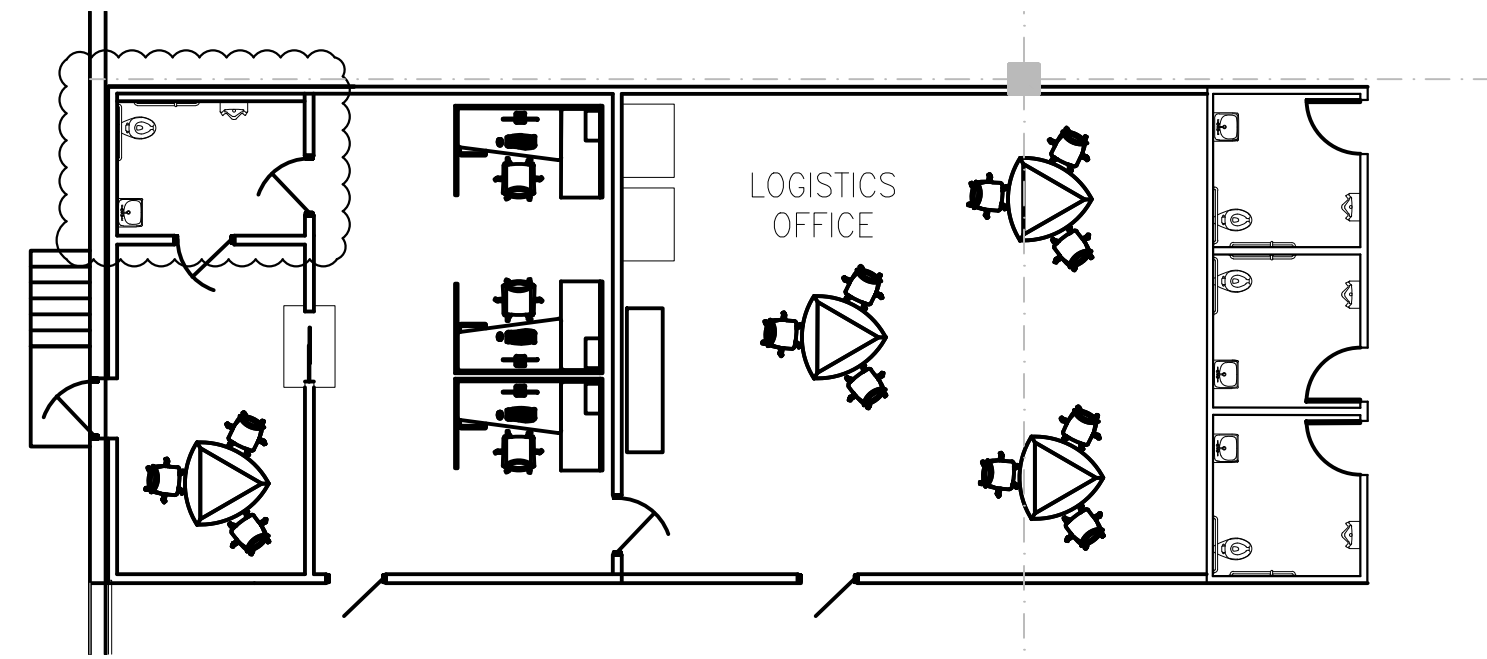
STAMP:

STATE OF MICHIGAN
Randal J. Vugteveen
License No. 4001028429
Professional Engineer

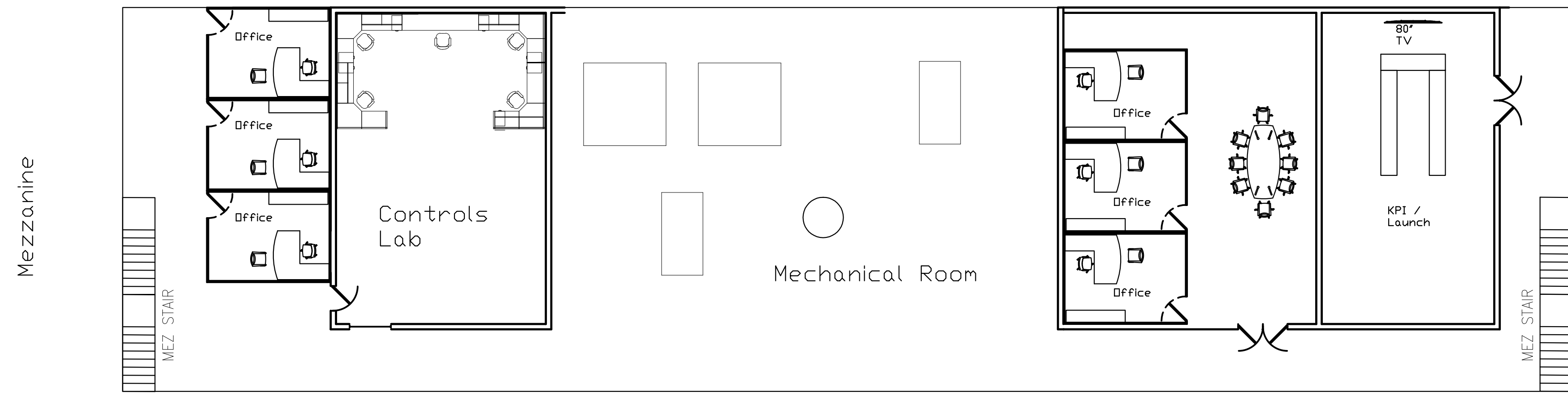
PROJECT NO:
22400178

SHEET NO:
TO.3

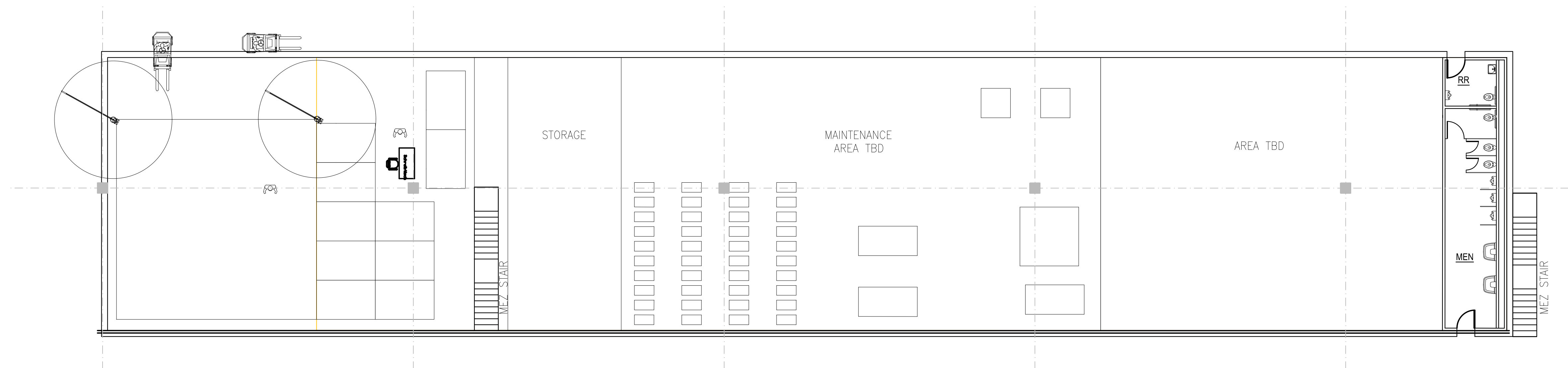
SHEET: 3 OF 3



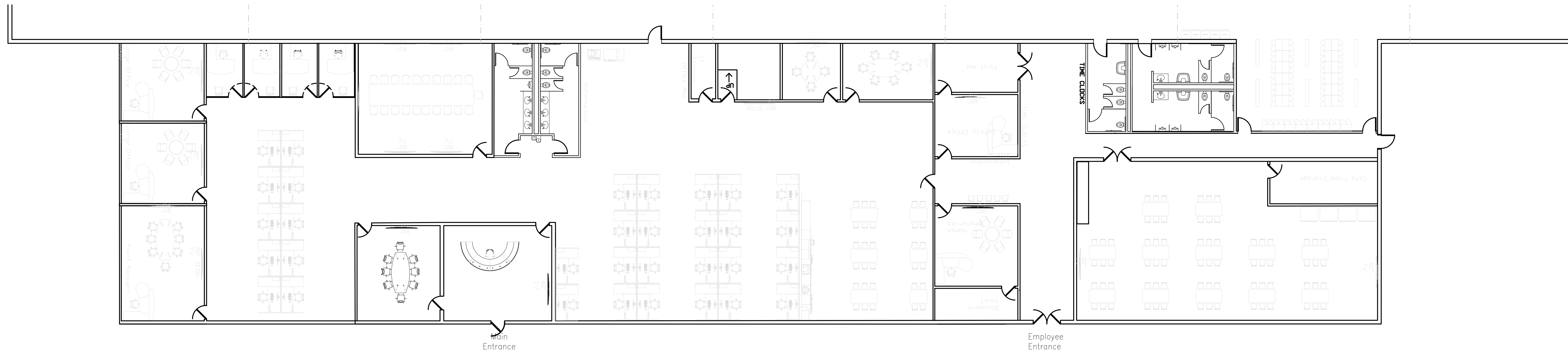
Logistics Office Plan



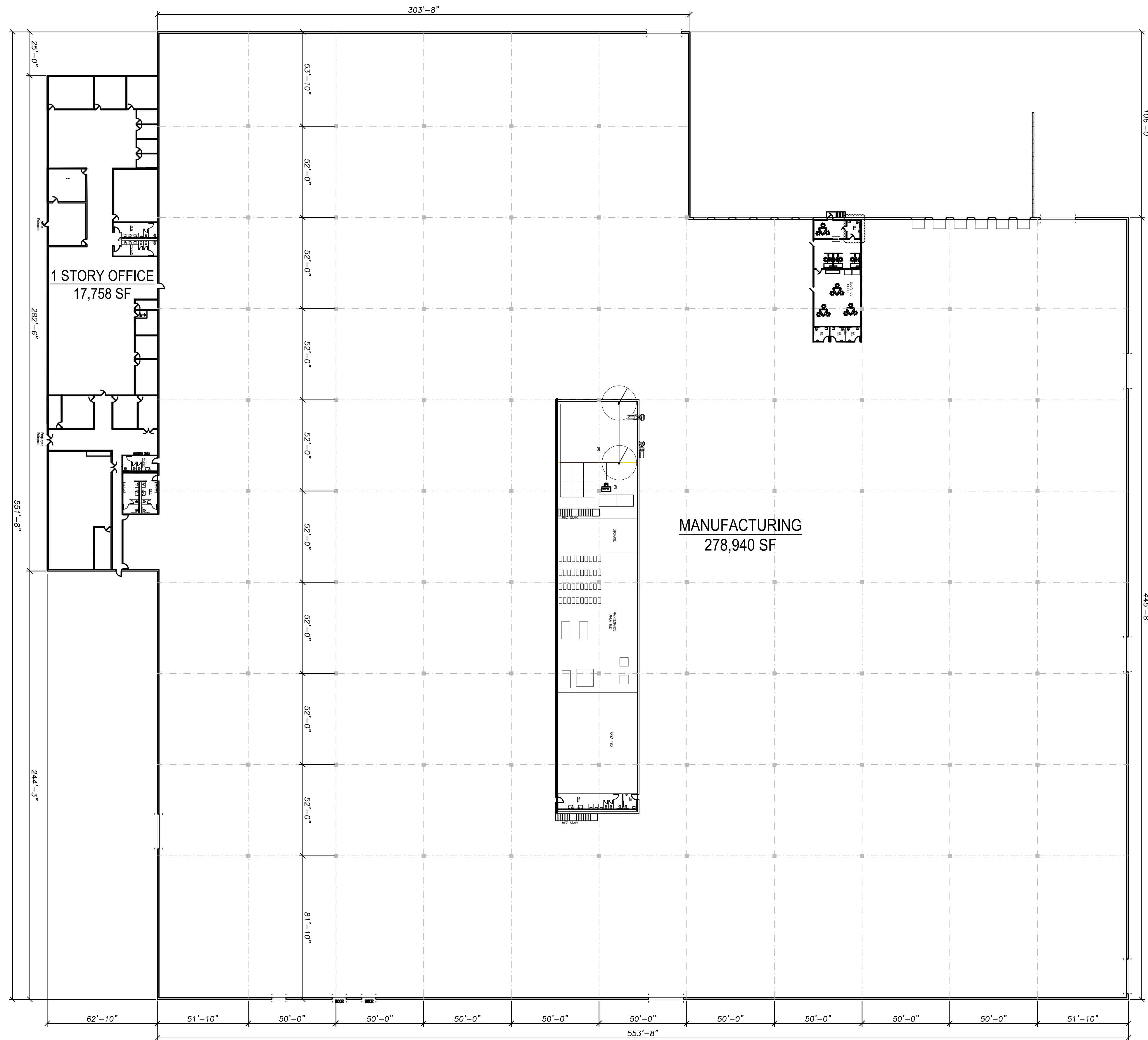
Plant Mezzanine Plan



Plant Office Plan



Main Office Plan



Proposed Overall Floor Plan

Wyoming, MI

BUCHANAN AVENUE

EAST LINE, WEST 1/2, NORTHEAST 1/4, SECTION 24, T6N, R12W

S00°40'23"E

S00°09'54"E 484.31'

S00°25'57"E 394.25'

230.34'

L=125.80'
R=101.80'

PARTIAL DESCRIPTION

Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan

(See page 2 of 2 for full description)

"1"

14.65 ACRES

S00°49'32"E 1161.50'

"2"

20.01 ACRES

553.04'

N89°50'06"E

678.50'

N89°50'06"E
37.91'

N00°49'32"W 1488.46'

S00°46'25"E 1476.74'

NORTH-SOUTH 1/4 LINE, SECTION 24, T6N, R12W

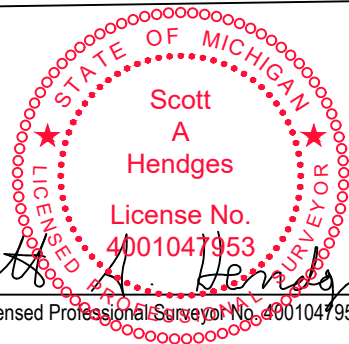
CONRAIL RAILWAY

40TH STREET
STAFFORD AVENUE
L=117.19'
R=290.59'
S41°46'07"W 243.88'
N88°22'09"W 103.03'
S46°40'07"W 46.67'
L=37.05'
R=165.00'
N88°29'53"W 132.40'

36TH STREET

NORTH LINE, SECTION 24, T6N, R12W

N. 1/4 COR,
SEC 24, T6N,
R12W



By: *Scott A. Hendges*
Scott A. Hendges Licensed Professional Surveyor No. 4001047953

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

SCALE: 1" = 250'



Franklin Partners Gary Tamminga 1900 Spring Road Suite 100 Oak Brook, IL 60523		PRJ #: 22400178DSC1
300 36th Street SW		
DRAWN BY: DS	DATE: 3/25/2024	1 OF 2
REV. BY:	REV. DATE:	
REV.:		

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Holland, Indianapolis

DESCRIPTIONS

Parcel "1"

Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S00°46'25"E 1476.74 feet along the North-South 1/4 line of said Section; thence N89°50'06"E 716.41 feet to the Point of Beginning; thence continuing N89°50'06"E 553.04 feet; thence S00°09'54"E 484.31 feet along the Westerly Right-of-Way line of Buchanan Avenue; thence S00°25'57"E 394.25 feet along said Westerly line; thence S00°40'23"E 230.34 feet along said Westerly line; thence Southwesterly 125.80 feet along a 101.80 foot radius curve to the right, said curve having a central angle of 70°48'21", and a chord bearing S56°06'01"W 117.95 feet; thence N88°29'53"W 445.63 feet along the Northerly Right-of-Way line of 40th Street; thence N00°49'32"W 1161.50 feet to the Point of Beginning. Contains 14.65 acres. Subject to easements, restrictions and rights-of-way of record.

Parcel "2"

Part of the Northeast 1/4 of Section 24, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section; thence S00°46'25"E 1476.74 feet along the North-South 1/4 line of said Section; thence N89°50'06"E 37.91 feet to the Point of Beginning; thence continuing N89°50'06"E 678.50 feet; thence S00°49'32"E 1161.50 feet; thence N88°29'53"W 249.67 feet along the Northerly Right-of-Way line of 40th Street; thence S46°40'07"W 46.67 feet; thence N88°22'09"W 9.30 feet along the East-West 1/4 line of said Section; thence Southwesterly 37.05 feet along a 165.00 foot radius curve to the left, said curve having a central angle of 12°51'56", and a chord bearing S48°12'05"W 36.97 feet along the Westerly Line of Stafford Avenue; thence S41°46'07"W 243.88 feet along said Westerly line; thence Southwesterly 117.19 feet along a 290.59 foot radius curve to the left, said curve having a central angle of 23°06'27", and a chord bearing S30°12'44"W 116.40 feet along said Westerly line; thence N88°29'53"W 132.40 feet; thence N00°49'32"W 1488.46 feet along the Easterly line of Conrail Railway Right-of-Way to the Point of Beginning. Contains 20.01 acres. Subject to easements, restrictions and rights-of-way of record.



By: Scott A. Hendges
 Scott A. Hendges Licensed Professional Surveyor No. 4001047953



Franklin Partners Gary Tamminga 1900 Spring Road Suite 100 Oak Brook, IL 60523		 www.nederveld.com • 800.222.1868 Grand Rapids 217 Grandville Ave., Suite 302 Grand Rapids, MI 49503 Ann Arbor, Chicago, Columbus, Holland, Indianapolis
300 36th Street SW		
DRAWN BY: DS REV. BY: REV.:	DATE: 3/25/2024 REV. DATE:	PRJ #: 22400178DSC1 2 OF 2

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE APPLICATION AND IMPLEMENTATION OF
A MICHIGAN SHARED STREETS AND SPACES GRANT

WHEREAS:

1. The City of Wyoming is an incorporated municipality of the State of Michigan and therefore an eligible applicant to apply for the one-time appropriation of Shared Streets and Spaces Grant (SSSG) funding through the Michigan Department of Transportation.
2. The City of Wyoming strives for a more walkable, bikeable, and transit-friendly community, and is submitting an application for funding for the City Center HAWK Signal.
3. The City of Wyoming finds that this project uses innovation and forward-thinking project planning, design, and construction, considers equity and accessibility in the selection of the project, and meets program goals.
4. The City of Wyoming has worked across municipal departments to gain broader agency support and coordination for ease of implementation as desired by the program goals.
5. The City of Wyoming has presented the project in a public forum and notified the community at large about this application and exciting opportunity.
6. The City of Wyoming authorizes Mayor Kent Vanderwood and City Clerk Kelli VandenBerg as representatives on behalf of the city to sign a contract upon receipt of a grant funding award.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council Wyoming hereby submits to the State of Michigan an application for the Shared Streets and Spaces Grant program for the project described herein, and commits to additional funding that may be required over and beyond the grant amount.
2. The City of Wyoming hereby agrees to the implementation and continued maintenance of the resulting Shared Streets and Spaces Grant project.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: May 28, 2024
Subject: Michigan Shared Streets and Spaces Grant
CC: Nicole Hofert, Director of Community & Economic Development
John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Paul Smith, Assistant Director of Community & Economic Development
Meeting Date: June 3, 2024

RECOMMENDATION

It is recommended that City Council hold a public hearing to accept comment on the proposed HAWK signal to facilitate the City Center Trail crossing of DeHoop Avenue. This public hearing is a requirement for the Michigan Shared Streets and Spaces Grant.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.
 - OBJECTIVE 1 – Complete City Center public improvements.

DISCUSSION

Grant Description

The Michigan Department of Transportation (MDOT) has a one-time appropriation of \$3.5 million for the “Shared Streets and Spaces” grant to support “quick-build” projects with the purpose of making communities more walkable and bikeable. This grant offers up to \$200,000 per project for each project and has no local match requirement.

Project Details

The City Center Trail crosses DeHoop Avenue just north of 28th Street. This mid-block crossing occurs on a hill and requires a HAWK (High Intensity Activated Crosswalk) signal to facilitate safe pedestrian crossings, especially in the morning and evening hours where limited light affects visibility. The City Center budget includes \$150,000 for this piece of equipment and its installation.

Local Requirements

Local government applicants must complete an online application that details information about the applying organizational, designated contact, project specifications, project site, project budget, project timelines, alignment with state goals, and documentation of public engagement. There is not a requirement that applicants set aside matching funds, so the entire project cost can be grant funded. However, the local government is required to hold a public hearing for community members to comment on the project.

BUDGET IMPACT

The City Center project budget includes \$150,000 for this equipment and its installation. With no local match requirement, the budget impact is a savings of up to \$150,000.

RESOLUTION NO. _____

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

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the need to provide fair housing enforcement.
2. The Fair Housing Center of West Michigan shall provide complaint assistance and investigation to obtain evidence of discriminatory housing practices and initiate appropriate enforcement action where such evidence exists. The Wyoming City Council desires to invest \$20,000 in this service.
3. The Wyoming City Council has approved the 2024-2025 budget, which includes these services. These funds shall be available in Account No. 256-400-69225-956.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.
2. The Wyoming City Council authorizes the Mayor/Clerk and/or City Manager to sign the contract and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 28, 2024
Subject: CDBG Funding 2024-2025
CC: Nicole Hofert, Director of Community & Economic Development
John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Paul Smith, Assistant Director of Community & Economic Development
Meeting Date: June 3, 2024

RECOMMENDATION

It is recommended the City Council authorize the Mayor and City Clerk to execute the attached contracts with the following entities: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2024 through May 2025.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming’s sense of identity.
 - OBJECTIVE 3 – Develop plan for strengthening community partnerships.

DISCUSSION

The Wyoming City Council approved the 2024-2025 Annual Action Plan at its April 15 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement:** 20 low-moderate income households throughout the City, have the benefit of access to fair housing complaint investigation services for the purpose of providing decent affordable housing (\$20,000.00).
- **Family Promise of West Michigan - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 6 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).
- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services of Kent County – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 80 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of Western Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$40,000.00).

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

BUDGET IMPACT

The contract amounts are not to exceed the following: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69225-956.035), Family Promise of West Michigan (256-400-69225-956.311 and 256-400-69225-956.312), Heart of West Michigan United Way (256-400-17525-956.036), Home Repair Services of Kent County (256-400-69225-956.085), and Legal Aid of Western Michigan (256-400-69225-956.304).

CITY OF WYOMING

SUBRECIPIENT CONTRACT

(FAIR HOUSING CENTER OF WEST MICHIGAN)

This Subrecipient Contract is made as of July 1, 2024, to be effective through June 30, 2025, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Fair Housing Center of West Michigan, a Michigan non-profit corporation of 20 Hall Street SE, Grand Rapids, Michigan, 49507 (**Subrecipient**).

RECITALS

A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.

B. Subrecipient's mission includes providing various legal counseling and/or representation to low- and moderate-income persons and Subrecipient has worked with other municipalities to provide such services using CDBG funds.

TERMS AND CONDITIONS

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

1. Program Objectives. The program objectives of this Contract (**Program Objectives**) are (i) Fair Housing Complaint Assistance/Investigation: The Subrecipient shall accept requests from eligible low-moderate income households desiring complaint investigation and determination services in response to allegations of housing discrimination throughout the City which the Subrecipient may receive, from any source, during the term of this Agreement.

2. Subrecipient's Services.

A. Subrecipient services for fair housing services and will include:

1. Subrecipient will accept requests from eligible low-moderate income households desiring fair housing to prevent homelessness in accordance with Subrecipient's policies, practices, and ethical requirements. When Subrecipient is unable to provide timely services, Subrecipient will attempt to provide persons suggestions of other possible service providers. The Subrecipient shall utilize, in their expert opinion, any and all necessary methods of acceptable investigation, testing, etc. practices to determine the merits of such complaints. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more complaints, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

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

3. Subrecipient and any of its officers, employees, volunteers, contractors, or other agents (**Subrecipient's personnel**) providing services under this contract will be properly licensed to provide those services in Michigan.

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

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

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

A. Subrecipient's files will include agreements and time or other record listing the work performed and time expended for each matter for each client. Any client desiring a detailed report for a particular job shall be provided with this itemization upon request. They will also include copies of memos, briefs, correspondence, and other materials accumulated or produced for Services provided each client.

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

4. Loss of Client Eligibility.

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

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

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

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

B. If Subrecipient or Subrecipient's personnel will, as part of work on this Contract, engage with others for or on behalf of City, Subrecipient must ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression

height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan (a portion of City's nondiscrimination policy accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

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

D. Subrecipient must retain and, upon City's request, subject to Subrecipient's professional ethical obligations as stated in section 3, provide access to and copies of all information and reports as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.

E. If Subrecipient subcontracts any work or engages experts or others in any work on behalf of a client under this Contract, Subrecipient will reasonably ensure those subcontracted or engaged comply with subsections A through D and take reasonable actions to ensure compliance with these provisions including sanctions for noncompliance.

6. Records, Reports, and Information.

A. Subrecipient will create and maintain the records required by section 3 of this Contract for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.

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

C. Subrecipient must verify financial eligibility of the client with income documentation, including, but not limited to, income tax returns, paystubs, W2s, award letters, and any other income documents as necessary. In lieu of income documents, the subrecipient may provide a CDBG compliant client signed self-certification form documenting the client's income meets low-moderate income levels. If income documentation or a CDBG compliant self-certification form is not available and/or collected, the case is ineligible for reimbursement from the City.

D. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Director of Community and Economic Development for City's review Subrecipient's "administrative practices and policies" that will include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.

E. Subrecipient will maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. By June 25, 2024, subject to Subrecipient's professional ethical obligations and with an estimate of the services to be provided in the last 5 days of the Contract term, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.

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

2. A quarterly and unduplicated demographic report detailing the number of households and individuals assisted by racial and ethnic group, single headed households (by gender and household head), and income levels, for any program or activity funded in whole or in part with CDBG funds. The quarterly reports must also indicate whether the fair housing assistance was administered on an emergency basis to prevent homelessness.

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

Subrecipient Name – Fair Housing Center of West Michigan

Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of a contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>. Subrecipient's Unique Entity Identifier – FJCEZ9454PM4.

City Federal Award Identification Number – B-24-MC-26-0020

City Federal Award Date – July 1, 2024

Subaward Period of Performance Start & End Date – July 1, 2024-June 30, 2025

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

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

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

Federal Award Project Description – (i) Public Services-Fair Housing: Wyoming residents have access to fair housing complaint assistance/investigation for the purpose of providing decent affordable housing.

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

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

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

F. The contract funds will not be available until City obtains federal "environmental clearance" for use of those funds as provided in this Contract.

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

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

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

8. HUD §3 Training and Employment of Low- and Very-Low-Income Persons. Do we want this in all contracts too?

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

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

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

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

E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.

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

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

9. Time of Performance. On July 1, 2024, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on June 30, 2025, unless otherwise terminated pursuant to the terms of this Contract.

10. Compensation and Payment.

A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$20,000.00** from City's CDBG funds for its program.

B. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of **\$20,000.00** from City's CDBG funds.

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

D. Subrecipient agrees to report and invoice on the 15th day of each calendar quarter for services provided the previous calendar period, except that the final quarterly invoice is due by June 25, 2025.

E. Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding

generally, and reimbursement for CDBG activities from City specifically. SAM registry is required prior to commencing any activities under this Contract.

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

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

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

13. Finance Procedures.

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

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

C. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

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

17. Audits and Inspections.

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

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

2. Permit City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

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

Subrecipient, regardless of funding source.

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

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

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

18. Conflict of Interest. Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

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

21. Indemnification and Insurance.

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

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

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

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

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

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

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

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

Bodily Injury - \$500,000 per person/\$500,000 per occurrence

Property Damage - \$500,000 per occurrence

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

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

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

22. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.

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

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

25. Waiver. The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached

will not be a waiver of that provision nor any other provision of this Contract.

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

27. City Offices and Officers. When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates its Community & Economic Development Department and that department's director as the office and officer with authority and responsibility for administering this Contract.

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

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

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

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

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

29. Contract Termination at City's Discretion. Upon 30-days' written notice to Subrecipient, City may terminate this Contract and all of the City's obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the proceeding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be determined by totaling City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amounts expended over such period. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

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

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

City of Wyoming

Fair Housing of West Michigan

By: _____
Kent Vanderwood, Mayor

By: _____
Sharon Smith, Board President

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2024

Date signed: June __, 2024

Approved as to form:

Scott G. Smith, City Attorney

Approved by City Council on June 3, 2024

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH FAMILY PROMISE OF WEST MICHIGAN

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan to reduce the number of people and families experiencing homelessness and the need for affordable housing.
2. Family Promise of West Michigan shall provide re-housing financial assistance for low- and moderate-income families moving out of homelessness and into stabilized housing with short-term rental assistance. The Wyoming City Council desires to invest \$15,000 in this service.
3. Family Promise of West Michigan shall provide re-housing stabilization services for low- and moderate-income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency. The Wyoming City Council desires to invest \$10,000 in this service.
4. The Wyoming City Council has approved the 2024-2025 budget, which includes these services. The re-housing financial assistance funds shall be available in Account No. 256-400-69225-956.311 and the re-housing stabilization services shall be available in Account No. 256-400-69225-956.312.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: May 28, 2024
Subject: CDBG Funding 2024-2025
CC: Nicole Hofert, Director of Community & Economic Development
John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Paul Smith, Assistant Director of Community & Economic Development
Meeting Date: June 3, 2024

RECOMMENDATION

It is recommended the City Council authorize the Mayor and City Clerk to execute the attached contracts with the following entities: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2024 through May 2025.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming’s sense of identity.
 - OBJECTIVE 3 – Develop plan for strengthening community partnerships.

DISCUSSION

The Wyoming City Council approved the 2024-2025 Annual Action Plan at its April 15 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement:** 20 low-moderate income households throughout the City, have the benefit of access to fair housing complaint investigation services for the purpose of providing decent affordable housing (\$20,000.00).
- **Family Promise of West Michigan - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 6 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).
- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services of Kent County – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 80 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of Western Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$40,000.00).

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

BUDGET IMPACT

The contract amounts are not to exceed the following: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69225-956.035), Family Promise of West Michigan (256-400-69225-956.311 and 256-400-69225-956.312), Heart of West Michigan United Way (256-400-17525-956.036), Home Repair Services of Kent County (256-400-69225-956.085), and Legal Aid of Western Michigan (256-400-69225-956.304).

CITY OF WYOMING

SUBRECIPIENT CONTRACT (FAMILY PROMISE OF WEST MICHIGAN)

This Subrecipient Contract is made as of July 1, 2024, to be effective through June 30, 2025, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Family Promise of West Michigan, a Michigan non-profit corporation of 516 Cherry Street SE, Grand Rapids, Michigan, 49503 (**Subrecipient**).

RECITALS

A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.

B. Subrecipient's mission includes providing various re-housing financial assistance and/or housing stabilization services to low- and moderate-income households and Subrecipient has worked with the City and other municipalities to provide such services using CDBG funds.

TERMS AND CONDITIONS

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

1. Program Objectives. The program objectives of this Contract (**Program Objectives**) are (i) Re-Housing Financial Assistance for low- and moderate- income Wyoming households moving out of homelessness and into stabilized housing, for the purpose of preventing homelessness and providing decent affordable housing, and (ii) Re-Housing Stabilization Services for low- and moderate- income Wyoming households to receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

2. Subrecipient's Services.

A. Subrecipient services for both Re-Housing Financial Assistance and Re-Housing Stabilization will include:

1. Re-Housing Financial Assistance: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately six (6) low- and moderate-income Wyoming households moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of \$5,000.00 per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed \$15,000.00. All payments are to be paid directly to the service provider on behalf of an individual or family receiving services. No funds may be paid directly to the service recipient. Re-Housing Stabilization Services: The Subrecipient will use CDBG funds allocated by the City for the cost of providing approximately twelve (12) low- and moderate-income Wyoming households with support services to help maintain permanent housing and build assets to support self-sufficiency. A maximum of \$2,000.00 per household may be provided for these services for up to nine months, with the total amount expended not to exceed \$10,000.00. All payments are to be paid directly to the service provider on behalf of an individual or family receiving services. No funds may be paid directly to the service recipient.

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

3. Subrecipient and any of its officers, employees, volunteers, contractors, or other agents (**Subrecipient's personnel**) providing services under this contract will be properly trained to provide those services in Michigan.

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

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

A. Subrecipient's files will include agreements and time or other record listing the work performed and time expended for each client. Files must include proof of income and any payments made on behalf of the client.

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

4. Loss of Client Eligibility.

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

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

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

A. Subrecipient and Subrecipient's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. Subrecipient and Subrecipient's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964,

Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

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

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

D. Subrecipient must retain and, upon City's request, subject to Subrecipient's professional ethical obligations as stated in section 3, provide access to and copies of all information and reports as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.

E. If Subrecipient subcontracts any work or engages experts or others in any work on behalf of a client under this Contract, Subrecipient will reasonably ensure those subcontracted or engaged comply with subsections A through D and take reasonable actions to ensure compliance with these provisions including sanctions for noncompliance.

6. Records, Reports, and Information.

A. Subrecipient will create and maintain the records required by section 3 of this Contract for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.

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

C. Subrecipient must verify financial eligibility of the client with income documentation, including, but not limited to, income tax returns, paystubs, W2s, award letters, and any other income documents as necessary. If income documentation is not available and/or collected, the case is ineligible for reimbursement from the City.

D. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Director of Community and Economic Development for City's review Subrecipient's "administrative practices and policies" that will include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.

E. Subrecipient will maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. By June 25, 2025, subject to Subrecipient's professional ethical obligations and with an estimate of the services to be provided in the last 5 days of the Contract term, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.

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

2. A monthly or quarterly unduplicated demographic report detailing the number of households and individuals assisted by racial and ethnic group, single headed households (by gender and household head), and income levels, for any program or activity funded in whole or in part with CDBG funds. The quarterly reports must also indicate whether the housing assistance was administered on an emergency basis to prevent homelessness.

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

Subrecipient Name – Family Promise of West Michigan

Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of a contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>. Subrecipient's Unique Entity Identifier -G2BGP6M6JXL4

City Federal Award Identification Number – B-24-MC-26-0020

City Federal Award Date – July 1, 2024

Subaward Period of Performance Start & End Date – July 1, 2024-June 30, 2025

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$25,000.00 Total**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$25,000.00 Total**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$25,000.00 Total**

Federal Award Project Description – (i) Public Services-Re-Housing Financial Assistance: CDBG funds allocated by the City for the cost of providing low- and moderate-income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance (\$15,000.00), and (ii) Public Services-Re-Housing Stabilization Services: providing low- and moderate-income Wyoming families with support services to help maintain permanent housing and build assets to support self-sufficiency (\$10,000.00).

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

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

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

G. The contract funds will not be available until City obtains federal "environmental clearance" for use of those funds as provided in this Contract.

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

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

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

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

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

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

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

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

E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.

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

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

9. Time of Performance. On July 1, 2024, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on June 30, 2025, unless otherwise terminated pursuant to the terms of this Contract.

10. Compensation and Payment.

A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$25,000.00** from City's CDBG funds for its program.

B. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of **\$25,000.00** from City's CDBG funds.

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

D. Subrecipient agrees to report and invoice on the 15th day of each calendar quarter or month for services provided the previous calendar period, except that the invoice is due by June 25, 2025..

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

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

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

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

13. Finance Procedures.

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

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

C. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

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

17. Audits and Inspections.

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

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

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

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

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

18. Conflict of Interest. Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

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

21. Indemnification and Insurance.

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

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

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

Bodily Injury - \$1,000,000 per person/\$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence
General Aggregate - \$2,000,000 per occurrence
Products/Completed Operations - \$2,000,000 per occurrence

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

Bodily Injury - \$500,000 per person/\$500,000 per occurrence
Property Damage - \$500,000 per occurrence

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

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

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

22. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements,

limitations, and precautions to reduce transmission of infectious diseases.

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

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

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

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

27. City Offices and Officers. When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates its Community & Economic Development Department and that department’s director as the office and officer with authority and responsibility for administering this Contract.

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

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

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

Subpart J of 24 CFR570.504, “Program Income.”

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

29. Contract Termination at City’s Discretion. Upon 30-days’ written notice to Subrecipient, City may terminate this Contract and all of the City’s obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the preceding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be determined by totaling City’s contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amounts expended over such period. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

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

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

City of Wyoming

Family Promise of West Michigan

By: _____
Kent Vanderwood, Mayor

By: _____
Tenisa Frye, CEO

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2024

Date signed: June __, 2024

Approved as to form:

Scott G. Smith, City Attorney

Approved by City Council on June 3, 2024

RESOLUTION NO. _____

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

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of housing consumer legal services.
2. The City desires to invest \$40,000 in support of Legal Aid of Western Michigan to provide legal services and tenant/landlord counseling to households to prevent homelessness.
3. The Wyoming City Council has approved the 2024-2025 budget, which includes these services. These funds shall be available in Account No. 256-400-69225-956.304.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Legal Aid of Western Michigan for an amount not to exceed \$40,000.00.
2. The Wyoming City Council authorizes the Mayor/Clerk and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 28, 2024
Subject: CDBG Funding 2024-2025
CC: Nicole Hofert, Director of Community & Economic Development
John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Paul Smith, Assistant Director of Community & Economic Development
Meeting Date: June 3, 2024

RECOMMENDATION

It is recommended the City Council authorize the Mayor and City Clerk to execute the attached contracts with the following entities: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2024 through May 2025.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming’s sense of identity.
 - OBJECTIVE 3 – Develop plan for strengthening community partnerships.

DISCUSSION

The Wyoming City Council approved the 2024-2025 Annual Action Plan at its April 15 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement:** 20 low-moderate income households throughout the City, have the benefit of access to fair housing complaint investigation services for the purpose of providing decent affordable housing (\$20,000.00).
- **Family Promise of West Michigan - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 6 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).
- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services of Kent County – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 80 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of Western Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$40,000.00).

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

BUDGET IMPACT

The contract amounts are not to exceed the following: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69225-956.035), Family Promise of West Michigan (256-400-69225-956.311 and 256-400-69225-956.312), Heart of West Michigan United Way (256-400-17525-956.036), Home Repair Services of Kent County (256-400-69225-956.085), and Legal Aid of Western Michigan (256-400-69225-956.304).

CITY OF WYOMING

SUBRECIPIENT CONTRACT (LEGAL AID OF WESTERN MICHIGAN)

This Subrecipient Contract is made as of July 1, 2024, to be effective through June 30, 2025, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Legal Aid of Western Michigan, a Michigan non-profit corporation of 25 Division Ave S, Suite 300, Grand Rapids, MI 49503 (**Subrecipient**).

RECITALS

A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.

B. Subrecipient's mission includes providing various legal counseling and/or representation to low- and moderate-income persons and Subrecipient has worked with other municipalities to provide such services using CDBG funds.

TERMS AND CONDITIONS

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

1. Program Objectives. The program objectives of this Contract (**Program Objectives**) are (i) for legal services to provide legal aid to low- and moderate-income persons at risk of homelessness with the goal of legal intervention and resolution to prevent the forced displacement of homeowners, and (ii) for tenant/landlord counseling to provide counseling to help prevent or settle disputes between low- and moderate-income tenants and their landlords with the goal of legal intervention and resolution to prevent the forced displacement of tenants. City will use the Program Objectives to determine the impact and effectiveness of Subrecipient's services and activities under this Contract.

2. Subrecipient's Services.

A. Subrecipient services for both legal services and tenant/landlord counseling will include:

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

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

3. Subrecipient and any of its officers, employees, volunteers, contractors, or other agents (**Subrecipient's personnel**) providing services under this contract will be properly licensed to provide those services in Michigan.

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

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

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

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

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

4. Loss of Client Eligibility.

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

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

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

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

B. If Subrecipient or Subrecipient's personnel will, as part of work on this Contract, engage with others for or on behalf of City, Subrecipient must ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression

height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan (a portion of City's nondiscrimination policy accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

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

D. Subrecipient must retain and, upon City's request, subject to Subrecipient's professional ethical obligations as stated in section 3, provide access to and copies of all information and reports as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.

E. If Subrecipient subcontracts any work or engages experts or others in any work on behalf of a client under this Contract, Subrecipient will reasonably ensure those subcontracted or engaged comply with subsections A through D and take reasonable actions to ensure compliance with these provisions including sanctions for noncompliance.

6. Records, Reports, and Information.

A. Subrecipient will create and maintain the records required by section 3 of this Contract for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.

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

C. Subrecipient must verify financial eligibility of the client with income documentation, including, but not limited to, income tax returns, paystubs, W2s, award letters, and any other income documents as necessary. In lieu of income documents, the subrecipient may provide a CDBG compliant client signed self-certification form documenting the client's income meets low-moderate income levels. If income documentation or a CDBG compliant self-certification form is not available and/or collected, the case is ineligible for reimbursement from the City.

D. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Director of Community and Economic Development for City's review Subrecipient's "administrative practices and policies" that will include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.

E. Subrecipient will maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. By June 25, 2024, subject to Subrecipient's professional ethical obligations and with an estimate of the services to be provided in the last 5 days of the Contract term, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.

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

2. A quarterly and unduplicated demographic report detailing the number of households and individuals assisted by racial and ethnic group, single headed households (by gender and household head), and income levels, for any program or activity funded in whole or in part with CDBG funds. The quarterly reports must also indicate whether the legal assistance was administered on an emergency basis to prevent homelessness.

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

Subrecipient Name – Legal Aid of West Michigan

Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of a contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>. Subrecipient's Unique Entity Identifier – M1S8RE254QG4.

City Federal Award Identification Number – B-24-MC-26-0020

City Federal Award Date – July 1, 2024

Subaward Period of Performance Start & End Date – July 1, 2024-June 30, 2025

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$40,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$40,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$40,000.00**

Federal Award Project Description – (i) Public Services-Legal Services: Services providing legal aid to low- and moderate-income

(LMI) persons and (ii) Public Services-Tenant/Landlord Counseling: Counseling to help prevent or settle disputes between tenants and landlords.

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

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

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

F. The contract funds will not be available until City obtains federal "environmental clearance" for use of those funds as provided in this Contract.

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

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

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

8. HUD §3 Training and Employment of Low- and Very-Low-Income Persons. Do we want this in all contracts too?

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

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

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

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

E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.

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

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

9. Time of Performance. On July 1, 2024, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on June 30, 2025, unless otherwise terminated pursuant to the terms of this Contract.

10. Compensation and Payment.

A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$40,000.00** from City's CDBG funds for its program.

B. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of **\$40,000.00** from City's CDBG funds.

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

D. Subrecipient agrees to report and invoice on the 15th day of each calendar quarter for services provided the previous calendar, except

that the final quarterly invoice is due by June 25, 2025.

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

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

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

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

13. Finance Procedures.

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

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

C. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

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

17. Audits and Inspections.

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

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

2. Permit City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices,

contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

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

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

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

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

18. Conflict of Interest. Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

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

21. Indemnification and Insurance.

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

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

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

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

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

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

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

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

Bodily Injury - \$500,000 per person/\$500,000 per occurrence

Property Damage - \$500,000 per occurrence

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

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

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

22. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.

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

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

recipient shall also meet the notice requirement.

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

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

27. City Offices and Officers. When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates its Community & Economic Development Department and that department's director as the office and officer with authority and responsibility for administering this Contract.

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

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

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

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

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

29. Contract Termination at City's Discretion. Upon 30-days' written notice to Subrecipient, City may terminate this Contract and all of the City's obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the proceeding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be determined by totaling City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amounts expended over such period. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

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

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

City of Wyoming

Legal Aid of West Michigan

By: _____
Kent Vanderwood, Mayor

By: _____
James Brunner, Board President

Date signed: June __, 2024

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2024

Approved as to form:

Scott G. Smith, City Attorney

Approved by City Council on June 3, 2024

RESOLUTION NO. _____

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

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the need to maintain housing stock through homeowner rehabilitation programs.
2. The City desires to invest \$90,000.00 in support of two programs administered by Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities, in its efforts to maintain community housing stock.
3. The Wyoming City Council has approved the 2024-2025 budget, which includes these services. These funds shall be available in Account No. 256-400-69225-956.085.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$90,000.00.
2. The Wyoming City Council authorizes the Mayor/Clerk and/or City Manager to sign the contract and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 28, 2024
Subject: CDBG Funding 2024-2025
CC: Nicole Hofert, Director of Community & Economic Development
John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Paul Smith, Assistant Director of Community & Economic Development
Meeting Date: June 3, 2024

RECOMMENDATION

It is recommended the City Council authorize the Mayor and City Clerk to execute the attached contracts with the following entities: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2024 through May 2025.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming’s sense of identity.
 - OBJECTIVE 3 – Develop plan for strengthening community partnerships.

DISCUSSION

The Wyoming City Council approved the 2024-2025 Annual Action Plan at its April 15 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement:** 20 low-moderate income households throughout the City, have the benefit of access to fair housing complaint investigation services for the purpose of providing decent affordable housing (\$20,000.00).
- **Family Promise of West Michigan - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 6 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).
- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services of Kent County – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 80 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of Western Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$40,000.00).

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

BUDGET IMPACT

The contract amounts are not to exceed the following: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69225-956.035), Family Promise of West Michigan (256-400-69225-956.311 and 256-400-69225-956.312), Heart of West Michigan United Way (256-400-17525-956.036), Home Repair Services of Kent County (256-400-69225-956.085), and Legal Aid of Western Michigan (256-400-69225-956.304).

CITY OF WYOMING

SUBRECIPIENT CONTRACT

(HOME REPAIR SERVICES OF KENT COUNTY, INC.)

This Subrecipient Contract is made as of July 1, 2024, to be effective through June 30, 2025, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Home Repair Services of Kent County, Inc., a Michigan non-profit corporation of 1100 Division Ave S, Grand Rapids, MI 49507 (**Subrecipient**).

RECITALS

A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.

B. Subrecipient's mission includes providing various housing services to low-income persons and Subrecipient has worked with City and others to provide such services using CDBG funds.

TERMS AND CONDITIONS

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

1. Program Objectives. The program objectives of this Contract (**Program Objectives**) are (i) for the Minor Home Repair Program - to provide small home repairs to single-family owner-occupied households for low/moderate income homeowners, and (ii) for the Access Modification Program - to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses for participants who may be homeowners or renters. City will use the Program Objectives to determine the impact and effectiveness of Subrecipient's services and activities under this Contract.

2. Subrecipient's Services.

A. Subrecipient services for both the Minor Home Repair and Access Modification Programs will include:

1. Subrecipient will accept all requests from eligible persons desiring home repair assistance. Subrecipient will investigate the nature of the assistance desired and needed and take an application for that assistance or place the request on a waiting list. When demands for Minor Home Repair and Access Modification Program exceed Subrecipient's ability to supply the services, Subrecipient will maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next contract year.

2. Priority for the provision of Subrecipient's services will be given to especially vulnerable applicants and especially serious health or safety repairs so that the worst situations and/or cases are served first.

3. Subrecipient will continue its client co-payment policy ensuring a fee is charged to clients for both Minor Home Repair and Access Modification Programs. Subrecipient's board of directors may amend its co-payment policy after written approval from the City's Director of Community Services. When Michigan Department of Health and Human Services (**MDHHS**) State Emergency Relief (**SER**) funds are combined with CDBG funds, SER funds are not considered program income.

4. If Subrecipient encounters critically needed repairs that would exceed the annual limits of the Minor Home Repair and Access Modification Programs, Subrecipient will refer those situations to other repair/rehab programs including, but not limited to, other Subrecipient and/or City programs and the inspection reports and cost analysis information developed by the Minor Home Repair and Access Modification Programs will be provided to those programs. When Subrecipient encounters conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, Subrecipient may engage a licensed subcontractor to provide the small home repair, provided total costs do not exceed the annual maximum per location established in this Contract.

5. Subrecipient or its designee will verify applicant eligibility using the criteria in this Contract. Income guidelines for Minor Repair and Access Modification programs shall be 50% of applicable HUD area median income (**AMI**) or, upon discretion of the Subrecipient's Executive Director, up to 80% AMI. Subrecipient must verify financial eligibility of the client with income documentation, including, but not limited to, income tax returns, paystubs, W2s, award letters, and any other income documents as necessary. If income documentation is not available and/or collected, the case is ineligible for reimbursement from the City.

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

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

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

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

10. Subrecipient will adhere to the following additional guidelines: HRS may not begin work or commit funds to a repair project until the City of Wyoming has completed an Environmental Review. HRS will maintain records regarding lead for all projects. Records must document the amount of the repair and verify the amount of paint disturbed does not exceed HUD's de minimis threshold. Otherwise, proof of remediation must be retained in the file. Lead determination results are to be submitted with every environmental review request.

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

1. Subrecipient will provide minor repair services, including labor and materials of subcontracted repairs, to homes of low/moderate income homeowners. **Minor home repairs** are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. Subrecipient will make the minimal necessary repair(s) to correct the problem. Home improvement is not included within minor home repairs and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the client to assure client satisfaction. Subrecipient's repairs will not necessarily bring the condition of a dwelling up to applicable building or housing code standards.
 2. Subrecipient will provide services in homes of eligible owner-occupants up to a maximum of \$5,000.00 per location throughout this Contract year. This limit may be exceeded with prior approval of Subrecipient's Executive Director, if funds are available.
 3. Labor costs applied toward the dollar limit per location will include only time at the work site, required worker breaks, traveling to and from the job site, working in the shop, buying materials and completing appropriate paperwork. The unit of service for this Contract will be a "**service hour**" which is defined as all the above plus site inspections and on-the-job training.
 4. Before beginning work in any home, Subrecipient will (i) review with each client receiving service which minor home repairs are most desirable for their home and (ii) confirm the client's choice of services prior to beginning the repair work. Subrecipient will also secure the client's signature on the service agreement upon satisfactory completion of the work.
 5. Co-payments made under this Contract will be program income. Program income shall be returned to the City monthly or quarterly.
 6. Subrecipient will not provide services to a mobile home unless it is permanently affixed to property owned by the occupant.
- C. In addition to what is provided in subsection A, Subrecipient services for the Access Modification Program will include:
1. The Access Modification Program will improve the accessibility of homes of persons with significant mobility impairment and may include but not be restricted to constructing and/or installing a ramp, doorway widening, handrails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a City-approved, qualified organization and only improvements listed on that survey shall be provided. Access modifications are limited to \$5,000.00 per location. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by Subrecipient's Executive Director in accordance with Subrecipient's rules governing such situations.
 2. Before beginning work in any home, Subrecipient will (i) review with each participant receiving service which modifications are to be performed and (ii) confirm the participant's choice to proceed with the program prior to beginning the modifications. Subrecipient will secure the client's signature on the service agreement upon satisfactory completion of the work.
 3. The Subrecipient will provide labor and subcontracted work for access modifications to be spread among low/moderate income households.
 4. The modification program will be available both to rental units as well as owner occupied units. For rental units, the landlord must give permission in writing to make the modifications and agree not to remove them if the disabled tenant moves out.
 5. Only those access modifications that are physically attached to the structure will be provided by this program.
 6. Wheelchair ramps or other exterior modifications may be provided anywhere in the City but shall not be constructed on a home 50 or more years old without approval of the Michigan State Historic Preservation Office.
 7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
 8. Co-payments made under this Contract will be program income. Program income will be returned to City either monthly or quarterly.
3. Repair Records and Warranties.
- A. Under both programs, Subrecipient's files will include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show the homeowner's approval by the homeowner with a dated signature showing receipt of work completed without waiving Subrecipient liability. Further requirements may be introduced to facilitate quality control site visits.
 - B. Subrecipient will provide in writing to each recipient of services under this Contract a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. Opening of plugged drains, roof repairs, and patching concrete steps are excluded from this warranty. Subrecipient will maintain these records for 3 years.
4. Loss of Client Eligibility.
- A. Subrecipient may withhold services for 1-year and demand full restitution from any client who has defrauded the program. Subrecipient will provide City a detailed written description of each such case.
 - B. Subrecipient may deny all services to a client who has been physically or verbally threatening to Subrecipient's personnel. Subrecipient will provide City a detailed written description of each such case.
 - C. A client who refuses to sign a service agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty will be directed to Subrecipient's complaint policy.
 - D. Subrecipient may, after City's review and approval, either double the normal co-payment or refuse to perform services at locations showing serious neglect or intentional damage or abuse of a home.
5. Houses for Sale/Rental Units.
- A. The Subrecipient will not provide services to homes listed for sale.
 - B. Only 1-4-unit residential dwellings are eligible. In a dwelling with more than one unit, one of the units must be occupied by the participant.
 - C. Minor Home Repair will not be provided to the rental portions of owner-occupied multi-family houses unless:

1. The rental unit is occupied by a relative within and up to the second degree of consanguinity.
 2. Household income of the rental unit combined with the owner's household income falls within the income guidelines.
- D. Access Modifications shall be available to both homeowners and renters who meet the income guidelines.
6. Cost Overruns. Subrecipient has a limited ability to pay unanticipated costs. The dollar limit per location for repairs is established to help Subrecipient and the homeowner avoid extensive work which could reduce the total number of households to be assisted. Subrecipient will annually submit to City an annual report detailing the overruns of both programs
7. Respect and Nondiscrimination. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, or consultants engage in for or on behalf of City. Accordingly:
- A. Subrecipient and Subrecipient's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" means, for purposes of this provision, both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and Subrecipient's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.
- B. If Subrecipient or Subrecipient's personnel will, as part of work on this Contract, engage with others for or on behalf of City, Subrecipient must ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan (a portion of City's nondiscrimination policy accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.
- C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies. It can also result in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance can also result in Subrecipient's ineligibility to bid on or enter future City contracts.
- D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.
- E. Subrecipient must include provisions of subsections A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing relating to this Contract. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.
8. Records, Reports, and Information.
- A. In addition to other records required by this Contract, Subrecipient will create and maintain the following records:
1. Job cost reports that include a telephone (or cell) number and other identification of the homeowner and the number, and cost of units of labor and total cost of materials, labor, and subcontractors. Subrecipient shall identify all job cost report forms to assist in sample inspections. A reasonable effort must be made to obtain the homeowner's signed approval that "the work appears" satisfactory after completion of the work. A description of the work shall be kept in the client's file.
 2. Subrecipient must maintain inventory and financial records sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
 3. Unless City otherwise approves in writing, Subrecipient will maintain all records related to this Contract, including financial records and accounts, for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.
- B. Subrecipient will prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Subrecipient's financial records and reports will conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- C. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Director of Community and Economic Development for City's review Subrecipient's "administrative practices and policies." The administrative practices and policies will include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.
- D. Subrecipient will maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. By June 25, 2025, Subrecipient will submit the following reports in formats approved by City and will submit special reports when requested.
1. A quarterly performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical focus), and

the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

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

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

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

Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of a contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>. Subrecipient's Unique Entity Identifier – JF47NCJZB771

City Federal Award Identification Number – B-24-MC-26-0020

City Federal Award Date – July 1, 2024

Subaward Period of Performance Start & End Date – July 1, 2024-June 30, 2025

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

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

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

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

Name of Federal Awarding Agency – Department of Housing & Urban

Development/Office of Community Planning & Development

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

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

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

F. No work may begin on any property until Subrecipient submits the property to the City and receives Environmental Review clearance.

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

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

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

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

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

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

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

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

- E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.
- F. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (i) after the Subrecipient is selected but before the contract is executed, and (ii) with persons other than those to whom HUD §3 requires employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under HUD §3.
- G. Noncompliance with HUD §3 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
11. Time of Performance. On July 1, 2024, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on June 30, 2025, unless otherwise terminated pursuant to the terms of this Contract.
12. Compensation and Payment.
- A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$90,000.00** from City's CDBG funds for the two programs.
- B. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of **\$90,000.00** from City's CDBG funds.
- C. Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- D. Subrecipient agrees to expend the funds on a quarterly reimbursable basis, with the final monthly invoice due by June 25, 2025. Invoices must be submitted with accompanying receipts, property addresses, accomplishments, and program income.
- E. Subrecipient must maintain an active current registry in the System for Award Management (SAMs) in order to receive federal funding generally, and reimbursement for CDBG activities from City specifically. SAM registry is required prior to commencing any activities under this Contract.
- F. Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors found at <https://www.sam.gov>.
13. Continued Funding. City makes no implied or explicit guarantee, offer, or representation of future City funding beyond termination of this Contract. City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding under this Contract pursuant to the terms and conditions of Section 31.
14. Financial Transparency. Transparency and full disclosure relating to the sources and uses of public funds are important objectives to be accomplished by this Contract. Subrecipient will disclose it has received funding by the City CDBG Funds in support of its Home Repair and Access Modification programs. That disclosure will be posted on Subrecipient's website during the term of this Contract. Subrecipient will maintain an operational internet website accessible to the general public.
15. Finance Procedures.
- A. Regardless of any other provision of this Contract, upon notice to Subrecipient, City, in its sole discretion, has authority to suspend, reduce, or disallow any payment(s) of funds to Subrecipient when Subrecipient's internal fiscal controls and records are changed without City's written approval, or when, in City's opinion, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
- B. Unearned payments under this Contract may be suspended by City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.
- C. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.
16. Donations and Fees. Donations and fees received by Subrecipient in connection with provision of services with this Contract shall be included in Subrecipient's monthly financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees.
17. Contract Modifications. From time to time, City may expand, diminish, or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which Subrecipient is required to perform pursuant to this Contract if those modifications are mutually agreed upon by City and Subrecipient, and incorporated in signed, written amendments to this Contract after City's approval.
18. Subrecipient's Failure to Perform. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.
- A. City, in its sole discretion, will determine whether the work is satisfactorily completed.
- B. If City determines the work or services provided under this Contract has not been performed in a timely or satisfactory manner, City shall notify Subrecipient and allow Subrecipient 10 days to cure that failure to perform.
- C. If Subrecipient fails to cure as provided in subsection B, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in payments to Subrecipient.
- D. If Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, City may, in its sole discretion, reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- E. If Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, City, in its sole discretion and without notice, may

terminate this Contract with no further liability to Subrecipient beyond that expressly provided by this Contract.

F. If this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to this Contract, will be City's property.
2. Subrecipient will receive just and equitable compensation for any work Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 18.F.3.b below.
3. Nothing in this Contract shall:
 - a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve Subrecipient of any liability to City for damages City sustains as a result of Subrecipient's breach of this Contract, and, if it sustains such damages, City may withhold as a set off any payments due Subrecipient until an exact amount of damages City sustained is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

19. Audits and Inspections.

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

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

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

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

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

20. Conflict of Interest. Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

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

23. Indemnification and Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.

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

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

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

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

29. City Offices and Officers. When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates its Community & Economic Development Department and that department's director as the office and officer with authority and responsibility for administering this Contract.

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

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

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

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

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

31. Contract Termination at City's Discretion. Upon 30-days' written notice to Subrecipient, City may terminate this Contract and all of the City's obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the proceeding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be determined by totaling City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amounts expended over such period. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

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

[Signed on next page.]

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2024

Approved as to form:

Scott G. Smith, City Attorney

Approved by City Council on June 3, 2024

Home Repair Services of Kent County, Inc.

By: _____
Allyson Terpsma, Chairperson

Date signed: _____, 2024

By: _____
Joel Ruitter, Executive Director

Date signed: _____, 2024

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH THE HEART OF WEST MICHIGAN UNITED WAY

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the problems of homelessness.
2. The City desires to invest \$5,000 in the Heart of West Michigan United Way to address needs associated with persons and families that are homeless or at risk of being homeless.
3. In its 2024-2025 budget, the City of Wyoming has approved funding the area's Continuum of Care (CoC) administration, which also serves as the Coalition to End Homelessness, in an amount not to exceed \$5,000.
4. The Wyoming City Council has approved the 2024-2025 budget, which includes these services. These funds shall be available in Account No. 256-400-17525-956.036.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Heart of West Michigan United Way for an amount not to exceed \$5,000.00.
2. The Wyoming City Council authorizes the Mayor/Clerk and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Agreement
Staff Report

Resolution No. _____

STAFF REPORT

Date: May 28, 2024
Subject: CDBG Funding 2024-2025
CC: Nicole Hofert, Director of Community & Economic Development
John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Paul Smith, Assistant Director of Community & Economic Development
Meeting Date: June 3, 2024

RECOMMENDATION

It is recommended the City Council authorize the Mayor and City Clerk to execute the attached contracts with the following entities: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000). Funding is provided through the Community Development Block Grant restricted funds for the period of July 2024 through May 2025.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming’s sense of identity.
 - OBJECTIVE 3 – Develop plan for strengthening community partnerships.

DISCUSSION

The Wyoming City Council approved the 2024-2025 Annual Action Plan at its April 15 meeting. Included within that plan is to provide support for the following programs:

- **Fair Housing Center of West Michigan – Fair Housing Enforcement:** 20 low-moderate income households throughout the City, have the benefit of access to fair housing complaint investigation services for the purpose of providing decent affordable housing (\$20,000.00).
- **Family Promise of West Michigan - Re-Housing Financial Assistance and Re-Housing Stabilization Services:** 10 low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$15,000.00) and 6 low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, administered by Family Promise of West Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$10,000.00).
- **Heart of West Michigan United Way - HUD Continuum of Care:** All 22,616 Wyoming households have access to affordable administration through the Heart of West Michigan United Way to support the Coalition to End Homelessness goals for the purpose of preventing homelessness and providing decent affordable housing (\$5,000.00).
- **Home Repair Services of Kent County – Home Rehabilitation:** 50 low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing (\$90,000.00).
- **Legal Aid of Western Michigan – Legal Aid and Tenant/Landlord Counseling:** 80 low-income persons or families pending eviction have the benefit of legal services, provided by Legal Aid of Western Michigan, for the purpose of preventing homelessness and providing decent affordable housing (\$40,000.00).

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

BUDGET IMPACT

The contract amounts are not to exceed the following: Fair Housing Center of West Michigan (\$20,000), Family Promise of West Michigan (\$25,000), Heart of West Michigan United Way (\$5,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$40,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (256-400-69225-956.035), Family Promise of West Michigan (256-400-69225-956.311 and 256-400-69225-956.312), Heart of West Michigan United Way (256-400-17525-956.036), Home Repair Services of Kent County (256-400-69225-956.085), and Legal Aid of Western Michigan (256-400-69225-956.304).

CITY OF WYOMING

SUBRECIPIENT CONTRACT

(HEART OF WEST MICHIGAN UNITED WAY-GRAND RAPIDS AREA COALITION TO END HOMELESSNESS)

This Subrecipient Contract is made as of July 1, 2024, to be effective through June 30, 2025, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Heart of West Michigan United Way-Grand Rapids Coalition to End Homelessness, a Michigan non-profit corporation of 118 Commerce Ave SW, Grand Rapids, Michigan, 49503 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (**CDBG**) funds (**CDBG Funds**) from the United States Department of Housing and Urban Development (**HUD**) and wishes to engage Subrecipient to perform certain services and activities for City residents using a portion of its CDBG Funds.
- B. City also supports the administration of services to its homeless population through Subrecipient.
- C. City and area nonprofit agencies obtain resources to address the needs of homeless persons and families from HUD by submitting funding applications through the Subrecipient in response to Notices of Funding Availability published by HUD.
- D. HUD requires that such funding applications contain a "Continuum of Care" strategy setting forth the needs and related priorities for the use of funds to address homelessness in Kent County, which includes the City of Wyoming.
- E. City desires to provide partial funding to the Subrecipient for a position, created by and housed at United Way, whose sole responsibility will be to provide the coordination and consultation necessary to develop and prepare the annual Continuum of Care strategy, required to obtain HUD funding needed to address community needs serving people and families who are homeless, in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City.

TERMS AND CONDITIONS

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

1. Program Objectives. The program objective of this Contract (Program Objectives) is (i) HUD Continuum of Care: to reduce the number of persons and families who are homeless by providing funding to Subrecipient to annually develop and prepare the Continuum of Care strategy required to obtain HUD funding.
2. Subrecipient's Services.
 - A. Subrecipient services for will include:
 1. HUD Continuum of Care: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing the immediate supervision, coordination and consultation needed to develop, prepare and implement a Continuum of Care strategy, which is necessary to obtain funding from HUD to address the community needs related to service persons and families who are homeless in the Kent County area, which includes the City of Wyoming. The Subrecipient will invoice and collect from the City a maximum total of **FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00)** to be used to reimburse the Subrecipient the cost of providing the coordination and consultation needed to develop and write a Continuum of Care strategy.
 2. Subrecipient and any of its officers, employees, volunteers, contractors, or other agents (**Subrecipient's personnel**) providing services under this contract will be properly trained to provide those services in Michigan.
 3. Subrecipient will coordinate its activities with existing CDBG-funded organizations providing services within Subrecipient's area of Contract activities to the extent Subrecipient is made of aware of such organization by City or others.
3. Client Records. All records provided by Subrecipient to City under any provision of this Contract will be created, maintained, and provided in compliance with Subrecipient's ethical obligations.
 - A. Subrecipient's files will include agreements and time or other record listing the work performed and time expended for the City of Wyoming
 - B. Subrecipient will provide City sufficient records with sufficient detail to ensure Subrecipient's and City's compliance with CDBG program requirements.
4. Loss of Client Eligibility.
 - A. Subrecipient may deny all services to a client who has been physically or verbally threatening to Subrecipient's personnel. Subrecipient will provide City a detailed written description of each such case.
 - B. A client with a conflict involving quality of work will be directed to Subrecipient's complaint policy.
5. Respect and Nondiscrimination. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, or consultants engage in for or on behalf of City. Accordingly:
 - A. Subrecipient and Subrecipient's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. Subrecipient and Subrecipient's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

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

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

D. Subrecipient must retain and, upon City's request, subject to Subrecipient's professional ethical obligations as stated in section 3, provide access to and copies of all information and reports as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient must so certify to City's purchasing director.

E. If Subrecipient subcontracts any work or engages experts or others in any work on behalf of a client under this Contract, Subrecipient will reasonably ensure those subcontracted or engaged comply with subsections A through D and take reasonable actions to ensure compliance with these provisions including sanctions for noncompliance.

6. Records, Reports, and Information.

A. Subrecipient will create and maintain the records required by section 3 of this Contract for not less than 3 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 3-year period, Subrecipient will retain the records until all litigation, claims or audit findings involving the records have been resolved.

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

C. Within 60 days of the signing of this Contract, Subrecipient will submit to City's Director of Community and Economic Development for City's review Subrecipient's "administrative practices and policies" that will include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's board of directors adopting and/or readopting the original and/or revised administrative practices and policies.

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

Subrecipient Name – Heart of West Michigan United Way-Grand Rapids Area Coalition to End Homelessness

Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of a contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>. Subrecipient's Unique Entity Identifier -MDKNGHACNNS8

City Federal Award Identification Number – B-24-MC-26-00202020

City Federal Award Date – July 1, 2024

Subaward Period of Performance Start & End Date – July 1, 2024-June 30, 2025

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$5,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$5,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$5,000.00**

Federal Award Project Description – (i) HUD Continuum of Care: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing the immediate supervision, coordination and consultation needed to develop, prepare and implement a Continuum of Care strategy, which is necessary to obtain funding from HUD to address the community needs related to service persons and families who are homeless in the Kent County area, which includes the City of Wyoming.

Name of Federal Awarding Agency – Department of Housing & Urban Development/Office of Community Planning & Development
Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; Unique Entity Identifier QHVEK7M73QS4; Director of Community & Economic Development Nicole Hofert, 616.530.3170.

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

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

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

E. The contract funds will not be available until City obtains federal "environmental clearance" for use of those funds as provided in this Contract.

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

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

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

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

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

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

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

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

E. Subrecipient will include the requirements of this section in every subcontract subject to compliance with HUD §3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section, upon a finding that the subcontractor is in violation of HUD §3. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of HUD §3.

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

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

9. Time of Performance. On July 1, 2024, Subrecipient will commence performance of the services and activities required under this Contract. Subrecipient will continue to perform such services and activities until the expiration of this Contract on June 30, 2025, unless otherwise terminated pursuant to the terms of this Contract.

10. Compensation and Payment.

A. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$5,000.00** from City's CDBG funds for its program.

B. In no event will the total compensation and reimbursement, if any, to be paid to or on behalf of Subrecipient pursuant to this Contract, exceed the maximum sum of **\$5,000.00** from City's CDBG funds.

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

D. Subrecipient agrees to report and invoice on the 15th day of each calendar quarter for services provided the previous calendar period, except that the invoice is due by June 25, 2025..

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

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

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

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

13. Finance Procedures.

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

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

C. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

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

17. Audits and Inspections.

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

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

2. Permit City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and

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

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

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

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

18. Conflict of Interest. Subrecipient represents and promises that it has conflict of interest and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities required of Subrecipient under this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract. Subrecipient shall establish safeguards to prohibit Subrecipient's personnel from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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

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

21. Indemnification and Insurance.

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

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

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

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

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

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

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

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

Bodily Injury - \$500,000 per person/\$500,000 per occurrence

Property Damage - \$500,000 per occurrence

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

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

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

22. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.

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

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

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

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

27. City Offices and Officers. When this contract refers to a city office or officer, it includes the designees and superiors of that office or officers. City designates its Community & Economic Development Department and that department's director as the office and officer with authority and responsibility for administering this Contract.

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

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

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

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

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

29. Contract Termination at City's Discretion. Upon 30-days' written notice to Subrecipient, City may terminate this Contract and all of the City's obligations under this Contract, including any obligations to provide financial assistance. City may exercise its rights under this provision regardless of whether Subrecipient is in breach of provision of this Contract. After City provides written notice to Subrecipient, City will not be obligated to supply financial assistance in an amount greater than the average monthly payment to Subrecipient over the proceeding months of this Contract. **Average monthly payment**, for the purpose of this section, shall be determined by totaling City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amounts expended over such period. City shall also compensate Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

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

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

City of Wyoming

Heart of West Michigan United Way-Grand Rapids Area Coalition to End Homelessness

By: _____
Kent Vanderwood, Mayor

By: _____
Michelle VanDyke, President/CEO

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2024

Date signed: June __, 2024

Approved as to form:

Scott G. Smith, City Attorney

Approved by City Council on June 3, 2024

RESOLUTION NO. _____

RESOLUTION RETAINING LEGAL COUNSEL TO PROVIDE TRADEMARK PROTECTION
LEGAL SERVICES FOR A BRANDING INITIATIVE AND AUTHORIZING THE CITY
ATTORNEY TO SIGN THE ENGAGEMENT LETTER

WHEREAS:

1. The city has undertaken a branding initiative to (i) enhance a sense of community identity and unity, (ii) promote civic pride, (iii) further develop a sense of place, and (iv) provide visual identifiers for official communications and city property as well as for city residents, businesses, institutions, and establishments and their products and endeavors.
2. Toward that end, the city contracted with Civic Brand to develop logos and guidelines for their use.
3. The city now wishes to protect that investment while also encouraging appropriate widespread use of some logos while also ensuring other logos are only used for official city purposes.
4. Such protection may necessitate trademark registration and development of an easy to use contract licensing others' uses of the some of the logos.,
4. The city has obtained a proposed engagement letter from Warner Norcross & Judd to provide such legal services, a copy of which is attached as Exhibit A (the "Engagement Letter").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city retains Warner Norcross & Judd to provide legal services for protecting its brand. The City Attorney is authorized and directed to sign the Engagement Letter on the City's behalf.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Exhibit A
Staff Report

Resolution No. _____

Exhibit A



Warner Norcross + Judd LLP

April 9, 2024

Via Email

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

Re: Supplemental Engagement Letter – City of Wyoming

Dear Scott:

Thank you for trusting Warner Norcross + Judd LLP to work on a new legal matter. This letter supplements the terms outlined in the firm's engagement letter with the City of Wyoming.

Scope

To ensure our work aligns with your goals and priorities, we want to mutually agree on the scope of the engagement as we begin. Please carefully review our understanding of the scope below and contact us if changes are needed.

You have asked us to assist in trademark searching and prosecution services. If you ask us to take on work beyond that scope and we do so, the terms of this agreement will apply to the additional work, unless we both agree otherwise.

Fees and Expenses

Warner embraces a flexible and client-centered approach to pricing our legal services. We have established fixed fees for a number of trademark-related services, such as trademark applications, trademark searches, and copyright applications, as shown on the attached Trademark Fee Schedule. For all services shown on the Trademark Fee Schedule, we have agreed that you will pay the fixed fee for those services.

Fixed fees deliver you greater predictability and provide you the ability to better assess the value of our services at the start of a matter. We both understand there is the possibility that the fee may ultimately be greater than or less than the cost on an hourly basis. Additionally, this quoted fixed fee is based on the scope outlined above and our experience with similar matters. If the scope of this matter changes or unforeseen events occur that were not anticipated during our original discussions, it could impact our fee. If there is a change in scope and fees, we will inform you of the

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D 616.752.2797
E aunderhill@wnj.com
150 Ottawa Avenue, N.W., Suite 1500
Grand Rapids, MI 49503

City of Wyoming
April 9, 2024
Page 2

impact and discuss possible courses of action. If you terminate our engagement or if our ethical responsibilities require us to withdraw, we will retain the fee unless we believe the fixed fee is excessive when compared to the work we have invested in your matter. If excessive, we will refund the amount deemed excessive as called for by the Rules of Professional Responsibility.

If we are asked and agree to perform any services that are not identified on the Trademark Fee Schedule, we will base our fees for those services on the recorded time spent on your matter and the billing rates of the professionals involved in the matters.

On occasion we may be requested to respond to subpoenas, auditors, or other authorized requests for information about you or the work we do for you. Time we spend responding to these requests will be included in your bill. We generally review our billing rates once per year and, if they are increased, the new rates will be reflected in your bill when placed into effect.

Payments to third parties and other charges incurred during our representation will be passed along at our cost. If the third-party cost is substantial, we may request advance payment or we may require you to pay it directly. Otherwise, incidental charges will be included in our monthly invoices. Additional information about such charges can be found in the attached Terms and Conditions.

Supplemental Terms

This letter supplements the basic terms of our engagement. In the event of any inconsistency between the terms of this supplement and the basic terms of engagement, the terms of this supplement are controlling.

Please confirm your approval of this supplement by signing in the space provided below and returning a copy to me at your earliest convenience.

Thank you again for selecting us to work with you in another legal matter. If you have any questions, please contact me.

Very truly yours,



Amber M. Underhill

AMU/gad

Warner Norcross + Judd LLP General Terms and Conditions

Unless we have agreed otherwise in writing, the general terms and conditions outlined below, along with the engagement letter, define our agreement and apply to all our work for you.

Representation of an Entity

Our representation of an entity (e.g., a corporation, limited liability company, or partnership) does not include representation of the entity's individual shareholders, members, partners, directors, officers, managers, employees, parents, subsidiaries or affiliates unless otherwise expressly set forth in our engagement letter. Our professional responsibilities are owed only to the entity as the client and any other person expressly named as a client in our engagement letter. Likewise, our representation of an entity does not give rise to a lawyer-client relationship between our firm and any of that entity's affiliates or representatives other than the persons identified as a client in our engagement letter. For this reason, our representation of an entity itself will not give rise to any conflict of interest in the event other clients of the firm are adverse to any of an entity's affiliates or representatives in an unrelated matter.

Client Service Manager

We designate a client service manager for each client. We invite you to contact your client service manager at any time with questions you may have about the services we are providing or if you are unhappy with any interaction you are having or have had with us. If your client service manager is unavailable, or if you are uncomfortable speaking to your client service manager about any matter, we invite you to call our Managing Partner at (616) 752-2000.

Certain Firm and Client Responsibilities

We agree to: 1) provide legal services in accordance with these general terms and conditions and any specific terms we agree to in a separate letter, in reliance on information and guidance provided by you; and 2) keep you informed about the status and progress of the matter(s) we are handling for you. To enable us to reach the best possible outcome, you agree to: 1) promptly disclose to us the names of all other parties who may be or become involved with the matter(s), and all facts and documents that we may request or are material to our representation and; 2) keep us up to date on all developments relating to the matter(s) we are handling for you; and 3) attend meetings, conferences, and other proceedings when necessary. Reaching the best possible outcome requires our mutual and timely cooperation. With respect to invoices, you agree to review our invoices and contact us within 10 business days of receipt with any questions. If you do not contact us within that time frame we will assume you are satisfied with the invoice and that you intend to pay it promptly.

Corporate Transparency Act

To the extent we have been engaged to report information on your behalf on "beneficial owners", "applicants" or other matters associated with a client entity that constitutes a "reporting company" under the Corporate Transparency Act and associated regulations or similar state laws (collectively, "CTA"), we commit to do so with information provided to us. You agree to provide all necessary information on a timely basis to permit such reporting. To the extent there are changes to beneficial ownership or otherwise that must be reported under the CTA, you shall be responsible for the timely reporting of such modifications, unless you engage us to do so and provide us with the necessary information on a timely basis. You will be responsible for all other required CTA reporting and compliance.

Document Retention

We will maintain documents throughout the period in which we are actively handling a particular matter, and for a reasonable period thereafter, in accordance with our firm's document management policy and applicable law. Unless we have mutually agreed otherwise, we will return original documents and property as soon as practical. We reserve the right to dispose of documents retained by us in accordance with applicable law and the document management policy, as it may be amended from time to time. You may request documents you have provided us any time prior to their disposition and they will be promptly returned to you as long as all outstanding balances are paid in full. You acknowledge that we will not be required to retain documents in accordance with any other document retention, electronic security or other policy. Upon termination of our engagement with you, we shall, at your request and payment in full of all outstanding balances, delete or return all your documents and other Confidential Information (as defined below) unless otherwise required by applicable law, in which case we shall limit any further processing to the extent required by law, for the specific purpose(s) permitted under the law.

Internal Conferences, Meetings or Proceedings

From time-to-time, internal conferences, meetings or other proceedings will include the participation of two or more representatives of the firm. It is our experience that this practice facilitates communication, improves the quality of our work by allowing us to use specialists, and ultimately provides you with the most efficient legal services. If, at any time, you are concerned about the efficiency or cost-effectiveness of our services, please let us know so that we may address your concerns in a timely fashion.

Attorney-Client Privilege

An important feature of the client relationship is the attorney-client privilege which is designed to facilitate candid and full discussion of matters. The attorney-client privilege protects most confidential communications between us from compulsory disclosure to third parties. You should keep in mind, however, that this important safeguard may be lost as to a given matter if you disclose or authorize disclosure of any privileged information about that matter to any third party. If you have questions or concerns contact your client service manager before taking action.

Electronic Communications and Storage

In the course of representing you, we will utilize your preferred method of communicating and transmitting documents and information to you. We may communicate with you or others on your matter by electronic mail, text message, instant message, or other electronic means, by using electronic devices and web-based applications, for voice and data transmission. You understand that all forms of communication are vulnerable to interception, and the risks associated with some forms of communication are different than others. For example, third parties can eavesdrop on in-person meetings and conferences; telephone calls and text messages can be wiretapped or intercepted; hard-copy documents can be stolen or, if left unattended, discreetly surveilled, photocopied, or digitized; and electronic devices and electronic communications can be hacked or otherwise compromised. Accordingly, our communications are not guaranteed to be encrypted or secure over the Internet or otherwise subject to special safeguards unless you request that we make other arrangements and we agree to do so.

We will direct our electronic communications to you at the address(es) or numbers you provide. You should use caution, however, in selecting the email address(es) and numbers and devices you use to communicate with us. Whether and to what extent you can expect your communications to be private varies and may depend upon the device you use to communicate and the policies of the provider of the email address, number or device you select. For example, if you use an email address or communications equipment that has been provided to you by your employer, your employer may have rights to monitor or review such communications. This may be particularly true for electronic communications sent to and from regulated entities, such as broker-dealers and investment advisers, which may be monitored and archived for regulatory compliance purposes. Likewise, if you use a public computer to send or receive email, those communications may not be entirely secure. To ensure the security and confidentiality of our electronic communications, you may wish to establish a new, secure email account for that purpose. You should also consider other security measures for electronic communications, such as using two-factor authentication, to help ensure your email is not compromised.

In addition to electronic communications, you may request that, in the performance of our services for you, we make use of cloud-based storage services, such as Google Drive, Dropbox and other services to share, store, or collaborate with respect to data or document drafting. We generally discourage using such cloud-based storage services, because of security concerns. If you request or direct us to use a cloud-based storage service, you understand that such services may not be subject to the same security and protective measures as data stored on our own servers or cloud instance.

Pricing of Additional Services

Whether your current engagement with us is on an hourly rate basis or some other form of fee arrangement, future projects or products created by the firm and offered for purchase may be priced on a product, project or value basis that may or may not be based on the hours and rates of the professionals working on the matter. The fee attached to such products and services is our estimate of the value of our work.

eDiscovery Costs

Some of our matters involve the review, analysis, and production of electronic data. If you engage us to provide eDiscovery services, depending on the volume of electronic data, we may use a third-party vendor for litigation support services. For smaller matters, we may use in-house resources for litigation support and will bill you for the costs and expenses associated with data hosting, processing, and licensing fees, and the time expended by our litigation support personnel in carrying out these tasks. Our current rates, which we periodically adjust, are as follows:

Hosting (Site Fee)	\$250/mo.
Processing	\$30/GB
Relativity License (non-WNJ users only)	\$212/user/mo.

Interest

The firm reserves the right to charge the lesser of the rate of 1% per month or the maximum amount permitted by law on outstanding balances.

Termination and Withdrawal

You may terminate our representation in full or with respect to specific matters at any time by notifying us in writing. If you terminate our representation, you agree to pay fees for all services rendered and costs incurred through the date you notify us of your termination, and for our actual costs (including time and materials) of transferring some or all your documents (whether in physical or electronic form) to another attorney or to you. At your request and subject to the document management provisions above, your documents will be promptly returned to you or transferred once all outstanding balances are paid in full.

We reserve the right to withdraw from representing you at any time, after giving reasonable notice to you so that you may secure substitute counsel (if applicable), obtaining the approval of any court or tribunal in which we are counsel of record as your attorneys (if applicable), or otherwise attempting to take reasonable steps to minimize any prejudice which you may suffer by our withdrawal. The circumstances which may give rise to our exercising our right to withdraw include, but are not limited to, the following:

- (a) If we determine, in our sole discretion, that the positions you intend for us to assert lack factual or legal merit;

- (b) If you fail to cooperate fully in the work necessary to protect your interests;
- (c) If you breach this agreement by nonpayment of our fees or costs that you have agreed to pay; or
- (d) If we cannot or should not in our opinion proceed with the representation.

Notwithstanding the foregoing, we are obligated to act in a manner consistent with the Michigan Rules of Professional Conduct in withdrawing from our representation of you.

If we elect to withdraw, you agree to take all steps necessary to complete our withdrawal. In addition, you agree to pay all outstanding balances owed to us no later than thirty (30) days after receiving our final invoice.

Conclusion of Relationship

We hope that we have a long-term relationship with every client. Unless we otherwise agree in writing, please be advised that if we do not receive additional assignments within ninety (90) days after completing the last matter handled for you, we will consider our attorney-client relationship to have been terminated on the date of our last time entry for that final matter. If you later retain us to perform further or additional services, the attorney-client relationship will recommence under the terms of this letter, subject to any modifications we communicate to you in writing. The fact that we may inform you from time-to-time of developments in the law should not be understood as a recommencement or continuation of an attorney-client relationship. We are not bound to inform you of such developments in the law unless you have engaged us in writing to do so. Our agreeing to be a party notified under agreements or other instruments shall not, standing alone, continue the attorney-client relationship.

Compliance with Law Practice Succession Rule

Certain Michigan Bar Rules and Michigan Court Rules generally require private practice attorneys to designate an "interim administrator" to assist in handling their practice in the event such attorney is temporarily or permanently unable to practice law (such as by reason of death, disability, or resignation). As permitted by the rules, all attorneys at Warner Norcross have identified the firm to serve in that role. By accepting the representation outlined in this letter, this letter shall constitute your express written consent that the firm (and one or more other attorneys at the firm) may as interim administrator continue to represent you in such circumstances, subject to the other terms of this letter.

Data Privacy and Security

Warner Norcross values your privacy. We certify that we will comply with and maintain all information you provide or otherwise make available to us in accordance with applicable laws, including those concerning privacy, information security, and data retention and destruction (collectively, "Data Laws"). We acknowledge that some of the information you provide or otherwise make available to us in connection with our legal services may contain confidential, proprietary and/or sensitive information (collectively, "Confidential Information"). When providing our legal services to you, we are acting as a "service provider" or "processor" (as such terms are defined by Data Laws) with respect to your Confidential Information, and unless expressly authorized by you or required by applicable law, we will not retain, use, or disclose your Confidential Information or other personal information for any purpose other than for the specific purpose of providing legal services and as otherwise set forth in this engagement letter and our privacy policy, which we may amend from time to time, but a copy of which may be obtained here: <https://www.wnj.com/privacy> (collectively, the "Purpose"). We will process your Confidential Information solely in accordance with your instructions. We will not combine or update your Confidential Information with other personal information we receive except in fulfillment of the Purpose or as permitted by Data Laws. We will notify you as soon as reasonably possible if we determine that any of your instructions are unlawful or we can no longer meet our obligations under Data Laws with respect to your Confidential Information, in which case you may terminate our engagement or otherwise require us to take reasonable and appropriate steps to stop and remediate any unauthorized use of your Confidential Information.

If our representation of you requires us to process any personal information provided or otherwise made available by you that is protected under the California Consumer Privacy Act as amended by the California Privacy Rights Act, and its implementing regulations (collectively, the "CCPA"), we certify that we will not "sell" or "share" such information, as such terms are defined by CCPA. If our representation of you requires us to receive and use health information that is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), we will handle this information as required of business associates under the HIPAA privacy standards and as set forth in the form of our Business Associate Agreement attached to these terms and conditions, which we agree to be bound by and which we may amend from time-to-time. If our representation of you requires us to process any personal information of residents of the European Economic Area, United Kingdom or other countries requiring additional assurances with respect to the transfer of such information, please contact us so that we may enter into standard contractual clauses or other appropriate data transfer mechanism with respect to such information.

We will implement and maintain reasonable security procedures and practices appropriate to the nature of your Confidential Information to protect the confidentiality, security and integrity of your Confidential Information in accordance with applicable Data Laws and cybersecurity and information standards in our industry. We will ensure that individuals involved in the processing of your Confidential Information are subject to a duty of confidentiality with respect to such information. In the event we become aware of any breach of security leading to the actual unauthorized access to or use or disclosure of your Confidential Information in our custody or control, we will promptly investigate the incident and take commercially reasonable steps to prevent its reoccurrence. To the extent required, we will notify you of the incident in accordance with applicable Data Laws, and we will use commercially reasonable efforts to cooperate with your own legally required investigation, mitigation and notification activities.

Upon your request, we will use reasonable efforts to cooperate with and assist you in meeting your obligations under applicable Data Laws, including responding to and complying with data subject requests regarding personal information. Unless prohibited by law, we will forward you any requests or notifications we receive from any data subjects regarding their personal information you have provided to

us. We will promptly implement any reasonable instructions you provide with respect to responding to a data subject request, or inform you of the legal or technical reason why we are unable to comply.

We may use other service providers and subcontractors ("sub-processors") to assist us in processing some of your Confidential Information; however, we will ensure all such sub-processors remain compliant with applicable Data Laws and enter into contracts with us containing, in substance, obligations no less protective than those in this Data Privacy and Security section with respect to the protection of your Confidential Information. We will remain fully responsible to you for a sub-processor's failure to fulfill its data protection obligations hereunder. Upon your request, we will provide you an up-to-date list of all sub-processors involved in the processing of your Confidential Information, and you may object to any such sub-processors by promptly notifying us in writing.

We will comply with applicable cybersecurity and information standards in our industry. We will periodically have a reputable independent third party conduct a review of our information security policies, procedures, and operations. We will implement any reasonable recommendations arising out of such reviews within a reasonable period. We will make available to you all relevant information reasonably necessary to demonstrate compliance with the requirements of this engagement letter and applicable Data Laws. If you believe the information we provide is insufficient under applicable Data Laws, you may request additional assessments of our compliance as mandated by applicable Data Laws at your expense. Such assessment may take place not more than once per year (unless otherwise required by applicable Data Laws) subject to mutual agreement regarding timing, scope and duration.

Insurance

We will maintain at all times insurance policies with coverages and amounts we deem sufficient to address our obligations under this engagement, which may include workers compensation, professional liability, and cyber liability. Upon your request, we will provide or cause our insurance carriers to provide evidence of such coverage.

Charges Other Than for Legal Fees

In some situations, when not incidental or typical, the firm may charge a reasonable amount for photocopies, telephone charges, mail, package delivery, and special administrative support not including ordinary secretarial services incidental to our delivery of legal services. We charge our exact cost when known and an approximation of true cost when the exact cost is not known. In other situations we may pay a third party on your behalf for fees or charges such as filing or recording fees, witness fees, mediator fees, title company charges, surveyor or consultant costs, court reporter charges and other fees, charges and travel expenses. In these circumstances we will pass through the exact cost. Commercial air travel will be in coach class (if available) unless other arrangements have been approved by the client. Meal and lodging expenses will be reasonable in amount. If charges are significant we may request immediate reimbursement or direct payment, otherwise we will include these charges in our regular invoices.

Computerized Research

We charge for use of certain computerized research services (Westlaw and others) at a rate which is a discount from the vendor's standard rates, but which allows us to recover our overall costs of using computerized research services.

Mileage

We charge clients for use by our personnel of their personal automobiles for out-of-town travel on client business at the mileage rate allowed by the Internal Revenue Service for federal income tax deduction.

HIPAA Business Associate Agreement Concerning Protected Health Information

Wamer Norcross + Judd LLP ("we", "us", or "our") may from time to time create, receive, maintain or transmit on behalf of our client health information that is regulated as "protected health information" ("Protected Information") under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act, as amended ("HIPAA"). When working with Protected Information, we will protect the information consistent with our obligations as a Business Associate under HIPAA. These obligations include the following:

Use of Protected Information

Except as otherwise limited in this Business Associate Agreement ("Agreement"), we may use or disclose Protected Information for the purposes of providing legal services to our client. In doing so, we will not use Protected Information in any way that would violate HIPAA if done by the client or the minimum necessary policies and procedures of the client that have been communicated to us. We may also use Protected Information for our own proper management and administration, and to carry out our legal responsibilities, but will only disclose Protected Information for these purposes if required by law or if the recipient agrees (1) to keep the information confidential, (2) only to use or disclose the information as required by law or for the purpose for which the information was disclosed to the recipient, and (3) to notify us of any instances in which the confidentiality of the information has been breached.

Our Obligations with Respect to Protected Information

- We will not use or further disclose Protected Information other than as permitted or required by this Agreement or as required by law.
- We will use appropriate safeguards to prevent use or disclosure of Protected Information other than as provided for by this Agreement, including administrative, physical and technical safeguards that reasonably and appropriately protect electronic Protected Information consistent with the requirements at 45 CFR §§ 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316.
- We will ensure that any agent, including a subcontractor, to whom we provide Protected Information agrees in writing to the same restrictions and conditions that apply through this Agreement to us with respect to such information.
- We will use the minimum amount of Protected Information necessary, consistent with HIPAA restrictions.
- We will mitigate, to the extent practicable, any harmful effect that is known to us of a use or disclosure of Protected Information by us in violation of the requirements of this Agreement.
- We will keep a record of all security incidents involving electronic Protected Information of which we become aware and report any successful incidents to the client and other incidents upon request.
- We will report to the client as soon as practicable any use or disclosure of the Protected Information not provided for by this Agreement of which we become aware, including the names of individuals whose information is involved in such unauthorized use or disclosure and such further information necessary for the client to determine whether it has a notification duty under HIPAA or other applicable law.
- We will provide, upon request from the client, information to enable the client to respond to a request for an accounting of disclosures under 45 CFR § 164.528.
- We will not make any communications to individuals who are the subject of the client's Protected Information in violation of HIPAA's restrictions on marketing.
- We will not directly or indirectly receive or provide any remuneration in exchange for the Protected Information in violation of HIPAA regulations.
- We will make our internal practices, books, and records relating to the use and disclosure of Protected Information received from, or created or received by us on behalf of a client (but excluding privileged materials), available to the Secretary of Health & Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determining the client's compliance with the HIPAA regulations.

Term and Termination

We will be bound by this Agreement and our obligations to a client will be effective for as long as we have the client's Protected Information. If a client determines that we have materially breached this Agreement, the client may immediately terminate its relationship with us. Upon termination of the relationship, we shall return or destroy all Protected Information received from or on behalf of the client. If return or destruction of Protected Information is not feasible, we shall continue to protect the information as required by this Agreement until it can be returned or destroyed.

Scope of Agreement

This Agreement establishes our obligations with respect to information that is regulated as Protected Information under HIPAA. The scope of these obligations is intended to be consistent with the obligations imposed upon a "business associate" under HIPAA. This Agreement does not create any rights or obligations that do not otherwise exist under HIPAA and supersedes all prior HIPAA Business Associate Agreements that we have entered into with our clients.

Warner Norcross + Judd LLP
 Trademark Fee Schedule 2024

	<u>WNJ Fees</u>	<u>Filing Fees/Costs</u>	<u>Total</u>
US Trademark Search	\$850	\$ 0	\$ 850
US Federal Trademark App.* (1 class)	\$795	\$250/350#	\$1045/ \$1145
For Each Additional Class	\$300	\$250/350#	\$550/650
Docketing and Reporting Approval for Publication for Opposition	\$ 95	\$ 0	\$ 95
Docketing and Reporting Notice of Allowance	\$ 95	\$ 0	\$ 95
Statement of Use/Amendment To Allege Use (1 Class)	\$475	\$100	\$ 575
For Each Additional Class	\$150	\$100	\$ 250
Extension of Time to File Statement of Use (1 Class)	\$225	\$125	\$ 350
For Each Additional Class	\$ 0	\$125	\$ 125
Docketing and Reporting Registration and Renewal Dates	\$150	\$ 0	\$ 150
Section 8 or 71(for IRs) Declaration of Use (Necessary Between 5 th and 6 th Years) (1 Class)	\$575	\$225	\$ 800
For Each Additional Class	\$250	\$225	\$ 475
Section 15 Declaration of Incontestability (1 Class)	\$300/0##	\$200	\$ 500
For Each Additional Class	\$ 0	\$200	\$ 200
Section 8 & 9 Renewal (every 10 years)(1 Class)	\$675	\$525	\$1,200
For Each Additional Class	\$300	\$525	\$ 825
Section 71 Renewal for Madrid IRs (every 10 years)(1 Class)	\$675	\$225	\$ 900
For Each Additional Class	\$300	\$225	\$ 525
Docketing and Reporting Acceptance of Declaration of Use or Renewal	\$ 75	\$0	\$ 75
Madrid International Application	\$750	Varies by number of countries	Varies due to filing fee

*This is for preparing and filing the application only and does not include prosecution costs which can vary greatly depending upon what occurs during the prosecution. Fixed fees can often be provided for addressing issues in the prosecution once those issues are known.

#If the description of goods/services comes from the US Trademark Office Manual the filing fee is \$250 per class. If the description does not come from the Manual, the filing fee is \$350 per class.

##Our fees are \$0 if the Section 15 Declaration is submitted in combination with a Section 8 or 71 Declaration, but there is still the additional filing fee of \$200 per class added to the Section 8 or 71 filing fee.

9240333-14

STAFF REPORT

Date: May 28, 2024
Subject: Branding logo protection
From: Scott G. Smith, City Attorney
Meeting Date: June 3, 2024

RECOMMENDATION:

It is recommended City Council adopt Resolution Retaining Legal Counsel to Provide Trademark Protection Legal Services for Branding Initiative and Authorizing City Attorney to Sign The Engagement Letter.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 1 – Strengthen community relations and Wyoming’s sense of identity.
 - OBJECTIVE 1 – Implement the new branding initiative.

DISCUSSION:

The city has expended significant resources to develop new logos and an accompanying style guide. Some of the logos are intended only for city official use making it clear that the land or articles of property on which they are placed belong to the city, the communications containing them are official communications, and the individuals with identification badges bearing them are city personnel. Others are intended to be used widely by residents, businesses, schools, institutions, other organizations and their respective products and endeavors.

It is important, however, to protect the logos against misuses. Among such misuses are, for example, logos might be used in conjunction with certain property, products, services or communications to falsely imply they are the city’s or are endorsed by the city. They might also be attached to products or services to falsely proclaim they were made in the city or by a city business.

It is therefore prudent to register some of the logos and to have a licensing agreement when others use designated logos. Trademark and other intellectual property law are highly specialized. Warner Norcross & Judd has personnel with the requisite expertise. We expect the cost will be under \$20,000.

BUDGET IMPACT:

The proposed payment is covered in the estimated project costs and will be paid from the branding budget.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SIGNING, PAYMENT FOR, AND
RECORDING OF 3RD TRANSMISSION MAIN PROJECT EASEMENT DOCUMENTS

WHEREAS:

1. To fulfill a state mandate, the city is constructing a third water transmission main from its water treatment plant in Park Township, Ottawa County to facilities in the city.
2. To construct that transmission main including related facilities, the city needs to acquire permanent and/or temporary easements where the transmission main cannot be installed in public rights-of-way.
3. In some situations, construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, needs to address needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.
4. Land Matters, the city's contracted right-of-way agent, has negotiated the following water transmission main related easements:

<u>Parcel No.</u>	<u>Owner</u>	<u>Documents</u>	<u>Payment</u>
70-12-36-400-008	Idlenot Farms Land #2 LLC	Settlement Agreement for Crop Damages, Waiver, and Release	\$4,220.00
70-12-36-400-008	Idlenot Farms Land #2 LLC	Temporary Construction Easement	\$120.00
70-12-36-400-008	Idlenot Farms Land #2 LLC	Water Transmission Main Easement	\$800.00

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The listed permanent and temporary easements are approved and accepted and the Mayor and City Clerk are authorized and directed to sign them in the spaces provided on them.
2. The listed settlement agreements are approved and the Director of Public Works is authorized and directed to sign them in the spaces provided on them.
3. City officers and staff and Land Matters are authorized and directed to take all actions to pursuant to those documents, including paying the amounts stated above in the manner and to the persons provided in the documents.
4. 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 June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreements

Resolution No. _____

STAFF REPORT

Date: June 3, 2024
Subject: 3rd Transmission Main Project Easement documents
From: Scott G. Smith, City Attorney
Meeting Date: June 3, 2024

RECOMMENDATION:

It is recommended City Council adopt Resolution Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement Documents.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Improve city infrastructure and reliability.
 - OBJECTIVE 1 – Complete third transmission main.

DISCUSSION:

As we have previously discussed, the state is requiring the city to construct a third water transmission main from the city's water treatment plant in Ottawa County. When possible, the 60-inch diameter main will be placed in public rights-of-way. When that is not possible, the city must acquire easements.

Construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, addressing needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.

The resolution approves and accepts the easements, approves the settlement agreements, authorizes and directs signing them as needed, authorizes payments of the negotiated amounts, and authorizes and directs recording of the easements.

BUDGET IMPACT:

The proposed payment is covered in the estimated project costs and will be paid from the water fund.

WATER TRANSMISSION MAIN EASEMENT
Parcel No. 70-12-36-400-008

The Grantor, **Idlenot Farms Land #2 LLC, a Michigan limited liability company**, whose address is 3762 80th Ave., Zeeland, MI 49464 in exchange for the consideration of \$800.00, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a non-exclusive, permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using an underground water service transmission main up to 60-inches in diameter and related appurtenances such as meters, and valves (the "Water Transmission Main"). Except for marking posts at the drain crossing, all portions of the Water Transmission Main shall be located underground. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block, or stone walls, may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the Water Transmission Main improvements.
 - B. The Easement Area may be improved by landscaping, paving for driveways, walkways, or parking areas, and by installing fences. Other than grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval if such soil removal or regrading will result in the Water Transmission Main being less than five feet (60 inches) below the surface of the ground. The Easement Area shall not be terraced or improved with a retaining wall. Any digging, soil removal or regrading by Grantor in the Easement Area shall be done in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including without limitations, notification and marking by Miss Dig when required.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the Water Transmission Main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard

nursery stock of similar species. Alternatively, at City's option, City may pay Grantor for the reasonable cost to seed lawns and to replace shrubs and trees with nursery stock. Fences will be removed without expense to Grantor and restored, in City's sole discretion, by City's contractor without expense to Grantor or City will reimburse Grantor for the cost to restore the fence. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.

4. Farm crops may be planted, and livestock may graze in the Easement Area. However, fruit trees, grape vines, or other orchard or vineyard plants that depend on perennial growth shall not be planted in the Easement Area after the date of this easement. If crops are damaged due to City work in the Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season(s) in which the damage occurred.

5. Grantor reserves the right to utilize the Easement Area for any purposes not inconsistent with the rights granted by this easement, including, without limitation, utilizing the Easement Area to provide drainage to the Grantor's property and granting additional easements to others, provided that (i) the City's use of the Easement Area shall not be interfered with or obstructed by Grantor, and (ii) any additional easement granted by Grantor to others shall not adversely impair the City's rights under this easement. No additional easement shall be granted without the City's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Any other easement holder shall provide as-built plans to the City.

6. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives in a reasonable manner in accordance with this easement and in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses, and industry standards. Without limiting the generality of the foregoing, all portions of the Water Transmission Main shall be constructed and maintained by City and/or any of its agents or contractors in a good, workmanlike manner, in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses, and industry standards. In connection with the granting of the easement contemplated by this agreement, City agrees to: (i) armor the ditch where the crossing of the Water Transmission Main occurs by placing rocks and marking posts to define its location; and (ii) clean the ditch from Barry Street south to the County drain one (1) time at the City's sole cost and expense.

7. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system unless and until vacated, released, or abandoned by the appropriate governmental entity. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

8. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

9. City agrees to fully defend, indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries and death suffered by persons in any manner caused by or growing out of or in any way connected with the installation, repair, maintenance or presence of said Water Transmission Main, under the Grantor's land or the presence of the City or its employees, guests, invitees, contractors and agents upon the Easement Area, except when caused by the negligence or wrong doing of Grantor or Grantor's agents.

10. This easement may be modified only in writing with the approval of the Wyoming City Council and Grantor.


DATED: _____

Approved as a form:

Scott G. Smith, City Attorney


GRANTOR:

**Idlenot Farms Land #2 LLC,
a Michigan limited liability company**


By: Dick Pyle
Its: Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in County, Michigan on this 2th day of May, 2024, by Dick Pyle, Manager of **Idlenot Farms Land #2 LLC**, a Michigan limited liability company.



Dean F. Reiser, Notary Public
State of Michigan, County of Ottawa
My Commission Expires: May 1, 2025
Acting in the County of Ottawa

CITY OF WYOMING:

By: Kent Vanderwood, Mayor

By: Kelli A. VandenBerg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this _____ day of _____, 2024, by Kent Vanderwood, Mayor of the City of Wyoming, and Kelli A. VandenBerg, City Clerk of the City of Wyoming.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. VandenBerg
Wyoming City Clerk 1155
28th St., SWWyoming, MI
49509

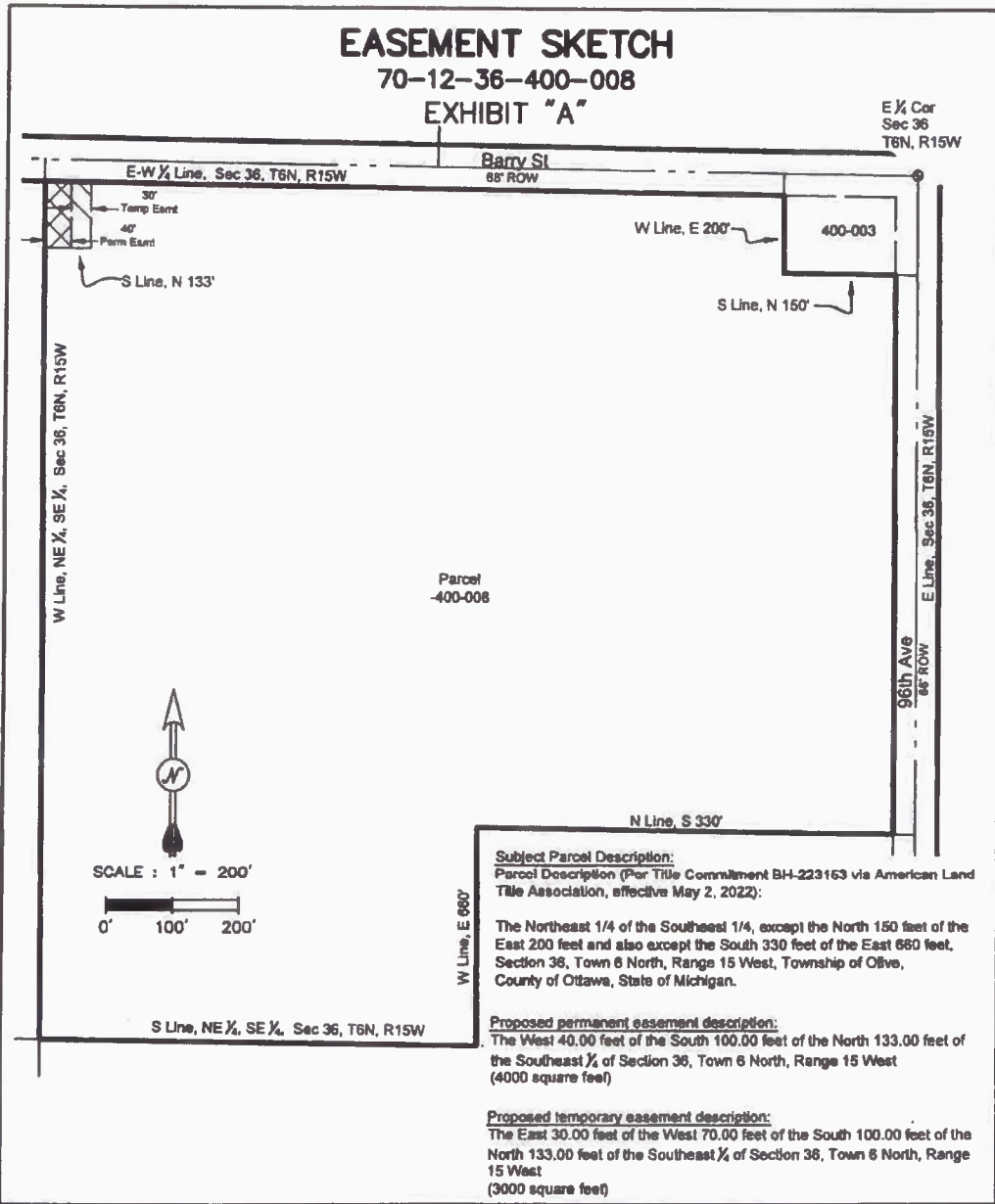
22476086

EASEMENT SKETCH

70-12-36-400-008

EXHIBIT "A"

E 1/4 Cor
Sec 36
T8N, R15W



<p>Prein & Newhof Engineers • Surveyors • Environmental • Laboratory</p> <p>3355 Evergreen Drive NE Grand Rapids, MI 49525 www.preinnewhof.com</p> <p>t. (616) 364-8491 f. (616) 364-6955 info@preinnewhof.com</p>	<p>CLIENT:</p> <p>City of Wyoming Wyoming Treatment Plant 16700 New Holland St Holland, MI 49424</p>	<p>LOCATED IN : SECTION 36 TOWN 06 NORTH, RANGE 15 WEST OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN</p> <p>Date : 05/26/2022 Project No. 2180630</p> <p style="text-align: right;">PAGE 1 OF 1</p>
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TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 70-12-36-400-008

The Grantor, **Idlenot Farms Land #2 LLC, a Michigan limited liability company**, whose address is 3762 80th Ave., Zeeland, MI 49464 in exchange for the consideration of \$120.00, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, for the purposes of constructing, installing, and inspecting an underground water service transmission main and related appurtenances such as meters valves. This easement is subject to the following:

1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor to the condition existing immediately before that work. If work occurs at the end of a construction season, restoration will occur when weather conditions are such that it is more likely to be reasonably successful.
2. If crops are damaged due to City work in the Temporary Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season(s) (if more than one) in which the damage occurred.
3. City's rights under this temporary easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives in a reasonable manner in accordance with this easement and in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses, and industry standards.
4. This easement shall terminate when the construction, installation and inspection of the water transmission main is completed and Grantor's property, including the Temporary Easement Area is restored, or 12 months after construction begins on Grantor's property.
5. This temporary easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Temporary Easement Area is located.
6. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council and Grantor.


DATED: _____

Approved as a form:

Scott G. Smith, City Attorney

GRANTOR:


Idlenot Farms Land #2 LLC,
a Michigan limited liability company



By: Dirk R. Pyle
Its: Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on May 20, 2024, by Dirk R. Pyle, the Manager of **Idlenot Farms Land #2, LLC**, a Michigan limited liability company.



Dean F. Reiser Notary Public
State of Michigan, County of Ottawa
My Commission Expires: May 1, 2025
Acting in the County of Ottawa

[Signed on next page.]

CITY OF WYOMING:

By: Kent Vanderwood, Mayor

By: Kelli A. VandenBerg, Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this ____ day of __, 2024, _____ by Kent Vanderwood, Mayor of the City of Wyoming, and Kelli A. VandenBerg, City Clerk of the City of Wyoming.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

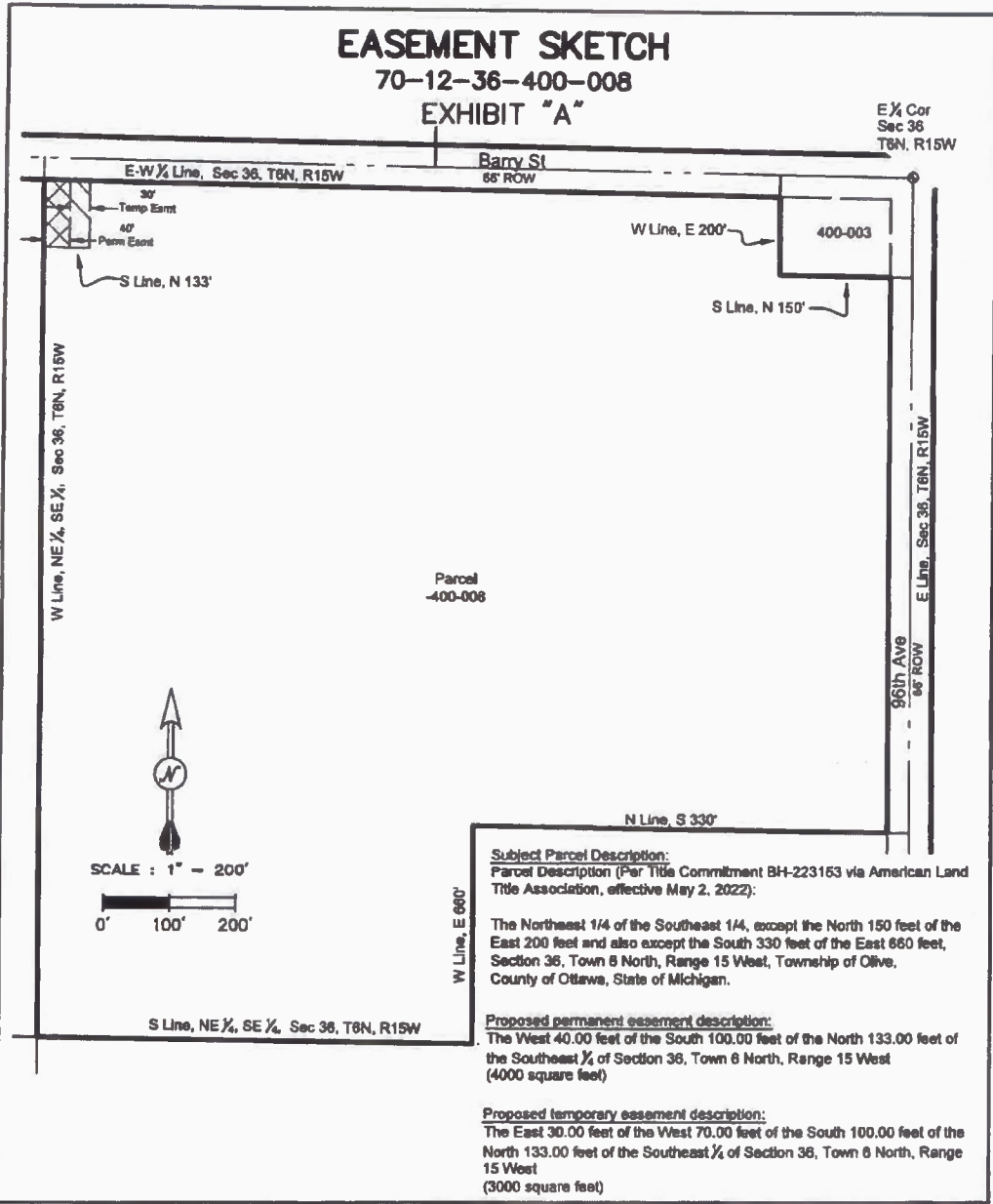
When recorded, return to:
Kelli A. VandenBerg
Wyoming City Clerk 1155
28th St., SW, PO Box 905
Wyoming, MI 49509

22476296

EASEMENT SKETCH

70-12-36-400-008

EXHIBIT "A"



Subject Parcel Description:
 Parcel Description (Per Title Commitment BH-223163 via American Land Title Association, effective May 2, 2022):
 The Northeast 1/4 of the Southeast 1/4, except the North 150 feet of the East 200 feet and also except the South 330 feet of the East 660 feet, Section 36, Town 8 North, Range 15 West, Township of Olive, County of Ottawa, State of Michigan.

Proposed permanent easement description:
 The West 40.00 feet of the South 100.00 feet of the North 133.00 feet of the Southeast 1/4 of Section 36, Town 8 North, Range 15 West (4000 square feet)

Proposed temporary easement description:
 The East 30.00 feet of the West 70.00 feet of the South 100.00 feet of the North 133.00 feet of the Southeast 1/4 of Section 36, Town 8 North, Range 15 West (3000 square feet)

<p>Prein & Newhof Engineers • Surveyors • Environmental • Laboratory</p> <p>3355 Evergreen Drive NE Grand Rapids, MI 49525 www.preinnewhof.com</p> <p>T. (616) 364-8491 F. (616) 364-8955 info@preinnewhof.com</p>	<p>CLIENT: City of Wyoming Wyoming Treatment Plant 16700 New Holland St Holland, MI 49424</p>	<p>LOCATED IN : SECTION 36 TOWN 08 NORTH, RANGE 15 WEST OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN</p> <p>Date : 05/26/2022 Project No. 2180630</p> <p>PAGE 1 OF 1</p>
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SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of _____, 202__, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Idlenot Farms Land #2 LLC, 3762 80th Avenue, Zeeland, MI 49464, as owner (**Owner**) of vacant property on 96th Avenue, Zeeland, MI 49464, PPN # 70-12-36-400-008 (**Property**).

RECITALS

A. City owns and operates a public water treatment and distribution system comprised of a drinking water intake and treatment facility at 16700 New Holland St, Holland, MI 49424 (the **DWP**), hundreds of miles of distribution mains, pumps, elevated water tanks, valves, booster stations, and other facilities (the **System**) in accordance with applicable laws, rules, regulations, permits, licenses, industry standards, and other requirements and guidelines that serves over 250,000 water users in Kent, Ottawa and Allegan Counties.

B. A state regulatory agency has required City to construct an additional transmission main from the DWP to the System facilities in Kent County necessitating the acquisition of easements in which to construct that transmission main, including an easement on the Property.

C. Construction of the new water transmission main within an easement on the Property will involve extensive excavation within the easement area that will also result in crop damages.

E. The parties are entering into this Agreement to ensure the needed easement is granted to City and issues of compensation paid to Owner for the easement and related construction damage are resolved in a mutually acceptable manner.

TERMS AND CONDITIONS

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

1. On or before May 23, 2024, Owner will execute and send signed originals of this Settlement Agreement, a W-9 signed by the Owner, the Easement, and Temporary Easement in, on, over, and under the Property to the City's counsel, Thomas Amon at Warner Norcross & Judd, 150 Ottawa Ave NW, Suite 1500, Grand Rapids, Michigan, in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.
3. On or before June 20, 2024, City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$ 4,220.00 as (i) full, just compensation for

the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement.

4. Owner acknowledges such an amount is just compensation for the easement and City owes Owner no other payment or consideration related to the easement or the design, construction, and installation of the water transmission main within the easement.

5. This Agreement shall bind the parties and their successors and assigns.

6. This is the entire agreement between the parties as to its subject. Neither party is relying on representations or promises not included in this Agreement. This Agreement cannot be amended, modified, or altered except in writing signed by both parties.

7. This Agreement was made in and concerns property in Ottawa County, Michigan. It is to be interpreted and enforced pursuant to Michigan law.


8. By Resolution No. _____, adopted February 6, 2023, City Director of Public Works was authorized to sign this Agreement on City's behalf.

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

CITY OF WYOMING

IDLENOT FARMS LAND #2 LLC

By: _____
Myron Erickson, Director, Public Works


By: Dirk Pyle
Its: Manager

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CARRIER & GABLE, INC. FOR
TRAFFIC SIGNAL EQUIPMENT AND ILLUMINATED STREET SIGNS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Carrier & Gable, Inc. for the purchase of traffic signal equipment and illuminated street signs through June 1, 2025.
2. It is estimated the city will spend an estimated annual amount of \$150,000 for the traffic signal equipment and illuminated street signs.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Carrier & Gable, Inc. for traffic signal equipment and illuminated street signs.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: May 20, 2024

Subject: Authorize the Purchase of Traffic Signal Equipment and Illuminated Street Signs

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

CC: Myron Erickson, Director of Public Works

Meeting Date: June 3, 2024

RECOMMENDATION:

It is recommended the City Council accept a quote and authorize the purchase of traffic signal equipment and illuminated street signs from Carrier & Gable, Inc. through June 1, 2025.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety

DISCUSSION:

Carrier & Gable, Inc. offers a wide variety of traffic signal equipment, including (but not limited to) boxes, circuit controllers, brackets, hardware, etc., and is the sole source provider in Michigan for this equipment.

BUDGET IMPACT:

It is expected that the City will purchase approximately \$150,000 of equipment for the year. Sufficient funds are available in the Major Street fund, account number 202-441-47400-775.000.



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX
www.carriergable.com

SALES QUOTE

Page: 1

Sales Quote WYOMING2024
Sales Quote Date: 5/24/2023
Expires On: 6/1/2025
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection: 2024/25 WYOMING ANNUAL CONTRACT
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
PRICES VALID 06/01/24 TO 06/01/25					
ITEM 10					
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	19,786.00	19,786.00
101-2340	CABINET M30 4PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		8		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
***** END of KIT *****					
ITEM 11					
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT		1	22,384.75	22,384.75
101-2341	CABINET P44 16PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 2

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Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-2956	SDLC HUB, 7 CONNECTOR		1		
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	***** END of KIT *****				
	ITEM 12				
101ACP4416LSSPRITS	CABINET ASSY, P44 16PH MDOT ITS		1	23,752.75	23,752.75
101-2346	CABINET M36 8PH PM BIU WR MDOT ITS PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
101-2620	BASE EXTENSION, 15", P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	***** END of KIT *****				
	ITEM 13				
100-1000	C&G TECH SERVICES MISC		1		
	ITEM 20				
101ACP4416LSSPRITS	CABINET ASSY, P44 16PH MDOT ITS		1	24,279.75	24,279.75
101-2343	CABINET P44 16PH BIU WR MDOT PGW ITS CMB		1		



CARRIER & GABLE, INC.

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SALES QUOTE

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Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
101-2620	BASE EXTENSION, 15", P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	**** END of KIT ****				
	ITEM 35				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	456.00	456.00
	ITEM 40				
105CABFDN	CABINET EXTENSION BASE/FDN ASSEMBLY		1	600.75	600.75
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
	**** END of KIT ****				
	ITEM 50				
101-2622	BASE EXTENSION, 15", M30 GREY		1	462.00	462.00
	ITEM 60				
101NF160	KIT, FLASHER CABINET EL240 STD 1 CIRCUIT		1	533.50	533.50
124-1000	CABINET, EL240 FLASHER TC4000 PG		1		



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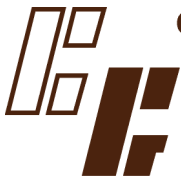
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
124-1011	FLASHER PANEL, 2 CKT FOR TC4000		1		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
103-3127	CABINET BRACKET, ALUMINUM		1		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				
	ITEM 70				
105-2312	CONTROLLER, COBALT-C, EOS		1	3,670.00	3,670.00
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
	ITEM 75				
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1	352.00	352.00
	ITEM 81				
92GPS	GPS ANTENNA W/HARNESS		1	350.00	350.00
92-2000	GPS RECEIVER, GARMIN 19XHVS		1		
85-5030	CABLE, GARMIN GPS TO COBALT		1		
	***** END of KIT *****				
	ITEM 82				
173-3050	TIME CLOCK, TR-4 GPS W/ GPS ANTENNA		1	799.00	799.00
	ITEM 83				
173RTCGPSMDOT	RTC MDOT GPS ASSEMBLY		1	340.65	340.65
100-1665	C&G TECH SVCS REDUCER NIPPLE FOR RTC		1		
100-1675	TERMINAL BLOCK, 4 POS MTD W/HDWR		1		
103-9050	TERMINAL COMPARTMENT, ALUM		1		
103-7636	BRACKET, 1-WAY ARM 12" BK36-B		1		



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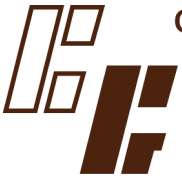
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7658	FOOT, WD/STL 1.25" HOLE U1158 BLK .75" MH		1		
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1		
103-7865	BUSHING 1-1/4"-11-1/2 NPS WEF BLACK ***** END of KIT *****		1		
160-2003	ITEM 90 MONITOR, 6 CH ENHANCED SSM-6LE W/FYA		1	1,182.00	1,182.00
160-2111	ITEM 110 MONITOR, TS2 MMU2-16LEIP		1	1,413.00	1,413.00
149-1001	ITEM 120 LOAD SWITCH I/O DISCRETE 200-OI		1	34.00	34.00
512-1001	ITEM 121 FILTER, CABINET 12"x16"x1"		1	5.60	5.60
166-1002	ITEM 130 FLASH TRANSFER RELAY MGCRAFT, 21XBPL-120VAC		1	38.00	38.00
166-2981	ITEM 141 RELAY, SOLID STATE, SPST N.O. STRUTHERS 418AXXL		1	87.50	87.50
178-2980	ITEM 142 RELAY, SOLID STATE, SPST N.O. CRYDOM A2475		1	161.00	161.00
537-2022	ITEM 143 SURGE SUPPRESSOR, CABINET, SPD120K		1	196.00	196.00



CARRIER & GABLE, INC.

24110 Research Drive
 Farmington Hills, MI 48335
 (248) 477-8700 (248) 473-0730 • FAX
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SALES QUOTE

Page: 6

Sales Quote WYOMING2024
 Sales Quote Date: 5/24/2023
 Expires On: 6/1/2025
 Customer ID: 2170
 SalesPerson: Joe Rodes
 Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
 2660 BURLINGAME, S.W.
 P.O. BOX 905
 WYOMING, MI 49509-0905

Ship

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 2660 BURLINGAME, S.W.
 P.O. BOX 905
 WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
 Shipment Within: Intersection: 2024/25 WYOMING ANNUAL CONTRACT
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 Project County:
 Sheet:
 Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
537-2023	MUST INCLUDE 537-2023 BRACKET WITH EACH UNIT BRACKET, FOR SPD ARRESTORS		1	18.50	18.50
537-2021	ITEM 144 SURGE SUPPRESSOR, HESCO RLS DTW-12A		1	107.00	107.00
537-1030	ITEM 145 SURGE SUPPRESSOR, AC LINE, 20KA		1	20.00	20.00
460-1000	ITEM 150 FLASHER EDI MDL810-2 CIRCUIT		1	36.00	36.00
106-1000	ITEM 160 PUSHBUTTON ISOLATOR, DCI-82-242		1	57.75	57.75
460-2016	ITEM 161 POWER SUPPLY, SHELF, TS2, 12VDC, PS200		1	422.00	422.00
106-1000	ITEM 170 PUSHBUTTON ISOLATOR, DCI-82-242		1	57.75	57.75
537-1250	ITEM 172 SURGE SUPPRESSOR, 120VAC, 1PHASE HE1750		1	121.50	121.50
537-1251	ITEM 173 BASE, HARDWIRE FOR HE1750		1	36.40	36.40
	ITEM 174				



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SALES QUOTE

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Sales Quote WYOMING2024
Sales Quote Date: 5/24/2023
Expires On: 6/1/2025
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
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ALL VALUES STATED IN U.S. DOLLARS

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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
460-2017	BUS INTERFACE UNIT, BIU700		1	356.00	356.00
	ITEM 200				
85-5010	CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00
	ITEM 210				
135-1000	CABLE, RADIO 3/8" 100 FT ROLL		1	185.00	185.00
	ITEM 220				
126-3000	CONNECTOR, 12 PIN W/SHELL EACH		1	51.75	51.75
	ITEM 230				
151-0138	CABLE, OPTICOM MDL 138 (500 FT ROLL)		1	550.00	550.00
	ITEM 240				
135-1001	CONNECTOR, FOR 3/8" LMR-400 CABLE		1	15.50	15.50
	ITEM 251 NO LONGER AVAILABLE				
	ITEM 260				
	ITEM NO LONGER AVAILABLE				
	ITEM 270				
126-3001	CONNECTOR, BNC W/RUBBER BOOT		1	8.75	8.75
	ITEM 280				
85-5000	CABLE, EPAC/EPIC/MARC TO PC		1	49.95	49.95



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160LD	ITEM 290 DETECTOR WITH HARNESS KIT		1	346.00	346.00
160-301T	DETECTOR, 1 CH SHELF LMD301T		1		
160-1002	HARNESS, DETECTOR 10 PIN ***** END of KIT *****		1		
160LD4	ITEM 300 DETECTOR 4 CH. WITH HARNESS KIT		1	322.00	322.00
160-1004	HARNESS, DETECTOR 19 PIN, 4 CH ***** END of KIT *****		1		
160-4201	ITEM 310 DETECTOR, 2 CH RACK ORACLE 2E		1	324.00	324.00
160-4401	ITEM 320 DETECTOR, 4 CH RACK ORACLE 4E		1	456.00	456.00
160-301T	ITEM 330 DETECTOR, 1 CH SHELF LMD301T		1	282.00	282.00
160-0304	ITEM 340 DETECTOR, 4 CHANNEL SHELF, LDM304		1	511.00	511.00
108-NS10323	ITEM 350 ISOLATION CARD FOR TC-26B,2 SLOT 4 CH		1	175.00	175.00
108-5100	ITEM 361 INTERSECTOR INTERFACE BOARD TCIB-4.2		1	640.00	640.00



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108-5000	ITEM 362 INTERSECTOR PRESENCE SNSR TC-CK1-SBE		1	6,250.00	6,250.00
108-NS007252	ITEM 363 ETHERNET CABLE EXTENDER (ECX)		1	825.00	825.00
108-NS003284	ITEM 370 ISOLATION CARD,TC-26B SENSOR PANEL MOUNTED		1	70.00	70.00
	ITEM 390 ITEM NO NONGER AVAIALBLE				
126-1015	ITEM 392 MODULE, VERSICAM RACK MOUNT		1	1,187.00	1,187.00
126-1016	ITEM 393 MODULE, VERSICAM SHELF MOUNT		1	1,460.00	1,460.00
126-1011	ITEM 394 VERSICAM, WIDE ANGLE COLOR FLEX		1	2,345.00	2,345.00
	ITEM 400 NO LONGER AVAILABLE ITEM 410 NO LONGER AVAILABLE ITEM 420 NO LONGER AVAILABLE ITEM 430 NO LONGER AVAILABLE				
	ITEM 440				



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126-1510	LENS ADJUST MODULE W/DISPLAY V.2		1	2,100.00	2,100.00
	ITEM 470				
126-1004	BRACKET, CAMERA MOUNT UNIVERSAL		1	231.00	231.00
	ITEM 480				
103ABCAMERA	BRACKET, ASTRO CAMERA MOUNT		1	319.60	319.60
103-9150	BRACKET, CAMERA MOUNT		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2074	TUBE, GUSSET 74" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 490 REMOVED				
	ITEM 500 REMOVED				
	ITEM 510 REMOVED				
	ITEM 520 REMOVED				
	ITEM 530				
517-1000	LENS, SNOW SHIELD KIT,12" (NO GASKET)		1	58.50	58.50
	ITEM 531				
101-8445	VISOR, 12" VEH POLY CUTAWAY, YEL		1	11.00	11.00
	ITEM 540				
101-4601	HOUSING POLY 12" SA 1 SEC YY		1	47.00	47.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		1	12.50	12.50



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
101-4602	ITEM 550 HOUSING POLY 12" SA 2 SEC YY		1	85.00	85.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		2	12.50	25.00
101-4600	ITEM 560 HOUSING POLY 12" SA 3 SEC YY		1	116.00	116.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		3	12.50	37.50
101-4618	ITEM 570 HOUSING POLY 12" SA 4 SEC YY		1	152.00	152.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		4	12.50	50.00
101-4802X	ITEM 580 SIGNAL POLY 12" RYG YYY TNL		1	303.00	303.00
101-4803X	ITEM 590 SIGNAL POLY 12" R YA GA LED YYY TNL		1	311.25	311.25
101-4810X	ITEM 600 SIGNAL POLY 12" RED LED YYY TNL		1	120.85	120.85
101-4821X	ITEM 610 SIGNAL POLY 12" YEL LED YYY TNL		1	125.85	125.85
101-4807X	ITEM 620 SIGNAL POLY 12" RA YA GA LT LED YYY TNL		1	318.75	318.75
	ITEM 630				



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101-4852X	SIGNAL POLY 12" YA GA LED YYY TNL		1	228.85	228.85
	ITEM 640				
101-4850X	SIGNAL POLY 12" Y G LED YYY TNL		1	220.60	220.60
	ITEM 650				
101-4805X	SIGNAL POLY 12" RA YA YA GA YYY TNL		1	419.75	419.75
	ITEM 660				
132-1000X	DIALIGHT LED 12" RED INSERT XL ITE		1	48.50	48.50
	ITEM 661				
132-1002X	DIALIGHT LED 12" RED ARROW INSERT ITE		1	56.00	56.00
	ITEM 670				
132-2000X	DIALIGHT LED 12" YEL INSERT XL ITE		1	53.50	53.50
	ITEM 680				
132-3000X	DIALIGHT LED 12" GRN INSERT XL ITE		1	47.50	47.50
	ITEM 690				
132-2002X	DIALIGHT LED 12" YEL AR INSERT ITE OD		1	52.50	52.50
	ITEM 700				
132-3002X	DIALIGHT LED 12" GRN AR INSERT ITE OD		1	56.75	56.75
	ITEM 701				
103-7401	PINNACLE, SIGNAL CLOSURE POLY YELLOW		1	7.75	7.75



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-4130	ITEM 710 BACKPLATE, 3 SEC, 1" REF, EAGLE SA		1	132.35	132.35
103-4136	ITEM 711 BACKPLATE, 4 SEC SPLIT, 1" REF, EAGLE SA		1	169.25	169.25
103-4131	ITEM 715 BACKPLATE, 4 SEC, 1" REF, EAGLE SA		1	151.75	151.75
103-4180	ITEM 716 BACKPLATE, SA 3 SEC, 1" REF, AEROFLEX		1	163.60	163.60
103-4183	ITEM 717 BACKPLATE, SA 4 SEC, 1" REF, AEROFLEX		1	193.60	193.60
103-4181	ITEM 718 BACKPLATE, SA 5 SEC DH, SPAN, 1" REF, AEROFLEX		1	221.60	221.60
103-4135	ITEM 719 BACKPLATE, 3 SEC SPLIT, 1" REF, EAGLE SA		1	148.50	148.50
101TS12C6LED	ITEM 720 1-WAY 5-COLOR 12"SWTS LED C6 DH		1	911.30	911.30
101-4850X	SIGNAL POLY 12" Y G LED YYY TNL		1		
101-4852X	SIGNAL POLY 12" YA GA LED YYY TNL		1		
101-4810X	SIGNAL POLY 12" RED LED YYY TNL		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		1		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7426	BRACKET, 2W DOG HS BOTTOM STUD YELLOW		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 730				
103AB8446DHBO	ASTRO BRACKET DOG HOUSE ASSY BRKTS ONLY		1	500.25	500.25
103-2409	ARM KIT, 5 SEC DOG HOUSE ASSY		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 740				
103AB8446	ASTRO BRKT 84" BAND 46" TUBE		1	295.25	295.25
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 750				
103AB3658	BRACKET,ASTRO 4 SECTION 12"		1	305.60	305.60
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2058	TUBE, GUSSET 58" ASTRO BRACKET		1		



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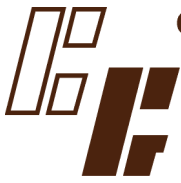
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103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE ***** END of KIT *****		1		
103-7415	ITEM 760 BRACKET, 2-WAY SW 12" TOP BK15		1	309.00	309.00
103-7416	ITEM 770 BRACKET, 2-WAY SW 12" BOT BK16		1	39.50	39.50
103-7417	ITEM 780 BRACKET, 3-WAY SW 12" TOP BK17		1	327.00	327.00
103-7418	ITEM 790 BRACKET, 3-WAY SW 12" BOT BK18		1	117.00	117.00
103-7419	ITEM 800 BRACKET, 4-WAY SW 12" TOP BK19		1	425.00	425.00
103-7420	ITEM 810 BRACKET, 4-WAY SW 12" BOT BK20		1	109.00	109.00
101-7011	ITEM 820 SPAN WIRE CLAMP, KA63 UNF		1	34.00	34.00
103-7015	ITEM 830 BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	142.00	142.00
	ITEM 870				



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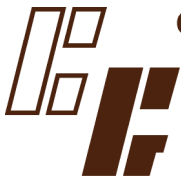
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103-7140	SIG TO SIG JOINER WASHER & HWD		1	12.35	12.35
	ITEM 890				
101-6801X	SIGNAL POLY 12" PED LED H/M FILLED ITE		1	217.00	217.00
	ITEM 900				
101-6815X	SIGNAL POLY 16" PED LED CD FILLED ITE		1	287.50	287.50
	ITEM 910				
132-6007X	DIALIGHT LED 12" PED H/M INSERT ITE		1	143.00	143.00
	ITEM 920				
146-1002	PUSHBUTTON, BULL DOG III YEL LATCH & MMTRY		1	101.50	101.50
	ITEM 930 REMOVED				
	ITEM 932 REMOVED				
	ITEM 934 REMOVED				
	ITEM 935				
146APSIN2MI	IN2 APS PUSH BUTTON ASSY, MI		1	8,590.00	8,590.00
146-1507	PUSHBUTTON, iNS2 APS 2W, T SGN, YEL.BRAILLE		8		
146-1516	CONTROL UNIT, SHELF MT, INS2 - BIU CAPABILITY		1		
146-1550	INTERCONNECT BOARD, CABLES A & C / INS2		1		
146-1523	CABLE, SDLC, 6', W/LOGIC GND CONNECTION		1		
	***** END of KIT *****				
	ITEM 936				
146-1507	PUSHBUTTON, iNS2 APS 2W, T SGN, YEL.BRAILLE		1	672.00	672.00



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146-1516	ITEM 937 CONTROL UNIT, SHELF MT, INS2 - BIU CAPABILITY		1	2,916.00	2,916.00
146-1550	ITEM 938 INTERCONNECT BOARD, CABLES A & C / INS2		1	201.00	201.00
146-1523	ITEM 939 CABLE, SDLC, 6', W/LOGIC GND CONNECTION		1	97.00	97.00
115-1010	ITEM 940 SHAFT 10' SPUN ALUM.		1	341.75	341.75
115-1014	ITEM 950 SHAFT 14' SPUN ALUM.		1	478.50	478.50
115-1016	ITEM 960 SHAFT 16' SPUN ALUM.		1	546.75	546.75
103-1530	ITEM 970 BASE, SQUARE W/SET SCREW & LUG		1	249.00	249.00
157-1001	ITEM 980 ANCHOR BOLT 3/4" X 18" X 3"		1	14.75	14.75
103-7638W	ITEM 990 BRACKET, 2-WAY 16" "T" BK38-B WIDE		1	358.00	358.00



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Expires On: 6/1/2025
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

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Project County:
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7640	ITEM 1010 BRACKET, 16" 2-WAY STRAIGHT ARM BLK		1	220.00	220.00
103-7636	ITEM 1020 BRACKET, 1-WAY ARM 12" BK36-B		1	116.35	116.35
103-7612	ITEM 1021 BRACKET, 2-W PT 12" TOP BK06Z-B		1	284.00	284.00
103-7647	ITEM 1030 BRACKET, 2-W PT 12" TOP 14" BK47-B		1	75.95	75.95
103-7608	ITEM 1031 BRACKET, 1-W PT 12" TOP BK04Z-B		1	223.00	223.00
103-7636	ITEM 1040 BRACKET, 1-WAY ARM 12" BK36-B		1	116.35	116.35
103-7669	ITEM 1050 FOOT, 4" POLE (U1169) BLACK		1	24.50	24.50
103-7660	ITEM 1060 FOOT, WOOD POLE SE-4080 BLK W/HOLE		1	46.75	46.75
103-7616	ITEM 1061 PLUG, 1.25" FOR U1158 FOOT BLACK		1	2.00	2.00
	ITEM 1070 REMOVED				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1080 REMOVED				
	ITEM 1090 REMOVED				
	ITEM 1100 REMOVED				
	ITEM 1110 REMOVED				
	ITEM 1120 REMOVED				
	ITEM 1130 REMOVED				
	ITEM 1140 REMOVED				
	ITEM 1150 REMOVED				
	ITEM 1160 REMOVED				
	ITEM 1170 REMOVED				
	ITEM 1180 REMOVED				
	ITEM 1190				
180-9925	HOUSING, 24X30 4W HT SUB ASSY		1	1,022.00	1,022.00
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1	465.00	465.00
	ITEM 1191				
18024304WLED	CASE SIGN 24X30 4WAY HT LED		1	1,979.00	1,979.00
180-9925	HOUSING, 24X30 4W HT SUB ASSY		1		
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
180-2430FACE	24X30 FACE PER PLANS (BELOW)		4		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
	**** END of KIT ****				
	ITEM 1200				
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1	770.00	770.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1201				
18024302WLED	CASE SIGN 24X30 2WAY HT LED		1	1,376.00	1,376.00
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	**** END of KIT ****				
	ITEM 1210				
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1	770.00	770.00
180-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1	72.00	72.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
	ITEM 1211				
180S2W2430	CASE SIGN 2-WAY 24X30 HUB TOP		1	1,376.00	1,376.00
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	**** END of KIT ****				
	ITEM 1220				
185-9924	HOUSING, 24X30 1W ABT&B UNIV, YELLOW		1	669.00	669.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1221				
180S1W2430AB	CASE SIGN 1-WAY AST/BK TB		1	1,378.25	1,378.25
185-9924	HOUSING, 24X30 1W ABT&B UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
180-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
	***** END of KIT *****				
	ITEM 1230				
180-9910	HOUSING, 12X27 1W HB SUB ASSY		1	643.00	643.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	276.00	276.00
	ITEM 1240				
180-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1	643.00	643.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	276.00	276.00
	ITEM 1242				
180S1W1227ABLED	CASE SIGN 1-WAY 12X27 AST/BKT/T LED		1	958.00	958.00
180-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1250				
185-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1	819.00	819.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	276.00	276.00
	ITEM 1251				
180S1W1227HTLED	CASE SIGN, 12X27 1W HT ABB LED		1	1,134.00	1,134.00
185-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1260				
180-9914	HOUSING, 12X27 4W THRU PIPE SUB ASSY		1	1,129.00	1,129.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	276.00	276.00
	ITEM 1280				
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1	88.00	88.00
	ITEM 1290				
144-1901	SIGN FACE, 12X27 RIGHT		1	30.00	30.00
	ITEM 1300				
144-1902	SIGN FACE, 12X27 LEFT		1	30.00	30.00
	ITEM 1310				
144-1903	SIGN FACE, 12X27 THRU		1	30.00	30.00



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196-2415	ITEM 1320 RETROFIT KIT, 24 X 30 4 WAY LED		1	465.00	465.00
196-1000	ITEM 1330 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
196-1010	ITEM 1340 RETROFIT KIT, 12 X 27 1 WAY		1	276.00	276.00
196-1000	ITEM 1350 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
196-1505	ITEM 1370 POWER SUPPLY, CABINET LED, 1/2 PANELS		1	55.00	55.00
180-3077	ITEM 1390 LED, BO, 24X30 NLT SYM BLACK AB T/B		1	3,770.00	3,770.00
180-3080	ITEM 1391 LED, BO, 24X30 NLT SYM BLACK HUB T&B		1	3,925.00	3,925.00
180-3078	ITEM 1400 LED, BO, 24X30 NRT SYM BLACK AB T/B		1	3,770.00	3,770.00
180-3082	ITEM 1401 LED, BO, 24X30 NRT SYM YEL HUB TOP		1	3,850.00	3,850.00
	ITEM 1410				



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180-3076	LED, BO, 24X30 NTOR LGN BLACK AB T/B		1	3,770.00	3,770.00
	ITEM 1411				
180-3075	LED, BO, 24X30 NTOR LGN BLACK HT		1	3,850.00	3,850.00
	ITEM 1420				
125-1600	ACCESS POINT CARD, CONTACT CLOSURE		1	2,448.00	2,448.00
	ITEM 1430				
125-1605	SERIAL PORT RADIO		1	857.00	857.00
	ITEM 1440				
126-1610	CCU, VANTAGE RADIUS, SHELF, 4 SENSORS		1	15,061.00	15,061.00
	ITEM 1441				
141-3100	CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	12.25	12.25
	ITEM 1442				
141-3106	CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	11.85	11.85
	ITEM 1443				
141-3105	CABLE, CAT 5 ENHANCED 1 FT STRAIGHT THRU		1	9.25	9.25
	ITEM 1445				
178-3200	CONNECTOR, RJ45 MODULAR 300568EZ		1	1.90	1.90
	ITEM 1450				
125-2020	REPEATER, BATTERY OPER LONG LF RP240-BH-LL-2		1	1,882.00	1,882.00



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125-2005	ITEM 1460 BRACKET, MOUNTING AP/REP /SPP RADIO		1	179.00	179.00
125SENSORS	ITEM 1470 SENSYS SENSOR ASSY		1	723.00	723.00
125-3002	SENSOR, F, COUNT,		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR ***** END of KIT *****		1		
125SENSORS	ITEM 1471 SENSYS SENSOR ASSY		1	585.00	585.00
125-3003	SENSOR, T, STOP BAR		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR ***** END of KIT *****		1		
125SENSORFLEXMAG3	ITEM 1472 SENSYS SENSOR ASSY, FLEXMAG 3		1	847.00	847.00
125-3004	SENSOR, FLEXMAG 3 FLUSH, F		1		
125-3010	CUP, EZ-OUT, W/CLIP FOR FLEXMAG 3		1		
125-1002	EPOXY, FLEXMAG 3, BLACK ***** END of KIT *****		1		
125-1735	ITEM 1473 FLEX CONTROL MODULE		1	1,877.00	1,877.00
125-1720	ITEM 1474 FLEX CONNECT MODULE, SDLC LINK		1	1,190.00	1,190.00



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125-1745	ITEM 1745 FLEX CONTROL POWER SUPPLY, AC		1	171.00	171.00
125-1750	ITEM 1746 FLEX ISOLATOR MODULE, 2 PORT		1	650.00	650.00
125-4001	ITEM 1490 EXTENSION CARD, CONTACT CL, NEMA TS1 OR TS2		1	482.00	482.00
125-1000	ITEM 1500 EPOXY, VSN240-F/T, BLACK		1	62.00	62.00
125-1001	ITEM 1505 EPOXY, VSN240-F/T, ORANGE		1	62.00	62.00
511-2000	ITEM 1510 GUN, EPOXY CAULK, 450ML		1	108.00	108.00
134-3250	ITEM 1520 CABLE, CAT 5E OUTDOOR/FLOODED 250 FT ROLL		1	107.00	107.00
134-3500	ITEM 1521 CABLE, CAT 5E OUTDOOR/FLOODED 500 FT ROLL		1	214.00	214.00
134-3000	ITEM 1522 CABLE, CAT 5E OUTDOOR/FLOODED 1,000 FT ROLL		1	428.00	428.00



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169-0500	ITEM 1523 CABLE, CAT 5E OD, 600V 500', BELDEN 7958A		1	980.00	980.00
178-1100	ITEM 1524 CONNECTOR, EZ-RJ45 FOR 600V CAT 6E		1	12.00	12.00
141-3106	ITEM 1525 CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	11.85	11.85
141-3100	ITEM 1526 CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	12.25	12.25
126-1450	ITEM 1550 CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	2,719.00	2,719.00
126-1425	ITEM 1570 CCU, VANTAGE NEXT, NEXT-CCU-PAK		1	4,947.00	4,947.00
126-1450	ITEM 1580 CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	2,719.00	2,719.00
126-1436	ITEM 1590 CCU, VANTAGE NEXT, 2 CAM, TS2, SHELF		1	11,207.00	11,207.00
126-1435	ITEM 1600 CCU, VANTAGE NEXT, 4 CAM, TS2, SHELF		1	17,320.00	17,320.00
	ITEM 1610				



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513-1000	SIGN, DRIVER FEEDBACK, 15" WHITE OR		1	3,591.00	3,591.00
513-1100	SOLAR KIT, DRIVER FEEDBACK 150 WATT		1	4,231.00	4,231.00
	ITEM 1620				
180SNS2W6LED	STREET NAME SIGN, 6' 2W W/MOUNT LED		1	2,085.00	2,085.00
180-9953	HOUSING, 6' 2W SNS SUB ASSY, UNF		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8906	SIGN FACE, 6' STREET NAME SIGN, LEXAN ***** END of KIT *****		2		
	ITEM 1621				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,919.00	1,919.00
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM ***** END of KIT *****		1		
	ITEM 1630				
180SNS2W8LED	STREET NAME SIGN, 8' 2W W/MOUNT LED		1	2,537.00	2,537.00
180-9950	HOUSING, 8' 2W SNS SUB ASSY, UNF		1		
196-1035	RETROFIT KIT, 8 FT SNS LED		1		



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SALES QUOTE

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Sales Quote WYOMING2024
Sales Quote Date: 5/24/2023
Expires On: 6/1/2025
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection: 2024/25 WYOMING ANNUAL CONTRACT
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908	SIGN FACE, 8' STREET NAME SIGN, LEXAN		2		
	**** END of KIT ****				
	ITEM 1640				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,919.00	1,919.00
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM		1		
	**** END of KIT ****				
	ITEM 1641				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,919.00	1,919.00
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM		1		
	**** END of KIT ****				
	ITEM 1650				
180SNS1W6LED	STREET NAME SIGN, 6' 1W W/MOUNT LED		1	2,023.00	2,023.00
180-9952	HOUSING, 6' 1W SNS SUB ASSY, UNF		1		



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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8906	SIGN FACE, 6' STREET NAME SIGN, LEXAN		1		
	**** END of KIT ****				
	ITEM 1651				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	1,919.00	1,919.00
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' STREET NAME SIGN, DG ALUM		1		
	**** END of KIT ****				
	ITEM 1660				
196RFSNS62W	RETROFIT KIT 6' SNS 2 WAY LED		1	489.00	489.00
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
	**** END of KIT ****				
	ITEM 1670				
196RFSNS82W	RETROFIT KIT 8' SNS 2 WAY LED		1	676.00	676.00
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
	**** END of KIT ****				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-5000	ITEM 1681 BRACKET, TRI STD ADAPTER W/SS INSERT		1	35.00	35.00
103-5001	ITEM 1690 BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1	171.50	171.50
103-5002	ITEM 1700 BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1	157.50	157.50
	ITEM 1710 ITEM NO LONGER AVAILABLE				
	ITEM 1720 NO LONGER AVAILABLE				
169-5010	ITEM 1730 PULL BOX, PG1324BA18		1	714.00	714.00
169-5011	ITEM 1740 COVER, H.D. T.S. FOR PG1324BA18		1	701.00	701.00
169-5000	ITEM 1750 PULL BOX, PG1730BA18		1	490.00	490.00
169-5001	ITEM 1760 COVER, H.D. T.S. FOR PG1730BA18		1	425.00	425.00



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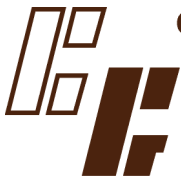
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
157-1022	ITEM 1800 ANCHOR BOLT 1.75"X 114"X6" MDOT MUST ADD FREIGHT FROM AA TO CUSTOMER		1	300.00	300.00
157-1023	ITEM 1810 ANCHOR BOLT 2" X 114" X 6" MDOT		1	400.00	400.00
194-8075	ITEM 1820 STRAIN CLAMP, 7.5" DIA, 5000#, SD		1	144.00	144.00
194-8085	ITEM 1830 STRAIN CLAMP, 8.5" DIA, 5000#, SD		1	155.00	155.00
194-8095	ITEM 1840 STRAIN CLAMP, 9.5" DIA, 5000#, SD		1	155.50	155.50
194-8105	ITEM 1850 STRAIN CLAMP, 10.5" DIA, 5000#, SD		1	167.00	167.00
194-8115	ITEM 1860 STRAIN CLAMP, 11.5" DIA, 5000#, SD		1	174.00	174.00
194-8125	ITEM 1870 STRAIN CLAMP, 12.5" DIA, 5000#, SD		1	177.00	177.00
144-1011	ITEM 1880 PED SIGN - R10-3E AR RIGHT COUNTDOWN		1	19.25	19.25



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144-1012	ITEM 1881 PED SIGN - R10-3E AR LEFT COUNTDOWN		1	19.25	19.25
144-1004	ITEM 1882 PED SIGN - R10-3B AR RIGHT MDOT		1	11.25	11.25
144-1005	ITEM 1883 PED SIGN - R10-3B AR LEFT MDOT		1	11.25	11.25
571-1280	ITEM 1890 STABILIZER BAR, TOP, 1/4" CABLE, ALUM		1	26.50	26.50
571-1281	ITEM 1900 STABILIZER BAR, BOTTOM, 1/4" CABLE, ALUM		1	26.50	26.50
403-1225	ITEM 1910 TETHER, TRI-STUD, ALUM, W/NYL NUT		1	48.50	48.50
571-4000	ITEM 1920 HANGER ASSY, BREAKAWAY		1	65.50	65.50
589-4009	ITEM 1930 TURNBUCKLE, 9" MAX ADJ, 2,200 LB WORK LOAD		1	60.00	60.00
185-7135	ITEM 1940 SIGNAL SUPPORT PLATE, INNER, SA		1	8.00	8.00
	ITEM 1950				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
185-7130	SIGNAL SUPPORT PLATE, OUTER, SA		1	8.00	8.00
	ITEM 1960				
580MDOTCELL	DIGI CELLULAR ROUTER, MDOT		1	648.50	648.50
580-3004	CELLULAR ROUTER, DIGI, 4G LTE, GPS, WR31		1		
178-2005	POWER SUPPLY, 24V, 40 WATT GST40A24-P1J		1		
178-2006	POWER CORD, POWER SUPPLY, 10A, 125VAC		1		
518-9010	PIGTAIL, DC BARREL FOR 40W PWR SPLY		1		
	***** END of KIT *****				
	ITEM 1970				
580-3020	ANTENNA, CELLULAR/LTE & GPS, CAB MNT		1	180.00	180.00
	ITEM 1980				
126VECTORCAM	VECTOR CAMERA SYSTEM		1	7,944.00	7,944.00
126-1710	VECTOR NEXT SENSOR, NEXT CAM & RADAR		1		
100-1015	BRACKET, VECTOR CROSSFIRE		1		
	***** END of KIT *****				
	ITEM 2000				
103TS12ABHAWK	1-WAY HAWK, 2-COLOR 12" MATS		1	893.80	893.80
101-4810X	SIGNAL POLY 12" RED LED YYY TNL		2		
101-4821X	SIGNAL POLY 12" YEL LED YYY TNL		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		2		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
101-7140	SIG TO SIG JOINER WASHER & HWD A844291 ***** END of KIT *****		1		
	ITEM 2010				
146BULLDOG	PUSHBUTTON AND SIGN, BULLDOG		1	170.50	170.50
146-1011	PUSHBUTTON, BULL DOG SP-014 YELLOW		1		
146-2001	ADAPTER, PUSHBUTTON WOOD YEL		1		
144-1011	PED SIGN - R10-3E AR RIGHT COUNTDOWN		1		
144-1013	PED SIGN - R10-3E AR LT & RT COUNTDOWN ***** END of KIT *****		1		
	ITEM 2020				
101WSH	SIGN, X-WALK STOP ON RED HAWK		1	269.00	269.00
144-NS007783	SIGN, 24X30 R10-23, X-WALK STOP ON RED W/ BALL		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-9024P33	BRACKET, ASTRO SIGN TUBE 24" P33 BLACK		1		
242-1010	BRACKET, SINGLE BOLT FLARED W/HDWR BAND-IT ***** END of KIT *****		1		
	ITEM 2030				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	6,680.00	6,680.00
	ITEM #:				
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		4		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		



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166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				
	ITEM 2050				
128GRIDSMARTCAM	GRIDSMART CAMERA ASSY		1	18,402.00	18,402.00
128-1102	PROCESSOR, GS3 GRIDSMART		1		
128-1125	INTERFACE MODULE, GS3 TS2		1		
128-1110	INTERFACE CABLE, GS2/GS3, TS2		1		
128-1200	PERFORMANCE PLUS MODULE, GRIDSMART		1		
	**** END of KIT ****				
	ITEM 2060				
128HEMIPSCAM	HEMISPHERICAL VIDEO DETECTION CAMERA		1	4,410.00	4,410.00
128-1000	CAMERA, GRIDSMART SMARTMOUNT		1		
128-1150	JUNCTION BOX, V2		1		
128-1505	CABLE, EPM 10AWG GROUND, 10'		1		
128-1510	CABLE, 5' CAT 5E PATCH, GRIDSMART		1		
128-3000	ETHERNET PROTECTION MODULE		1		
128-4000	SMARTMOUNT COMPLETE POLE ASSEMBLY		1		
128-4002	SMARTMOUNT CAP		1		
128-4003	SMARTMOUNT J MOUNTING BODY		1		
103-2090	CLAMP KIT, ASTRO BRACKET TENON MT		1		
	**** END of KIT ****				



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 2070				
177BEACONR829D	MX SERIES R829 BEACON, DUAL, 50W		1	10,912.00	10,912.00
177-NS14013	MX BEACON MODULE, 12" YLW LED, POLY W/ VISOR		4		
177-NS14014	MOUNT, MX SERIES, SOP SINGLE 2 ARMS 2 HUB,		4		
177-NS14015	HARNESS, FLASHER MODULE, 16'		4		
177-NS14016	MX 200 SOLAR POWER MODULE, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
177-NS14018	SOLAR PANEL, 50W MX SERIES ***DO NOT USE***		2		
144-NS11408	SIGN, 24X48 S5-1 SCHOOL SPEED 25 WHEN		2		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		
	**** END of KIT ****				
	ITEM 2080				
177BEACONR829S	MX SERIES R829 LED SIGN, 50W		1	9,585.50	9,585.50
177-NS14019	LED SIGN MODULE , S5-1 SCHOOL 25 MPH, 24X48",		2		
177-NS13074	SIGN MOUNT KIT, LED, BANDING TO POLE, W/O		2		
177-NS14015	HARNESS, FLASHER MODULE, 16'		2		
177-NS14016	MX 200 SOLAR POWER MODULE, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
177-NS14018	SOLAR PANEL, 50W MX SERIES ***DO NOT USE***		2		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		
	**** END of KIT ****				
	ITEM 2090				
177-NS14020	CARMANAH OPTIONAL REMOTE PROGRAMMING SUBSCRIPTION, MX PRO 1 YEAR		2	249.00	498.00



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Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 342,808.55

Subtotal: 342,808.55
Invoice Discount: 0.00
Total Sales Tax: 0.00
Total: 342,808.55

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
RETURN ACTIVATED SLUDGE PUMP PARTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Kerr Pump and Supply, Inc. for the purchase of return activated sludge pump parts at the Clean Water Plant in the total estimated amount of \$23,762.60.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of return activated sludge pump parts from Kerr Pump and Supply, Inc.
2. The City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: May 11, 2024

Subject: Purchase of Return Activated Sludge Pump Parts

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: June 3, 2024

RECOMMENDATION:

It is recommended that the City Council accept the quote as provided by Kerr Pump and Supply for return activated sludge pump parts in the total amount of \$23,762.60.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship

DISCUSSION:

Return activated sludge pumps are utilized at the Clean Water Plant to pump the solid residuals that are the byproduct of wastewater treatment. Building “P” utilizes six such pumps to move sludge from the final clarifiers back to the inlet of the aeration tanks to maintain the correct concentration of activated sludge in the aeration tanks, ensuring that the required degree of treatment can be achieved within the designated time. Four of the six pumps manufactured by Fairbanks run continuously and the remaining two are placed in service as needed. Hence the plant’s day-to-day operation is heavily dependent on this pumping technology.



Plant staff maintains and repairs the return active sludge pumps as required for longevity and optimal performance. Recently, one such pump failed due to wear and tear from pumping sludge 24/7 for approximately seven years. The pump requires a complete overhaul which typically includes the replacement of the impeller and other wear parts. Taking into account the other return activated sludge pumps have similar

hours and likely similar wear, it is prudent to order additional spare parts for a second pump overhaul.

Because Kerr Pump and Supply is the exclusive supplier of Fairbanks equipment and parts for the state of Michigan, they were contacted for replacement parts and returned with a quote of \$23,762.60. Considering the importance of the return activated sludge pumps and the ability of plant staff to repair them, it is recommended the City Council accept the quote as provided by Kerr Pump and Supply.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant account #590-590-54300-775.000.

CITY OF WYOMING

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

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

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

Effective Date means: May 21, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Kerr Pump and Supply, Inc.
(Name of supplying entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
12880 Cloverdale
(Supplier's street address)
Oak Park, MI 48237
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

None.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form: _____

Supplier: Kerr Pump and Supply, Inc.

By: _____
(Signature of officer, director, or principal of Supplier)

GARY D. MOORE
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: 5/9, 2024

INSIDE SALES
ENGINEER

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its 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, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfc.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier 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. Therefore:

A. Supplier in (i) employment actions and (ii) 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. Supplier 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. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii)

Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

C. Supplier 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 Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

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

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. 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. Supplier 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 any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the

Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including 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 be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to 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 documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible for Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the 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 party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the non-compliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any non-compliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. 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 and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any 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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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

**Exhibit B
Proposal**



Quote Date
5/7/2024

PO Number
FAIRBANKS PARTS

Quoted By
Gary Moore
Inside Sales

Quote Number
QTE230545

Bill To:

WYOMING, CITY OF
accountspayable@wyomingmi.gov
1155 28TH STREET S.W.
WYOMING, MI 49509-0905

Ship To:

WYOMING, CITY OF
ATTN: AARON RICE 616-261-3574
2660 BURLINGAME
WYOMING, MI 49508

PO Number	Ship Method	Salesperson	Exp Ship	Pay Terms	Customer No.	
FAIRBANKS PARTS	UPS - PREPAID & ADD	31	06/07/2024	N30	WYOMI002	
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price
CP5855AT 9660 F	FAIRBANKS IMPELLER WASHER	2	0	EA	\$44.00	\$88.00
T8D1DB 0220F	IMPELLER CW,2VN,A RG	2	0	EA	\$8,358.20	\$16,716.40
T6C17C 9630F	RING IMPELLER	2	0	EA	\$1,472.00	\$2,944.00
11FM7A0202 0003F	CAP SCREW 3/4-	2	0	EA	\$16.50	\$33.00
T8D16X 3380 F	RING CASE FRONTHEAD WEARING	1	0	EA	\$3,981.20	\$3,981.20

IMPELLER LEAD TIME IS 4-5 WEEKS A.R.O.

ALL OTHERS 5-7 BUSINES DAYS

ALL PRICES QUOTED HEREIN ARE FIRM FOR 10 DAYS AND DO NOT INCLUDE TAXES WHICH MAY APPLY AT TIME OF SHIPMENT. ALL PRICING IS QUOTED NET, EXWORKS, FREIGHT COLLECT OR PREPAY AND ADD.
ALL ORDERS ARE BASED UPON APPROVED CREDIT. STANDARD PAYMENT TERMS ARE 100% NET 30. PAYMENT TERMS ON ANY ORDER \$50,000 AND GREATER SHALL BE 40% UPON RECEIPT OF ORDER, 40% PRIOR TO SHIPMENT AND 20% NET 30.

Subtotal	\$23,762.60
Trade Disc	\$0.00
Freight	\$0.00
Misc	\$0.00
Tax	\$0.00
Total	\$23,762.60

All quotations and contracts are subject to Kerr Pump and Supply, Inc. Terms and Conditions of Sale dated 1/1/2018, a copy of which can be found on our website kerrpump.com. Placing an order is acceptance of these terms. Shipment time is an approximation based on current inventory and factory production schedules. Quotation is valid for 10 days from Quote date.

KERR PUMP AND SUPPLY 12880 Cloverdale Oak Park, MI 48237

TEL: 248-543-3880 FAX: 248-543-3236

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM THE ARCHITECTURAL GROUP, INC.
FOR ARCHITECTURAL AND DESIGN WORK FOR THE RENOVATIONS TO THE
MEN'S LOCKER ROOM AT THE CLEAN WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from The Architectural Group, Inc. for the architectural and design work for the renovations to the men's locker room at the Clean Water Plant in the total estimated amount of \$28,500.00.
2. It is further recommended the City Council authorize a \$1,500.00 contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal for architectural and design work for the renovations to the men's locker room at the Clean Water Plant in the total estimated amount of \$28,500.00.
2. The City Council authorizes \$1,500.00 for contingency.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

Staff Report

Date: May 20, 2024

Subject: Men's Locker Room Renovation Design

From: Jon Burke, CWP Superintendent

CC: Myron Erickson, Director of Public Works

Date of Meeting: June 3, 2024

RECOMMENDATION:

It is recommended that the City Council accept the proposal from The Architectural Group, Inc. for the architectural and design work for the renovations to the men's locker room at the Clean Water Plant in the amount of \$28,500. It is also recommended that the City Council approve a contingency amount of \$1,500, bringing the total amount to \$30,000.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - Building and infrastructure improvements

DISCUSSION:

The Clean Water Plant recently completed a project with The Architectural Group, Inc. (TAG), which renovated the women's locker room bringing it into compliance with ADA requirements. There was also some unused space in another area of the plant that was renovated to create a new Mother's Room, bringing the plant into compliance with the Fair Labor Standards Act. Both of these projects turned out great.



While this work was under way, we approached TAG about renovating the men's room in the next fiscal year. This area of the building has outdated fixtures, needs laundry room, and drain line improvements, and ADA requirements that also need to be addressed. Funding for the construction part of this project was included in the FY25 budget and with funds available in FY24 for the design work, it would be prudent to get started as soon as possible to allow for possible construction over the winter.

BUDGET IMPACT:

Sufficient funding is available in the Clean Water Plant Capital Outlay account #590-590-54400-986.444.

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(NO RFP)

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: June 4, 2024.

Professional means: The Architectural Group Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3100 Prairie SW
[Professional's street address]
Grandville, MI 49418
[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:

- Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
- City will pay the Professional in accordance with the Proposal.
- 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, City Attorney

The Architectural Group Inc.

By: Jay Miedema
Principal of Professional]
Jay Miedema, Principal Architect
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: May 21, 2024

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., speak 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 §13. 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.
10. **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.

11. 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.

12. 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.

13. 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 §13.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.

14. 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, 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.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$ 1,000,000 Each Occurrence \$ 1,000,000 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): \$ 1,000,000 per person \$ 1,000,000 per occurrence	Coverage 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 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 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. 1,000,000 per claim, \$2,000,000 Annual 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

16. 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

March 29, 2024

Jon Burke
Superintendent
City of Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Wyoming, MI 49418

RE: **Proposed Clean Water Plant Improvements
(Men's Locker Room Renovations)**
City of Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Wyoming, MI 49418

Dear Jon,

Please accept this letter for the Architectural Design Services for the renovations to the Men's Locker Room at the City of Wyoming Clean Water Plant in Wyoming.

Project Description:

The proposed improvements include updating the finishes of the current Men's Locker Room, Shower Room, Restrooms, and Laundry Room. The improvements will include ADA compliance for all spaces, and adding (1) additional stacked washer and dryer.

The work includes interior design, minimal mechanical and electrical engineering design services. The work anticipates open bidding to any area contractor that meets the schedule requirements and does not require prevailing wage requirements. Any additional work beyond the above description will only proceed when authorized by the City and on an hourly basis with an agreed upon cap.

We anticipate invoicing our Architectural Services on an hourly basis with the following fee:

Total Architectural and Engineering Design Fees	\$28,500
--	-----------------

Any reimbursable expenses would be limited to mileage, printing and postage costs to the City of Wyoming. We propose an allowance of \$1,500.

The following items have been excluded from our services. These services or additional services can be requested and will be provided on an hourly basis upon your approval to proceed. They include the following:

1. Furniture design, layout, selections, or bidding (under a separate purchase order).
2. Fee paid for securing approval from authorities having jurisdiction including, but not limited to, application fees, review fees, escrow fees, and bonds associated with permitting.
3. Distribution of plans and specifications to Contractors will only be available electronically.
4. Changes or modifications, including preparation of bulletins and/or addenda for alternations requested by the Owner. Changes or modifications necessitated to clarify the architectural/engineering drawings and/or clarify municipal code issues will be provided at no additional charge.
5. Security, data and audio/visual design, layout or specifications.
6. Building Information Modeling (BIM).
7. Scope changes or additional services not in our scope of work as defined.

Please call me if you have any questions or need further information. We look forward to working with you and the CWP staff again. We trust the preceding services and fees meet with your approval. If this is acceptable, please sign below and return a copy to our office.

Sincerely,

The Architectural Group Inc.



Jay Miedema
Principal Architect
The Architectural Group Inc.

Jon Burke
City of Wyoming Clean Water Plant

Date

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE OF NETWORK SWITCHING EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from People Driven Technology for the purchase of Cisco brand network switching equipment in the total estimated amount of \$54,562.42.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from People Driven Technology for the purchase of network switching equipment.
2. The City Council authorizes the Mayor and City Clerk to sign the quote.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

Staff Report

Date: May 23, 2024
Subject: Quote for Cisco Switching
From: Paul Gerndt, Information Technology Director
Meeting Date: June 3, 2024

RECOMMENDATION:

It is recommended City Council authorize acceptance of a quote from People Driven Technology, Inc. for Cisco brand network switching equipment, in the amount not to exceed \$54,562.42.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Several projects currently underway require new network switches to replace aging devices or provide capacity for more networked devices. Specifically, aging network switches at the Police Department's shooting range, the Kent District Library Wyoming branch, Clean Water Plant, and Fire Station #1 need replacement. Renovation of Fire Stations #2 and #4 requires upgrades to support the computers and telephones that will soon be installed.

The City's standard for network switching equipment is Cisco brand hardware. As a rule, network switches are routinely replaced on a cycle of seven (7) years. Exceptions are made, shortening the cycle for more critical devices or extending the cycle for those of a less critical nature. The switches referenced above for the library, shooting range, and Clean Water Plant are significantly beyond seven years in age.

Information Technology Department staff obtained quotes from two vendors: CDWG, whose quoted prices came from the State of Michigan Master Computing Agreement or MiDEAL Contract and People Driven Technologies, Inc. Quoted prices are shown in the tabulation below.

The quote from People Driven Technology, Inc. is the lowest; therefore, it is recommended that City Council authorize the purchase of the quoted Cisco items from People Driven Technology, Inc.

TABULATION:

<u>Vendor / Contract</u>	<u>Total Quote</u>
CDWG / MiDEAL	\$ 78,818.09
People Driven Technology, Inc	54,562.42

BUDGET IMPACT:

Funds are budgeted and available in the following accounts:

- 590-590-54300-740.000 (Sewer Fund – Treatment – Operating Supplies)
- 101-258-25800-740.201 (General Fund – Information Technology – Operating Supplies Computer Infrastructure.)

Attachment:

People Driven Technology Quote



City of Wyoming

Cisco switching
Quote # 011299 v1

May 23, 2024



Cisco switching

Prepared by:

East Michigan

Bill Fedak
248-567-3027
fedakb@peopledriven.com
Todd Steichen
steichent@peopledriven.com

Prepared for:

City of Wyoming

Todd Curran
currant@wyomingmi.gov

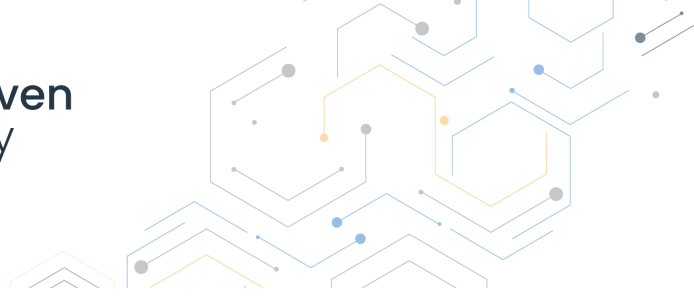
Quote Information:

Quote #: 011299

Version: 1
Delivery Date: 05/23/2024
Expiration Date: 06/21/2024

Hardware

Line	Qty	Part Number	Description	Price	Extended Price
1	2	C9200CX-12P-2XGH-E	Catalyst 9000 Compact Switch 12-Port PoE+, 240W,HVDC,Ess	\$1,738.42	\$3,476.84
2	2	CON-SNT-C9200C2G	SNTC-8X5XNBD Catalyst 9000 Compact Switch 12-Port PoE - 3yrs	\$522.46	\$1,044.92
3	2	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
4	2	SCAT9200CXUK9-179	Cisco Catalyst 9200CX XE 17.9 UNIVERSAL	\$0.00	\$0.00
5	2	C9200CX-NW-E-12	C9200CX Network Essentials, 12-port license	\$0.00	\$0.00
6	2	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	\$65.65	\$131.30
7	2	CAB-CON-USB RJ45	Console Adapter - Micro USB to RJ45	\$22.98	\$45.96
8	2	C9200CX-DNA-E-12	C9200CX Cisco DNA Essentials, 12-Port Term Licenses	\$0.00	\$0.00
9	2	C9200CX-DNAE12-3Y	C9200CX Cisco DNA Essentials, 3Y Term License, 12P	\$192.30	\$384.60
10	2	RACKMNT-19-CMPACT	19 in Rackmount for 9200CX switches	\$49.23	\$98.46
11	5	C9200L-24P-4X-E	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials	\$1,444.75	\$7,223.75
12	5	CON-SNT-C920024X	SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne - 3yrs	\$946.97	\$4,734.85
13	5	C9200L-NW-E-24	C9200L Network Essentials, 24-port license	\$0.00	\$0.00
14	5	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00



Hardware

Line	Qty	Part Number	Description	Price	Extended Price
15	5	PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	\$0.00
16	5	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	\$0.00
17	5	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00
18	5	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00
19	5	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	\$0.00	\$0.00
20	5	C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license	\$321.14	\$1,605.70
21	5	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
22	10	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	\$0.00
23	3	C9200L-48T-4X-E	Catalyst 9200L 48-port data only,4 x 10G,Network Essentials	\$2,104.19	\$6,312.57
24	3	CON-SNT-C920L4XE	SNTC-8X5XNBD Catalyst 9200L 48-port data, 4 x 10G ,Ne - 3yrs	\$1,068.25	\$3,204.75
25	3	C9200L-NW-E-48	C9200L Network Essentials, 48-port license	\$0.00	\$0.00
26	3	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00
27	3	PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	\$0.00
28	3	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	\$0.00
29	3	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00
30	3	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00
31	3	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	\$0.00	\$0.00
32	3	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	\$589.52	\$1,768.56
33	3	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
34	6	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	\$0.00
35	8	IE-3200-8T2S-E	Catalyst IE3200 w/ 8 GE Copper & 2 GE SFP, Fixed System, NE	\$2,061.87	\$16,494.96



Hardware

Line	Qty	Part Number	Description	Price	Extended Price
36	8	CON-SNT-IE32008E	SNTC-8X5XNBD Catalyst IE3200 Rugged Series Fixed Syst - 3yrs	\$811.85	\$6,494.80
37	8	PWR-IE50W-AC-L	50W AC Power Supply (Lite)	\$192.55	\$1,540.40
38	8	IOT-OTHER	Not related to an IoT Solution; For tracking only.	\$0.00	\$0.00
39	8	NO-IOT-SOLUTION	Not related to an IoT Solution; For tracking only.	\$0.00	\$0.00
40	8	IE3X00_SW	Software for Catalyst IE3x00 rugged series	\$0.00	\$0.00

Subtotal: \$54,562.42



Cisco switching

Ship To:

City of Wyoming

1155 28th St. SW
todd.curran@wyomingmi.gov
Wyoming, MI 49509
Todd Curran
(616) 530-7221
currant@wyomingmi.gov

Bill To:

City of Wyoming

Accounts Payable
PO Box 905
Wyoming, MI 49509
Todd Curran
(616) 530-7221
currant@wyomingmi.gov

Quote Information:

Quote #: 011299

Version: 1
Delivery Date: 05/23/2024
Expiration Date: 06/21/2024

Quote Summary

Description	Amount
Hardware	\$54,562.42
Total: \$54,562.42	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

Signature: _____

Name: Bill Fedak

Title: Account Executive

Date: 05/23/2024


City of Wyoming

Signature: _____

Name: _____

Date: _____

Approved as to form:



Scott G. Smith, City Attorney

ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

- 1. PRICING:** Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.
- 2. PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.
- 3. DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.
- 4. SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.
- 5. RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.
- 6. TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
- 7. WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.
- 8. EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.
- 9. ORDER CANCELLATION:** Product cancellation and/or return is subject to manufacturer restrictions. People Driven Technology, Inc will abide by its suppliers current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.
- 10. SPECIAL NOTICE:** Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Police Handguns, Holsters, Tactical Lights, and Reflex Sights	Kiesler Police Supply, Inc.	Bid prices as shown on the attached staff report.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

Staff Report

Date: May 28, 2024

Subject: Police Handguns, Holsters, Tactical Lights, and Reflex Sights

From: Capt. Eric Wiler

CC: Chief Kimberly Koster

Meeting Date: June 3, 2024

PURPOSE:

It is recommended City Council accept the bid and authorize the purchase of police handguns, holsters, tactical lights, and reflex sights from Kiesler Police Supply, Inc. in the amount of \$84,383.90 (after the applicable trade-in credit of current handguns).

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – SAFETY
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

On Tuesday, May 28th, 2024, the City received two bids for police handguns, holsters, tactical lights, and reflex sights. Sixty-eight (68) invitations to bid were sent to prospective bidders, and twenty-four (24) of those prospective bidders downloaded the bid specifications. Kiesler Police Supply, Inc. provided the low bid when factoring in the trade-in value of our current handguns.

In 2017, the Wyoming Police Department transitioned to the Sig Sauer P320 9 mm handgun as the duty weapon issued to all sworn personnel. There was a recall on this firearm within the first year of our transition due to a faulty trigger issue. Sig Sauer replaced all handguns purchased by our department with handguns with an upgraded trigger. Subsequent to the recall, we have encountered the following malfunctions, most of which have occurred multiple times, with the Sig Sauer P320 handguns:

- Recoil spring malfunction making the handgun inoperable.
- Trigger bar spring getting bent and disengaging from the trigger bar making the handgun inoperable.

- Trigger bar getting bent making the handgun inoperable.
- Slide release breaks, making the handgun inoperable.
- Numerous magazine releases became corroded and had to be replaced.

Combined, these malfunctions pose serious reliability concerns for this critical equipment. The safety concerns posed by these malfunctions warrant a transition to a new weapons platform for duty handguns issued to our police officers.

Although used infrequently, handguns are a critical tool needed by our police officers to provide safety to members of our community and to our officers during potential life-threatening incidents such as active shooters and armed assailants. Technological advancements in handgun accessories, such as flashlights that mount to the handgun and reflex sights (also known as red dot sights), increase safety to the public and officers by providing illumination of an area and allowing officers to acquire their sights in low-light incidents.

TABULATION:

Estimated Quantity	Item Description -Purchase	Michigan Police Equipment Co.		Kiesler Police Supply, Inc.	
		Unit Price	Total Price for Estimated Quantity	Unit Price	Total Price for Estimated Quantity
112	GLOCPA455SR02MOS6. GLOCK DIRECT MOUNT MOS, NTF/NTR, W/POLY COVER PLATE, RLEME SPR ATCRE	\$460.68	\$51,596.16	\$460.68	\$51,596.16
112	STREAMLIGHT TLR-7AFLEX W/ HIGH SWITCH MOUNTED ON THE LIGHT + LOW SWITCH IN RETAIL BOX MHOH	\$110.40	\$12,364.80	\$107.67	\$12,059.04
130	BLACKHAWK T-SERIES L3D LB RDS GLOCK 17/19/22/23 W/ TLR-7/8, BLACK, RIGHT OR LEFT HAND TO BE DETERMINED AT TIME OF PURCHASE	\$95.00	\$12,350.00	\$97.75	\$12,707.50
110	BLACKHAWK PLAIN CLOTHES HOLSTER L2D PADDLE MOUNTED #44N300BWR (G45 w/TRL7) RIGHT OR LEFT HAND TO BE DETERMINED AT TIME OF PURCHASE.	\$83.95	\$9,234.50	\$86.25	\$9,487.50
112	HOLOHE509T-GR-X2-LEM HOLOSUN 509 PISTOL SERIES, TITANIUM, MINIATURE 110 EACH 365.90 40,249 ENCLOSED REFLEX, GREEN MULTI-RETICLE, SOLAR, SHAKE AWAKE LCMM	\$361.00	\$40,432.00	\$362.00	\$40,544.00
20	BLACKHAWK T-SERIES JACKET SLOT LEG STRAP ADAPTER	\$15.10	\$302.00	\$15.41	\$308.20
Total Purchase Price			\$126,279.46		\$126,702.40

	Item Description – Trade-In Value				
110	USED SIG SAUER P320 CARRY 9MM HANDGUN WITH NIGHT SIGHTS AND THREE MAGAZINES	\$251.00	\$27,610.00	\$374.50	\$41,195.00
3	USED SIG SAUER P320 COMPACT 9MM HANDGUN WITH NIGHT SIGHTS AND THREE MAGAZINES	\$251.00	\$753.00	\$374.50	\$1,123.50
Total Trade-In Value			\$28,363.00		\$42,318.50
Total Cost to City After Trade-In			\$97,916.46		\$84,383.90

BUDGET IMPACT:

Funds are budgeted in the Byrne Grant Capital Outlay account, 101-305-30500.973.000 (\$35,941.00), and the Police Patrol Supplies account, 101-305-31500.740.000 (\$48,442.90)

Attachment:
Contract

CITY OF
WYOMING

POLICE HANDGUNS, HOLSTERS, TACTICAL LIGHTS, AND REFLEX SIGHTS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Kiesler Police Supply, Inc
[Name of supplying entity]
A Indiana Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2802 Sable Mill Road
[Supplier's street address]
Jeffersonville, IN 47130
[Supplier's city, state & zip]

Effective Date means: _____, 202_.

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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

Contractor: Kiesler Police Supply, Inc

By: _____
Kent Vanderwood, Mayor

By: Kelsie Kruer
[Signature officer, director, or principal of Contractor]
Kelsie Kruer; Law Enforcement Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 5/23, 2024

Date signed: _____, 20__

Approved as to form: 

ORDINANCE NO. 4-24

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (142) TO REZONE 5840 WILSON AVENUE SW
FROM ER ESTATE RESIDENTIAL DISTRICT TO R-4 RESIDENTIAL DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (142) to read as follows:

- (142) (a) To rezone the following described property at 5840 Wilson Avenue SW (parcel number 41-17-32-300-047) from ER Estate Residential District to R-4 Residential District:

PARCEL NUMBER 41-17-32-300-047, AS SURVEYED:

THE NORTH 370 FEET OF THE WEST 880 FEET TO THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, EXCEPT THE NORTH 200 FEET OF THE WEST 275 FEET THEREOF, CITY OF WYOMING, KENT COUNTY, MICHIGAN. ALSO EXCEPT, IN THE SOUTHWEST ¼ OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN: DESCRIPTION OF ADDITIONAL RIGHT-OF-WAY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 32; THENCE SOUTH 01 DEGREES 25 MINUTES 58 SECONDS WEST 200.00 FEET ALONG THE WEST LINE OF SECTION 32 TO THE SOUTHWEST CORNER OF THE NORTH 200.00 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 32 AND THE PLACE OF BEGINNING; THENCE SOUTH 88 DEGREES 16 MINUTES 20 SECONDS EAST 12.39 FEET ALONG THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 32 TO THE EXISTING WEST RIGHT-OF-WAY LINE OF WILSON AVENUE; THENCE SOUTHERLY ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF WILSON AVENUE ON A 6105.90 FOOT RADIUS CURE TO THE RIGHT 170.05 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 20 SECONDS WEST 15.33 FEET TO THE WEST LINE OF SECTION 32; THEN NORTH 01 DEGREES 25 MINUTES 58 SECONDS EAST 170.00 FEET ALONG THE WEST LINE OF SECTION 32 TO THE PLACE OF BEGINNING.

Section 2. That this ordinance shall take effect on _____, 2024.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2024.

Kelli A. VandenBerg
Wyoming City Clerk

May 28, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to rezone from ER Estate Residential to R-4 Residential District at 5840 Wilson Ave SW (Section 32) (Ryan Schmidt, GJCR, LLC)

Planning Commission Recommendation: To approve the rezoning of the subject property.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2024. At the meeting, a motion was made by Hall, supported by VanDuren, to recommend that City Council approve the proposed rezoning. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

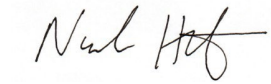
This parcel is 5.9 acres and features a vacant single-family home. Currently, it is zoned ER Estate Residential. The parcel is more than twice the minimum size required for Estate Residential lots, but its limited frontage prevents a parcel split and the natural features of the property make platting untenable.

Rezoning the parcel to R-4 would allow for uses compatible with surrounding uses, most notably found in adjacent PUD-1 developments. If rezoned, the applicant intends to develop a townhouse-style residential development on this property. The City's 2020 Analysis of Impediments and Housing Needs Assessment calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a contribution to meeting Wyoming's housing need, if rezoned to R-4 Residential District.

The parcel satisfies or exceeds the dimensional standards for the R-4 Residential District, including minimum lot area and minimum lot width. It also would be buildable within the required minimum setbacks.

No comments were made during the public hearing. The proposed rezoning ordinance is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager
Patrick Waterman, Deputy City Manager

A motion was made by Hall, supported by Smart, to grant site plan approval.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for a Rezoning from ER Estate Residential to R-4 Residential District at 5840 Wilson Ave SW (Section 32) (Ryan Schmidt, GJCR LLC)

Blair explained that the site is zoned ER, Estate Residential, and outlined the various uses of the surrounding land.

Blair said the applicant is requesting the parcel located at 5840 Wilson Avenue SW be rezoned from ER Estate Residential to R-4 Residential District. The parcel is 5.9 acres and features a vacant single-family home. Rezoning the parcel to R-4 would allow for uses compatible with surrounding uses, most notably found in adjacent PUD-1 developments. If rezoned, the applicant intends to develop a townhouse-style residential development to this property.

Blair said the City's Master Plan, Wyoming [re]Imagined, calls for this parcel to be 'Suburban Residential', which includes both single family and multifamily development. Larger estate lots, over 2 acres, are encouraged to be redeveloped "as the City looks to maximize development potential to capture projected growth in the region." These types of developments are recommended along major roadways and near Neighborhood Commercial Centers. This rezoning is compatible with the envisioned future use.

Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as "Suburban Residential." The proposed use is consistent with the future envisioned use.

(B) *Compatibility of the allowed uses with existing and future land uses;*

With the proposed rezoning, the property would be able to support all potential R-4 uses. In addition, the parcel is identified in the Wyoming Master Plan as 'Suburban Residential'; an R-4 zoning classification would provide more options to adequately meet this future land use goal.

(C) *Capability of the property to be served by public services;*

The property can be served by public utilities within defined limits, as the panhandle portion of the City is restricted based on sanitary sewer capacity. A study done by the City's Engineering office shows that this property would be able to accommodate any of the permitted uses within the R-4 zoning district.

(D) *Ability of the property to be used as currently zoned; and*

The property's current ER zoning does not allow for multifamily homes. The size of the parcel is twice the minimum size of ER parcels, but the limited frontage prevents the parcel from being split. Additional natural features on the property make the platting process inefficient as well. The location and lot dimensions make a townhouse-style residential development a viable use. While the parcel is not located adjacent to other parcels zoned R-4, adjacent parcels include multifamily uses that are consistent with the proposed use under R-4 zoning.

- (E) *Appropriateness of all uses allowed within the proposed district at the property location.* The R-4 zoning district provides residential uses which are appropriate for this location. With other similarly developed parcels adjacent to this property, R-4 uses would fit with and contribute to the character of the area.

Blair also shared the following staff comments:

(A) *Process*

The Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive two readings at City Council. The applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- May 21 – Planning Commission considers rezoning request.
- June 3 – City Council hears the first reading of the rezone request.
- July 1 – City Council hears the second reading of the rezone request.

(B) *Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*

The City's 2020 AI and HNA calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a contribution to meeting Wyoming's housing need as zoned R-4.

- (C) The City's Master Plan, Wyoming [re]Imagined, calls for this parcel to be 'Suburban Residential', which includes both single family and multifamily development. Larger estate lots, over 2 acres, are encouraged to be redeveloped "as the City looks to maximize development potential to capture projected growth in the region." These types of developments are recommended along major roadways and near Neighborhood Commercial Centers. This rezoning is compatible with the envisioned future use.

(D) *Location*

The property is located south of the intersection of Wilson Avenue SW and 56th Street. It is located near a small retail plaza, a high school, a day care center, a place of worship, and a golf course. The proximity to considerable amenities makes this parcel viable for future growth.

(E) *Dimensional Standards*

The lot meets the minimum dimensional standards for R-4 zoning:

- The minimum lot area for R-4 is 1 acre. 5840 Wilson Ave SW is nearly 5.9 acres.
- The minimum lot width for R-4 is 120 feet. 5840 Wilson Ave SW is 170 feet wide.
- The minimum front and rear yard setbacks are 35 feet, and side yard setbacks are 20ft. 5840 Wilson Ave SW is 865 feet deep. This depth would allow for a residential development within the buildable area.

Blair said that The Development Review Team recommends the Planning Commission grant the R-4 rezoning request and recommend the same to City Council.

Micele opened the public hearing at 7:53 PM. There was no public comment, and the hearing was closed.

A motion was made by Hall, supported by VanDuren, to approve the rezoning from ER Estate Residential to R-4 Residential District at 5840 Wilson Ave SW.

A vote on the motion carried out unanimously.

AGENDA ITEM NO. 5

Request to amend Zoning Code Sections 90-201 “Definitions ‘A’”, 90-334 “Accessory Dwelling Units”, 90-401A “Principal Permitted Uses”, 90-404A “Specific Requirements”, 90-405A “Additional Regulations”, 90-406A “Principal Permitted Uses”, 90-409A “Specific Requirements”, 90-410A “Additional Regulations”, 90-414A “Specific Requirements”, 90-415A “Additional Regulations”, 90-421A “Additional Regulations”, 90-437A “Principal Permitted Uses”, 90-440A “Specific Requirements”, 90-401C “Principal Permitted Uses”, 90-405C “General Requirements”, and 90-419C “Development Standards” (Wyoming Planning Staff)

Smith explained that an Accessory Dwelling Units (ADU) is a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit. He then explained that ADUs can be either attached or detached and gave examples of each. Smith said the City’s Master Plan recommends the use of both types of ADUs to bring a diverse set of housing types to Wyoming. ADUs increase housing choices and contribute to affordability, accessibility, and livability. With appropriate conditions, ADUs can provide additional housing, while maintaining the character of existing neighborhoods.

Smith explained the purpose for zoning ordinance amendments stating the following: Accessory dwelling units are already allowed in the City of Wyoming, but they are limited to form-based code districts and, specifically, may only be constructed as second-floor units in accessory buildings in those districts. The proposed amendments would make accessory dwelling units principal permitted uses in most residential districts. Accessory dwelling units are already allowed in nearby communities and Grand Rapids is relaxing its regulation of accessory dwelling units.

Accessory dwelling units are favored by property owners for several reasons, including:

PREPARED FOR:
 CopperRock Construction Inc.
 Dean Rosendall

601 5th Street NW, Suite 300
 Grand Rapids, MI 49504

CREATED:
 Drawn: DS Date: 4/22/2022

REVISIONS:
 Rev: _____ Date: _____
 Drawn: _____

GJCR, LLC a Michigan limited liability company
ALTANS/SPS Land Title Survey
 5840 Wilson Avenue SW
 PART OF THE SOUTHWEST 1/4 OF SECTION 32, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:

PROJECT NO:
 22400536

SHEET NO:
AL

SHEET: 1 OF 1

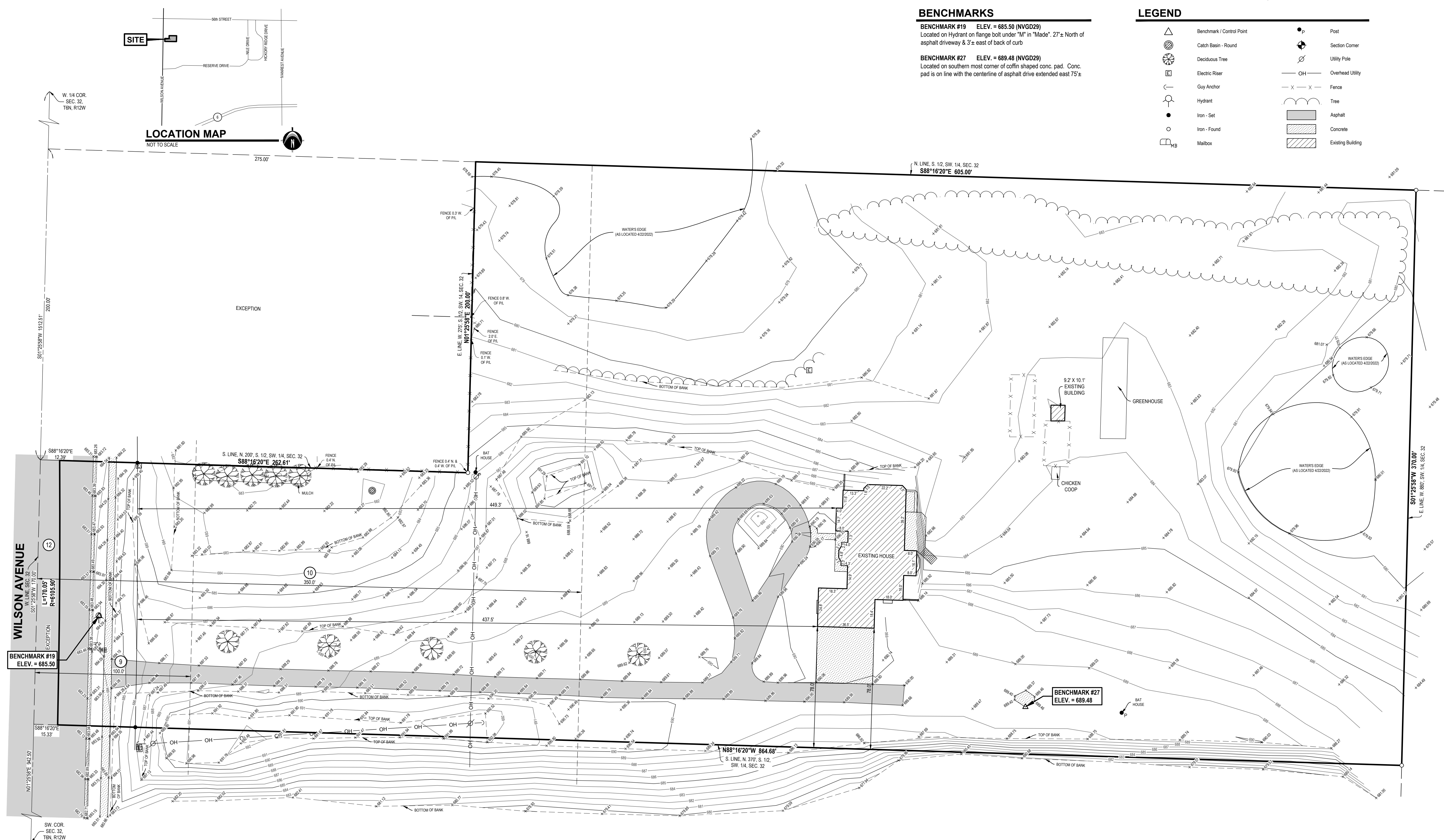
BENCHMARKS

BENCHMARK #19 ELEV. = 685.50 (NVGD29)
 Located on Hydrant on flange bolt under "M" in "Made". 27'± North of asphalt driveway & 3'± east of back of curb

BENCHMARK #27 ELEV. = 689.48 (NVGD29)
 Located on southern most corner of coffin shaped conc. pad. Conc. pad is on line with the centerline of asphalt drive extended east 75'±

LEGEND

	Benchmark / Control Point		Post
	Catch Basin - Round		Section Corner
	Deciduous Tree		Utility Pole
	Electric Riser		Overhead Utility
	Guy Anchor		Fence
	Hydrant		Tree
	Iron - Set		Asphalt
	Iron - Found		Concrete
	Mailbox		Existing Building



TITLE INFORMATION

The Title Description and Schedule B items hereon are from Chicago Title Insurance Company, Commitment No. 41117430RTA, Revision 3, dated February 18, 2022.

TITLE DESCRIPTION

Land Situated in the State of Michigan, County of Kent, City of Wyoming.

The North 370 feet of the West 880 feet of the South 1/2 of the Southwest 1/4 of Section 32, Town 6 North, Range 12 West, except the North 200 feet of the West 275 feet thereof, City of Wyoming, Kent County, Michigan. Also except, in the Southwest 1/4 of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan: Description of Additional Right-of-way Described as: Commencing at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 32; thence South 01 degrees 25 minutes 58 seconds West 200.00 feet along the West line of Section 32 to the Southwest corner of the North 200.00 feet of the South 1/2 of the Southwest 1/4 of Section 32 and the place of beginning; thence South 88 degrees 16 minutes 20 seconds East 12.39 feet along the South line of the North 200.00 feet of the South 1/2 of the Southwest 1/4 of Section 32 to the existing West right-of-way line of Wilson Avenue; thence Southerly along the existing West right-of-way line of Wilson Avenue on a 6105.90 foot radius curve to the right 170.05 feet; thence North 88 degrees 16 minutes 20 seconds West 15.33 feet to the West line of Section 32; thence North 01 degrees 25 minutes 58 seconds East 170.00 feet along the west line of Section 32 to the place of beginning.

SCHEDULE B - SECTION II NOTES

- 8) Rights of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) in a document recorded as Liber 110 of miscellaneous records, Page 269. **The easement described in this document is a blanket easement.**
- 9) Rights of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) in a document recorded as Liber 76 of miscellaneous records, Page 381. **The easement described in this document is shown on this survey.**
- 10) Rights of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) in a document recorded as Liber 103, Page 591. **The easement described in this document is shown on this survey.**
- 12) Rights of Way and/or Easement(s) and rights incidental thereto, as granted in a document, granted to City of Wyoming, recorded as Instrument No. 20060310-0227372. **The easement described in this document is shown on this survey.**

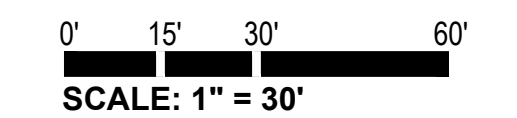
SURVEYOR'S NOTES

- 1) ALTA TABLE "A" ITEM NO. 3 - Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Panel Number 0010C, with an Effective Date of September 2, 1982, shows this parcel to be located in Zone X (subject to map scale uncertainty). No field surveying was performed to determine this zone. (This map was not printed)
- 2) ALTA TABLE "A" ITEM NO. 4 - Gross Land Area: 268180 Square Feet / 6.16 Acres
- 3) ALTA TABLE "A" ITEM NO. 9 - Parking Information
 0 total parking spaces
- 4) Basis of Bearing: S01°25'58"W on West Section Line
- 5) Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- 6) NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.

SURVEYOR'S CERTIFICATION

To GJCR, LLC a Michigan limited liability company, Chicago Title Insurance Company: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 8, & 9 of Table A thereof. The fieldwork was completed on 4/26/2022.

PRELIMINARY
 Randal J. Vugteveen
 Professional Surveyor No. 4001028429
 Nederveld, Inc.
 rvugteveen@nederveld.com



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

ORDINANCE NO. 5-24

ORDINANCE TO AMEND ZONING CODE SECTIONS 90-201 “DEFINITIONS ‘A’”, 90-334 “ACCESSORY DWELLING UNITS”, 90-401A “PRINCIPAL PERMITTED USES”, 90-404A “SPECIFIC REQUIREMENTS”, 90-405A “ADDITIONAL REGULATIONS”, 90-406A “PRINCIPAL PERMITTED UNITS”, 90-409A “SPECIFIC REQUIREMENTS”, 90-410A “ADDITIONAL REGULATIONS”, 90-414A “SPECIFIC REQUIREMENTS”, 90-415A “ADDITIONAL REGULATIONS”, 90-421A “ADDITIONAL REGULATIONS”, 90-437A “PRINCIPAL PERMITTED USES”, 90-440A “SPECIFIC REQUIREMENTS”, 90-401C “PRINCIPAL PERMITTED USES”, 90-405C “GENERAL REQUIREMENTS”, AND 90-419C “DEVELOPMENT STANDARDS” TO ALLOW FOR ACCESSORY DWELLING UNITS WITHIN THE ER ESTATE RESIDENTIAL, R-1, R-2, R-3, R-4, PUD-1 LOW DENSITY PLANNED UNIT DEVELOPMENT, AND PUD-4 GENERAL PLANNED DISTRICT ZONING DISTRICTS FOR ONE- AND TWO-FAMILY HOUSING USES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2 of the Code of Ordinances, City of Wyoming, Michigan is amended by amending 90-201 to read as follows:

Sec. 90-201 DEFINITIONS "A"

Accessible: A term used to describe a parcel of land that has frontage on, and vehicular access to, an improved public road or an improved private road that has been approved by the city.

Access management: A technique to improve traffic operations along a major roadway and decrease the potential for accidents through the control of driveway locations and design; consideration of the relationship of traffic activity for properties adjacent to, and across from, one another; and the promotion of alternatives to direct access.

Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

Accessory use, building, or structure: A use, building or structure which is clearly incidental to, customarily found in connection with, subordinate to, and located on the same zoning lot as the principal use to which it is related, and devoted exclusively to the main use of the premises.

Administrative approval: The city departments of building, planning, fire, assessing, public works and engineering who grant site plan approval for those development projects that do not require planning commission authorization.

Administrative review: The city departments of building, planning, fire, assessing, public works and engineering whose responsibility is to review and comment on site plan submittals prior to planning commission review.

Adult business: a business establishment catering to adults only, as defined in section 14-88 of the City of Wyoming Code of Ordinances.

Adult care facilities:

(1) *Adult care facilities, state-licensed:* A facility for the care of adults, over 18 years of age, as licensed and regulated by the state under Michigan Public Act 218 of 1979, and rules promulgated by the state department of human services, providing foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis, but do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.

(2) *Adult day care facility:* A facility other than a private residence, which provides care for more than six adults for less than a 24-hour period.

(3) *Adult foster care family home:* A private home with the approved capacity to receive six or fewer adults to be provided with foster care for 24 hours a day for five or more days a week and for two or more consecutive weeks. The adult foster care family home licensee must be a member of the household and an occupant of the residence.

- (4) *Adult foster care large group home*: A private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection, in addition to room and board, for compensation, for 24 hours a day, five or more days a week, and for two or more consecutive weeks.
- (5) *Adult foster care small group home*: A private home with the approved capacity to receive seven to 12 adults who are provided supervision, personal care, and protection in addition to room and board, for 24 hours a day, five or more days a week, and for two or more consecutive weeks for compensation.
- (6) *Congregate adult care facility*: A private home with the approved capacity to receive more than 20 adults.

Animals:

- (1) *Domestic*: Any animal customarily kept by humans for companionship, including, but not limited to, dogs, cats, birds, rabbits, hamsters, mice, turtles, and the like.
- (2) *Exotic*: Any species of animal not considered domestic or livestock, including, but not limited to, snakes, lizards and potbellied pigs.

Athletic training facility. A specialized indoor facility provided for the training needs and related activities of athletes. Unlike a health club, these facilities are primarily for the prearranged use of specific teams and programs, rather than for general public walk-in use. This use includes specialized sports facilities, such as ball courts, hockey rinks, gymnasiums, gymnastics, and pools, and may include weight rooms, classrooms and meeting space. Activities may include training sessions, practices and competitive events.

Section 2. That Chapter 90, Article 3, Section 90-333 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-334 ACCESSORY DWELLING UNITS

Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

(1) General Requirements:

- (a) ADUs are allowed only in 1 or 2 family uses.
- (b) Any ADU that is not owner-occupied is subject to rental/housing inspections.
- (c) Short term rental of ADUs is prohibited.
- (d) No more than 1 ADU may be permitted per lot.
- (e) The minimum square footage of an ADU shall be 350 square feet, as per Sec. 90-204.

(2) Attached Accessory Dwelling Unit (AADU): An accessory dwelling unit that is contained entirely within or attached directly to the primary structure.

- (a) The setbacks for the AADU shall be the same as the primary structure.
- (b) The maximum square footage of the AADU shall be whichever is least:
 - (i). 90% of the habitable area of the primary dwelling unit or
 - (ii). Remaining square footage allowed by maximum lot coverage.

(3) Detached Accessory Dwelling Unit (DADU): An accessory dwelling unit that has been constructed entirely independent of the primary structure.

- (a) The DADU may not be located in the front yard or secondary front yard.
- (b) The maximum height of the DADU shall be 14 feet if constructed as a 1-story unit. If the DADU is located over a garage, the maximum height shall be 35 feet.
- (c) Setbacks:
 - (i). If constructed as a 1-story unit of 768 square feet or less, the DADU shall be no closer than 3 feet to any side or rear property line.
 - (ii). If constructed as a 2-story or a unit over 768 square feet, the DADU shall be no closer than 7 feet to any side or rear property line.
 - (iii). The DADU must be at least 10 feet from any existing structure on the same lot.
- (d) The maximum square footage of the DADU shall be whichever is least:
 - (i). 850 square feet,
 - (ii). 70% of the habitable area of the primary dwelling unit,
 - (iii). Maximum size of a single accessory structure based on parcel size,
 - (iv). 350 square feet plus the remaining accessory building square footage, or
 - (v). Remaining square footage allowed by maximum lot coverage.

Section 3. That Chapter 90, Article 4, Section 90-401A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-401A PRINCIPAL PERMITTED USES

In the R-1 Residential District, the following uses shall be permitted:

- (1) Single-family detached dwellings. For mobile home standards see section 90-307.
- (2) Churches and church facilities normally incidental thereto, provided that ingress and egress from the site is onto a major thoroughfare or collector street. Church sites shall be a minimum of three acres.
- (3) Publicly owned facilities, except public elementary, intermediate or high schools.
- (4) Off-street parking.
- (5) Accessory buildings and uses customarily incidental to the principal permitted uses.
- (6) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people as defined by the Michigan Family Independence Agency.
- (7) Home occupations.
- (8) Accessory Dwelling Units incidental to the principal permitted dwelling unit.

Section 4. That Chapter 90, Article 4, Section 90-401C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-401C SPECIFIC REQUIREMENTS

- (1) Detached single-family dwellings.
- (2) Zero-lot-line detached single-family dwellings.
- (3) Two-family dwellings.
- (4) Multiple-family dwellings, including apartments, condominiums and townhouses.
- (5) Convalescent and nursing homes.
- (6) Boardinghouses (rooming houses).
- (7) Off-street parking.
- (8) Accessory buildings and uses customarily incidental to the above principal permitted uses.
- (9) Any principal permitted use in the B-1 local business district, provided the following:
 - (a) The commercial node is located adjacent to or near the intersection of two major thoroughfares as identified in the city thoroughfare plan.
 - (b) The minimum size of the entire PUD shall be 80 acres, of which no more than ten percent or ten acres, whichever is less, may be devoted to commercial uses.
 - (c) Area and yard requirements shall meet or exceed those as listed in the B-1 local business district.
- (10) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people.
- (11) All principal permitted uses in the R-1 and R-2 districts. For mobile homes, see Section 90-329.
- (12) Accessory Dwelling Units incidental to the principal permitted dwelling unit. Sec. 90-334

Section 5. That Chapter 90, Article 4, Section 90-404A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-404A SPECIFIC REQUIREMENTS

- (1) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
- (2) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (3) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances

where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.

- (4) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (5) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (6) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.
- (7) Attached garages and basements are required for all principal single-family dwellings in the R-1 district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 6. That Chapter 90, Article 4, Section 90-405A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-405A ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Buildings. Section 90-311
- (b) Accessory Dwelling Units. Section 90-333
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Parking of recreational vehicles. Section 90-314
- (g) Commercial vehicles in residential districts. Section 90-315
- (h) Signs. Article 7
- (i) Off-street parking. Article 6

Section 7. That Chapter 90, Article 4, Section 90-405C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-405C ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Façade Standards. 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Accessory Dwelling Units. Section 90-334
- (d) Fence Regulations. Section 90-312
- (e) Landscaping for non-residential uses. Section 90-328
- (f) Projections into yards. Section 90-306
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Parking of recreational vehicles. Section 90-314
- (l) Commercial vehicles in residential districts. Section 90-315
- (m) Refuse disposal. Section 90-321

Section 8. That Chapter 90, Article 4, Section 90-406A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-406A PRINCIPAL PERMITTED USES

In the R-2 Residential District, the following uses shall be permitted:

- (1) Single-family detached dwellings. For mobile home standards see section 90-307.
- (2) Churches and church facilities normally incidental thereto, provided that ingress and egress from the site is onto a major thoroughfare or collector street. Church sites shall be a minimum of three acres.
- (3) Publicly owned facilities, except public elementary, intermediate or high schools.
- (4) Off-street parking.
- (5) Accessory buildings and uses customarily incidental to the principal permitted uses.
- (6) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people as defined by the Michigan Family Independence Agency.
- (7) Home occupations.
- (8) Accessory Dwelling Units incidental to the principal permitted dwelling unit.

Section 9. That Chapter 90, Article 4, Section 90-409A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-409A SPECIFIC REQUIREMENTS

- (1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (2) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (5) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.
- (6) Attached garages and basements are required for all principal single-family dwellings in the R-2 Residential District with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.
- (7) In R-2 Residential Districts, for subdivisions platted prior to the date of this chapter and having constructed dwelling units thereto, the minimum floor area per principal dwelling unit shall be 864 square feet.
- (8) Minimum habitable floor area per principal dwelling unit shall be 1,040 square feet in the R-2 Residential District zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
- (9) In R-2 Residential District located east of the U.S. 131 Freeway, for single-family subdivisions platted after the effective date of this footnote (September 3, 1991), the minimum lot size shall be 7,400 square feet; the minimum lot width, 60 feet; the minimum one-story ground floor area, 960 square feet; and the minimum habitable floor area, 960 square feet.

Section 10. That Chapter 90, Article 4, Section 90-410A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-410A ADDITIONAL REGULATIONS

- (1) General Requirements
 - (a) Buildings. Section 90-311
 - (b) Accessory Dwelling Units. Section 90-334
 - (c) Fence Regulations. Section 90-312

- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Parking of recreational vehicles. Section 90-314
- (g) Commercial vehicles in residential districts. Section 90-315
- (h) Signs. Article 7
- (i) Off-street parking. Article 6

Section 11. That Chapter 90, Article 4, Section 90-414A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-414A SPECIFIC REQUIREMENTS

- (1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (2) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (5) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.
- (6) Attached garages and basements are required for all principal single-family dwellings in the R-3 district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.
- (7) For R-3 districts incorporating subdivisions platted prior to the date of this chapter, the minimum standards for duplexes are as follows: Lot width, 70 feet; lot area, 8,400 square feet; and building floor area of 720 square feet per dwelling unit.
- (8) Minimum habitable floor area per principal dwelling unit shall be 900 square feet in the R-3 residential district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.

Section 12. That Chapter 90, Article 4, Section 90-415A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-415A ADDITIONAL REGULATIONS

- (1) General Requirements
 - (a) Buildings. Section 90-311
 - (b) Accessory Dwelling Units. Section 90-334
 - (c) Fence Regulations. Section 90-312
 - (d) Landscaping for non-residential uses. Section 90-328
 - (e) Projections into yards. Section 90-306
 - (f) Parking of recreational vehicles. Section 90-314
 - (g) Commercial vehicles in residential districts. Section 90-315
 - (h) Signs. Article 7
 - (i) Off-street parking. Article 6

Section 13. That Chapter 90, Article 4, Section 90-421A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-421A ADDITIONAL REGULATIONS

- (1) General Requirements
 - (a) Buildings. Section 90-311
 - (b) Accessory Dwelling Units. Section 90-334
 - (c) Fence Regulations. Section 90-312
 - (d) Landscaping for non-residential uses. Section 90-328
 - (e) Projections into yards. Section 90-306
 - (f) Parking of recreational vehicles. Section 90-314
 - (g) Commercial vehicles in residential districts. Section 90-315
 - (h) Signs. Article 7
 - (i) Off-street parking. Article 6

Section 14. That Chapter 90, Article 4, Section 90-437A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-437A PRINCIPAL PERMITTED USES

- (1) Single-family detached dwellings. For mobile home standards see section 90-307.
- (2) Churches and church facilities normally incidental thereto, provided that ingress and egress from the site is onto a major thoroughfare or collector street. Church sites shall be a minimum of three acres.
- (3) Publicly owned facilities.
- (4) Off-street parking.
- (5) Accessory buildings and uses customarily incidental to the principal permitted uses.
- (6) Foster care facilities, nursery schools, day nurseries and child care facilities for the care of not more than six people as defined by the Michigan Family Independence Agency.
- (7) Home occupations.
- (8) Accessory Dwelling Units incidental to the principal permitted dwelling unit. Sec. 90-334

Section 15. That Chapter 90, Article 4, Section 90-440A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-440A SPECIFIC REQUIREMENTS

- (1) In the ER estate residential district, for subdivisions with a minimum of five lots platted subsequent to the effective date of the section, all the minimum requirements of Section 90-403A that apply to the R-1 district may be substituted for those of the ER district, provided the appropriate piping and related facilities for water and sewer systems are supplied by the developer for the plat and approved by the engineering department. Internal streets which meet city requirements shall be constructed for access to the lots. If hookups to the city water or sanitary sewer are unavailable to the plat, individual lot wells and/or septic systems may be added.

However, minimum lot size shall be 20,000 square feet if the water system cannot be connected to the city water systems. In addition, in the ER district, property owners may establish an open space preservation development. For each whole two-acre parcel that, under the applicable regulations of the city, could otherwise be created on up to 80 percent of the parent parcel, the landowner may create parcels at a lesser size if all of the following are established.

- (a) All lots shall have a minimum of 20,000 square feet.
- (b) All lots shall have a minimum of 150 feet in width along a public street.
- (c) A minimum of 20 percent of the overall land area shall perpetually remain in an undeveloped state by means of a conservation easement or restrictive covenant that runs with the land.
- (d) The development of land under this option is subject to the other applicable ordinances, laws and rules, including rules relating to suitability of groundwater for on-site water supply, suitability of soils for on-site sewage disposal, and restriction of development due to floodplains or designated wetlands.

- (e) This option may be utilized once within the boundary of the original parcel.
- (f) Approval of the open space preservation development shall be subject to site plan approval by the planning commission. All required information, including a yield plan showing the maximum number of housing units under the ER district's standard provisions, shall be submitted to the planning department prior to review.
- (2) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
- (3) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (4) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (5) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (6) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (7) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-64.
- (8) Minimum habitable floor area per principal dwelling unit shall be 1,500 square feet in the ER district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
- (9) Attached garages and basements are required for all principal single-family dwellings in the ER district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 16. That Chapter 90, Article 4, Section 90-419C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-419C Development Standards

- (A) Minimum Lot Size and Zoning Requirements. Lot area, width, setbacks, height, lot coverage, minimum floor area, parking, landscaping, lighting and other requirements for the district specified in the following table for the proposed use shall apply to all such uses within a PUD, unless modified in accordance with the provisions of Section 90-419C(C). Within a PUD, minimum buffer requirements between uses otherwise specified in this ordinance shall not apply; provided, the Planning Commission or City Council may require separation or buffering of uses as a condition of concept plan approval.
- (B) Project Scale. Based on the total area of the PUD site, the following shall be permitted:
- (C) Modification of Minimum Requirements. Regulations applicable to a land use in the PUD District may be altered from the requirements specified in Table 90-420C(1), including the following: modification from the lot area and width, building setbacks, height, lot coverage, signs and parking. However, for any residential use, a reduction in lot size shall not result in an increase in the number of dwellings otherwise permitted by the applicable zoning district, unless the PUD is under the maximum permitted density outlined in Table 90-420C(2) and Table 90-420C(3) or a density bonus is also granted in accordance with Subsection D below. In the absence of a density bonus, land gained by the reduction in lot sizes shall be added to the open space required within the PUD. The applicant for a PUD shall identify, in writing, all proposed deviations from the zoning district requirements. Modifications may be approved by the City Council during the preliminary development plan review stage, after Planning Commission recommendation. Adjustments to the minimum requirements may be permitted only if they will result in a

higher quality and more sustainable development, consistent with the purpose of the PUD District, as expressed in Section 90-416C.

- (D) Density Bonus. In addition to the modification of minimum requirements permitted in Section 90- 419C (C), the City Council, after Planning Commission recommendation, may permit an increase in the total number of residential units otherwise allowed within a PUD, according to the requirements in Table 90-420C(2) or Table 90-420C(3), where it is demonstrated that:
- (1) The appearance and construction will result in a development of high quality, as evidenced by:
 - (a) varied roof and wall lines, unique architectural features, innovative transportation amenities, extraordinary energy efficiency, etc.;
 - (b) use of more durable and aesthetically pleasing building materials and finishes (e.g., stone, masonry, wood, hardi-plank, and glass rather than vinyl or aluminum siding on exterior walls; slate, copper, steel, tile or other higher grade roofing materials rather than standard asphalt, vinyl or membranes; and using composite, concrete and steel decking materials rather than treated wood); and/or
 - (c) unique transportation-related improvements (e.g., artful bicycle and other 2-wheeled transportation racks, bicycle maintenance or storage facilities; parking areas that are integrated into a pathway system and landscaping).
 - (2) The PUD site is within one-quarter mile of a dedicated transit route and includes a fixed transit shelter. Greenfield sites are exempt from this requirement.
 - (3) Amenities, beyond the minimum required open space, will be provided to create a more desirable and enjoyable living environment (e.g., universally accessible playground structures, made of the durable, high quality materials that offer unique play experiences); and
 - (4) At least three (3) of the following will be included within the development:
 - (a) Dedicated common open space is provided in excess of the minimum required, per Section 90-419C (E)(1).
 - (b) The PUD site is within one-quarter mile of a full-line grocery store and is accessible via sidewalks.
 - (c) One (1) or more parking structures are proposed within a mixed-use or nonresidential PUD to meet the minimum parking requirements of this ordinance.
 - (d) One (1) or more LEED-certified buildings will be constructed.
 - (e) Significant natural features will be preserved and/or substantial landscaping beyond the minimum requirements will be incorporated into the development.
 - (f) Decorative pavers, public plazas, fountains, or similar aesthetic enhancements will be incorporated into the vehicular and pedestrian circulation system.
 - (g) Sustainability enhancements such as rain gardens, electric vehicle charging stations, wind energy systems, or green infrastructure are incorporated into the PUD.
 - (h) A commercial and/or office component is proposed within the PUD.
 - (i) Affordable or missing middle housing will be incorporated into the residential design.
 - (j) Three (3) or more public benefits, as identified in Section 90-417C(H), will be achieved.
- (E) Common Open Space. For purposes of the PUD requirements, "common open space" is defined as an area of land or water, or a combination of land and water, designed and intended for the perpetual use and enjoyment of the users of the development and/or the general public. Common open space may contain accessory structures and improvements necessary or desirable for noncommercial educational, recreational or cultural uses. A variety of open space and recreational areas is encouraged such as: children's informal play areas in close proximity to neighborhoods or dwelling unit clusters; formal parks, picnic areas and playgrounds; pathways and trails; scenic open areas and communal, noncommercial recreation facilities; and natural conservation areas. At a minimum, the following regulations shall apply to all common open space within a PUD:
- (1) The area of common open space shall comply with the open space requirements outlined in Tables 90-420C(2) and 90-420C(3). Land dedicated for recreation, in accordance with Section 90-419C(E)(3), shall count toward the common open space requirement.
 - (2) The Planning Commission may reduce or waive open space requirements for PUD's on sites less than 5 acres in size upon an agreement with the City to provide funding for improving or sustaining public park amenities located within one-quarter mile of the development site. Such fees paid in lieu of land dedication shall satisfy the open space requirement.

- (3) All common open space shown on the final development plan must be reserved or dedicated by conveyance of title to a corporation, association or other legal entity, by means of a restrictive covenant, easement or through other legal instrument. The terms of such legal instrument must include provisions guaranteeing the continued use in perpetuity of such open space for the purposes intended and for continuity of proper maintenance of those portions of the open space requiring maintenance.
- (4) The open space shall meet the following minimum dimensions, contiguity and connectivity requirements:
 - (a) The required open space shall be centrally located: along the street frontage of the PUD to protect or enhance views; located to preserve significant natural features; adjacent to dwellings; and/or located to interconnect other open spaces throughout the development or on contiguous properties.
 - (b) Required open space areas shall be of sufficient size and dimension and located, configured, or designed in such a way as to achieve the applicable purposes of these regulations and enhance the quality of the development. The open space shall neither be perceived nor function simply as an extension of the adjacent yard of those lots abutting it.
 - (c) If the site contains a lake, stream or other body of water, the city may require that a portion of the required open space abuts the body of water.
 - (d) All required open space areas shall be configured so the open space is reasonably accessible to and usable by residents, visitors, and other users of the development. The minimum size of a required open space area shall be 15,000 square feet; provided, however, that the required open space abutting a public street may be less than 15,000 square feet; and, further provided, that the City Council, upon recommendation of the Planning Commission, may approve other open space areas of less than 15,000 square feet if these areas are designed and established as pedestrian or bicycle paths or are otherwise determined to be open space reasonably usable by residents, visitors, and other users of the development. The minimum average dimension of a required open space area shall be 100 feet.
 - (e) Open space areas shall be linked with any adjacent open spaces, public parks, bicycle paths or pedestrian paths.
 - (f) Grading in the open space shall be minimal, with the intent to preserve existing topography, trees and other natural features, where practical.
 - (g) A sign, structure, or building may be erected within the required open space if it is determined to be accessory to a recreation or conservation use or an entryway. These accessory structure(s) or building(s), shall not exceed, in the aggregate, one (1) percent of the open space area. Accessory structures or uses shall not be located near the boundary of the development if they are determined by the Planning Commission to be inconsistent with the use, scale, or character of adjacent residential development. Pathways or sidewalks shall be exempt from this limitation.
 - (h) The following areas shall not qualify as required common open space for the purposes of this section.
 - (i). The area within any public street right-of-way.
 - (ii). The area within private road easements.
 - (iii). The area within a subdivision lot.
 - (iv). Land within any required yard or setback area.
 - (v). Land within 15' of a structure.
 - (vi). Parking and loading areas.
 - (vii). Fifty percent of any easement for overhead utility lines.
 - (viii). Fifty percent of any steep slopes (12 percent or over).
 - (ix). Fifty percent of any lakes, streams, detention ponds, wetlands or floodplains that are not generally accessible within the development. Accessible shall mean that the feature is bordered by a substantial open space area, park, playground, pathway or reasonable means of access for enjoyment of all owners, visitors or others, in which case the total area may qualify as required common open space.
 - (x). Seventy percent of the area of any golf course².
- (F) Connectivity. Pathways for bicycles and pedestrians shall be incorporated throughout the PUD and along all perimeter streets to ensure connectivity between uses and with adjacent properties. Pathways

- and sidewalks shall be constructed in accordance with the city design standards.
- (G) Parking. Minimum required parking ratio per residential unit is 1.3 spaces. This ratio may be decreased if the PUD has a dedicated transit line within one-quarter mile of the site and the developer provides transit supportive facilities e.g. bicycle facilities or covered bus stop. The maximum parking ratio per residential unit allowed in a PUD is 1.5 spaces. Requirements for minimum number of spaces for all non-residential uses shall be in accordance with Section 90- 600(7). Modifications to the required parking minimums and maximums may be granted by Planning Commission with sufficient justification provided to support any amendments.
 - (H) Accessory Dwelling Units shall be considered principal permitted uses on single-family and two-family parcels within the PUD.

Section 17. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 18. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 5-24

May 28, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-201 "Definitions 'A'", 90-334 "Accessory Dwelling Units", 90-401A "Principal Permitted Uses", 90-404A "Specific Requirements", 90-405A "Additional Regulations", 90-406A "Principal Permitted Uses", 90-409A "Specific Requirements", 90-410A "Additional Regulations", 90-414A "Specific Requirements", 90-415A "Additional Regulations", 90-421A "Additional Regulations", 90-437A "Principal Permitted Uses", 90-440A "Specific Requirements", 90-401C "Principal Permitted Uses", 90-405C "General Requirements", and 90-419C "Development Standards".

Planning Commission Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 21, 2024. At the meeting, a motion was made by Lamer, supported by Zapata, to recommend that City Council approve the proposed text amendments. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

In the past year, both homeowners and property developers have approached Wyoming Planning Staff seeking permission to build accessory dwelling units in residential districts. Accessory dwelling units are already allowed in nearby communities and Grand Rapids is relaxing its regulation of accessory dwelling units.

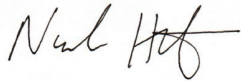
Currently, accessory dwelling units are only permitted in Wyoming's form-based code districts, but could help to address the unmet housing need in Wyoming if expanded to additional zoning districts.

The proposed amendments would make accessory dwelling units principal permitted uses in most residential districts.

The proposed amendments add accessory dwelling units as principal permitted uses in the ER Estate Residential, R-1 Residential, R-2 Residential, R-3 Residential, R-4 Residential, PUD-1 Low Density Planned Unit Development, and the PUD-4 General Planned districts. The proposed amendments also add section 90-334 to the City's zoning code to define accessory dwelling units, to limit them to parcels with single-family and two-family uses, to set dimensional standards, and to establish regulatory standards for these dwelling units.

No comments were made during the public hearing. The proposed zoning code text amendments are attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with the first name "Nicole" and last name "Hofert" clearly distinguishable.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager
Patrick Waterman, Deputy City Manager

- The minimum lot area for R-4 is 1 acre. 5840 Wilson Ave SW is nearly 5.9 acres.
- The minimum lot width for R-4 is 120 feet. 5840 Wilson Ave SW is 170 feet wide.
- The minimum front and rear yard setbacks are 35 feet, and side yard setbacks are 20ft. 5840 Wilson Ave SW is 865 feet deep. This depth would allow for a residential development within the buildable area.

Blair said that The Development Review Team recommends the Planning Commission grant the R-4 rezoning request and recommend the same to City Council.

Micele opened the public hearing at 7:53 PM. There was no public comment, and the hearing was closed.

A motion was made by Hall, supported by VanDuren, to approve the rezoning from ER Estate Residential to R-4 Residential District at 5840 Wilson Ave SW.

A vote on the motion carried out unanimously.

AGENDA ITEM NO. 5

Request to amend Zoning Code Sections 90-201 “Definitions ‘A’”, 90-334 “Accessory Dwelling Units”, 90-401A “Principal Permitted Uses”, 90-404A “Specific Requirements”, 90-405A “Additional Regulations”, 90-406A “Principal Permitted Uses”, 90-409A “Specific Requirements”, 90-410A “Additional Regulations”, 90-414A “Specific Requirements”, 90-415A “Additional Regulations”, 90-421A “Additional Regulations”, 90-437A “Principal Permitted Uses”, 90-440A “Specific Requirements”, 90-401C “Principal Permitted Uses”, 90-405C “General Requirements”, and 90-419C “Development Standards” (Wyoming Planning Staff)

Smith explained that an Accessory Dwelling Units (ADU) is a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit. He then explained that ADUs can be either attached or detached and gave examples of each. Smith said the City’s Master Plan recommends the use of both types of ADUs to bring a diverse set of housing types to Wyoming. ADUs increase housing choices and contribute to affordability, accessibility, and livability. With appropriate conditions, ADUs can provide additional housing, while maintaining the character of existing neighborhoods.

Smith explained the purpose for zoning ordinance amendments stating the following: Accessory dwelling units are already allowed in the City of Wyoming, but they are limited to form-based code districts and, specifically, may only be constructed as second-floor units in accessory buildings in those districts. The proposed amendments would make accessory dwelling units principal permitted uses in most residential districts. Accessory dwelling units are already allowed in nearby communities and Grand Rapids is relaxing its regulation of accessory dwelling units.

Accessory dwelling units are favored by property owners for several reasons, including:

- Parents of young adult children appreciate the ability to offer affordable housing to their children as they launch into the workforce.
- Children of senior parents value the ability to assist their parents through life transitions. Accessory dwelling units allow their parents to age-in-place with their children as caregivers, rather than moving to assisted living facilities.
- Low- and moderate-income households appreciate the income from leasing out accessory dwelling units. The proximity of the rental unit can also hold down property management costs and allow for more comfort for these first-time landlords.

Smith went through the details of the proposed ordinance, including general regulations and dimensional standards. He then provided five examples of how detached accessory dwelling unit standards could be applied to Wyoming properties. Each example was an actual parcel from the City of Wyoming and showed a street view of the home, an aerial of the parcel, the setback standards overlaid on the aerial, and a possible detached ADU that complies with the proposed ordinance. The five examples included a two-family home, a large residential estate, a typical one-family parcel, a substandard one-family parcel with a garage, and a substandard one-family parcel without a garage.

A motion was made by Lamer, supported by Zapata to approve the zoning code amendments and recommend the same to City Council.

Commissioner Zapata expressed her appreciation for the proposed ordinance and her belief that it will benefit the residents of Wyoming.

Commissioner Hall asked whether ADUs require separate utility services. Smith explained that they do not and that is one of the primary differences between an ADU and a duplex.

The motion passed unanimously.

AGENDA ITEM NO.6

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Scannell Properties, Franklin Site 36 LLC)

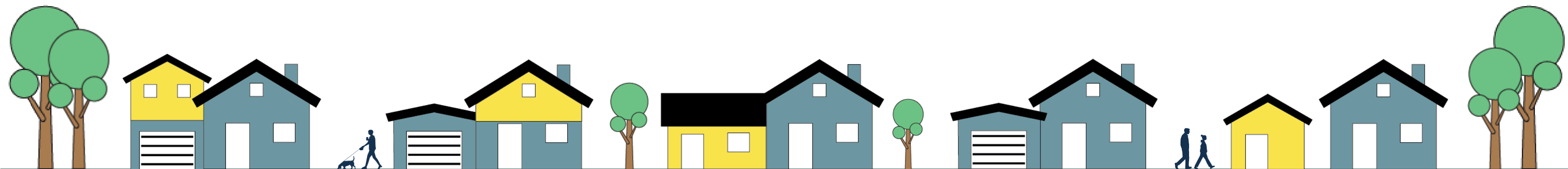
Hofert said the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land.

Hofert explained that the project is proposed to be a 296,710 square foot facility that is expected to be an assembly location for V801 Ford Transit Van Battery Components. Benteler Automotive has been in the Grand Rapids region since the early 1980's and has three other locations in Michigan, including one in Wyoming.

The project includes a 278,950 square foot facility and an additional 17,760 square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is provided off 40th Street/Stafford Avenue and a shared drive off Buchanan Avenue.

Item: Request to amend Zoning Code Sections 90-201 “Definitions ‘A’”, 90-334 “Accessory Dwelling Units”, 90-401A “Principal Permitted Uses”, 90-404A “Specific Requirements”, 90-405A “Additional Regulations”, 90-406A “Principal Permitted Uses”, 90-409A “Specific Requirements”, 90-410A “Additional Regulations”, 90-414A “Specific Requirements”, 90-415A “Additional Regulations”, 90-421A “Additional Regulations”, 90-437A “Principal Permitted Uses”, 90-440A “Specific Requirements”, 90-401C “Principal Permitted Uses”, 90-405C “General Requirements”, and 90-419C “Development Standards” (Wyoming Planning Staff).

Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

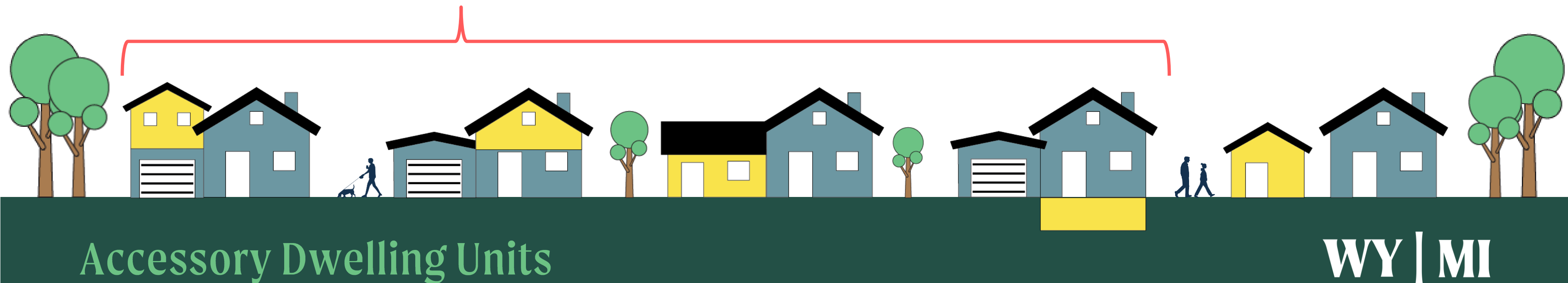


Accessory Dwelling Units

WY | MI

Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

Attached Accessory Dwelling Unit (AADU):
An accessory dwelling unit that is **contained entirely within or attached directly to the primary structure.**



Accessory Dwelling Unit (ADU): a house or apartment that shares a building lot with, and is incidental to, a larger primary dwelling unit.

Detached Accessory Dwelling Unit (DADU):
An accessory dwelling unit that has been **constructed entirely independent of the primary structure.**



Accessory Dwelling Units

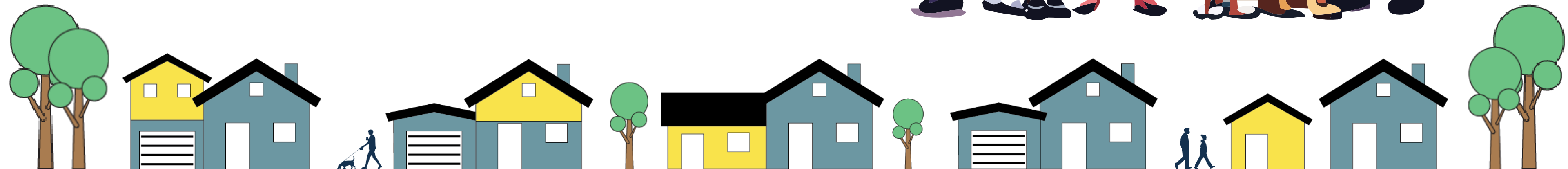
WY | MI

- The City's Master Plan recommends the use of both types of ADUs to bring a diverse set of housing types to Wyoming.
- ADUs increase housing choices and contribute to affordability, accessibility, and livability.
- With appropriate conditions, ADUs can provide additional housing, while maintaining the character of existing neighborhoods.

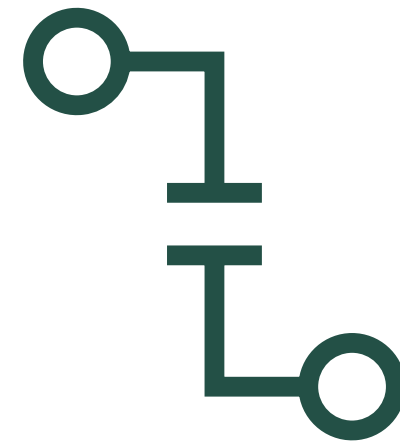


Who benefits from ADUs?

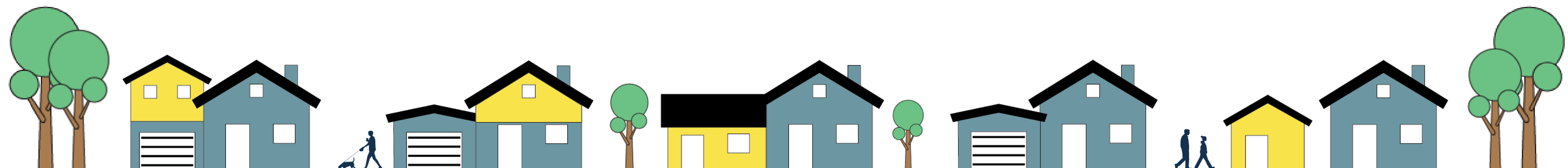
- Parents of young adult children appreciate the ability to offer affordable housing to their children as they launch into the workforce.
- Children of senior parents value the ability to assist their parents through life transitions.
- Low- and moderate-income households appreciate the income from leasing out accessory dwelling units.



(1) Technical ADU Requirements



(2) ADU Examples in Wyoming



Roadmap for ADU Discussion

WY | MI

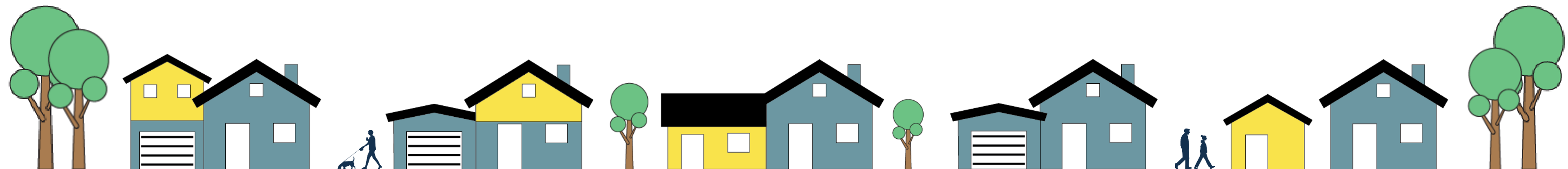
Where will ADU's be allowed?

Residential Zones: R-1, R-2, R-3, R-4, R-5, R-6, R-7, & ER

Commercial Zones: B-1, B-2, B-3, & RO-1

Industrial Zones: I-1, I-2, & I-3

Planned Unit Development Zones: PUD-1, PUD-2, PUD-3, PUD-4



Proposed Zone Districts

WY | MI

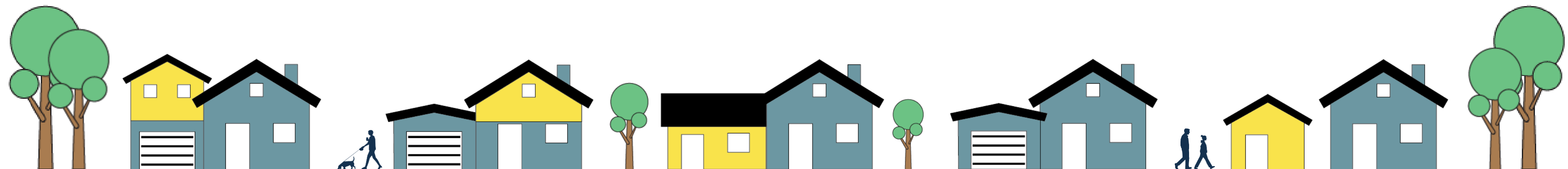
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Residential Zones: R-1, R-2, R-3, R-4, R-5, R-6, R-7, & ER

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Planned Unit Development Zones: PUD-1, PUD-2, PUD-3, PUD-4



Proposed Zone Districts

WY | MI

(1) General Requirements

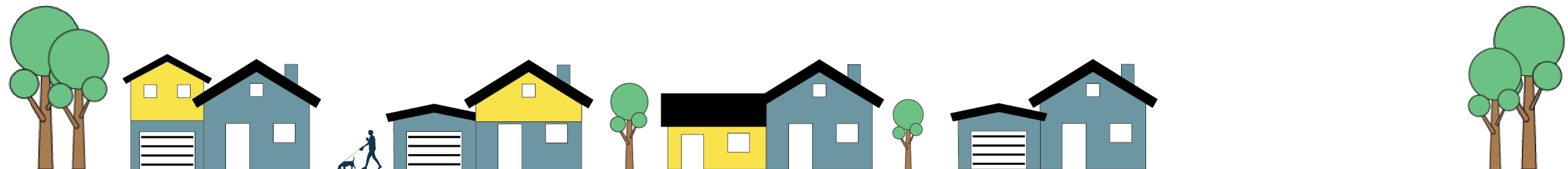
- (a) ADUs are allowed only in 1 or 2 family uses.
- (b) Any ADU that is not owner-occupied is subject to rental/housing inspections.
- (c) Short term rental of ADUs is prohibited.
- (d) No more than 1 ADU may be permitted per lot.
- (e) The minimum square footage of an ADU shall be 350 square feet, as per Sec. 90-204.

Sec. 90-204 Dwelling Unit – Efficiency Unit:

An efficiency unit is a dwelling unit consisting of one room, exclusive of bathroom, kitchen, hallway, closets, or dining alcove directly off the principal room providing not less than 350 square feet of floor area.



- (2) Attached Accessory Dwelling Unit (AADU): An accessory dwelling unit that is **contained entirely within or attached directly to the primary structure.**
- (a) The setbacks for the AADU shall be the same as the primary structure.
 - (b) The maximum square footage of the AADU shall be whichever is least:
 - (i). 90% of the habitable area of the primary dwelling unit or
 - (ii). Remaining square footage allowed by maximum lot coverage.



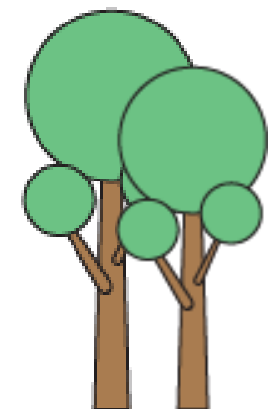
(3) Detached Accessory Dwelling Unit (DADU): An accessory dwelling unit that has been **constructed entirely independent of the primary structure**.

(c) Setbacks:

(i). If constructed as a 1-story unit of 768 square feet or less, the DADU shall be no closer than 3 feet to any side or rear property line.

(ii). If constructed as a 2-story or a unit over 768 square feet, the DADU shall be no closer than 7 feet to any side or rear property line.

(iii). The DADU must be at least 10 feet from any existing structure on the same lot.





What this would look like in my neighborhood

WY | MI



R-4 Two Family



**Total Square Feet
13,118**

R-4 Two Family

WY | MI



R-4 Two Family

WY | MI

Applicant is allowed smallest of the options below:

Maximum square footage permitted for a DADU	850 sq ft
70% of the habitable area of the primary dwelling unit	1,600 sq ft
Maximum size of a single accessory structure based on parcel size	768 sq ft
350 square feet plus the remaining accessory building square footage	705 sq ft
Remaining square footage allowed by maximum lot coverage	3,771 sq ft





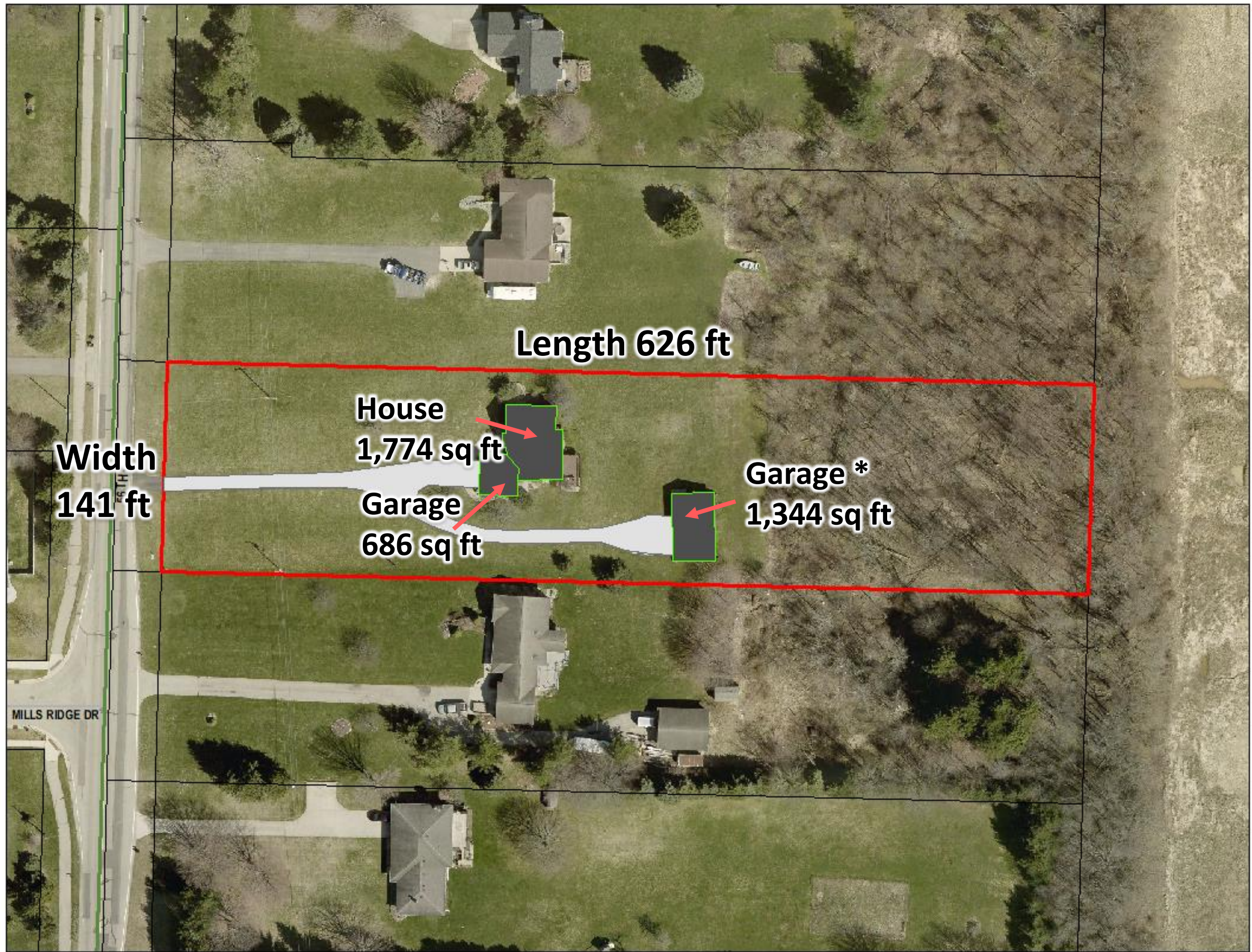
ER Single Family

WY | MI



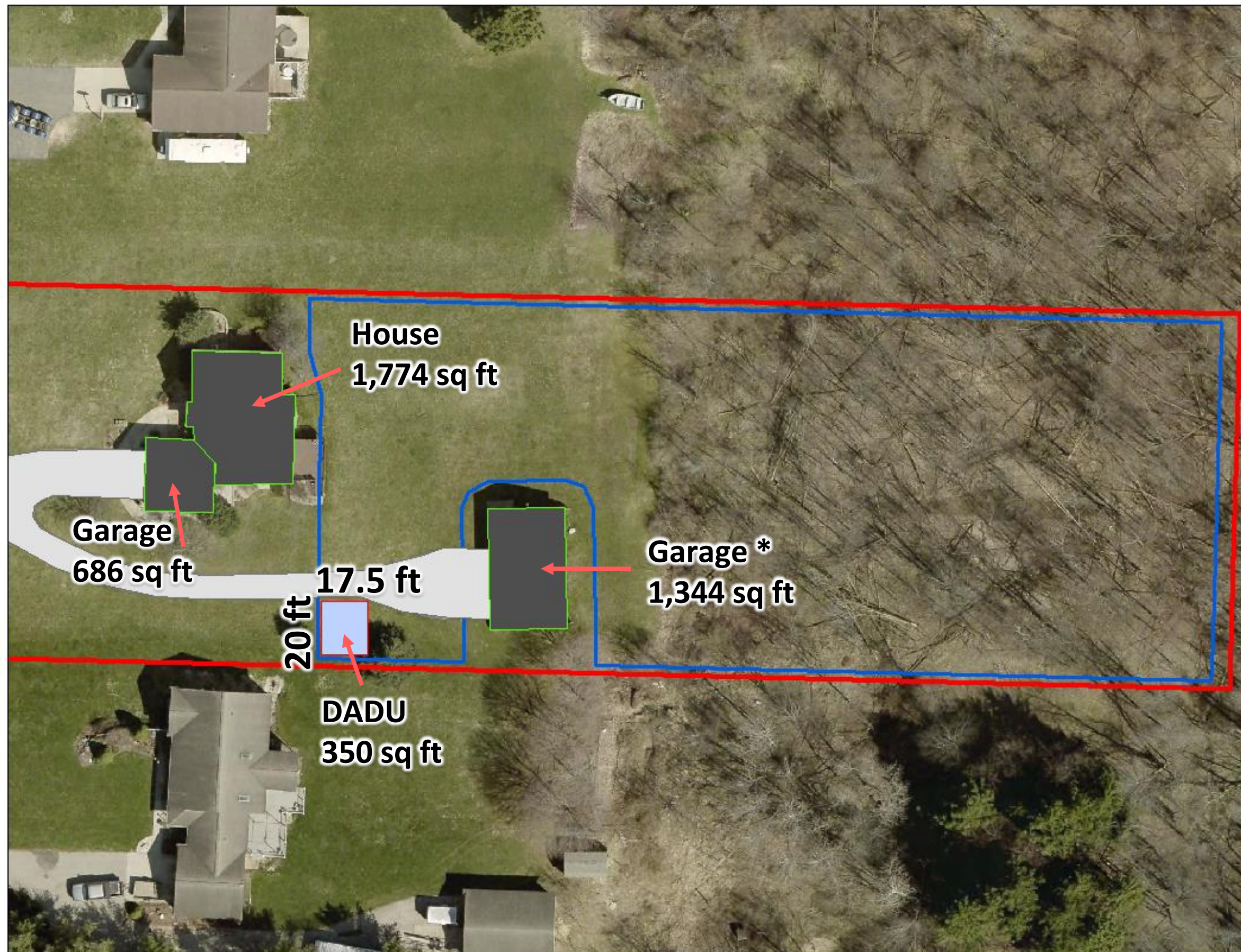
ER Single Family

WY | MI



ER Single Family

WY | MI



House
1,774 sq ft

Garage
686 sq ft

Garage *
1,344 sq ft

DADU
350 sq ft

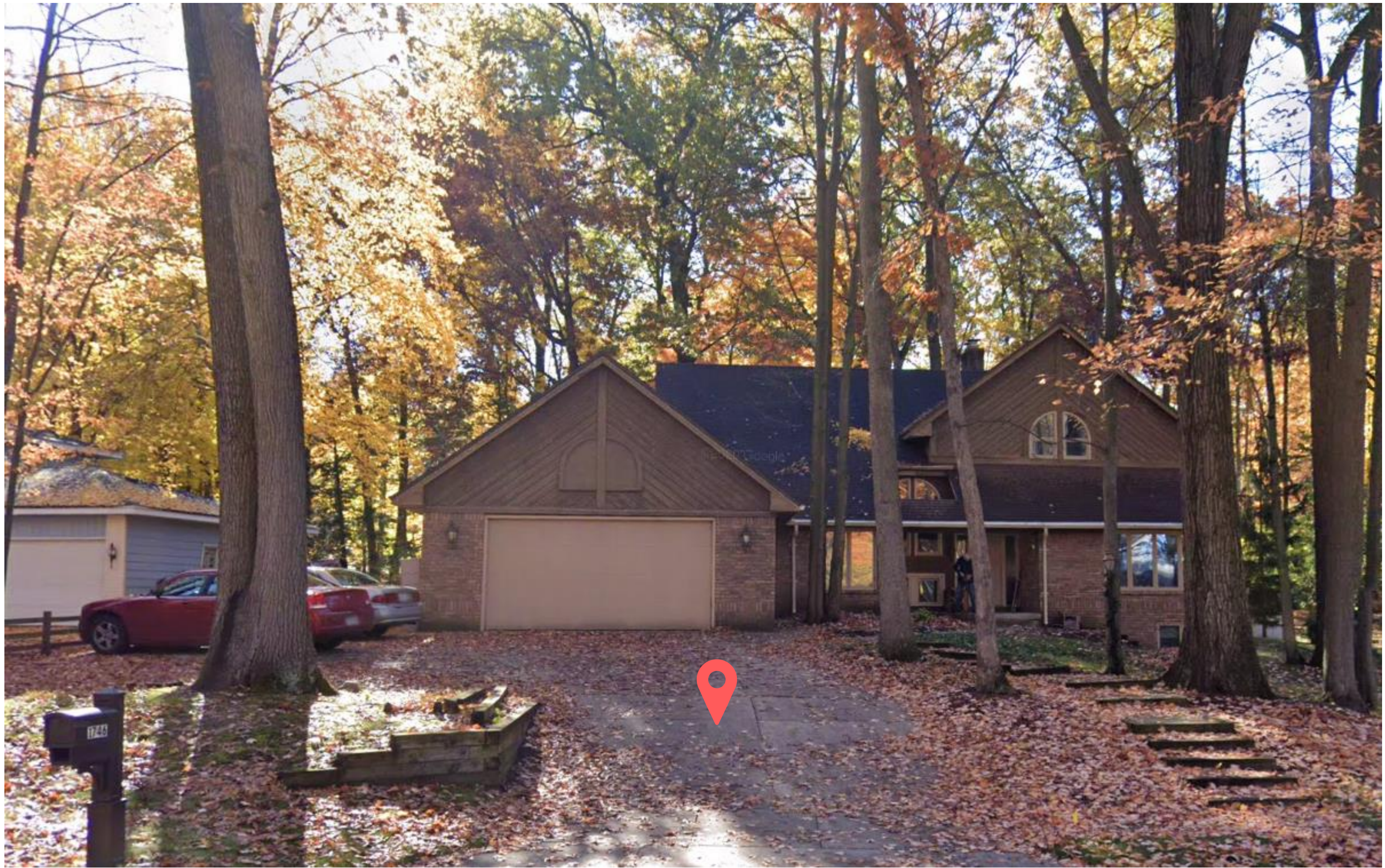
17.5 ft

20 ft

Applicant is allowed smallest of the options below:

Maximum square footage permitted for a DADU	850 sq ft
70% of the habitable area of the primary dwelling unit	1,242 sq ft
Maximum size of a single accessory structure based on parcel size	1,200 sq ft
350 square feet plus the remaining accessory building square footage	350 sq ft
Remaining square footage allowed by maximum lot coverage	27,313 sq ft





R-1 Single Family

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R-1 Single Family

WY | MI



R-1 Single Family

WY | MI

Applicant is allowed smallest of the options below:

Maximum square footage permitted for a DADU	850 sq ft
70% of the habitable area of the primary dwelling unit	1,641 sq ft
Maximum size of a single accessory structure based on parcel size	768 sq ft
350 square feet plus the remaining accessory building square footage	587 sq ft
Remaining square footage allowed by maximum lot coverage	1,484 sq ft





R-2 Substandard Single Family

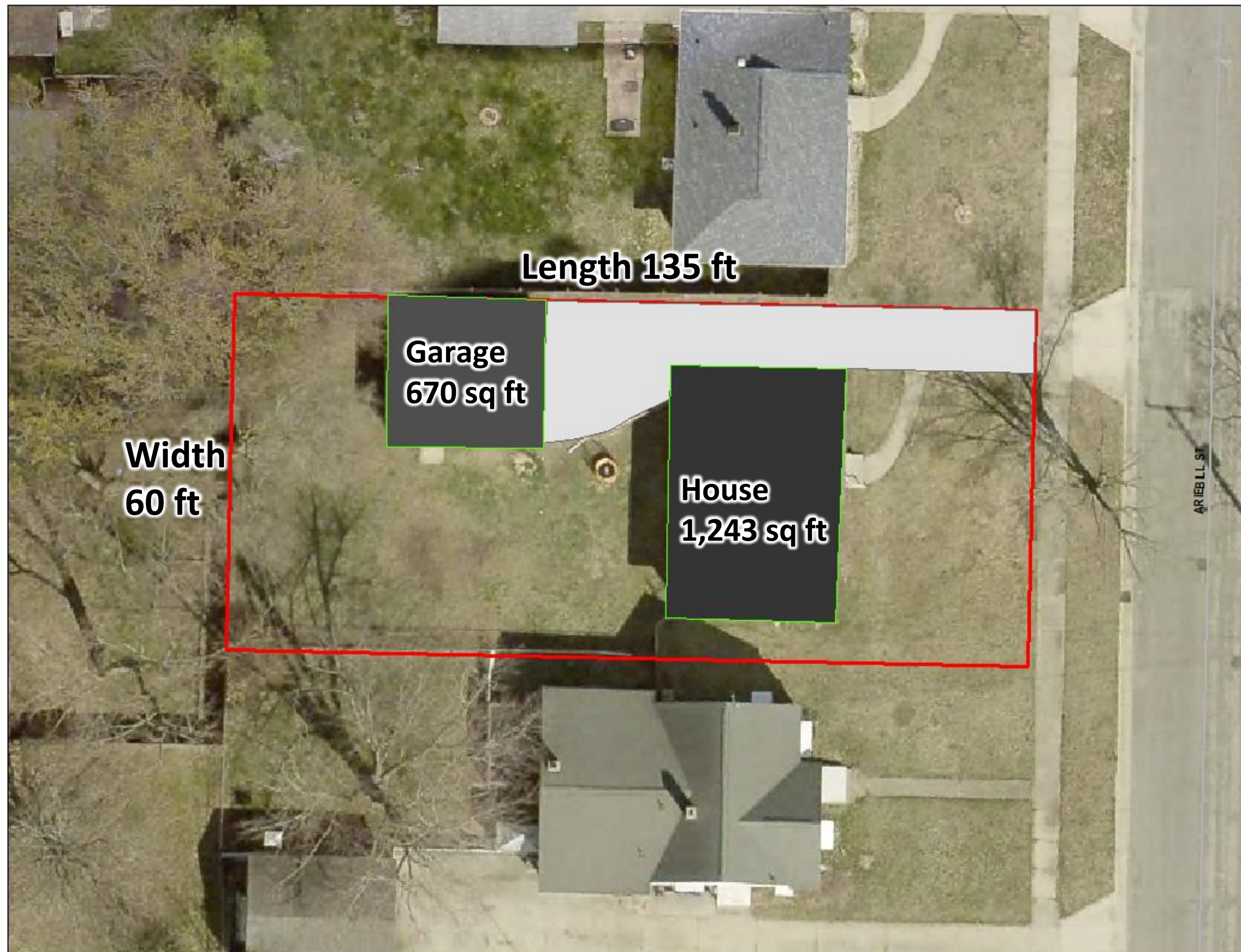
WY | MI



**Total Square Feet
8,104**

R-2 Substandard Single Family

WY | MI



R-2 Substandard Single Family

WY | MI

Applicant is allowed smallest of the options below:

Maximum square footage permitted for a DADU	850 sq ft
70% of the habitable area of the primary dwelling unit	870 sq ft
Maximum size of a single accessory structure based on parcel size	768 sq ft
350 square feet plus the remaining accessory building square footage	680 sq ft
Remaining square footage allowed by maximum lot coverage	923 sq ft





R-3 Substandard Single Family

WY | MI



R-3 Substandard Single Family

WY | MI

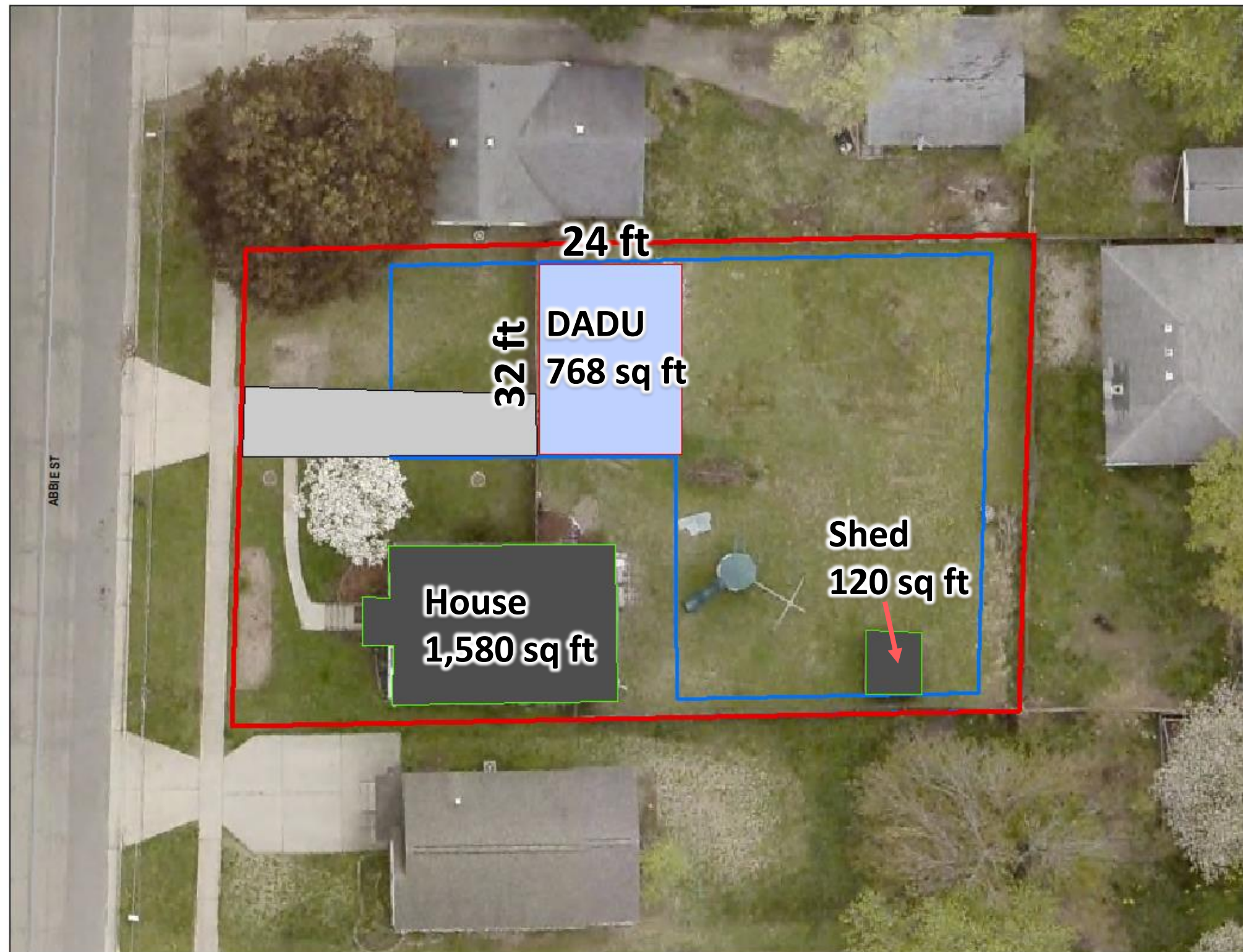


R-3 Substandard Single Family

WY | MI

Applicant is allowed smallest of the options below:

Maximum square footage permitted for a DADU	850 sq ft
70% of the habitable area of the primary dwelling unit	1,106 sq ft
Maximum size of a single accessory structure based on parcel size	768 sq ft
350 square feet plus the remaining accessory building square footage	1,230 sq ft
Remaining square footage allowed by maximum lot coverage	2,014 sq ft



May 22, 2024

Wyoming City Council

Subject: Board and Commission Appointments and Reappointments, June 2024

Dear Councilmembers:

The Mayor and I met on Thursday, May 16, to discuss board and commission appointments and reappointments. Of the 36 positions to address, 25 have terms expiring on June 30. The remaining 11 positions are currently vacant positions we wish to fill. This document and the attached spreadsheet attempt to simplify a process that involves 12 boards and numerous individuals. The information presented here continues to change and we will continue to confirm details prior to council's consideration of appointments at the June 17, 2024 meeting.

Community Development Committee – It is recommended McElveen and Krenz be reappointed. Council will be asked to waive its policy on term limits for Deb Krenz. Krenz's longevity is a benefit to the mostly newer members. It is also recommended that Chambliss, Hills, Perez and VanDuren be appointed.

Construction Board of Appeals – It is recommended Postema and Simon be reappointed. Council will be asked to waive its policy on terms limits for both members. These experienced members bring beneficial skills to this board and no applications are currently on file.

Historical Commission – It is recommended that Daniel be reappointed and Farris, Francois and Sharp be appointed to vacancies.

Housing Commission – It is recommended that Roukema be reappointed.

Officers Compensation Commission – It is recommended that Cuncannan be reappointed.

Parks and Recreation Commission – It is recommended that De La Vega and Kilgo be reappointed and Smith be appointed. Council will also be asked to confirm the appointment of Xirum who is being recommended as the representative of the Godfrey-Lee Public School District.

Planning Commission – It is recommended that Lamer, Micele and Zapata be reappointed. Council will be asked to waive its policy on term limits for Micele. Micele is the current chair of the Planning Commission and brings experience to a mostly newer board.

Retirement Board – It is recommended that Arnoys be reappointed as the council representative and Morgan be appointed as the citizen representative. Council will also be asked to confirm the appointment of Donker who was elected to serve as the public safety representative.

Tree Commission – It is recommended that Jemilo and Vanderwood be appointed.

WKTV Commission – It is recommended that De La Vega be reappointed.

Zoning Board of Appeals – It is recommended that Burrill, Tobian and Yonkers be reappointed. Council will be asked to waive its policy on term limits for Burrill. Burrill brings valuable experience to this board.

In addition to the appointments and reappointments noted, several members will complete their service and resolutions of appreciation will be presented for each of them.

This information is being provided in lieu of discussion at a June work session. Please consider the information provided and direct any questions or concerns to Mayor Vanderwood or me.

Sincerely,

A handwritten signature in cursive script that reads "Kelli A. VandenBerg". The signature is written in black ink and is positioned below the word "Sincerely,".

Kelli A. VandenBerg, City Clerk

Attachment: Board and Commission Spreadsheet

Board and Commission Expiring or Vacant Terms

Terms Expires	Member Name	Notes	Member interest?	Bd/Comm/Staff support?	Applications on File?	Recommendation/Action
Community Development Committee - 9 members, Council appoints						
6/30/2024	Kalene McElveen		Yes	Yes	Derek Anderson	Reappt McElveen and Krenz
6/30/2024	Deborah Krenz		Yes	Yes	Kathryn Chambliss	
6/30/2024	Chris Hall		No	Kathryn Chambliss	Robert DeKryger - Appt'd to CBA	Appt Chambliss, Hills and Perez and VanDuren
6/30/2024	Stephanie McIntosh		No	Tanell Hills	Tanell Hills	
6/30/2024	Aaron Thelenwood		No	Molly Perez	Fladiana Lopez	
6/30/2024	VACANT			Barb VanDuren	Dylan Janisse	Staff did not expect an additional vacancy and is reviewing applications
6/30/2025	VACANT				Matthew Jemilo Molly Perez Meagan Roche - Appt'd to HBA Barb VanDuren	
Construction Board of Appeals - 5 members, Appointed by City Manager confirmed by Council						
6/30/2024	Richard Postema			Yes	Robert DeKryger - Appt'd to CBA	Reappt Postema and Simon
6/30/2024	Joe Simon			Yes		Waiver needed for both
Historical Commission - 9 members, Appointed by Mayor confirmed by Council						
6/30/2024	Ronald Strauss		TBD	TBD	Robert DeKryger - Appt'd to CBA	Reappt Daniel
6/30/2024	Kristian Daniel		Yes	Yes	Matthew Farris	
6/30/2024	VACANT			Matthew Farris	Mary Francois	Appt Farris, Francois and Sharp
6/30/2025	VACANT			Mary Francois	Matthew Jemilo	
6/30/2026	VACANT			Alicia Sharp	Alicia Sharp	
Housing Commission - 5 members, Appointed by City Manager confirmed by Council						
6/30/2024	Marilee Roukema		Will stay until replaced	Yes		Reappt Roukema
Officers Compensation Commission - 7 members, Appointed by Mayor confirmed by Council						
6/30/2024	Karl Cuncannan		Yes	Yes		Reappt Cuncannan
Parks & Recreation Commission - 11 members, Appointed by Council						
6/30/2024	Gabriela De La Vega		Yes	Yes	Robert DeKryger - Appt'd to CBA	Reappt De La Vega and Kilgo
6/30/2024	Robert Kilgo		Yes	Yes	Tanell Hills	
6/30/2024	Adam Cowan		No	Kendra Smith	Dylan Janisse	Appt Smith
6/30/2026	VACANT	Godfrey-Lee PS		Arleen Xirum	Matthew Jemilo Jacob LaMotte Fladiana Lopez - Appt'd to TC Kendra Smith Arleen Xirum (GLPS)	Confirm appt of Xirum

Planning Commission - 9 members, Appointed by Mayor confirmed by Council

6/30/2024	Roger Lamer	Yes	Yes	Steven Balk - Appt'd to OCC	Reappt Lamer, Micele and Zapata
6/30/2024	David Micele	Yes	Yes	Kyle Brethauer - Appt'd to EDC/BRA	
6/30/2024	Audrey Zapata	Yes	Yes	Robert DeKryger - Appt'd to CBA	
				David Dishaw - Appt'd to OCC	
				Dylan Janisse	
				Robert Kilgo - Appt'd to OCC, P&R	
				Robert LaPlaca - Appt'd to ZBA	
				Meagan Roche - Appt'd to HBA, TC	
				Kimberly Tobian - Appt't to ZBA	

Retirement Board - 7 members, Appointed by Council

6/30/2024	Robert Arnoys	Council Rep	Yes	Yes		Reappt Arnoys
6/30/2024	VACANT - Citizen rep	Citizen Rep		Board supports Joel Morgan	Joel Morgan	Appt Morgan
6/30/2024	Jason Richardson	Public Safety Rep	Election	Elected by Public Safety	Marcus Donker - Public Safety Rep	Confirm appt of Donker

Tree Commission - 7 members, Appointed by City Manager confirmed by Council

6/30/2024	Nicholas Moleski	No	Matthew Jemilo	Matthew Jemilo	Appt Jemilo
6/30/2024	Elizabeth Kreager	No	Beverly Vanderwood	Beverly Vanderwood	Appt Vanderwood
6/30/2027	VACANT				

WKTU Commission - 9 members, Appointed by Council

6/30/2024	Gabriela De La Vega	Yes	Yes		Reappt De La Vega
6/30/2024	Amy Tzintzun	No			Staff is seeking new applicants

Zoning Board of Appeals - 7 members, Appointed by Council

6/30/2024	Dan Burrill	Yes	Yes	Steven Balk - Appt'd to OCC	Reappt Burrill, Tobian & Yonkers
6/30/2024	Kimberly Tobian	Yes	Yes	Kyle Brethauer - Appt'd to EDC/BRA	
6/30/2024	Geoffrey Yonkers	Yes	Yes		