

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 16, 2025, 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) Approval of Minutes

From the June 2, 2025 Regular Meeting

6) Approval of Agenda

7) Public Hearings (none)

8) 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.

9) Presentations and Proclamations (none)

a) Presentations

b) Proclamations

10) Petitions and Communications (none)

a) Petitions

b) Communications

11) Reports from City Officers (none)

a) From City Council

b) From City Manager

12) Budget Amendments

a) Budget Amendment No. 44 – To Appropriate an Additional \$14,000 of Budgetary Authority to Provide the Necessary funds for Salaries to Maintain the Court and City Hall Buildings

b) Budget Amendment No. 45 – To Appropriate an Additional \$180,000 of Budgetary Authority to Provide the Necessary funds for Increased Costs related to Power for Streetlighting

c) Budget Amendment No. 46 – To Appropriate an Additional \$115,000 of Budgetary Authority for the Blower Project and to Recognize the Associated Investment Revenue

d) Budget Amendment No. 47 – To Appropriate an Additional \$163,000 of Budgetary Authority for Water Bond Payments and to Recognize the Associated Transfer from the Water Fund

13) 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 Barbara Vanduren for her Service as a Member of the Planning Commission of the City of Wyoming
- b) To Reappoint John Shay to the EMS Consortium Partnership
- c) To Reappoint Members to the Construction Board of Appeals for the City of Wyoming
- d) To set a Public Hearing for the Transfer of Industrial Facilities Exemption Certificate from ST Plastics LLC to MS Metal Solutions Investors LLC DBA Proos Manufacturing

14) Resolutions

- a) To Approve Revisions to the Wyoming Rehabilitation Manual
- b) To Approve 2025-2026 City Manager Incentive Bonus Criteria

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

- a) To Authorize the Mayor and City Clerk to Execute a Contract with Legal Aid of Western Michigan
- b) To Authorize the Mayor and City Clerk to Execute a Contract with the Hispanic Center of Western Michigan
- c) To Authorize the Mayor and City Clerk to Execute a Contract with Home Repair Services of Kent County, Inc
- d) To Authorize the Mayor and City Clerk to Execute a Contract with the Heart of West Michigan United Way
- e) To Authorize the Mayor and City Clerk to Execute a Contract with the Fair Housing Center of West Michigan
- f) To Authorize the Mayor and City Clerk to Execute a Contract with Family Promise of West Michigan
- g) To Authorize the City Manager and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Resurfacing of Burlingame Avenue from 36th Street to 52nd Street
- h) To Accept a Proposal for Pump Repair and Motor Recondition
- i) To Concur with the Emergency Repair of a Transmission Pipeline Leak
- j) For the Purchase of Laboratory Testing Supplies
- k) To Authorize Payment to Grand Elk Railroad, Inc. For Annual Maintenance of Traffic Control Devices at Railroad Crossings in the City of Wyoming
- l) To Accept a Proposal for Water/Sewer Mitigation Services and Claim Facilitation
- m) To Accept a Proposal for Employee Assistance Program (EAP) Services
- n) To Accept a Quote for Panorama Reef Sharkee Antennas
- o) To Accept a Quote for Cradlepoint Routers
- p) To Accept a Quote for Microsoft SQL Server Licenses
- q) To Accept a Proposal for the Police Break Room Renovation Projects
- r) To Accept an Agreement with the Children's Assessment Center DBA Children's Advocacy Center of Kent County
- s) For Award of Bids
 - 1. Environmental Laboratory Analysis Services
 - 2. Fire Hydrant and Accessories
 - 3. Water and Wastewater Treatment Chemicals and Liquid Polymers

16) Ordinances

17) Informational Material (none)

18) 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.

19) Closed Session (to discuss pending litigation in Brown v Wyoming with possible action to follow)

20) 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.

CITY OF WYOMING BUDGET AMENDMENT

Date: June 16, 2025

Budget Amendment No. 044

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$14,000 of budgetary authority to provide the necessary funds for salaries to maintain the Court and City Hall buildings.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Facilities - Facilities Maintenance - Salaries				
101-265-26500-706.000	\$ 93,174.37	\$ 7,000.00	\$ -	\$ 100,174.37
District Court - Building Maintenance - Salaries				
101-286-28610-706.000	\$ 36,208.02	\$ 7,000.00	\$ -	\$ 43,208.02
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ 14,000.00</u>	

Recommended: _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: June 16, 2025

Budget Amendment No. 045

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$180,000 of budgetary authority to provide the necessary funds for increased costs related to power for streetlighting.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Public Works - Streetlighting - Public Utilities				
101-441-44800-920.000	\$ 770,000.00	\$ 180,000.00	\$ -	\$ 950,000.00
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ 180,000.00</u>	

Recommended: _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: June 16, 2025

Budget Amendment No. 046

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$115,000 of budgetary authority for the blower project and to recognize the associated investment revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Sewer Construction Fund</u>				
Interest on Investments				
571-665.000	\$ -	\$ 115,000.00	\$ -	\$ 115,000.00
Wastewater Utility - Capital Outlay - Plant Expansion Phase 2				
571-536-54400-986.444	\$ 5,410,081.00	\$ 115,000.00	\$ -	\$ 5,525,081.00
Fund Balance/Working Capital (Fund 571)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: June 16, 2025

Budget Amendment No. 047

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$163,000 of budgetary authority for water bond payments and to recognize the associated transfer from the water fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Bonds and Interest Fund</u>				
Transfer from Water Fund				
573-699.591	\$ 5,771,988.00	\$ 163,000.00	\$ -	\$ 5,934,988.00
Fund Balance/Working Capital (Fund 573)		<u>\$ 163,000.00</u>	<u>\$ -</u>	
<u>Water Fund</u>				
Water Utility - Transfers to Water Bonds and Interest Fund				
591-537-99900-995.573	\$ 8,516,347.00	\$ 163,000.00	\$ -	\$ 8,679,347.00
Fund Balance/Working Capital (Fund 591)		<u>\$ -</u>	<u>\$ 163,000.00</u>	

Recommended: _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO BARBARA VANDUREN FOR HER SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Barbara VanDuren has served faithfully and effectively as a member of the Planning Commission since 2019.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Barbara VanDuren for her dedicated service as a member of the Planning Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT JOHN SHAY TO THE EMS CONSORTIUM
PARTNERSHIP

WHEREAS:

1. The City of Wyoming is entitled to representation on the EMS Consortium Partnership.
2. The term of City Manager John Shay as a representative on the EMS Consortium Partnership expires on June 30, 2025.
3. It is the desire of the City Council that City Manager John Shay be reappointed to the EMS Consortium Partnership for a regular term ending June 30, 2029.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of City Manager John Shay as a member of the EMS Consortium Partnership for a four-year term ending June 30, 2029.

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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

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

WHEREAS:

1. The term of office for members on the Construction Board of Appeals expires on June 30, 2025.
2. It is the desire of the City Manager that members be reappointed to the Construction Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for member Sheldon DeKryger for the Construction Board of Appeals.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION OR COMMITTEE

TERM ENDING

Construction Board of Appeals

Robert DeKryger

Sheldon DeKryger

06/30/2028

06/30/2028

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FROM ST PLASTICS LLC TO
MS METAL SOLUTIONS INVESTORS LLC DBA PROOS MANUFACTURING

WHEREAS:

1. The City established Industrial Development District Number 302, established by Resolution Number 25987 on February 19, 2018.
2. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2019-119 for ST Plastics LLC for \$2,664,705.00 for real property for twelve (12) years, expiring December 30, 2031, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
3. Section 21 of P. A. 198 of 1974 provides for the transfer of Industrial Facilities Exemption Certificates with the approval of the local government unit.
4. ST Plastics LLC is no longer located in the facility at 6147 Valduga Drive SW.
5. Proos Manufacturing is requesting the transfer of the real property components of IFT No. 2019-119.
6. Staff has reviewed this request and recommends the City Council approve the transfer of IFT No. 2019-119 to Proos Manufacturing.
7. Public Act 198 requires the City to hold a public hearing on the approval of this transfer.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of July 7, 2025, at 7:01 p.m. for a public hearing on whether to approve the transfer of IFT No. 2019-119 to Proos Manufacturing.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit.

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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT: Request Letter
 Staff Memo

Resolution No. _____

Staff Report

Date: June 10, 2025

Subject: Transfer of IFT No. 2019-119 to Proos Manufacturing

From: Nicole Hofert, Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: June 16, 2025 (Public Hearing) & July 7, 2025 (Resolution to Approve)

RECOMMENDATION

Hold the public hearing and adopt the Resolution Approving transfer of 1974 PA 198 Property Tax Exemption No. 2019-119 to Proos Manufacturing.

ALIGNMENT WITH STRATEGIC PLAN

This supports the city's stewardship goals and goals related to encouraging business growth in the community.

DISCUSSION

ST Plastics will no longer be occupying 6147 Valduga DR SW and has requested a transfer of IFT No. 2019-119 to MS Metal Solutions dba Proos Manufacturing who will now be occupying the site. IFT 2019-119 expires on December 30, 2031 and was for \$2,664,705 in real property. Proos Manufacturing will be relocating from outside of Wyoming investing approximately \$2,600,000 in the facility. They will also add 36 jobs.

BUDGET IMPACT

The proposed transfer should have no impact as it was previously approved.

ATTACHMENTS

Proos Application
Resolution

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April 21, 2025

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

Dear Ms. Hofert:

Please accept this letter as MS Metal Solutions Investors DBA Proos Manufacturing's request for the transfer of a PA 198 Tax Abatement. The current entity has done business in Michigan for 1 1/2 years. However, Proos Manufacturing has been in business for over 100 years. We manufacture material handling solutions. Currently, we employ 21 employees and upon moving into the subject property will have 36 employees at our Wyoming location. Our total investment in the new facility will be approximately \$2,610,000.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Howley". The signature is fluid and cursive, with a large, stylized "S" at the beginning.

Shawn Howley
CFO
Proos Manufacturing

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7285 | wyomingmi.gov

I. General Information

1. Company Name: MS Metal Solutions Investors LLC DBA Proos Manufacturing	Date: 04/01/2025
2. Company Mailing Address: 5470 Executive Dr SE Grand Rapids, MI 49512	Telephone No: 616-454-5622
3. Company Contact Person/Title: Shawn Howley/CFO	Telephone No: 616-502-1031
Email Address: showley@proos.com	
4. How long has your business been located in the City of Wyoming? Not currently located in City of Wyoming	
5. What is your Wyoming Business License Account Number? Application has been filed	

II. Project Location

6. Address of Facility for Application: 6147 Valduga Dr SW Byron Center, MI 49315	
7. Is this a new or existing facility? Existing	
8. Is your firm considering other locations?	If so, where?
No	
9. What factors have attracted your firm to consider locating in Wyoming? We are a local company. The access to interstate and city services were key consideration.	

III. Employment

10. Are you interested in obtaining information on state training assistance for labor needs? Yes
11. How many new jobs will be created as a result of proposed expansion? 15
12. How many jobs will be retained as a result of proposed expansion? 0

13. Will you be transferring employees from another location? where? Yes	From Grand Rapids
How many will be transferred? We will be moving 21 current jobs to the facility	
14. What is the average wage of hourly employees? (Range) \$20-25	
15. What benefits are offered to hourly employees? (List) Medical, dental, vision, life, ad&d, flex spending, supplemental, & 401K	

IV. Service Requirements

16. Will this project require an increase in any of the following utilities?		
Electricity <input checked="" type="checkbox"/>	Gas _____	Sanitary Sewer _____
Storm Drainage _____		
17. Are there any nuisance qualities associated with the development of the product that may require special planning assistance from the City? If so, please explain: N/A		

V. Site Details

18. Type of Industry: Manufacturing	Existing Zoning: Industrial	Is a change required? No
19. Is the proposed investment a redevelopment in an existing vacant industrially zoned facility? No		
20. Size of existing building (sq. ft.)? 34,966		When built?
21. Please incorporate with this application a detailed site plan showing precisely the area to be incorporated in the district and all existing buildings.		
22. Describe any outstanding zoning issue(s) that your firm currently has with the City of Wyoming: N/A		
23. Describe any code violation(s) that your firm currently has with the City of Wyoming: N/A		
24. Does your firm have any pending litigation with the City of Wyoming such as a Michigan Tax Tribunal appeal? No		

VI. Financial

25. Cost of Improvements (from IFE application):

Site	\$	
Building		\$35,000
Machinery & Equipment		\$2,500,000
Furniture & Fixtures*		\$75,000
TOTAL		\$2,610,000

* Includes computers, telephone systems, et al.

VII. Customer Service

26. The City of Wyoming Economic Development Team is pleased to serve you.
Do you have any comments or suggestions regarding our customer service?

We are excited to work with your team.


Signature of Applicant

4/21/2025
Date

CFO
Title of Applicant

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit

STC Use Only	
Date Received by STC	Application Number

APPLICANT INFORMATION

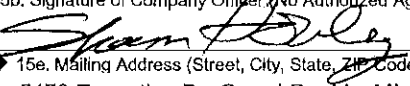
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) MS Metal Solutions Investors LLC DBA Proos Manufacturing		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 333900	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6147 Valduga Dr SW		1d. City/Township/Village (Indicate which) Byron Center	1e. County Kent
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10))		3a. School District where facility is located Byron Center 3b. School Code 41040	
<input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment		4. Amount of years requested for exemption (1-12 Years) 12 years	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. The facility will be used to produce systems for material handling customers. We will be adding additional bathroom facilities to the location. I list of the equipment to be added is attached.			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs * Round Costs to Nearest Dollar		6d. Total of Real & Personal Costs	
6a. Cost of land and building improvements (excluding cost of land) \$35,000 Real Property Costs		6b. Cost of machinery, equipment, furniture and fixtures \$2,575,000 Personal Property Costs	
6c. Total Project Costs \$2,610,000 Total of Real & Personal Costs		6d. Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
Begin Date (M/D/Y)		End Date (M/D/Y)	
Real Property Improvements 08/01/2025		09/30/2025	
Personal Property Improvements 08/01/2025		10/31/2025	
		Owned Leased	
		Owned Leased	
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No			
9. No. of existing jobs at this facility that will be retained as a result of this project. 0		10. No. of new jobs at this facility expected to create within 2 years of completion. 36	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.			
a. TV of Real Property (excluding land)			
b. TV of Personal Property (excluding Inventory)			
c. Total TV			
12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
12b. Date district was established by local government unit (contact local unit)		12c. Is this application for a speculative building (Sec. 3(8))? Yes No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Shawn Howley	13b. Telephone Number 616-454-5622	13c. Fax Number 616-454-1424	13d. E-mail Address showley@proos.com
14a. Name of Contact Person Shawn Howley	14b. Telephone Number 616-454-5622	14c. Fax Number 616-454-1424	14d. E-mail Address showley@proos.com
▶ 15a. Name of Company Officer (No Authorized Agents) Shawn Howley			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 616-454-1424	15d. Date 04/09/2025
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 5470 Executive Dr. Grand Rapids, MI 49512		15f. Telephone Number 616-454-5622	15g. E-mail Address showley@proos.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CITY OF WYOMING
Kent County, Michigan

AFFIDAVIT OF NO FEES
(_____ PROJECT)

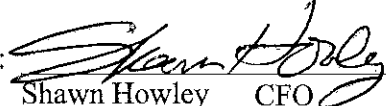
We the undersigned, do swear or affirm that no "fees", "payments in lieu of taxes", "donations", or "gifts" in excess of the fee allowed by Act 198 of 1974, as amended by Public Act 323 of 1996, have been made or promised in exchange for favorable consideration of this exemption certificate application.

CITY OF WYOMING

By: _____
Kelli A. VandenBerg, City Clerk
1155 28th St., S.W.
Wyoming, MI 49509
(616) 530-7295

Date: _____

MS Metal Solutions Investors LLC DBA Proos Manufacturing

By: 
Shawn Howley CFO
5470 Exeuctive Dr SE
Grand Rapids, MI 49512
Phone: 616-454-5622

Date: 4/21/2025

April 25, 2025

Nicole Hofert, AICP
Director | Community & Economic Development
City of Wyoming
1155 28th St. SW
Wyoming, MI 49509

Dear Nicole:

I am the owner of ST Plastics at 6147 Valduga Drive SW, Wyoming, MI. Please have this letter serve as my request to transfer the PA 198 for ST Plastics to MS Metal Solutions Investors, LLC dba Proos Manufacturing.

Thank you.

Sincerely,



Huong Tran

RESOLUTION NO. _____

RESOLUTION TO APPROVE REVISIONS TO THE WYOMING REHABILITATION
MANUAL

WHEREAS:

1. The Wyoming Rehabilitation Manual outlines the policies and procedures for the City's Housing Rehabilitation Program, which is in need of revisions related to specific policy items.
2. The proposed revisions were reviewed and recommended by the Wyoming Community Development Committee and presented to City Council at the May 12 Work Session.
3. The Wyoming Community Development Committee has recommended that the City Council approve these proposed revisions to the Wyoming Rehabilitation Manual.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby adopt the attached revised Wyoming Rehabilitation Manual, with the proposed Manual changes effective on July 1, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Wyoming Rehabilitation Manual

Staff Report

Date: June 11, 2025

Subject: Community Development Block Grant Rehabilitation Manual Revisions

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 16, 2025

RECOMMENDATION

It is recommended the City Council approve resolution entitled "Resolution To Approve Revisions to the Wyoming Rehabilitation Manual."

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

The City of Wyoming's Community Development program includes a rehabilitation activity that provides loans to low- and moderate-income homeowners to make necessary repairs to their homes. These loans may be deferred loans (i.e. 0% interest and no monthly payments required) or 3% loans (i.e. 3% interest and monthly payments required) depending on household size and income. All loans are limited to \$40,000 and each property may receive only one loan in a 20-year period.

The demand for this program is high and the waitlist typically exceeds two years. In addition, lead testing and remediation requirements can significantly increase the cost of necessary repairs. With these limitations in mind, staff recommends modifying the program as follows:

- Home Protection Program: Offers loans of up to \$30,000 as 20-year mortgages at 0% interest with required monthly payments. To qualify, households must have a household income of 50% of the area median income or less. Eligible activities include roof, windows, insulation, doors, and caulk (or other weatherization products). A lead report is required prior to application and required lead remediation must be below the de minimis threshold. Each property is limited to one loan (i.e. rehabilitation loan under the pre-2025 program, Home Protection Program loan, or Home Loan Program loan) within 20 years.

- Home Loan Program: Offers loans of up to \$30,000 as 20-year mortgages at 0% interest with required monthly payments. To qualify, households must have a household income of 50% of the area median income or less. Eligible activities include health and safety items and may include mechanical or accessibility items. A lead report is required prior to application. Each property is limited to one loan (i.e. rehabilitation loan under the pre-2025 program, Home Protection Program loan, or Home Loan Program loan) within 20 years.
- Minor Home Assistance Program: Offers grants of up to \$2,500 with a 10% co-pay that may be paid in installments. To qualify, households must have a household income of 50% of the area median income or less and be either elderly or severely disabled as defined by the U.S. Department of Housing and Urban Development. Eligible items are limited to the repairs that are not eligible for assistance from other area non-profits (e.g. Home Repair Services) and staff expects these items will typically be exterior repairs to homes. Paint disturbance must be below the de minimis threshold. Homeowners who receive these grants may apply for additional grants in the future and are not precluded from participating in the loan programs.

Additionally, staff recommends instituting underwriting guidelines, which are intended to protect the City's investment in these homes and also protect the borrowers' financial health. The recommended underwriting guidelines acknowledge that these programs are intended to serve households that would not qualify for traditional financing. The proposed guidelines are intended to prevent loans on properties that are likely to enter into foreclosure and loans that would place undue financial burdens on households.

These revisions will allow staff to more efficiently allocate these funds to help more families in need of home repairs and ensure the health of the program in the future.

BUDGET IMPACT

There is no budget impact to these revisions. Funds for rehabilitation activities are allocated during the Annual Action Plan process each year. These revisions are expected to increase the efficiency of the distribution of these rehabilitation funds.

ATTACHMENTS

Resolution To Approve Revisions to the Wyoming Rehabilitation Manual
Redlined Wyoming Rehabilitation Manual

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SECTION I

INTRODUCTION

A. DESCRIPTION OF THE COMMUNITY AND ECONOMIC DEVELOPMENT REHABILITATION PROGRAM:

1. Administration:

Since 1975, the Department of Housing and Urban Development has annually made available grants to communities for various community improvements under HUD's Community Development Block Grant Program (CDBG). HUD has set parameters for use of the grant monies, but the individual communities may design their own programs and activities within the federal parameters. In Wyoming the CDBG Program has been guided by the Five Year Consolidated Strategic Plan for the City of Wyoming, that sets general guidelines relative to where to spend the monies and for what purposes. The annual City HUD application refines and details the Plan guide. It is called the Wyoming Consolidated Housing and Community Development Plan (CHCDP) Annual Action Plan.

The Wyoming City Council adopts the CHCDP and approves the annual CHCDP application. However, to provide additional citizen input, the Council has appointed a citizens advisory committee known as the Community Development Committee to make recommendations ~~to it~~ covering the overall CDBG Program and the five-year Consolidated Plan.

While not involved with recommendations for the ~~five-year~~ Consolidated Plan or Annual ~~CDBG application, Action Plan, the Rehabilitation~~ another Committee has responsibilities in the approval of site-specific activities, based on the Con Plan and AAP application. The Committee consists ~~This is the Rehabilitation Committee, consisting of three staff members from the Community Services area, and Economic Development Department.~~

The Community and Economic Development Department handles the day-to-day administration of the CDBG Program and serves as staff advisor to the Council, Community Development Committee and Rehabilitation Committee. ~~The Community Development Department~~ CED has such functions as preparing the CHCDP and annual CHCDP application, implementing CDBG projects and satisfying the HUD administrative requirements. ~~Five other City departments have continuous input into the CDBG Program. The Planning Department assists in the identification of blighted areas, land use planning, and housing needs; the Building Inspections Department provides expertise in specialized building rehabilitation; the Engineering Department supervises major construction projects; the Accounting Department does the financial bookkeeping; and the Treasurer's Office acts as the collection agent for loan payments. Other City departments provide periodic assistance as needed.~~

For a more detailed description of the key Committees and C.D. staff involved in the CDBG Program, refer to Section VII.

2. Objectives:

Beginning in 1974 and periodically thereafter, studies of the City have been conducted by the ~~Planning~~/Community and Economic Development Department staff to determine City and citizen needs within the framework of HUD-guidelines. These studies have located pockets of low- and moderate-income families and neighborhood development needs, including physical deterioration in housing and various City services. Based on the studies, the following CDBG Program objectives were developed and approved by the City Council:

- a. Elimination and prevention of slums and blight.
- b. Improvement of the health, safety and welfare of the City's low- and moderate-income residents.
- c. Conservation and preservation of housing.
- d. Improvement of neighborhood economic and social conditions.

The CHCDP and annual CHCDP applications and subsequent projects reflect these objectives.

B. USE OF THE REHABILITATION MANUAL:

This manual describes those adopted City policies, programs and administrative processes related to the structural rehabilitation portion of the overall CDBG Program. Program elements not included in the Manual include new construction and equipment projects, social programs, and other non-rehabilitation activities. An outline of the Manual follows:

Sections I-II: Introductory Materials
III-VI: Programs
VII-VIII: General Administration
IX-XII: Program Administration
Appendix A: Classification of Eligible Work Items

Refer to the TABLE OF CONTENTS for the location of each of the sections.

C. EFFECTIVE DATE:

This manual supersedes all prior City of Wyoming Rehabilitation Manuals and is effective as of the date of Wyoming City Council adoption as noted on the title page.

SECTION II

DEFINITIONS

The definitions listed here are included to provide full understanding of the guidelines set forth in this Manual. Whenever possible, the definitions of terms are those set forth in the Municipal Codes and Ordinances of City of Wyoming, Michigan. None of the terms listed here are intended to nullify the provisions of any local code or ordinance.

Applicant: A family, person or owner who is applying for rehabilitation assistance.

Assessed Value: The value of a piece of property for tax purposes, as determined by the Wyoming City Assessor. Assumed to be one-half of market value.

Code Violations: Those conditions that are not in conformance with applicable Federal, State, County and City health, housing, building, fire prevention, housing maintenance, zoning codes and other public standards.

Contract: A written, signed agreement to perform housing improvement or demolition work.

Contractors: Any general contractor, sub-contractor, worker or supplier who does rehabilitation work for applicants under this program.

Community Development Office: A department of the City of Wyoming's Community and Economic Development Department ~~Services area~~ that is responsible for administering the Community Development Program.

~~Deferred Loan/Grant: An award of Community Development funds to an eligible applicant to be used for home repairs. The required amount of repayment of the funds, if any, is based upon the number of years that the mortgage is in effect.~~

~~General Improvement Items: Those rehabilitation improvement work items which increase the general value of a residence, such as carpeting, cabinets, interior painting or wall coverings, air conditioning, refrigerator, stove or oven, but are not code violations.~~

Gross Household Family Income: All income according to the HUD definition of "Annual Income", except that past and future overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services shall not be considered if deemed to be nonrecurring by the Rehabilitation Committee.

Health and Safety Items: Any repair that may not necessarily be a code violation but impacts the health or safety of the homeowner. Examples include inadequate bathroom or kitchen fixtures, older windows, missing insulation, or other similar repairs or accessibility modifications.

Housing Improvement Area: A portion of the City, designated by the Community Development Committee and the City Council, in which funds may be expended for Community Development Program activities.

H.U.D.: An office of the federal government known as the Department of Housing and Urban Development.

Inspector: A city employee whose responsibility is to enforce Michigan construction and property maintenance codes.

Incipient Code Violations: Those conditions, in the judgment of the Code Enforcement Inspector, Building Inspector, or Building Rehabilitation Specialist that are likely to deteriorate into actual code violations in the near future.

Liquid Assets: All assets of an applicant, which shall include, but are not limited to, cash, checking and savings accounts, stocks, bonds, mutual funds, ~~IRAs~~, and real estate other than the principal residence. 401k or similar retirement accounts are not considered liquid assets.

Loan: An award of Community Development funds to an eligible applicant to rehabilitate property, which must be repaid in installment payments to the City.

Mortgage: A security document, in favor of the City, placed against the property of the borrower ~~a loan or deferred loan/grant recipient~~, which states the repayment terms of the rehabilitation loan. ~~or deferred loan/grant.~~

Owner (Legally Authorized Agent): ~~Persons or families~~ Individuals who are the fee simple owners ~~or contract for deed purchasers~~ of eligible properties.

Rehabilitation: A repair or renewal treatment used to restore or revitalize deteriorating properties.

Severe Code Violations: Those code violations that directly and immediately endanger the public health, safety and welfare.

Target Area: Same as Housing Improvement Area.

SECTION III

HOMEOWNER HOUSING REHABILITATION LOAN PROGRAMS

A. PURPOSE:

As a means of maintaining and improving the structural condition of neighborhoods, and to provide housing assistance to low- and moderate-income homeowners, ~~deferred loan/grants and home improvement~~ loans ~~are~~ may be available to ~~low- and moderate-income~~ low- and moderate-income homeowners in the City Community Development Target Areas for housing rehabilitation. ~~Policies and rules pertaining to the Homeowner Housing Rehabilitation Program follow.~~ The City offers both the Home Protection Program and the Home Loan Program. Applicants may be approved for one or the other, but not both programs.

B. ~~ELIGIBILITY REQUIRE~~ ELIGIBILITY AND UNDERWRITING GUIDELINES

1. Property:

- a. Type/Location: The property shall be a single-family residence located anywhere in the city.
- b. Zoning: The property must be residentially zoned, according to the Wyoming Zoning Ordinance.
- c. Loan Limit: Only one ~~deferred loan or~~ loan may be given per property in any 20-year period.
- d. Environmental Review: The property must meet HUD environmental site review requirements.
- e. Lead Hazards: A KCLEAR (or equivalent) lead report documenting the property is free from lead is required. If lead hazards are present, the property is ineligible for the Home Protection Program. The property may be eligible for the Home Loan Program if lead abatement is included in the home repair specs and completed as a part of the rehab loan process.
- f. Evidence of Insurance: Evidence of Insurance: the subject property is to be insured for either 100% of all outstanding mortgage balances, or 100% replacement cost. If the policy declarations page does not indicate guaranteed replacement cost, a Replacement Cost Estimator (RCE) is acceptable if it is prepared by the borrower's current insurance agent. The City of Wyoming must be named as an additional insured on the policy.
- g. Loan-to-Value: The Combined Loan-to-Value (CLTV) for all outstanding mortgages on the subject property, including the new City loan, is not to exceed 100% of the current property value. If the applicant has an open end HELOC, the CLTV is based upon the full amount of the HELOC, even if the

funds have not been drawn. The value is determined by doubling the current Assessed Value calculated by the City's Assessor's Office.

2. Applicant:

- a. Ownership: The applicant must be an fee simple owner-occupant of the subject property. Leaseholds and land contracts are ineligible. ~~or purchaser-occupant of the residence.~~ A title search will be obtained for the property documenting current ownership.

———b. Loan Limit: The applicant may receive no more than one ~~deferred loan or~~ loan in any 20-year period. If 20 years have passed since the origination of the first loan, a new loan may be considered. If there is a remaining balance on the previous loan, that balance must be deducted from the \$30,000 maximum loan amount.

- c. ~~Income: For deferred loans/grants the gross family income of applicants shall not exceed 50% of the most current applicable median gross family income of the Grand Rapids Standard Metropolitan Statistical Area (SMSA). For loans, the gross family income limit shall be 80% of the SMSA figure. These figures shall be calculated based on SMSA family income data provided by the Economic Market and Analysis Division of HUD. Income calculations shall be based on averaging the total previous tax year's income with the current projected year's income, based on a normal week's salary. However, if the current projected year's income exceeds the program's income standards, the applicant is ineligible for funds.~~ Income: For Community Development loans the gross household income of applicants shall not exceed 50% of the most current applicable median gross family income for the Grand Rapids Standard Metropolitan Statistical Area (SMSA). Income calculations shall be based on a projection of income for the next 12 months. Income verification is required. Acceptable income verification documents include: the most recent IRS 1040 Income Tax Return and W2s; a WVOE or current paystubs covering the last 90 days; SSA or pension award letters; and any other documents the City deems necessary to verify current income. Self-employed applicants must also provide a Schedule C, 1120, 1120-S, or 1065-income tax return and any K-1s for the previous 3 years.

~~Ability to Repay: The applicant must verify to the City the ability to repay a loan; this requirement is waived for deferred loan/grants. For loans, the following documents shall be submitted:~~

~~–IRS Personal Income Tax Report for previous year.~~

~~–Current Income Verification form from employer(s), three most current payroll stubs and/or other verification of non-wages income.~~

~~–Personal Credit Report (Ordered and reviewed by the Community Development Department).~~

~~-Title Report (Ordered and reviewed by the Community Development Department) verifying proof of home ownership and clear title.~~

~~-Personal Financial Statement/Monthly Budget (The ability to pay index on the PFS must be greater than \$100 a month per household member to qualify for approval of the loan.)~~d. Ability to Repay: Loan applicants must demonstrate the ability to repay a loan. Total housing costs (PITIA) for all outstanding mortgages may not exceed 30% of gross monthly income. In addition, the borrower must meet residual income requirements. Residual income limits will be calculated using the most recent VA Residual Income Chart for the Midwest.

~~Assets: For deferred loan/grant applicants, liquid assets cannot exceed \$15,000. For loan applicants, there are no asset limits.~~

e. Assets: The loan applicant must provide the most recent 2 months bank statements for all bank and credit union accounts. Applicants with more than \$25,000 in liquid assets are ineligible for a Community Development loan. Liquid assets are defined as checking, savings, CDs, stocks, or bond accounts. Assets in an IRA, 401k, or similar retirement account are not considered liquid assets for qualifying purposes. Loan applicants who own any real estate other than their primary residence are ineligible for any type of residential Community Development loan or grant.

f. Credit: An in-file credit report from TransUnion is required for all loan applicants and will be pulled by the City. There is no minimum credit score requirement. However, the following credit restrictions will apply:

- No foreclosure, pre-foreclosure/short sale, or deed-in-lieu of foreclosure within 3 years of the application date. The date of the title transfer is to be used as the start date.

- No bankruptcies within 2 years of the application date. The discharge date is to be used as the start date. If a chapter 13 was dismissed, a 3-year waiting period from the dismissal date will apply.

- No unpaid judgments are allowed.

- Mortgage history must be no more than 2 x 30 within the past 12 months and no more than 4 x 30 in the past 24 months. Rolling 30's are acceptable, but no 60-, 90-, or 120-day delinquencies are allowed in the past 2 years.

- Child support or other court ordered maintenance cannot be delinquent. A divorce decree, or other legal order must be provided, along with proof of 12 months' on-time payments.

- Nonmedical collection accounts with a cumulative balance of more than \$2,000 must be explained by the borrower. Unpaid collections are

reviewed on a case-by-case basis. The Rehab Committee may deem the loan ineligible due to excessive unpaid collections.

- Unpaid charge-offs do not need to be paid for qualification purposes. However, all charge-offs are to be explained by the loan applicant. The Rehab Committee may deem the loan ineligible due to excessive unpaid charge-offs.

-No delinquent Federal, State, or municipal debt is allowed. Applicants with unpaid income or property taxes are ineligible. A SAM report will be required to document the applicant does not have any active exclusions or delinquent Federal debt.

C. FUNDING LIMITATIONS:

1. Maximum: The actual amount of all eligible work item costs and closing costs shall be the amount of funding to a limit of \$30,000.~~23,000.~~
2. Contingency: Up to an additional 10 percent of the funding amount of the initial contract may be authorized by the City and the applicant to cover unforeseen expenditures during construction. The amount may be used to cover legitimate repair costs associated with the original bid items or work specified in the contract. If the added repair costs exceed the 10% amount, the owner may escrow the additional monies or the Rehabilitation Committee may approve the added costs, provided that the total costs remain within the maximum funding limits.
3. Overages: Any work completed, not previously authorized by the City, ~~that exceeds the maximum funding limitations~~ shall be at the discretion and obligation of the owner and contractor. The property owner and contractor are required to discuss the additional work with the Rehab Specialist prior to beginning the unauthorized repairs.
4. Existing Debt: Funds shall not be available to refinance existing debt on the property.
5. Change Orders: Change orders may be made to substitute for contract items in order to comply with the maximum loan limit ~~limits set forth in III(C)(1) and III(C)(2),~~ with the written approval of the appropriate Community Development staff member, owner(s) and contractor.

D. MORTGAGE REQUIREMENTS:

1. Mortgage Recording: The city must record a mortgage in the name of the City against any property for which a ~~deferred loan/grant or~~ loan has been approved. In cases where an applicant will not agree to a mortgage, the Rehabilitation Committee must disapprove the application. ~~For a property under land contract, the contract seller must also sign the mortgage, except that this condition may be waived in instances where the land contract seller refuses to sign a mortgage and the applicant signs an assignment of land contract as security.~~

2. Transfer of Title: If the title of the property is transferred by the recipient to any party, other than his or her spouse, then the outstanding balance of the mortgage shall become due and payable on the closing date of the title transfer.
3. Pre-Payment: There shall be no penalty for total prepayment of loans.
4. Term: ~~The term for a deferred loan/grant shall continue indefinitely until the outstanding loan amount is repaid. The applicant may choose to repay the loan or portions thereof at any time. The repayment shall be due upon transfer of title under the conditions of III(D)(2). That portion of the deferred loan/grant to be repaid (with the remainder deemed a grant) shall be according to the following schedule:~~

Length of Time from the Mortgage Date	Repayment Rate
0-1 Year	100%
1-2 Years	90%
2-3 Years	80%
3-4 Years	70%
4-5 Years	60%
5 or More Years	50%

a loan is 20 ~~15~~ years, except that the Rehabilitation Committee may require a shorter term. The minimum monthly loan payment is \$25.00

5. Interest Rate: No interest shall be charged for residential Community Development loans. ~~deferred loan/grants. The annual interest rate for loans shall be three percent (3%).~~

E. ELIGIBLE IMPROVEMENTS:

(See Appendix A. "Classification of Eligible Work Items" for a detailed description ~~of Code Violations versus General Improvement Items.~~ of eligible items.)

1. Home Protection Program:
 - a. Roof, windows, insulation, exterior doors, including storm doors.
2. Home Loan Program:
 - a. Code Violations: All code violations shall be repaired within the maximum limitations. ~~In the event that~~ If costs for these corrections exceed the limits, deletions may be made on certain repairs at the discretion of the Rehabilitation Committee. The committee may require the applicant to escrow additional monies to cover those items, which exceed the limitations prior to the approval of assistance. Garage repairs are also eligible.
 - b. Incipient Code Violations: The application may include incipient code violation repairs.

- c. Self-Help: ~~Deferred loan/grants or loans~~ Loans shall not be used to finance work performed by the recipient or any ~~unlicensed~~ unqualified contractor. All work shall be on a contractual basis between the loan recipient and a contractor that has been pre-approved to bid on the City of Wyoming's CDBG rehab jobs.

F. ~~DEFERRED LOAN/GRANT OR~~ LOAN APPROVAL AUTHORITY:

Sole approval ~~of a deferred loan/grant or~~ of all Community Development loans shall rest with the City, through the Rehabilitation Committee. A majority vote of the Rehabilitation Committee is required for the final approval of any ~~deferred loan/grant or~~ loan.

SECTION IV

COMMERCIAL REHABILITATION PROGRAM

A. PURPOSE:

A deteriorating neighborhood commercial sector is a blighting influence on the nearby residential neighborhood. Inadequate business parking or cramped space also inconveniences or underserves the residents. In order to maintain a strong neighborhood commercial sector and safeguard the adjoining neighborhood, loans ~~may be~~ are available to property owners of businesses for property improvement. Policies and rules pertaining to the Commercial Rehabilitation Program follow.

B. ~~LOAN ELIGIBILITY REQUIREMENTS:~~ ELIGIBILITY AND UNDERWRITING GUIDELINES

1. Property:

- a. Location: The business shall be located in a qualified target area designated as part of the Wyoming Community Development Block Grant Program. Commercial loans may only be available in years when the Community Development Committee and City Council have approved funding commercial loan activities as a part of the current Annual Action Plan. The loan activity must meet a HUD defined National Objective and corresponding activity matrix code.
- b. Zoning: The property must be eligible for use as commercial activities, according to the Wyoming Zoning Ordinance.
- c. Type of Structure: The structure must be at least 50 percent commercial in structural design.
- d. Limit: Only one loan may be given per structure per 20-year period.
- e. Environmental Review: The property must meet HUD environmental site review requirements.
- f. Evidence of Insurance: The subject property is to be insured for either 100% of all outstanding mortgage loan balances, or 100% replacement cost. If the policy declarations page does not indicate guaranteed replacement cost, a Replacement Cost Estimator (RCE) is acceptable if it is prepared by the borrower's current insurance agent. The City of Wyoming must be named as an additional insured on the policy.
- g. Loan-to-Value: The Combined Loan-to-Value (CLTV) for all outstanding mortgages or other SBA or commercial loans on the subject property, including the new City loan, is not to exceed 100% of the current property value. If the applicant has an open end business line of credit secured by the property, the CLTV is based upon the full amount of the line of credit, even if

the funds have not been drawn. The value is determined by doubling the current Assessed Value calculated by the City's Assessor's Office.

2. Applicant:

- a. Ownership/Unit Eligibility: The applicant must be the fee simple owner/purchaser of the structure or unit. A title search will be obtained for the property.

b. Income: Income verification is required. Acceptable income verification documents include: the most recent IRS 1040 Income Tax Return and W2s; a WVOE or current paystubs covering the last 90 days; SSA or pension award letters; and any other documents the City deems necessary to verify current income. Self-employed applicants must also provide a Schedule C, 1120, 1120-S, or 1065-income tax return and any K-1s for the previous 3 years, as well as a year-to-date audited profit and loss statement. In lieu of an audited P & L, the applicant may provide an unaudited profit and loss statement along with business bank statements to corroborate the income indicated on the P & L. Businesses that show a current loss or declining profits over the previous 2 years are ineligible.

- ~~c) Ability to Repay: The applicant must verify to the City the ability to repay the rehabilitation loan. The following documents shall be submitted:~~

~~_____ - Personal Credit Report (Ordered and reviewed by the Wyoming Community Development Department).~~

~~_____ - Title Report (Ordered and reviewed by the Community Development Department) verifying proof of home ownership and clear title.~~

~~_____ - Personal Financial Statement/Monthly Budget (The ability to pay index on the PFS~~

~~_____ must be great than \$100 per month to qualify for approval of the loan).~~

~~_____ - Profit and loss statement (for loans over \$10,000).~~

~~_____ - Personal Income Tax forms (for loans over \$10,000).~~

- c. Ability to Repay: Loan applicants must demonstrate the ability to repay a loan. The borrower's total DTI may not exceed 43% of verified gross income. Business debt that is documented solely in the business name, or as being paid by the business on the business income tax returns, may be excluded from the DTI calculation. Any business debts appearing on the borrower's personal credit report and not documented as paid on business income tax returns must be included in the borrower's DTI calculation. In addition, the borrower must meet residual income requirements. Residual income limits will be calculated using the most recent VA Residual Income Chart for the Midwest.

- d. Credit: An in-file credit report from TransUnion is required for all loan applicants and will be pulled by the City. The minimum credit score requirement is 640. The following credit restrictions also apply:
- No foreclosure, pre-foreclosure/short sale, or deed-in-lieu of foreclosure within 3 years of the application date. The date of the title transfer is to be used as the start date.
 - No bankruptcies within 2 years of the application date. The discharge date is to be used as the start date. If a chapter 13 was dismissed, a 3-year waiting period from the dismissal date will apply.
 - No unpaid judgments are allowed.
 - All mortgage histories must be no more than 1 x 30 within the past 12 months and no more than 2 x 30 in the past 24 months. Rolling 30's are not acceptable. No 60, 90, or 120 day delinquencies are allowed in the past 2 years.
 - Child support or other court ordered maintenance cannot be delinquent. A divorce decree, or other legal order must be provided, along with proof of 12 months' on-time payments.
 - Nonmedical collection accounts with a cumulative balance of more than \$1,000 must be explained by the borrower. Unpaid collections are reviewed on a case-by-case basis. The Rehab Committee may deem the loan ineligible due to excessive unpaid collections.
 - Unpaid charge-offs must be explained and may need to be paid for qualification purposes. The Rehab Committee will determine if the unpaid charge-offs must to be paid, or may deem the loan ineligible due to excessive unpaid charge-offs.
 - No delinquent Federal, State, or municipal debt is allowed. Applicants with unpaid income or property taxes are ineligible. A SAM report will be required to document the applicant does not have any active exclusions or delinquent Federal debt. This includes delinquent business debt. The business must also document an Active Registration with SAM.gov.

C. FUNDING LIMITATIONS:

1. Maximum: The applicant shall be eligible for a loan up to \$10,000 with no matching private funds required. For project costs exceeding \$10,000, a dollar-for-dollar applicant match is required of that amount over \$10,000. No Community Development commercial loan shall exceed \$25,000. ~~Also, no loan may be given if the debt on the property exceeds two times the current City assessed value of the property, except that other types of loan guarantees may be provided, as per Section IV(D).~~

2. Contingency: Up to an additional 10 percent of the funding amount of the initial contract may be authorized by the City and the applicant to cover unforeseen expenditures during construction. The amount may be used to cover legitimate repair costs associated with original bid items or work specified in the contract. If the added repair costs exceed the 10% amount, the owner must escrow the additional ~~monies~~ funds, or the Rehabilitation Committee may approve the added costs provided that the total costs remain within the maximum funding limits.
3. Overages: Any work completed, not previously authorized by the City, ~~that exceeds the maximum funding limitations~~ shall be at the discretion and obligation of the owner and contractor. The property owner and contractor are required to discuss the additional work with the Rehab Specialist prior to beginning the unauthorized repairs.
4. Existing Debt: Funds shall not be available to refinance existing debt on the property.
5. Change Orders: Change orders may be made to substitute for contract items in order to comply with the limits set forth in IV(C)(1) and IV(C)(2), with the written approval of the appropriate Community Development staff member, owner(s) and contractor.

D. MORTGAGE REQUIREMENTS:

1. Mortgage Recording: The City will record a mortgage in the name of the City against any property for which a rehabilitation loan has been approved. However, the Rehabilitation Committee may accept a mortgage on an alternate property of the applicant, providing that it satisfies the requirements of Section IV(C)(1). In cases where the applicant will not agree to a mortgage, the Rehabilitation Committee must disapprove the loan.
2. Transfer of Title: If the title to the property is transferred by the recipient to any party, other than his or her spouse, then the outstanding balance of the mortgage shall become due and payable on the closing date of the title transfer.
3. Pre-Payment: There shall be no penalty for total prepayment of the loan.
4. Term: The maximum term of a loan is fifteen years. The Rehabilitation Committee may require a shorter term loan. Minimum monthly loan payment shall be \$25.00.
5. Interest Rate: The annual interest rate shall be three (3) percent.

E. ELIGIBLE IMPROVEMENTS:

1. Priority and Types of Improvements: The following types of eligible improvements are listed in order of priority:
 - a. Correction of severe code violations (See Appendix A) items.

- b. Creation of five or more parking spaces, where there is a parking deficiency.
 - c. Facade improvements.
 - d. Correction of other code or maintenance items. (Items a-c above must be completed first.)
 - e. Repaving of existing parking allowed only when any of the above items are also being done. (Maximum of 50% of a loan for repaving.)
 - f. Fencing and landscaping improvements when auxiliary to any of the other above improvements.
2. Self-Help: Loans shall not be used to finance work performed by the recipient. All work shall be on a contractual basis between the loan recipient and a licensed contractor approved by the City.

F. FEDERAL REGULATIONS:

All Federal Regulations shall apply as required by HUD, periodically amended. The following federal regulations, as well as any required updates, shall be adhered to in commercial loan cases:

1. Davis Bacon Wage Rates
2. Copeland "Anti-Kickback" Act
3. Wage, Hour and Safety Act
4. HUD Section 3 Training Act
5. Equal Opportunity Statement
6. Affirmative Action Plan (for loans over \$10,000)
7. Invitational open bidding through the Community and Economic Development Department ~~(for loans under \$10,000)~~

G. LOAN APPROVAL AUTHORITY:

Sole approval of a loan shall rest with the City, through the Rehabilitation Committee. A majority vote of the Rehabilitation Committee is necessary for the final approval of the loan.

SECTION V

DEMOLITION PROGRAM

A. PURPOSE:

Certain structures in the City evidence physical deterioration, or obsolescence, to such a high degree that restoration is no longer economically feasible. Yet, such structures remain standing, often for years, and have a blighting influence on the neighborhood. Therefore, non-repayable grants are made available for the demolition of such structures. Policies and rules related to the Demolition Program follow.

B. ELIGIBILITY REQUIREMENTS:

1. Property:

- a. Type/Location: Grants may be given to demolish structures that are deemed, by the Rehabilitation Committee, to be physically decayed and a blighting influence on the neighborhood. For commercial projects only, obsolescence may also be a qualifying factor, if the demolition is part of a commercial improvement project under Section IV of this Manual. The structure to be demolished shall be located anywhere in the city.
- b. ~~b. —~~ Limit: Only one grant may be given per property.
- c. Environmental Review: The property must meet HUD environmental site review requirements.

2. Applicant:

- a. Ownership: The applicant must be the owner of the structure to be demolished and the related land area. A title search will be obtained for the property.
- b. Income: For demolition grants, the gross family income of applicants shall not exceed 580% of the Grand Rapids Standard Metropolitan Statistical Area (SMSA). These figures shall be calculated based on SMSA family income data provided by the Economic Market and Analysis Division of HUD. ~~Income calculations shall be based on averaging the total previous tax year's income with the current projected year's income, based on a normal week's salary. However, if the current projected year's income exceeds the program's income standards, the applicant is ineligible for funds.).~~ Income calculations shall be based on a projection of income for the next 12 months. Income verification is required. Acceptable income verification documents include: the most recent IRS 1040 Income Tax Return and W2s; a WVOE or current paystubs covering the last 90 days; SSA or pension award letters; and any other documents the City deems necessary to verify current income. Self-employed applicants must also provide a Schedule C, 1120, 1120-S, or 1065-income tax return and any K-1s for the previous 3 years.

c. Assets: The applicant must provide the most recent 2 months bank statements for all bank and credit union accounts. Applicants with more than \$25,000 in liquid assets are ineligible for a Community Development grant. Liquid assets are defined as checking, savings, CDs, stocks, or bond accounts. Assets in an IRA, 401k, or similar retirement account are not considered liquid assets for qualifying purposes. Loan applicants who own any real estate other than their primary residence are ineligible for any type of Community Development loan or grant.

d. Authorization and Release of Liability: All persons and/or organizations with an interest in the property must sign an "Authorization and Release of Liability" form which releases the City from any possible liability resulting from the demolition.

e. Limit: Only one grant may be given per property owner.

C. FUNDING LIMITATIONS:

1. Maximum: The amount of the grant shall not exceed the costs of demolition of the structure plus related eligible work as defined in Section V D.
2. Contingency: Up to an additional 10 percent of the funding amount of the initial contract may be authorized by the city and the applicant as a contingency to cover unforeseen expenditures during the work. The amount shall be used to cover legitimate repair costs associated with original bid items or work specified in the contract.
3. Overages: Any work completed, not previously authorized by the City, that exceeds the contract shall be at the discretion and obligation of the owner and contractor. The property owner and contractor are required to discuss the additional work with the Rehab Specialist prior to beginning the unauthorized repairs.
4. Change Order: Change orders may be made to substitute for contracted items, with the written approval of the applicable Community Development Department staff member, owner(s) and contractor.

D. ELIGIBLE WORK:

1. Eligible Items: The following items may be removed from the site, subject to the approval of the Rehabilitation Committee:
 - a. Building structures, including decks, fences, garages or other blighted structures.
 - b. Concrete foundations, pads, floors, driveways, sidewalks, etc.
 - c. Trees, stumps, bushes, fencing, etc., located on public property.

2. Self-Help: The grant shall not be used to finance work performed by the recipient. All work shall be on a contractual basis between the recipient and a qualified contractor.

E. DEMOLITION APPROVAL AUTHORITY:

Sole approval of a demolition grant shall rest with the City. The Rehabilitation Committee shall have approval authority, by majority vote. For grants of \$8,500 or more, the Wyoming City Council must also approve the demolition.

SECTION VI

~~HOMEOWNER HOUSING EMERGENCY REPAIR~~ MINOR HOME ASSISTANCE GRANT PROGRAM

A. PURPOSE:

~~The Homeowner Housing Emergency Repair Program allows for the expediting of repair to those housing code violations creating a severe and immediate threat to the homeowner's health and safety while waiting for processing to correct housing code violations in the dwelling under the normal housing rehabilitation process as described in Section~~ The Minor Home Assistance Program is designed to assist elderly or severely disabled persons with minor home repairs that cannot be completed by Home Repair Services or a similar service.

B. ELIGIBILITY REQUIREMENTS:

1. Property: ~~The property must satisfy the requirements of Section III(B)(1).~~

- a. Type/Location: The property shall be a single-family residence located anywhere in the city. Condos, co-ops, multi-family, or mobile homes are ineligible.
- b. Zoning: The property must be residentially zoned, according to the Wyoming Zoning Ordinance.
- c. Environmental Review: The property must meet HUD environmental site review requirements.
- d. Lead: Paint may not be disturbed, or disturbance must be below the HUD 2 foot per room de minimis threshold

2.

Ap

~~licant: The applicant must satisfy the requirements of Section III(B)(2), except that family income verification will be based on a preliminary reduced investigation to allow for a faster decision on the request.~~

2. Applicant

- a. The applicant must occupy the property as his/her primary residence.
- b. The applicant must be elderly and/or severely disabled as defined by HUD.
- c. The applicant must meet the income and asset limits set forth in Section III B 2.
- d. 10% co-pay is required from the applicant. Co-pays may be made in installment payments.

~~3. Security Requirements: Eligible applicants must sign a mortgage or an assignment of land contract as security.~~

~~4. Limit: Emergency repair funds may not be awarded for structures previously repaired within the past 20 years through the Homeowners Housing Rehabilitation Program (Section III).~~

C. FUNDING LIMITATIONS:

The maximum grant amount per project is \$2,500.00. The applicant may apply for a maximum of two separate grants in a program year. However, all previous repair co-pays must be paid in full prior to the request for a new grant.

~~4. Emergency Determination: An emergency repair item shall be a furnace replacement and/or a roof replacement. The Building Rehabilitation Specialist shall determine if items are an emergency and make a recommendation to the Rehabilitation Committee.~~

~~Other Improvements: Applicants receiving emergency repair funds will be placed at the front of the Community Development Department's waitlist and all other eligible home improvements may be addressed at that time to be included in the home rehabilitation deferred loan/grant or loan, as per Section III. The number of emergency cases per year shall be monitored to review any noticeable increases in requests.~~

~~3. Disqualification: In cases where formal verification indicates that the applicant is ineligible for funds, the emergency repair costs shall be deemed as a debt of the applicant to the City and shall become due and payable within 30 days from the date of disqualification of the application.~~

APPROVAL:

The Rehabilitation Committee shall determine and approve any ~~emergency~~ Minor Home Assistance grant repair-items and the amount of funding.

E. ELIGIBLE IMPROVEMENTS:

This program is designed to provide a minor repair that cannot be completed by Home Repair Services, such as gutters, minor drywall repair, glass replacement, etc. Landscaping items are not eligible, except those items which protect the property (e.g. berming around a foundation). Confirmation from Home Repair Services that they are unable to complete the repair will be obtained prior to approving the grant.

SECTION VII

GENERAL ADMINISTRATIVE RESPONSIBILITIES

A. COMMUNITY DEVELOPMENT COMMITTEE:

1. Purpose: This Committee is formed to provide citizen representation to advise staff and the City Council relative to the overall Community Development Program, ~~including in particular the Community Development~~ Consolidated Plan, Annual Action Plan, Plan and the annual Community Development Letter of Intent Applications.

2. Members: This Committee shall have nine members, appointed by the City Council. Members shall serve for two years. However, for any City Official appointment (e.g., Council, Planning Commission), if that City Official is not reelected or reappointed to the respective City Council or Commission, then there shall automatically be a like vacancy on the Community Development Committee, with the City Council charged with appointing a replacement to complete the member's term. Each appointed member shall sign a Conflict-of-Interest Attestation, stating they will agree and will comply with the Conflict-of-Interest Clause, Part of 24 CFR 570.611.

When making appointments to the Committee, the Council shall strive to maintain a broadly representative Committee, but with emphasis on such groups as current and anticipated Community Development Target Area residents and businesses, lower income families, minorities, elderly, females, City Council and other City government commissions related to developmental activities. The Chair of the Committee shall be elected annually by the members, at the first meeting occurring after ~~July~~ January 1st. The Director of ~~the~~ Community and Economic Development Director shall be an ex-officio member of the Committee. The Community Development Coordinator shall serve as Recording Secretary for this Committee.

3. Duties: The Community Development Committee shall review and make recommendations to the City Council relative to the following items:
 - a. Consolidated Housing and Community Development Plan (CHCDP): Every five years, or sooner if necessitated by changing developmental conditions, a new CHCDP is prepared by the Community Development Department staff. The Committee shall review said Plan, relative to such content as selection of project Target Areas, determination of neighborhood needs, general improvements for funding, and priorities and phasing of funding.
 - b. ~~Community Development Application~~ Annual Action Plan: Annually, the City must make application for another year's C.D. funding. The Committee shall work with the Community Development Department staff in the preparation of said application, considering ~~in particular~~ its appropriateness to the recommendation of the CHCDP.
 - c. Letter of Intent Applications: The Community Development Committee is responsible for reviewing potential subrecipient Letter of Intent

applications, interviewing applicants for annual City of Wyoming CDBG funding, and making recommendations to the City Council.

- d. Rehabilitation Manual: The Rehabilitation Manual represents City policy, responsibilities and regulations relative to various Community Development rehabilitation programs. The Committee shall review the Manual, as prepared by the Community Development staff, for its appropriate relationship to items VII A-3, a-b above, overall HUD and City program objectives, and sound administrative practices.
 - e. Miscellaneous Assistance: The Committee shall provide additional assistance related to the Community Development Program as requested by the City Council or the Community Development Department staff.
4. Meetings: The Committee shall meet as needed to accomplish Committee business. Minutes shall be kept.

B. THE REHABILITATION COMMITTEE

1. Purpose: This Committee is formed for the purpose of reviewing and approving Community Development residential loans, ~~residential deferred loan/grant~~, commercial loans, ~~homeowner housing emergency and corrective repair~~, and demolition applications, and Minor Home Assistance grants. Review responsibilities shall include applicant eligibility, work items, costs and contractor eligibility. The Committee also makes determinations, when requested by the Director of Community and Economic Development concerning actions to be taken relative to late loan payment cases.
2. Members: The appointed members of this Committee shall be the Chief Building Official, the Director of the Community and Economic Development Department, and a third member appointed by the CED Director. Each appointed member may authorize a substitute member to attend those meetings when the appointed member will be absent. The substitute member shall have the same voting privileges as the appointed member. There shall be a minimum of two appointed members and three total members at each meeting. The Director of Community and Economic Development Services shall serve as Chairman of the Committee.
3. Duties: The Rehabilitation Committee shall have, but not be limited to the following duties:
 - a. Committee Review: The Committee shall review all Community Development residential loans, ~~deferred loan/grant~~, commercial loans, demolition applications, and minor home assistance applications and make appropriate modifications to contracts where necessary to promote the best interests of the program. Before the Committee shall approve a loan ~~or deferred~~ or grant, a minimum of two bids from qualified contractors must be received.

- b. Lowest Bidder: The Committee shall approve the lowest bidder, if qualified, to complete the work ~~in cases of a deferred loan/grant for Community Development loans or grants.~~ In loan cases, the Committee shall approve the lowest bidder, if qualified, unless the applicant requests to select a qualified contractor with a higher bid. This higher bid shall be approved by the Committee, provided the applicant escrows with the City prior to the execution of the contract, the difference between the low bid and the higher bid.
- c. Rebidding: Rebidding to all general contractors shall be conducted when any of the following occurs after formal bidding and prior to contract signing:
- The applicant requests to include additional work items that increase the bid amount by more than 25%.
 - The applicant requests to delete work items, which reduces the low bid by more than 250%.
 - The applicant and City agree that there is an error in the bid specifications.
 - If there are only two bidders on a job, and the low bidder withdraws, the applicant may request a rebid, or may choose to go with the remaining bid.
- d. Costs Exceeding Limits: The Committee shall have the discretion to approve a bid amount that is in excess of the maximum limits set forth in this Manual, provided that the applicant escrows with the City, prior to the execution of the contract, the difference between the maximum limits and the selected bid amount.
- e. Late Loan Payments: The Committee shall make determinations, if requested by the Director of Community and Economic Development Services, concerning actions to be taken in late loan payment cases.
- f. Waiver of Code Violations: The Committee shall have the discretion to waive code violations from being corrected in cases where the repair costs exceed the maximum limits for either a loan or grant, provided all serious code deficiencies are rectified and the applicant is financially unable to sustain the additional financial burden.
- g. Dilapidated Structures: The Committee shall have the discretion to determine whether any highly dilapidated structure shall be provided financial assistance. The Committee may recommend that the structure be acquired for demolition under the Community Development program or condemned by the City when it becomes vacant. ~~Emergency Repair: The Committee shall have the authority to expend repair monies for Homeowner Housing Emergency Repairs. (See Section VI).~~
- h. Corrective Repairs: In instances related to the Homeowner Housing Rehabilitation Programs (Section III) where construction problems may arise

after closeout of the construction contract that relate either to: 1) incorrect original bid specifications to solve a specific rehabilitation problem, or 2) a contracted improvement proves faulty and the homeowner is unsuccessful in getting the contractor to rectify it, the Rehabilitation Committee may grant up to \$1,000 in Corrective Repair Funds to rectify the construction problem. However, the homeowner must make a written request for such funds within one year of the City Staff's final approval of the work from the original construction contract.

- i. Overcrowding: The Committee may approve the renovation of interior habitable space of a dwelling where there is evidence of overcrowding and a habitation violation will be rectified.
- j. Limiting Contractor Work: The Committee shall have the authority to remove a contractor from the bidders list if a contractor is exhibiting poor job performance or other violations of the Rehabilitation Manual. The Committee shall limit contractors to no more than five rehabilitation contracts at one time. The Community and Economic Development Department staff may not send out bids to any contractor having five contracts. If a contractor has fewer than five contracts, but is low bidder on sufficient rehabilitation jobs to result in the possibility of more than five jobs under contract, the homeowner(s) whose contract(s) would represent more than five to the contractor shall have the option of waiting for the contractor to complete other work to stay under the limit or to accept the price of the next lowest bidder.
- k. Waiver Clause: The Committee shall have the authority, based on unanimous decision, to waive any standards and requirements in any of the housing and commercial rehabilitation programs in instances where it determines that an emergency situation exists or where the waivers are of a type determined by the Committee to be within the overall intent of the programs. For any waiver granted, the specific description of the waiver and the reasons for it shall be indicated in the minutes of the Committee.

C. COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT STAFF:

- 1. Director of Community and Economic Development ~~Services~~:
 - a. Function: The Director is charged with the overall management of the Department, including staffing and performance of the Community Development program.
 - b. Sample Duties:
 - Liaison with HUD, City Council, Community Development Committee, Rehabilitation Committee, other City Departments and Committees, and citizens.
 - Overall planning, administration and implementation of all Community Development activities.
 - Chairperson of the Rehabilitation Committee.
- 2. Community Development Coordinator: ~~Administrative Aide~~:
 - a. Function: This position serves the Director of Community and Economic Development ~~Services~~ in various administrative aspects of the C.D. Program, particularly relative to satisfying HUD administrative paperwork. This position processes applications for structural rehabilitation loans and

~~deferred loan~~/grants in the Department's Rehabilitation Programs (Sections III - VI).

b. Sample Duties:

- Maintains current knowledge of HUD Community Development Program requirements.
- Assists in satisfying HUD administrative paperwork and reporting requirements.
- Assists applicants in preparing the necessary forms for ~~structural~~ rehabilitation loans ~~and deferred loan~~/ grants.
- Verifies the correctness of the applicant information, including financial qualifications and performs other required verifications.
- Prepares the documentation and assists the Rehabilitation Committee in its determination relative to the qualifications of the applicant for funding.
- Monitors repayment of loan monies, giving special attention to delinquent accounts.
- Acts as the Recording Secretary of the Community Development Committee.

3. Building Rehabilitation Specialist:

a. Function: The primary function of this position is to operate the structural inspection and rehabilitation aspects of the Department's Rehabilitation Programs (Sections III- VI).

b. Sample Duties:

- Performs code inspections for the Community Development Program.
- Qualifies contractors.
- Prepares construction specifications and other documents related to job bidding and the structural rehabilitation aspects of the Residential Rehabilitation Program.
- Monitors contractor performance through job completion.
- Works with the general contractor and property owner to resolve construction problems.

D. REHABILITATION PROGRAM LOAN RECIPIENT:

1. Responsibilities: The property owner who receives a loan or ~~deferred loan/~~ grant, has duties and responsibilities to ensure that the repair work under the structural rehabilitation program (Sections III-VI) is a successful improvement undertaken with the full consent and satisfaction of the owner. These duties and responsibilities include:
 - a. Asking questions to obtain a complete understanding of the program and its eligibility requirements, maximum fund limitations, and eligible repairs.
 - b. Assisting the Community Development Coordinator in confirming income, assets, and other required verification by providing employer, wage, dependent, bank, and other information.
 - c. Carefully reviewing the work write-up prior to the bidding process and at the time of the preconstruction meeting, so that the nature and procedure of repair is fully understood.
 - d. Working with the contractor and the C.D. Office in resolving any disagreements in a timely and equitable manner.
 - e. Repaying loans or ~~deferred loan/~~ grant co-pays according to the contract agreement.

E. REHABILITATION CONTRACTOR:

1. Responsibilities: Any contractor who participates in the structural Rehabilitation Programs is performing a vital role in improving the appearance, quality and longevity of structures in Wyoming. The contractor is an integral part of a team which is also composed of the Director of Community and Economic Development, Community Development Coordinator, ~~Services, Administrative Aide,~~ Building Rehabilitation Specialist, Rehabilitation Committee and the loan ~~or deferred loan/grant~~ recipient. Each participant must perform their expected function conscientiously and in a responsible manner so that unnecessary costs, construction delays, poor workmanship and other problems can be avoided. Contractor responsibilities may be amended from time to time in response to City of Wyoming and H.U.D. requirements. At a minimum, the contractor should realize this contribution and accept the duties and responsibilities which shall include:
 - a. Inspecting the property for necessary repairs prior to submitting a bid proposal. This will reduce change orders and problems which can result from misinterpretations. Proposed repairs which the contractor is not technically familiar with should be inspected by the appropriate sub-contractor.
 - b. Ensuring that all workers and sub-contractors have the proper training, skills and certification.
 - c. Supervising the workers and sub-contractors to ~~insure~~ensure that work is completed on time and in accordance with acceptable construction standards and procedures.

- d. Contacting the Community Development Office regarding any necessary contract revisions, change orders, or overages. The contractor must receive written permission before providing any additional work or materials.
- e. Taking pride in the job, regardless of the social or economic conditions of the property owner, or that governmental assistance is involved.
- f. Making sure the job site is kept as neat as possible while work is in progress, disposing of unused or discarded materials and cleaning the work site when the job is completed.
- g. Cooperating with the property owner and Community Development Department in resolving problems or complaints.
- h. If low bidder on a project, the contractor shall accept the job, unless the contractor provides a written bid withdrawal to the Rehabilitation Committee, stating the ~~reasons~~ reasons, therefore. If the job is rebid, the contractor may not submit a rebid. If the Rehabilitation Committee feels that a contractor has been misusing this privilege, it may disqualify the contractor from the program.

2. Minimal Qualifications for Selection

- a. Possessing a Residential Builders License, with experience in more than one type of residential construction. (not applicable for the Home Protection or Minor Home Assistance programs).
- b. At least \$25,000 in annual gross personal income for each of the last two years from residential repair or construction work.
- c. Within the last two years, have completed:
 - At least 10 home repair jobs ~~costing an aggregate total~~ with an aggregate amount of \$100,000 or more. ~~of at least \$100,000.~~
- d. As a general contractor, have utilized at least ~~10~~ 5 subcontractor contracts. (Not applicable for the Home Protection or Minor assistance programs).

3. Application Materials:

- a. A copy of the organization's IRS profit and loss statements from the last two years. (Signed form 1040 – Schedule C, 1120s, ~~-~~ or Form 1065.)
- b. A proper insurance certificate showing minimum coverage of workman's compensation protection of \$500,000 per occurrence, bodily injury of \$1,000,000 per person and per occurrence and property damage of \$1,000,000 per occurrence. An Indemnification Agreement must also be signed.

- c. A detailed two-year work/training history.
- d. Information concerning any pending lawsuits concerning construction work.
- e. Consent to have the City perform a personal credit review.
- f. Five residential construction references.
- g. Two business/supplier references.
- h. A list of subcontractors intended to be used for electrical, heating, and plumbing work.
- i. ~~A DUNS number (Data Universal Numbering System) must be submitted.~~ An active registration and UEI with SAM.
- j. A City of Wyoming Business License must be obtained, if applicable. ~~and a State of Michigan Builders License.~~ This only applies to businesses located within the City of Wyoming.
- k. A State of Michigan Residential Builders license and lead supervisor certification (not applicable for the Home Protection or Minor Home Assistance programs).

4. Staff Investigation:

- a. Michigan Department of Licensing and Regulation, Grand Rapids Branch
- b. Better Business Bureau
- c. Area Rehabilitation/Inspection Departments
- d. Wyoming Building Inspections Department
- e. Credit Bureau
- f. HUD Exclusion and State Debarred ~~Contractors~~ Vendor List

5. Conditions for Continued Contracting:

- a. The contractor will be on probation status until three jobs are satisfactorily completed. No more than three jobs may be undertaken during this probation period.
- b. The contractor must follow all rules as stated in the Rehabilitation Manual.
- c. A contractor may be disqualified from the Program for poor performance, as determined by the Rehabilitation Committee.

- d. If disqualified from the housing rehabilitation program, the contractor may not reapply for 12 months.
- e. A contractor may be disqualified for failure to bid on at least 25% of all rehabilitation jobs bid each fiscal year.

SECTION VIII APPEALS PROCEDURE

A. PURPOSE:

This Section describes an appeals procedure for anyone not satisfied with decisions made by the Rehabilitation Committee or the Community and Economic Development Department Staff involving a Community Development Block Grant administration program.

B. BASIC RIGHTS AND RULES:

1. Right to Appeal: A person may file an appeal in any case in which he/she believes that any person or group involved with a Community Development Program has made an unsatisfactory decision.
2. Right to Representation: The appellant has the right to be represented by legal counsel and to be accompanied by an advisor, attorney or other representative in any personal appearance in connection with the appeal, but solely at the appellant's own expense.
3. Order of Appeal: The appellant's request for an appeal must be in writing. It should be presented to the person or group who made the decision (see "Tier Chart"). The appellant may appeal a decision up the tier, one tier at a time, to the level deemed necessary.
4. Timing of Appeal: Appeals of decisions made in the Community Development Program should be made within 30 days of the decision, except that complaints about completed rehabilitation work may be submitted to the City at any time within one year from the final inspection date of the rehabilitation project.
5. Content of Appeal: The appeal request should be in letter form. It should include, at a minimum, the name of the appellant, the nature of the appeal and any available explanation details, such as dates and names of any persons or organizations involved.
6. Review of Files: The Community Development office shall permit the person making a complaint or appeal to inspect and copy all files and records pertinent to his/her case, except materials deemed by the Director to be confidential. A Freedom of Information Act request must be made through the City Clerk's Office for copies of materials. The Community Development office shall send copies of pertinent information to higher tier persons or groups.

C. REVIEW, DETERMINATION AND NOTIFICATION:

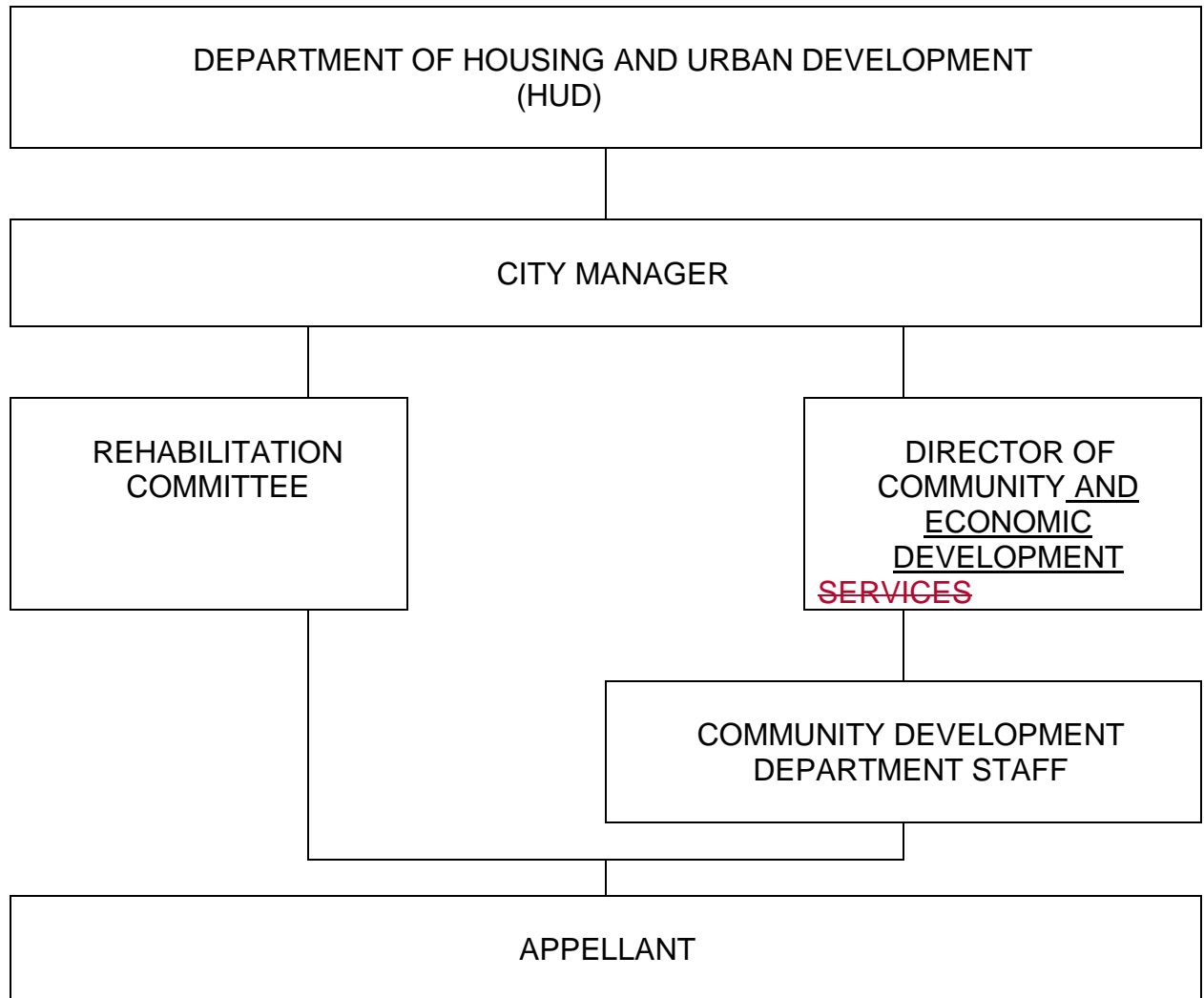
1. Scope of Review: All persons or groups in the appeal process shall review an appellant's request based on the following considerations:
 - a. All applicable rules and regulations.
 - b. All material submitted.

- c. All material upon which the appeal is based.
 - d. Any other available information needed to insure a fair and full review.
- 2. Scope of Determination:
 - a. A written determination by the persons or groups in the appeal process shall include, but need not be limited to, the following:
 - b. The person's or group's decision.
 - c. The basis upon which the decision was made.
 - d. A statement on how any relief will be provided, if applicable.
- 3. Timing and Notification: The person or group involved in the appeal process shall make a written determination on each appeal within 30 days after receipt of the appeal request and shall furnish the appellant a copy of the decision.

D. JUDICIAL REVIEW:

Nothing in this section shall in any way preclude or limit an appellant from seeking judicial review of an appeal after exhaustion of such administrative remedies as are available under this Section.

COMPLAINT AND APPEALS TIER CHART



SECTION IX

HOMEOWNER HOUSING REHABILITATION PROGRAM ADMINISTRATION

A. INTRODUCTION:

This section is an overview of the administrative aspects of the Homeowner Housing Rehabilitation Programs (Section III).

B. APPLICATION PROCESS:

1. Potential Applicants: Potential applicants shall be notified of the opportunity to participate in the program through the use of mass mailing of pamphlets, meetings, newspapers and other advertising measures.
2. Applicant Waitlist: ~~Interested applicants shall notify the Administrative Aide who shall record their name, address, telephone number and date of inquiry.~~ Interested applicants shall contact the Community Development Coordinator to complete, sign, and date the Homeowner Housing Screening Questionnaire. Applicants must sign the screening questionnaire prior to being added to the Applicant Waitlist. The coordinator is responsible for maintaining the waitlist.
3. Selection of Applicants: Applicants will be prioritized from the Applicant Waitlist ~~by date of inquiry, except that shifts from the priorities may be made based on severity of need (e.g., emergency repairs such as a major wintertime roof leak or an irreparable furnace).~~ using the date the Homeowner Housing Screening Questionnaire was signed. The Waitlist Applicant has 10 days to make a formal application for assistance once notified by the Community Development Coordinator. If the Waitlist Applicant cannot be reached by phone, a letter will be sent. Waitlist Applicants who have not responded or are no longer willing to make a formal application within 10 business days will be removed from the Applicant Waitlist. The Director of Community and Economic Development (or their designee) may make exceptions to this policy if there are extenuating circumstances. The extenuating circumstances should be documented on the Applicant Waitlist.
4. ~~Eligibility Verification:~~ Application, Eligibility Verification, and Loan Processing:
 - a. The Community Development Coordinator shall prepare the loan applicant's initial loan application, and perform the following loan processing functions:
 - Compliance: Prepare and provide a Loan Estimate to applicants for any loan that requires a monthly payment. The LE must be provided to the applicant within 3 business days of the application date.
 - Lead: Provide the applicants with the appropriate lead hazard pamphlet.
 - Income: Collect and verify all household income. Complete the income calculation worksheet. Verify income eligibility.

- Assets: Collect and verify all assets. Review the statements for unsourced recurring deposits or undisclosed income. Verify asset eligibility does not exceed limits for loans.
- Credit: The applicant must sign the Borrower's Authorization prior to pulling credit. Once authorization is obtained, order a TransUnion credit report. Review mortgage history, collections, and judgments. Review for any previous foreclosure or bankruptcy. Obtain a current mortgage statement (if any), and review for delinquency, forbearance amounts, and escrow information. Check all adult household members in SAM. Verify there are no unpaid property taxes in BS&A.
- Title: Order a Title Search from Transnation Title and review property ownership. Verify the number and amount of any outstanding mortgages.
- Property valuation - Determination of the current value of the property, age of property and zoning classification.
- U.S. Citizenship Verification – Signed confirmation by all household members of U.S. citizenship. Review the credit report for any inconsistencies regarding SSN and watchlists.
- Environmental Review: -Perform a site-specific environmental review, including SHPO approval, to confirm the property is eligible for CDBG funding.
- Confirm applicant eligibility prior to scheduling the property inspection.

5. Inspection: A detailed inspection shall be done by the Building Rehabilitation Specialist.
6. Write-Up: The Building Rehabilitation Specialist shall develop a work write-up which identifies the required work to be done with an estimate of costs involved.
7. Applicant Approval of Write-Up: The applicant may then decide whether to continue with the application by approving the write-up.
8. Work Write-Up Review: After eligibility has been verified, the amount and type of funds shall be determined. The work write-up may have to be changed, due to program funding limitations. The Building Rehabilitation Specialist will review and revise the work write-up if necessary.
9. Applicant's Final Approval of Work Write-Up: The applicant shall review and approve the work write-up prior to bidding.

C. BIDDING AND APPROVAL PROCESS:

1. Prequalified Bidders: The Community Development Coordinator shall develop and maintain a prequalified contractors list which requires the approval of the Rehabilitation Committee.

The following checks are made to qualify contractors:

- Credit status
- Better Business Bureau Records
- Other municipalities' records
- City Building Department Inspectors
- State license
- Business performance
- Client references

Contractor application packets will be sent to the Small Business Administration, the West Michigan Minority Contractors Association and Section 3 Certified Contractors in an effort to take necessary affirmative steps to assure that minority firms, women's business enterprise, and labor surplus area firms are used when possible.

2. Bid Mailing: Bid requests shall be sent to those contractors who have been prequalified.
3. Bid Openings: The sealed bids will be received, publically opened and read by the City Clerk's Office, using standard City bidding procedure.
4. Contractor and Subcontractor Verification: The Community Development Coordinator shall check HUD's System for Award Management to verify debarment or excluded status prior to contract award.
5. Application Approval by City: The Community Development Coordinator shall prepare and present the final application and supporting materials to the Rehabilitation Committee for review. The Rehabilitation Committee shall review the application based on the applicant's eligibility, the work items to be done, the cost of the work and the eligibility of the contractor.

D. FINANCIAL SETTLEMENT:

1. Required Documents: ~~After obtaining Rehabilitation Committee approval, a financial settlement is held. The following documents shall be prepared by the Administrative Aide and then received and signed as applicable, during the financial settlement meeting:~~

- ~~a. Approved Application by Rehabilitation Committee~~
- ~~b. Order to Proceed~~

2. Periodic Inspections: The Building Rehabilitation Specialist shall make as many periodic inspections as may be required to ensure the quality of the work.
3. Lead-Based Paint Poisoning Prevention in Certain Residential Structures: The Building Rehabilitation Specialist shall perform lead risk assessments and clearances and regularly test to make sure contractors use lead-safe work practices and that occupancy protections are properly carried out. Lead testing may also be completed by a third party if approved by the Community and Economic Development Department Director or designee.
4. Final Inspection: After notification from the contractor that all work has been completed, the Building Rehabilitation Specialist will make a final inspection.
5. Applicant's Approval Statement: Upon approval of the work, the Building Rehabilitation Specialist will obtain the applicant's approval of the completed work.
6. Contractor's Payment Request: ~~The Building Rehabilitation Specialist will notify the Administrative Aide that payment may be given by submitting the following to the Administrative Aide:~~

- ~~a. Contractor's invoice~~
- ~~b. Final Inspection/Completion Report~~
- ~~c. Applicant's Approval Statement~~
- ~~d. Loan Adjustment (if needed)~~

Prior to issuing payment, the contractor is to submit the following documents to the Community Development Coordinator.

- a. Contractor's invoice
 - b. Affidavit of Contractor
 - c. Racial/Ethnic Woman Contract and Subcontract and Activity Form
 - d. All lien waivers. The number of lien waivers received must match the Racial/Ethnic Woman Contract and Subcontract and Activity Form
 - e. The Community Development Coordinator will then prepare the Owner's Completion and Inspection Report forms and give them to the Building Rehabilitation Specialist. Once these signed forms are returned to the Community Development Coordinator, payment may be issued.
7. Draw Requests: Draw requests by the contractor may be paid to the contractor under certain circumstances with the approval of the Director of the Community and Economic Development or their designee. A partial Owner's Completion form and Inspection Report form are required along with the invoice prior to payment.

8. Change Orders: Any changes to the signed final construction specifications must be in writing on a change order form and approved by the Rehab Committee. If approved, a Loan Adjustment and revised mortgage must also be signed by the borrower. The maximum loan amount may not exceed the \$30,000 loan limit, including all change orders.

F. CASE CLOSE OUT AND REQUIRED RECORDS:

1. Invoice Submittal: The Community Development Coordinator shall submit the invoice for payment.

~~2.~~

~~_____ Loan
Adjustment:~~

~~If the contingency amount of the loan agreement is not used (10% of construction costs), a loan adjustment is prepared by the Administrative Aide, removing this amount from the mortgage balance. The signed original of the loan adjustment will be filed with the Clerk and shall supersede the mortgage and promissory note amount. A copy of the loan adjustment shall be sent to the Treasurer's Office, which shall receive the monthly loan payments.~~

2. Master Servicing File: The recorded mortgage, promissory note and loan adjustment (if needed) shall be sent to the City Clerk's office for filing in their Master Servicing File. Hard copies of the closing documents are to be maintained in the paper loan file. All other loan documentation is to be maintained in the appropriate CDBG paperless folders. The loan is to be entered into Neighborly (or subsequent servicing software), and the Treasurer is to be notified so the loan may be entered into BS &A.

~~5. Close Out Documents:~~

~~The Administrative Aide shall close out the file by preparing a file cover sheet and checking that the following documents are in the file for HUD auditing purposes:~~

~~Finalized Rehabilitation Application~~

~~Draft Work Write-up and letter, signed only by homeowner~~

~~Final Work Write-up~~

~~Invoices, Purchase Orders and Change Orders (if any)~~

~~Owners Completion~~

~~Inspection Report~~

~~Loan Adjustment (if applicable)~~

~~Recorded Mortgage~~

~~Promissory Note~~

~~Title Search~~

~~Assessor's Card~~

~~Legal Documents (if any)~~

~~Bid Tab~~

~~Approved Bid~~

~~Order to Proceed~~

~~Contract Agreement~~

~~General Agreement~~

~~Truth in Lending~~

~~Racial /Ethnic/Woman Contract & Subcontract Activity~~

~~Affidavit of Contractor~~

~~Original Application/Screening Questionnaire/Citizenship Verification~~

~~Lead Based Paint/Environmental Protection Act Forms~~

~~Income Verification/Financial Eligibility Information~~

~~Warranty Information~~

~~Historic Form~~

~~Statistical Questionnaire~~

~~Lead Based Paint Report~~

~~Contractor Verifications~~

~~Environmental Review~~

G. MONTHLY LOAN PAYMENTS:

The Community Development Coordinator shall send monthly billing statements the 15th day of each month to borrowers with outstanding loan balances that require a monthly payment. Payments are received by the Treasurer's Office and the payment records are forwarded to the Community Development Coordinator for posting in the LA Pro-database Neighborly, which is the master database for the Housing Rehabilitation Program. The Coordinator is responsible for the maintenance of this master database which contains all loans and deferred loans/grants information. Each month the payments must be reconciled with the Treasurer and New World. Once confirmed, program income is to be entered in IDIS.

H. LATE LOAN PAYMENTS:

The actions described below will be taken when a loan recipient is delinquent with loan payments:

1. Routine Actions:

- a. ~~a.~~ Borrowers with outstanding loan balances are notified of past due amounts ~~on a monthly basis~~ monthly on their billing statement.
- b. The Community Development Coordinator will send a letter to any borrower who has not made a payment for more than 90 days requesting a formal meeting and loan repayment plan.
- c. Borrowers who fail to respond to the meeting request will be referred to the Rehab Committee for possible further action.
- d. Delinquent Report: A report of loan delinquencies will be drafted by the Administrative Aide and presented to the Committee on a semi-annual basis. Following review of the report, the Committee may require collection actions to be taken.

2. Other Actions:

- a. Collection: The Committee may initiate any legal action, other than foreclosure, which is deemed necessary to affect collection (eg., temporarily reduce the payments, defer payments, extend the loan, small claims court, wage garnishment, calling the note). The Committee may also require the borrower attend foreclosure intervention sessions with HRS or a HUD certified counseling agency for financial management training. If the HUD agency option is selected, the borrower is responsible for paying this cost.
- b. Foreclosure: If foreclosure procedures are deemed necessary, the Committee may recommend such action to the City Council for their approval.

I. SUBORDINATION:

A borrower may receive one subordination of the City's mortgage to a new or refinanced mortgage from a financial institution for any reason, provided that "cash out" does not exceed ~~\$7,000~~ \$2,000 and the new ~~debt~~ loan to-value is no more than 90%. A second subordination will only be considered if there is no cash out and there is an interest rate reduction of at least 1.0%. A charge of ~~\$50~~ 100 will be assessed to defer the city's costs for the subordination processing. The charge for second subordination will be \$250.

SECTION X

COMMERCIAL REHABILITATION PROGRAM ADMINISTRATION

A. INTRODUCTION:

This Section is an overview of the administrative aspects of the Commercial Rehabilitation Program (Section IV).

B. APPLICATION PROCESS:

1. Potential Applicants: Potential applicants shall be notified of the opportunity to participate in the program through newspapers, meetings, door-to-door outreach and other advertising measures.

2. Applicants: Interested applicants shall notify the ~~Administrative Aide~~.
Community Development Coordinator.

3. Work Write-Up: The applicant shall submit a work write-up listing the improvements requested for loan monies. The Community Development Coordinator shall verify the loan eligibility of the improvement items.

4. Final Work Write-Up: The Building Rehabilitation Specialist will assist in drafting plans and writing specifications if requested, but only in instances where an architect is not required to submit plans for obtaining a building permit. Plans must be approved by the applicant and the City.

5. Eligibility Verification: The Community Development Coordinator shall verify the applicant's eligibility. ~~The following checks will be performed:~~

~~a. Credit Report~~

~~b. Financial Report~~

~~c. Profit & Loss Report (for loans over \$10,000)~~

~~d. Income Tax Report (for loans over \$10,000)~~
and process the loan as required in Section IV B.

6. Application Approval by Applicant: The applicant shall approve and sign the initial ~~the pre~~-application. The Rehabilitation Committee shall review the ~~pre~~-application, based on the applicant's eligibility and the work to be done.

C. BIDDING AND APPROVAL PROCESS:

1. Bid Packages: A bid package will be prepared by the ~~Administrative Aide~~Community Development Coordinator and Building Rehabilitation Specialist. The bid package shall contain:

a. Plans or Work Write-Up

- b. Sample contract
 - c. Federal Regulations
 - d. Required wage rates
 - e. Required City specifications
 - f. Bid Proposal form
2. Applicant Receipt of Bids: The ~~applicant~~ Rehab Specialist shall send out and receive bids from contractors ~~of his~~ approved by the City, and eligible to work on federally funded projects ~~choice~~. All additional requirements set forth in Section VII E. will also apply. Two or more bids shall be obtained. The applicant shall select ~~a the low bid contractor and submit the selection to the Administrative Aide along with bid information from at least one other bidder.~~
 3. Applicant Approval of Final Application: The applicant shall approve the final application form.
 4. Final Application Approval by City: The Rehabilitation Committee shall review the final application, considering in particular any changed work items, the final cost of the work and the selected contractor.

D. FINANCIAL SETTLEMENT

1. Required Documents: ~~The following documents shall be received and signed, as applicable, during the financial settlement meeting:~~
 - ~~a. Order to Proceed~~
 - ~~b. Truth in Lending~~
 - ~~c. Promissory Note~~
 - ~~d. Opportunity to Rescind~~
 - ~~e. Mortgage~~
 - ~~f. Contract~~

After obtaining Rehabilitation Committee approval, a financial settlement is held. However, if the loan requires monthly payments, an initial Closing Disclosure must be delivered to the borrower at least 3 business days prior to settlement. Acknowledgement of the initial CD is required, and this date starts the 3-day clock. The following documents shall be prepared by the Community Development Coordinator, and then received and signed as applicable, during the financial settlement meeting:

- Errors and Omissions Compliance agreement

- Approved Application by Rehabilitation Committee

- Final Closing Disclosure

- Promissory Note

- Mortgage

- Order to Proceed

- Contract (CD Agreement)

- Work Write-up (Bid specifications)

- Contractor receipt of documents

Copies of all construction and loan documents are to be provided to the borrowers. The contractor is to be provided with copies of all construction documents.

2. Contractor's Signature: The Building Rehabilitation Specialist shall obtain the signature of the contractor on the contract at a required pre-construction meeting covering Davis Bacon. The Community Development Coordinator will also attend this meeting.

E. CONTRACT MANAGEMENT:

1. Proceed Order: The proceed order shall be sent to the contractor.
2. Building Permits: The Building Rehabilitation Specialist shall obtain a copy of any required building permits
3. Non-Permit Items - Final Inspection: After notification from the contractor that all non-permit items are completed, the Building Rehabilitation Specialist will make a final inspection.
4. Permit Items - Final Inspection: After notification from the contractor that all permit items are completed, the Building Inspections Office will make a final inspection.
5. Applicant's Approval Statement: The Building Rehabilitation Specialist will obtain the applicant's approval statement.
6. Contractor's Payment Request: The following shall be received prior to processing the contractor's payment request:
 - a. Invoice
 - b. Final Inspection and Owners Completion Reports
 - c. Loan Adjustment (if needed)
 - d. Certified payroll and any other required Davis Bacon documents.

F. CASE CLOSE OUT AND REQUIRED RECORDS:

The Community Development Coordinator _ shall be responsible for the case close out and required records according to the guidelines mentioned in Homeowner Housing Rehabilitation Program Administration (Section IX).

G. LATE LOAN PAYMENTS:

The same procedure concerning late loans will be used as stated in Homeowner Housing Rehabilitation Program Administration (Section IX).

H. SUBORDINATION:

~~A borrower may receive one subordination of the City's mortgage to a new or refinanced mortgage from a financial institution for any reason, provided that "cash out" does not exceed \$7,000 and the new debt-to-value is no more than 90%. A second~~ subordination will only be considered if there is no cash out and there is an interest rate reduction of at least 1.0%. A charge of \$250 will be assessed to defer the city's costs for the subordination processing.

SECTION XI

DEMOLITION PROGRAM ADMINISTRATION

A. INTRODUCTION:

This Section is an overview of the administrative aspects of the Demolition Program (Section V).

B. APPLICATION PROCESS:

1. Potential Applicants: Interested applicants should notify the Community Development Coordinator who shall pre-qualify the project based on proof of ownership, a field inspection by the Building Rehabilitation Specialist, and review of the program requirements.
2. Demolition Work Write-Up: The Building Rehabilitation Specialist shall develop a detailed demolition work write up which identifies the required demolition work to be done, including the structures, foundations, trees and other items to be removed.
3. Applicant Approval of Work Write-Up: The applicant shall approve the demolition work write-up.

C. BIDDING AND APPROVAL PROCESS:

1. Pre-Qualified Bidders: The Building Rehabilitation Specialist shall pre-qualify contractors and maintain a demolition contractors list. However, contractors may be removed from the list, by action of the Rehabilitation Committee, based on poor performance. A State license is required for residential demolitions. The experience of the contractor shall determine qualifications for commercial demolition.
2. Bid Mailings: Bid requests are sent to contractors on the demolition contractors list.
3. Bid Openings: The sealed bids will be received, publically opened and read by the City Clerk's Office, using standard City bidding procedure.
4. Applicant Approval of Final Application: The Building Rehabilitation Specialist shall obtain final approval of the applicant on the final application form.
5. Application Approval by City: The Rehabilitation Committee shall review the application, the work items, the cost of the work and the contractor prior to approving the demolition project.

D. SETTLEMENT DOCUMENTS:

1. Required Documents: The following documents must be executed by the applicant if the demolition project is not part of a commercial improvement project:
 - a. Waiver of Claim to Personal Property
 - b. Authorization and Release for the Removal of Real Property

c. Proceed Order

d. Contract

2. Contractor's Signature: The ~~Administrative Aide~~ Community Development Coordinator shall obtain the signature of the contractor on the construction contract.

E. CONTRACT MANAGEMENT:

1. Utilities: The Building Rehabilitation Specialist shall verify appropriate utility displacement. However, full responsibility for utility shut off or removal, as appropriate, shall rest with the owner and contractor prior to work being started.
2. Proceed Order: The ~~Administrative Aide~~ Community Development Coordinator shall forward the contract and Proceed Order to the contractor and applicant.
3. Demolition Permit: The contractor shall obtain the proper permit from the Building Inspections Office.
4. Project Management: Any problems during the demolition work are to be worked out with the Building Rehabilitation Specialist, and/or the Building Inspections Office, as appropriate.
5. Final Inspection: After notification from the contractor that all work has been completed, the Building Rehabilitation Specialist shall do a final inspection.
6. Applicant's Approval Statement: Upon doing the final inspection and the approval report, the Building Rehabilitation Specialist shall obtain the applicant's written approval of the demolition work.
7. Contractor's Payment: A request for payment will not be processed until the following executed documents are received:
 - a. Contractor's invoice
 - b. Final Inspection Completion form
 - c. Applicant's Approval statement

F. CASE CLOSE OUT AND REQUIRED RECORDS:

1. Submittal of Invoice: The Administrative Aide shall submit the invoice for payment.
2. Master Demolition File: A record shall be posted to the file of the completed demolition work.
3. Close Out Documents: The Community Development Coordinator will create the loan file based upon the documents in Section IV and Section D. listed above.

~~The Administrative Aide shall close out the case file by preparing a file cover sheet and checking that the following documents are in the file:~~

a. _____ ~~Owner's request letter~~ O

b. _____ ~~Inspection's "Dangerous Building" form, if applicable~~ Ins

c. _____ ~~Approved application~~ Ap

d. _____ ~~Contract~~ Co

e. _____ ~~Demolition Work Write-Up~~ De

f. _____ ~~Invoices, Purchase Orders and Change Orders (if applicable)~~ Inv

g. _____ ~~Proceed Order~~ Pr

h. _____ ~~Inspection's Report~~ In

i. _____ ~~Applicant's Approval Statement~~ Ap

j. _____ ~~Environmental Review~~ En

SECTION XII

HOMEOWNER ~~HOUSING EMERGENCY REPAIR~~ MINOR HOME ASSISTANCE GRANT PROGRAM ADMINISTRATION

A. INTRODUCTION:

This Section is an overview of the administrative aspects of the ~~Homeowner Housing Emergency~~ Minor Home Assistance Grant ~~Repair~~ Program (Section VI). The same administrative guidelines as discussed in Section IX (Homeowner Rehabilitation Administration) of this Manual shall apply for this Program, except for the additional waiver allowance listed below.

B. WAIVER ALLOWANCES:

Under emergency conditions, the Rehabilitation Committee may waive formal eligibility procedures and the formal bidding process. The work may be assigned by the Building Rehabilitation Specialist to a qualified contractor who can accomplish the job in a timely manner. ~~Additional non-emergency repairs must meet the administrative guidelines as discussed in Section IX (Homeowner Rehabilitation Administration).~~

APPENDIX A

CLASSIFICATION OF ELIGIBLE WORK ITEMS

REHABILITATION PROGRAMS III, IV, VI

A. INTRODUCTION:

For a rehabilitation project, the Building Rehabilitation Specialist will make a determination on a final list of eligible work items using this classification system. In the event that all items on the list cannot be repaired due to maximum loan limits, deletions will be made based on the following described criteria. Severe code violations will not be deleted. Deletions of other items and/or violations shall be made in the following order:

~~1. General Improvement Items~~

1. Garage Repairs
2. Incipient Code Items
3. Code Violations

B. WORK ITEM CLASSIFICATIONS:

~~1.~~

~~General Improvement Items:~~ ~~G~~

~~These are improvements to residential property, other than code or incipient code items, that relate to the primary dwelling. Final approval of all general improvement items will be made by the Rehabilitation Committee.~~

~~Ineligible general improvement items include, but are not limited to:~~

~~Barbecue Pit~~

~~nnels~~ ~~Ke~~

~~Bath House~~

~~ee Surgery (Other than a hazardous condition)~~ ~~Tr~~

~~Burglar Alarms and Bars~~

~~imming Pools~~ ~~Sw~~

~~Dishwashers~~

~~V. Antenna~~ ~~T.~~

Flower Boxes

Green Houses

1. Garage Repairs: These are any item qualified under the ~~Homeowner Housing Rehabilitation~~Rehab Loan Program (Section III, Part E). Any new siding or roofing materials must match those on the house where feasible.
2. Incipient Code Items: These are code items that, in the opinion of the Building Rehabilitation Specialist, will likely deteriorate into actual code violations in the near future.
3. Code Violations: These are City Property Maintenance Code Violations not covered under the "Severe Code Violations" classification. Included in this category shall be items required under the Michigan Building Code (MBC) and Michigan Residential Code (MRC), and Michigan State Energy Code to insure the adequate and efficient conservation of energy.
4. Severe Code Violations Listing: These are City Housing Code violations that directly and immediately endanger the public health, safety and welfare. The following sections explain those situations considered to be extreme. These repairs must be done prior to that of any other repairs or improvements.
 - a. ELECTRICAL: An electrical deficiency shall be deemed severe if it contributes to any of the following:
 - Severe over-loading.
 - Non-insulated wiring in close proximity to heat runs, plumbing systems or appliances.
 - Completely failed system.
 - Failed system connected to electrically operated heating plants.
 - Unprotected (not fused or no breaker) circuits.
 - Ungrounded or improperly grounded circuits or systems.
 - Outlets, switches or fixtures that contribute to immediate shorts, shocks, sparks or possible fire.
 - The accumulation of water near electrical equipment appliances or fixtures.
 - b. PLUMBING: A plumbing system deficiency shall be deemed severe if it contributes to any of the following:

- Severely leaking supply lines.
 - Severely leaking or obstructed waste lines, vents or traps.
 - Lack of an operable flush toilet.
 - Lack of operable washing and/or bathing facilities.
 - Cross connection of supply and waste lines.
 - Failed septic tanks and dry wells.
 - Water heaters that are unsafe due to: a leaking heat exchanger or tank, lack of proper or obstructed venting, connection to an unsafe fuel supply, inoperable or lack of proper safety valves, switches or other safety controls.
 - Any plumbing system deficiency causing a sewer gas leak into the interior of the structure.
- c. HEATING: A heating system deficiency shall be deemed severe if it contributes to any of the following:
- Burned or rusted out heat exchanger.
 - Obstructed or lack of proper venting.
 - Connection to an unsafe fuel supply.
 - Inoperable or lack of proper safety valves, switches and other safety controls.
 - Incapable of adequately heating the living space.
- d. STRUCTURAL: A structural deficiency shall be deemed severe if it contributes to any of the following:
- The structural system (walls, chimney, roof, foundation, ceilings and floors) not safely carrying design-imposed loads- or exhibiting extensive sagging due to material decay, fracturing or improper design.
 - The structural system in potential danger of collapse
 - The structural materials being excessively deteriorated or damaged allowing animals or excessive amounts of water to enter the interior of the structure, excluding open porches or steps.
 - Water drainage causing significant damage or seepage into the structure.
- e. SANITATION: A sanitation deficiency shall be deemed severe if it contributes to any of the following:

- The presence of sewage above ground level from a failed or improperly maintained septic or other waste system.
- Dangerous infestation of the structure or exterior from insects or rodents.
- The dangerous accumulation of litter, garbage, debris or abandoned vehicles, endangering the occupants of the dwelling unit or other structures.

RESOLUTION NO. ____

RESOLUTION APPROVING 2025-2026 CITY MANAGER INCENTIVE BONUS CRITERIA

WHEREAS:

1. The City Council and City Manager mutually agreed to a performance pay plan on February 4, 2025, to annually incentivize the City Manager to meet certain mutually established performance criteria by providing additional compensation if those criteria are met.
2. The City Manager Incentive Bonus and Performance Review Policy establishes a timeline for
3. City Manager John Shay has approved the proposed 2025-26 City Manager Incentive Bonus Criteria.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 2025-26 City Manager Incentive Bonus Criteria are approved as attached.
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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

February 4, 2025 Amendment to Employment Agreement – City Manager
City Manager Incentive Bonus and Performance Review Policy
2025-2026 City Manager Incentive Bonus Criteria

Resolution No. _____

2025-2026 City Manager Incentive Bonus Criteria

Wyoming city government is aligned around 3 pillars: community, safety, and stewardship.

The City Council approved a strategic plan with goals and objectives to which city staff added implementation tasks and steps. That strategic plan with the added tasks and steps forms the basis for the following three criteria for Mr. Shay to earn the fiscal year 2025-2026 incentive bonus salary to be paid in July 2026.

PERFORMANCE CRITERIA (TASKS/GOALS):

- 1. Develop and implement a comprehensive digital strategy to enhance proactive communication and transparency.
- 2. Develop a strategic plan to streamline and consolidate the four Public Safety millages (fire services, police services, public safety, and first responders) onto the ballot at the earliest practical opportunity.
- 3. Plan and execute a minimum of three impactful team-building events annual to enhance workplace collaboration, morale, and performance.

PROCESS AND SCORING:

The Manager Review Committee will determine for each of the enumerated criteria above, with staff input, if the tasks have been completed. This determination of completion shall be communicated to Council as part of the review process.

Each councilmember will be asked to rank the completion of each goal on a scale of 0 to 5. This is intended to be a measure of the quality of the work and result on that specific task alone. A score of 5 represents the task being completed and having been done thoroughly and exceptionally well – nearly flawlessly. A score of 1 on a completed task would represent that the quality of the work was exceptionally low with a significant number of issues that may reflect poorly on the city, City Council, staff, or the city manager. Examples of “issues” could be: significant cost over-runs, unwanted media attention, and/or community or staff turmoil. Tasks which are not completed shall automatically receive a score of zero (0).

The highest and lowest councilmember rankings on each task will be thrown out, and the remaining five will be averaged. Average council score will be used to determine the “Council Averaged Ranking Factor” as part of the overall bonus calculation.

INCENTIVE BONUS CALCULATION:

The maximum final bonus amount possible is 3.000% of the Manager’s July 1, 2025, base pay.

The incentive bonus will be calculated by multiplying the Council’s Average Ranking Factor times 1.000% for each incentive bonus category (Task). Bonus Category calculations will be added together to total a final bonus of up to 3.000% of the Manager’s July 1, 2025, base pay.

The following Ranking Factors will be used in the calculation:

Average Council Score (less High and Low)	Ranking Factor
0.00 – 0.99	0.000

1.00 – 1.99	0.250
2.00 – 2.99	0.500
3.00 – 3.49	0.625
3.50 – 3.99	0.750
4.00 – 4.49	0.875
4.49 – 5.00	1.000

EXAMPLE CALCULATIONS:

EXAMPLE 1:

Task #1 Average Score: 5.0

Task #2 Average Score: 5.0

Task #3 Average Score: 5.0

Bonus Calculation:

$1.000 \times 1.00\% = 1.000\%$

$1.000 \times 1.00\% = 1.000\%$

$1.000 \times 1.00\% = 1.000\%$

Sum of the percentages = 3.000%

EXAMPLE 2:

Task #1 Average Score: 3.1

Task #2 Average Score: 3.8

Task #4 Average Score: 4.8

Bonus Calculation:

$0.625 \times 1.00\% = 0.625\%$

$0.750 \times 1.00\% = 0.750\%$

$1.000 \times 1.00\% = 1.000\%$

Sum of the percentages = 2.375% Bonus

City Manager Incentive Bonus and Performance Review Policy

Purpose

Periodic performance reviews together with clear, measurable annual goals enhance a city manager's likelihood of successfully leading city staff and engaging the community consistent with the City Council's current values and priorities. A well-established annual schedule for related steps is essential to timely evaluative interaction between the city manager and City Councilmembers and for the city manager to implement mutually established goals during the fiscal year. Furthermore, the schedule compels Councilmembers to timely coalesce on annual priorities and articulate to the city manager their collective views regarding less measurable performance criteria.

Accordingly, this policy sets the framework for the City Council's annual review of the city manager and for establishing annual criteria for any incentive bonus provided in the city manager's employment agreement. It is a framework for collaborative engagement with the city manager to share respective observations, insights, suggestions, and other feedback to aid the city manager's professional development, effective leadership, and future interactions with the City Council. It is intended to also provide the city manager an opportunity to share the city manager's observations, insights, and suggestions with City Councilmembers to further enhance the City Council's effective leadership.

Therefore, this framework is not intended to be applied rigidly. The City Council and city manager may adjust the schedule, order of events, and other details to adapt to each year's conditions and circumstances. However, general adherence to the framework is intended.

Two Concepts

The City Council will annually review the city manager's performance. This review will include tangible and less-tangible review factors, standards, and/or criteria. They may, for example and not for limitation, include the city manager's leadership style, community interactions, staff and City Council communications, interactions with other governmental units/officials/agencies, fiscal management, etc. They may also include measurable task goals. The end of this review will include consideration of any compensation adjustments, benefits changes, or employment contract changes for the subsequent fiscal year.

The City Council also views some tasks to be completed during a fiscal year which will merit an incentive bonus in the form of a one-time payment, not to increase the city manager's salary or base compensation. The City Council will annually approve the performance bonus amount(s) and criteria. There may be separate amounts for one or a number of tasks and/or the incentive bonus may be a single bonus for completion of all criteria. Each criterion shall be a task or other objective, easily measurable goal. It is understood that some of the criteria may relate to actions to be taken by other city staff, but the city manager is accountable for their performance and for ensuring the tasks are completed without specifying how they are to be completed, to whom they are assigned, etc.

Schedule

The city manager evaluation schedule is set to harmonize with council elections, council retreat, and budget process. It is intended to also enable the City Council and city manager to make any needed adjustments prior to beginning of the ensuing fiscal year. Evaluation of performance over a fiscal year will generally better accommodate the rhythms of city government. Because the current city manager's city employment began in May, this schedule also roughly coincides with his employment anniversary date.

	Annual Performance Review Process	Incentive Bonus Process
2 nd December Council Meeting	Mayor appoints <i>ad hoc</i> 3-councilmember manager review committee (MRC). New councilmembers will have taken office. Predates Council retreat.	
Before January 15	MRC: Meets with HR director to review city manager evaluation forms and criteria, making any desired changes. Meets with city manager to solicit city manager's input on evaluation forms and criteria.	MRC: Reviews city manager's progress in meeting incentive bonus criteria. Meets with city manager to solicit perceived progress in meeting incentive bonus criteria. Also seeks city manager's input regarding focus and framework of council retreat.
Council Retreat	City Council reviews and updates strategic plan with specific focus on objectives and tasks for ensuing fiscal year.	
2 nd February Council Meeting	Council approves updated strategic plan and goals, if applicable.	
By March 1	MRC distributes city manager evaluation forms. Councilmembers' evaluation forms. Any evaluation forms/inquiries to others – e.g., department heads, other staff, board/commission members, community members, etc.	
March 21	Written city manager evaluation forms due to MRC.	
1 st April Council Meeting	Draft budget presented to Council.	
By April 10		MRC proposes draft incentive bonus criteria to city manager and other Councilmembers for individual review and comment to MRC.
By April 15	City Council conducts city manager review. May be conducted at a Council meeting, if appropriate.	
1 st May Council Meeting	City Council approves: Any desired city manager employment contract or compensation changes.	Council approves: Incentive bonus criteria for next fiscal year.
2 nd May Council Meeting	City Council approves budget.	
By June 1		MRC distributes incentive bonus forms
June 15		Incentive bonus forms due to MRC.
By June 30		MRC and HR complete calculation Submit to Finance for payment by July 31, 2025

CITY OF WYOMING
AMENDMENT TO EMPLOYMENT AGREEMENT – CITY MANAGER

The City of Wyoming (City) and John Shay, City Manager (Employee), agree to amend Employee's Employment Agreement made as of May 9, 2023 (the Employment Agreement) with this Amendment (Amendment).

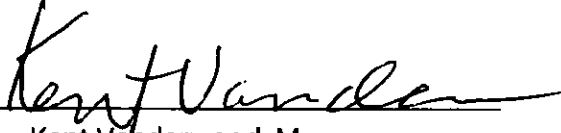
1. **Performance Pay Plan.** Subsection F is added to section 5 of the Employment Agreement to read as follows:

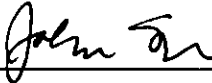
Employee shall be eligible for Performance Pay at the end of each fiscal year, to be established annually in accordance with the City Manager Incentive Bonus and Performance Review Policy. Performance pay shall be calculated based on the annual salary as of the preceding July 1, to be paid in a lump sum prior to July 31 annually.

2. **Other Terms.** All other provisions of the Employment Agreement are unchanged by this Amendment and remain in effect.
3. **Effective Date.** This Amendment is effective February 4, 2025.

CITY OF WYOMING

John Shay

By: 
Kent Vanderwood, Mayor



RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT 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 need to provide legal services for consumer housing.
2. The City desires to invest \$30,000 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 2025-2026 budget, which includes these services. These funds shall be available in Account No. 251-701-69426-956.304.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Legal Services Activities Agreement with Legal Aid of Western Michigan.
2. The Wyoming City Council authorizes the Mayor and City Clerk 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Staff Report

Date: June 11, 2025

Subject: Community Development Block Grant Subrecipient Contracts

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 16, 2025

RECOMMENDATION

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000). 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 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

DISCUSSION

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

The Wyoming City Council approved the 2025-2026 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 (\$10,000.00).
- 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 (\$19,000.00) 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).
- Hispanic Center of Western Michigan – Employment Training: 30 low/moderate-income persons with little or no employment training will receive job skills training with the goal of increasing their household self-sufficiency and enhancing the local economy (\$26,000).
- 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 (\$30,000.00).

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 (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (251-701-69426-956.035), Family Promise of West Michigan (251-701-69426-956.311 and 251-701-69426-956.312), Heart of West Michigan United Way (251-701-17526-956.036), Hispanic Center of Western Michigan (251-701-69426.956.043), Home Repair Services of Kent County (251-701-69426-956.085), and Legal Aid of Western Michigan (251-701-69426-956.304).

ATTACHMENTS

Resolutions To Authorize

Contracts

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CITY OF WYOMING

SUBRECIPIENT CONTRACT (LEGAL AID OF WESTERN MICHIGAN)

This Subrecipient Contract is made as of July 1, 2025, to be effective through June 30, 2026, 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 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, 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 Fair Treatment Policy (accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

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

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

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

8. Records, Reports, and Information.

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

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

C. 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, 2026, 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-25-MC-26-0020

City Federal Award Date – July 1, 2025

Subaward Period of Performance Start & End Date – July 1, 2025-June 30, 2026

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$30,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$30,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$30,000.00**

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

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

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

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

CFDA Number and Name – 14.218; Community Development Block

Grants/Entitlement Grants; A-Formula Grants

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

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

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

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

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

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

6. HUD §3 Training and Employment of Low- and Very-Low-Income Persons. 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 AML) and are located in the metropolitan area and to businesses that are owned by HUD §3 residents (51% or more) or that employ HUD §3 residents (at least 30% of their work force) or that subcontract work with HUD §3 businesses (25% or more of their subcontracts).

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

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

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

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

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

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

7. Time of Performance. On July 1, 2025, 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, 2026, unless otherwise terminated pursuant to the terms of this Contract. **However, subrecipient must have expended at least 90% of the total program year contract amount AND invoiced the City of Wyoming for reimbursement no later than April 10, 2026.**

8. Compensation and Payment.

A. The City of Wyoming does not guarantee reimbursement to subrecipient until the City receives the CDBG grant award from HUD. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.

B. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up

to **\$30,000.00** from City's CDBG funds for its program.

C. 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 **\$30,000.00** from City's CDBG funds.

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

E. 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, 2026.

F. 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.

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

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

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

11. Finance Procedures.

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

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

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

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

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

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

15. Audits and Inspections.

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

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

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

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

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

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

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

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

19. Indemnification and Insurance.

A. Subrecipient will hold City (defined for purposes of this section 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."

20. Legal Compliance. In performing the services and activities under this Contract and fulfilling terms, conditions, obligations, covenants, agreements and stipulations of this Contract, Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations,

orders, permit and license requirements, and enforceable guidelines. This also includes complying with applicable requirements, limitations, and precautions to reduce transmission of infectious diseases.

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wyoming

Legal Aid of West Michigan

By: _____
Kent Vanderwood, Mayor

By: _____
James Brunner, Board President

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2025

Date signed: June __, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Approved by City Council on June 16, 2025

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT WITH THE HISPANIC CENTER 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 need for job training efforts, including mentorships.
2. The City desires to invest \$26,000 in support of the Hispanic Center of Western Michigan to provide employment training to low-moderate income individuals with little or no employment training.
3. The Wyoming City Council has approved the 2025-2026 budget, which includes these services. These funds shall be available in Account No. 251-701-69426-956.043.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Hispanic Center of Western Michigan Employment Training Activities Agreement with the Hispanic Center of Western Michigan.
2. The Wyoming City Council authorizes the Mayor and City Clerk 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Staff Report

Date: June 11, 2025

Subject: Community Development Block Grant Subrecipient Contracts

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 16, 2025

RECOMMENDATION

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000). 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 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

DISCUSSION

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

The Wyoming City Council approved the 2025-2026 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 (\$10,000.00).
- 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 (\$19,000.00) 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).
- Hispanic Center of Western Michigan – Employment Training: 30 low/moderate-income persons with little or no employment training will receive job skills training with the goal of increasing their household self-sufficiency and enhancing the local economy (\$26,000).
- 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 (\$30,000.00).

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 (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (251-701-69426-956.035), Family Promise of West Michigan (251-701-69426-956.311 and 251-701-69426-956.312), Heart of West Michigan United Way (251-701-17526-956.036), Hispanic Center of Western Michigan (251-701-69426.956.043), Home Repair Services of Kent County (251-701-69426-956.085), and Legal Aid of Western Michigan (251-701-69426-956.304).

ATTACHMENTS

Resolutions To Authorize

Contracts

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CITY of WYOMING

SUBRECIPIENT CONTRACT (HISPANIC CENTER OF WESTERN MICHIGAN)

This Subrecipient Contract is made as of July 1, 2025, to be effective through June 30, 2026, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Hispanic Center of Western Michigan, a Michigan non-profit corporation of 1204 Cesar E. Chavez Avenue 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. Subrecipient's mission includes providing individuals from low-moderate income households with employment training and experience necessary for career success. 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 objective of this Contract (**Program Objectives**) (i) Employment Training: to provide underserved low-moderate income individuals with little or no work experience with employment training.

2. Subrecipient's Services.

A. Subrecipient services for Employment Training will include:

1. Comprehensive job readiness training, mentorship, and worksite placements through partnerships with local businesses and community organizations to help students develop employability skills, build professional networks, and increase their future career opportunities.

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. 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 and determine the appropriate level of assistance for the client. Income levels are to be based upon household size, and not just the student participant.

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 of aware of such organization by City or others. All participants must be residents of the City of Wyoming.

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 client eligibility. The City of Wyoming will not reimburse the subrecipient for employment training payments made to participants.

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 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, 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 Fair Treatment Policy (accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

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

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

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

8. Records, Reports, and Information.

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

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

C. 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, 2026, 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.

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 – Hispanic Center of Western 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 -L6KKZXD3VMK5

City Federal Award Identification Number – B-25-MC-26-0020

City Federal Award Date – July 1, 2025

Subaward Period of Performance Start & End Date – July 1, 2025-June 30, 2026

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$26,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$26,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$26,000.00**

Federal Award Project Description – (i) Employment Training: to provide underserved low-moderate income individuals with little or no work experience with employment training.

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.

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

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

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

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

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

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

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

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

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

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

7. Time of Performance. On July 1, 2025, 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, 2026, unless otherwise terminated pursuant to the terms of this Contract. **However, subrecipient must have expended at least 90% of the total program year contract amount AND invoiced the City of Wyoming for reimbursement no later than April 10, 2026.**

8. Compensation and Payment

A. The City of Wyoming does not guarantee reimbursement to subrecipient until the City receives the CDBG grant award from HUD. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.

B. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$26,000.00** from City's CDBG funds for its program.

C. 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 **\$26,000.00** from City's CDBG funds.

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

E. 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, 2026.

F. 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.

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

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

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

11. Finance Procedures.

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

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

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

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

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

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

15. Audits and Inspections.

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

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

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

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

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

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

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

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

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

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

19. Indemnification and Insurance.

A. Subrecipient will hold City (defined for purposes of this section 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."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wyoming

Hispanic Center of Western Michigan

By: _____
Kent Vanderwood, Mayor

By: _____
Troy Cumings, Board Chair

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Melissa Boughner, President

Date signed: June __, 2025

Date signed: June __, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Approved by City Council on June 16, 2025

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT WITH HOME REPAIR SERVICES OF KENT COUNTY, INC

WHEREAS:

1. The City has identified as a high priority in its 2021-2026 City of Wyoming Consolidated Housing and Community Development Plan the 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 2025-2026 budget, which includes these services. These funds shall be available in Account No. 251-701-69426-956.085

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Home Repair Activities Agreement with Home Repair Services of Kent County, Inc.
2. The Wyoming City Council authorizes the Mayor and City Clerk 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Staff Report

Date: June 11, 2025

Subject: Community Development Block Grant Subrecipient Contracts

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 16, 2025

RECOMMENDATION

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000). 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 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

DISCUSSION

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

The Wyoming City Council approved the 2025-2026 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 (\$10,000.00).
- 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 (\$19,000.00) 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).
- Hispanic Center of Western Michigan – Employment Training: 30 low/moderate-income persons with little or no employment training will receive job skills training with the goal of increasing their household self-sufficiency and enhancing the local economy (\$26,000).
- 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 (\$30,000.00).

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 (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (251-701-69426-956.035), Family Promise of West Michigan (251-701-69426-956.311 and 251-701-69426-956.312), Heart of West Michigan United Way (251-701-17526-956.036), Hispanic Center of Western Michigan (251-701-69426.956.043), Home Repair Services of Kent County (251-701-69426-956.085), and Legal Aid of Western Michigan (251-701-69426-956.304).

ATTACHMENTS

Resolutions To Authorize

Contracts

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CITY OF WYOMING

SUBRECIPIENT CONTRACT

(HOME REPAIR SERVICES OF KENT COUNTY, INC.)

This Subrecipient Contract is made as of July 1, 2025, to be effective through June 30, 2026, 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 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 Fair Treatment 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, 2026, 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-25-MC-26-0020

City Federal Award Date – July 1, 2025

Subaward Period of Performance Start & End Date – July 1, 2025-June 30, 2026

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, 2025, 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, 2026, unless otherwise terminated pursuant to the terms of this Contract. ***However, subrecipient must have expended at least 90% of the total program year contract amount AND invoiced the City of Wyoming for reimbursement no later than April 10, 2026.***

12. Compensation and Payment.

A. The City of Wyoming does not guarantee reimbursement to subrecipient until the City receives the CDBG grant award from HUD. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.

B. 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.

C. 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.

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

E. Subrecipient agrees to expend the funds on a quarterly reimbursable basis, with the final monthly invoice due by June 25, 2026. Invoices must be submitted with accompanying receipts, property addresses, accomplishments, and program income.

F. 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.

G. 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 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. 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 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.

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: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Approved by City Council on June 16, 2025

Home Repair Services of Kent County, Inc.

By: _____
Adam Homan, Chairperson

Date signed: _____, 2025

By: _____
Joel Ruiter, Executive Director

Date signed: _____, 2025

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT 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 this service 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 2025-2026 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 2025-2026 budget, which includes these services. These funds shall be available in Account No. 251-701-17526-956.036

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Continuum of Care Activities Agreement with the Heart of West Michigan United Way.
2. The Wyoming City Council authorizes the Mayor and City Clerk 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Staff Report

Date: June 11, 2025

Subject: Community Development Block Grant Subrecipient Contracts

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 16, 2025

RECOMMENDATION

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000). 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 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

DISCUSSION

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

The Wyoming City Council approved the 2025-2026 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 (\$10,000.00).
- 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 (\$19,000.00) 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).
- Hispanic Center of Western Michigan – Employment Training: 30 low/moderate-income persons with little or no employment training will receive job skills training with the goal of increasing their household self-sufficiency and enhancing the local economy (\$26,000).
- 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 (\$30,000.00).

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 (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (251-701-69426-956.035), Family Promise of West Michigan (251-701-69426-956.311 and 251-701-69426-956.312), Heart of West Michigan United Way (251-701-17526-956.036), Hispanic Center of Western Michigan (251-701-69426.956.043), Home Repair Services of Kent County (251-701-69426-956.085), and Legal Aid of Western Michigan (251-701-69426-956.304).

ATTACHMENTS

Resolutions To Authorize

Contracts

###

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, 2025, to be effective through June 30, 2026, 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 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 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, 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 Fair Treatment Policy (accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

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

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

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

8. Records, Reports, and Information.

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

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

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

D. 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 -MDKNHGACNNS8

City Federal Award Identification Number – B-25-MC-26-00202020

City Federal Award Date – July 1, 2025

Subaward Period of Performance Start & End Date – July 1, 2025-June 30, 2026

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.

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.

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

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

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

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

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

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

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

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

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

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

7. Time of Performance. On July 1, 2025, 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, 2026, unless otherwise terminated pursuant to the terms of this Contract. ***However, subrecipient must have expended at least 90% of the total program year contract amount AND invoiced the City of Wyoming for reimbursement no later than April 10, 2026.***

8. Compensation and Payment.

A. The City of Wyoming does not guarantee reimbursement to subrecipient until the City receives the CDBG grant award from HUD. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.

B. 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.

C. 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.

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

E. 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, 2026.

F. 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.

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

9. Continued Funding. City makes no implied or explicit guarantee, offer, or representation of future City funding beyond termination

of this Contract. City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding under this Contract pursuant to the terms and conditions of Section 31.

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

11. Finance Procedures.

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

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

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

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

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

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

15. Audits and Inspections.

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

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

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

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

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

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

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

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

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

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

19. Indemnification and Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wyoming

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 __, 2025

Date signed: June __, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Approved by City Council on June 16, 2025

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT 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, as well as fair housing counseling and education. The Wyoming City Council desires to invest \$10,000 in this service.
3. The Wyoming City Council has approved the 2025-2026 budget, which includes these services. These funds shall be available in Account No. 251-701-69426-956.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.
2. The Wyoming City Council authorizes the Mayor and City Clerk 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Staff Report

Date: June 11, 2025

Subject: Community Development Block Grant Subrecipient Contracts

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 16, 2025

RECOMMENDATION

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000). 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 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

DISCUSSION

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

The Wyoming City Council approved the 2025-2026 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 (\$10,000.00).
- 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 (\$19,000.00) 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).
- Hispanic Center of Western Michigan – Employment Training: 30 low/moderate-income persons with little or no employment training will receive job skills training with the goal of increasing their household self-sufficiency and enhancing the local economy (\$26,000).
- 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 (\$30,000.00).

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 (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (251-701-69426-956.035), Family Promise of West Michigan (251-701-69426-956.311 and 251-701-69426-956.312), Heart of West Michigan United Way (251-701-17526-956.036), Hispanic Center of Western Michigan (251-701-69426.956.043), Home Repair Services of Kent County (251-701-69426-956.085), and Legal Aid of Western Michigan (251-701-69426-956.304).

ATTACHMENTS

Resolutions To Authorize

Contracts

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CITY OF WYOMING

SUBRECIPIENT CONTRACT (FAIR HOUSING CENTER OF WEST MICHIGAN)

This Subrecipient Contract is made as of July 1, 2025, to be effective through June 30, 2026, 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. City also supports the administration of Fair Housing services through Subrecipient.
- C. City desires to provide partial funding to the Subrecipient to provide Fair Housing Services.

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 Counseling; (ii) Fair Housing Complaint Processing and Testing in Support of a Complainant; and (iii) Fair Housing Education.

- 2. Subrecipient's Services.

A. Subrecipient services will include:

- 1. Subrecipient will accept requests from Wyoming households desiring fair housing services 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.

The Subrecipient shall provide housing counseling and referrals to individual housing consumers and housing providers. Subrecipient shall connect people with resources to help them locate housing options; to stave off eviction, foreclosure, or instability; to identify or access available housing programs; and to combat or address conflicts or inequities with their housing providers and/or housing services.

Subrecipient will provide complaint investigation and determination services in response to inquiries about and allegations of housing discrimination within the City's LMA which FHCWM may receive, from any source. Subrecipient shall utilize, in their expert opinion, any and all necessary methods of acceptable investigation, fair housing testing, etc. to determine the merits of such complaints. Activities include, but are not limited to, fair housing complaint intake, investigation, management and resolution; fair housing advocacy on behalf of individuals; fair housing testing; investigative research; and administrative referral, administrative filing, attorney referral, mediation/conciliation and resolution as appropriate and warranted.

The subrecipient will conduct a community outreach program to educate housing consumers, professionals, community organizations, and the general public throughout the City's LMA concerning fair housing. FHCWM will disseminate fair housing information to and respond to fair housing inquiries. Outreach materials may include (but are not necessarily limited to) organizational fact sheets, brochures, guides, posters, e-newsletters, and video, audio and/or print public service announcements (PSA) designed by FHCWM and/or the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD), to promote the identification and reporting of housing discrimination.

Subrecipient will invoice and collect from the City a maximum total of **TEN THOUSAND and NO/100 DOLLARS (\$10,000.00)** to be used to reimburse the Subrecipient the cost of providing fair housing services.

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 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, 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 Fair Treatment Policy (accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

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

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

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

8. Records, Reports, and Information.

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

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

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

D. 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-25-MC-26-0020

City Federal Award Date – July 1, 2025

Subaward Period of Performance Start & End Date – July 1, 2025-June 30, 2026

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

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

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

Federal Award Project Description – Fair Housing Center of West Michigan: The Subrecipient shall use CDBG funds allocated by the City for (i) Fair Housing Counseling; (ii) Fair Housing Complaint Processing and Testing in Support of a Complainant; and (iii) Fair Housing Education.

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.

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

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

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

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

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

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

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

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

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

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

7. Time of Performance. On July 1, 2025, 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, 2026, unless otherwise terminated pursuant to the terms of this Contract. **However, subrecipient must have expended at least 90% of the total program year contract amount AND invoiced the City of Wyoming for reimbursement no later than April 10, 2026.**

8. Compensation and Payment.

A. The City of Wyoming does not guarantee reimbursement to subrecipient until the City receives the CDBG grant award from HUD. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.

B. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$10,000.00** from City's CDBG funds for its program.

- C. 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 **\$10,000.00** from City's CDBG funds.
- D. Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- E. 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, 2026.
- F. 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.
- G. Subrecipient must comply with 24 CFR Part 24. Therefore, HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient must check all contractors, subcontractors, and vendors against the federal publication that lists debarred and ineligible contractors found at <https://www.sam.gov>.
9. Continued Funding. City makes no implied or explicit guarantee, offer, or representation of future City funding beyond termination of this Contract. City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding under this Contract pursuant to the terms and conditions of Section 31.
10. Financial Transparency. Transparency and full disclosure relating to the sources and uses of public funds are important objectives to be accomplished by this Contract. Subrecipient will disclose it has received funding by the City CDBG Funds in support of its programs. That disclosure will be posted on Subrecipient's website (saying it receives funds from the City of Wyoming CDBG program) during the term of this Contract. Subrecipient will maintain an operational internet website accessible to the general public.
11. Finance Procedures.
- A. Regardless of any other provision of this Contract, upon notice to Subrecipient, City, in its sole discretion, has authority to suspend, reduce, or disallow any payment(s) of funds to Subrecipient when Subrecipient's internal fiscal controls and records are changed without City's written approval, or when, in City's opinion, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
- B. Unearned payments under this Contract may be suspended by City upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of City.
- C. Unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.
12. Donations and Fees. Subrecipient has not sought and will not seek donations or fees for Services provide under this Contract. If donations are received by Subrecipient in connection with provision of services with this Contract Subrecipient will include the amounts in Subrecipient's monthly financial reports disclosing disposition of such donations and fees.
13. Contract Modifications. From time to time, City may expand, diminish, or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which Subrecipient is required to perform pursuant to this Contract if those modifications are mutually agreed upon by City and Subrecipient, and incorporated in signed, written amendments to this Contract after City's approval.
14. Subrecipient's Failure to Perform. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.
- A. City, in its sole discretion, will determine whether the work is satisfactorily completed.
- B. If City determines the work or services provided under this Contract has not been performed in a timely or satisfactory manner, City shall notify Subrecipient and allow Subrecipient 10 days to cure that failure to perform.
- C. If Subrecipient fails to cure as provided in subsection B, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in payments to Subrecipient.
- D. If Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, City may, in its sole discretion, reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- E. If Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, City, in its sole discretion and without notice, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided by this Contract.
- F. If this Contract is terminated:
1. Subrecipient will provide any successor service providers for clients with information needed to provide those Services to the client, subject to Subrecipient's professional ethical obligations as stated in Section 3.
 2. Subrecipient will receive just and equitable compensation for any work Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 18.F.3.b below.
 3. Nothing in this Contract shall:
 - a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b. Relieve Subrecipient of any liability to City for damages City sustains as a result of Subrecipient's breach of this Contract, and, if it sustains such damages, City may withhold as a set off any payments due Subrecipient until an exact amount of damages City sustained is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
15. Audits and Inspections.

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

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

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

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

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

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

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

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

19. Indemnification and Insurance.

A. Subrecipient will hold City (defined for purposes of this section 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."

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

limitations, and precautions to reduce transmission of infectious diseases.

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wyoming

FAIR HOUSING CENTER OF WEST MICHIGAN

By: _____
Kent Vanderwood, Mayor

By: _____
Sharon Smith, Board President

Date signed: June __, 2025

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Approved by City Council on June 16, 2025

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT 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 \$19,000 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 2025-2026 budget, which includes these services. The re-housing financial assistance funds shall be available in Account No. 251-701-69426-956.311 and the re-housing stabilization services shall be available in Account No. 251-701-69426-956.312.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Re-Housing and Stabilization Activities Agreement between the City of Wyoming and Family Promise of West Michigan.
2. The Wyoming City Council authorizes the Mayor and City Clerk 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Staff Report

Date: June 11, 2025

Subject: Community Development Block Grant Subrecipient Contracts

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

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: June 16, 2025

RECOMMENDATION

It is recommended the City Council enter the attached contracts with the following entities: Fair Housing Center of West Michigan (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000). 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 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

DISCUSSION

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

The Wyoming City Council approved the 2025-2026 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 (\$10,000.00).
- 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 (\$19,000.00) 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).
- Hispanic Center of Western Michigan – Employment Training: 30 low/moderate-income persons with little or no employment training will receive job skills training with the goal of increasing their household self-sufficiency and enhancing the local economy (\$26,000).
- 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 (\$30,000.00).

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 (\$10,000), Family Promise of West Michigan (\$29,000), Heart of West Michigan United Way (\$5,000), Hispanic Center of Western Michigan (\$26,000), Home Repair Services of Kent County (\$90,000), and Legal Aid of Western Michigan (\$30,000).

Sufficient funds are available in the following activity accounts: Fair Housing Center of West Michigan (251-701-69426-956.035), Family Promise of West Michigan (251-701-69426-956.311 and 251-701-69426-956.312), Heart of West Michigan United Way (251-701-17526-956.036), Hispanic Center of Western Michigan (251-701-69426.956.043), Home Repair Services of Kent County (251-701-69426-956.085), and Legal Aid of Western Michigan (251-701-69426-956.304).

ATTACHMENTS

Resolutions To Authorize

Contracts

###

CITY OF WYOMING

SUBRECIPIENT CONTRACT (FAMILY PROMISE OF WEST MICHIGAN)

This Subrecipient Contract is made as of July 1, 2025, to be effective through June 30, 2026, 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 \$19,000.00. 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 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, 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 Fair Treatment Policy (accessible at <https://www.wyomingmi.gov>) will comply with the language assistance requirement.

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

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

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

8. Records, Reports, and Information.

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

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

C. 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, 2026, 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-25-MC-26-0020

City Federal Award Date – July 1, 2025

Subaward Period of Performance Start & End Date – July 1, 2025-June 30, 2026

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient **\$29,000.00 Total**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation -

\$29,000.00 Total

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$29,000.00 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 (\$19,000.00), 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.

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

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

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

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

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

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

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

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

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

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

7. Time of Performance. On July 1, 2025, 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, 2026, unless otherwise terminated pursuant to the terms of this Contract. **However, subrecipient must have expended at least 90% of the total program year contract amount AND invoiced the City of Wyoming for reimbursement no later than April 10, 2026.**

8. Compensation and Payment

A. The City of Wyoming does not guarantee reimbursement to subrecipient until the City receives the CDBG grant award from HUD. The City will notify the subrecipient when the new grant has been received and the subrecipient is authorized to expend funds. The City does not guarantee invoice reimbursement if the subrecipient chooses to expend funds prior to the City's written authorization.

B. As full compensation for Subrecipient's satisfactory performance under and completion of this Contract, City will pay Subrecipient up to **\$29,000.00** from City's CDBG funds for its program.

C. 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 **\$29,000.00** from City's CDBG funds.

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

E. 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, 2026.

F. 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.

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

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

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

11. Finance Procedures.

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

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

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

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

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

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

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

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

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

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

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

F. If this Contract is terminated:

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

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

3. Nothing in this Contract shall:

- a. Deprive City of any additional rights or remedies, either at law or equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which City may respectively assert against Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
- b. Relieve Subrecipient of any liability to City for damages City sustains as a result of Subrecipient's breach of this Contract, and, if it sustains such damages, City may withhold as a set off any payments due Subrecipient until an exact amount of damages City sustained is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.

15. Audits and Inspections.

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

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

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

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

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

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

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

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

19. Indemnification and Insurance.

A. Subrecipient will hold City (defined for purposes of this section 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."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, Clerk

Date signed: June __, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Approved by City Council on June 16, 2025

Fair Housing of West Michigan

By: _____
Tenisa Frye, CEO

Date signed: June __, 2025

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE RESURFACING OF BURLINGAME AVENUE FROM
36TH STREET TO 52ND STREET

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to resurface Burlingame Avenue from 36th Street to 52nd Street.
2. The Michigan Department of Transportation has submitted the attached City-State Agreement, Contract Number 25-5287, outlining the rights and obligations for the parties.
3. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$700,000, which can be financed out of the Major Streets Fund, Capital Outlay Street Resurfacing Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the City Manager and City Clerk to execute the attached Agreement with MDOT for resurfacing of Burlingame Avenue from 36th Street to 52nd Street on June 16, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2025.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: June 3, 2025

Subject: City-State Agreement for Resurfacing of Burlingame Avenue

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended City Council authorize the City Manager and City Clerk to execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the resurfacing of Burlingame Avenue from 36th Street to 52nd Street. The City of Wyoming's share of the project is approximately \$700,000.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

Attached is a City-State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the resurfacing of Burlingame Avenue from 36th Street to 52nd Street. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$2.4 million-dollar project is approximately \$700,000.

This work is expected to occur late summer and early fall of 2025.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund, Capital Outlay Street Resurfacing Account No. 202-441-46300-972.510.

STP

DA

Control Section	STU 41000
Job Number	215837CON
Project	25A0633
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5287

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 23, 2025, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along Burlingame Avenue from 52nd Street to 36th Street; including concrete sidewalk, curb and gutter, curb ramps and permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$ 1,719,080 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies

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that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



Approved as to form:



Heather Chapman, Deputy City Attorney

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May 23, 2025

EXHIBIT I

CONTROL SECTION	STU 41000
JOB NUMBER	215837CON
PROJECT	25A0633

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$2,410,503
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,410,503
Less Federal Funds*	<u>\$1,719,080</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 691,423

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
PUMP REPAIR AND MOTOR RECONDITIONING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from KSB Dubric, Inc. for the repair of one low service pump and recondition of one motor in the total estimated amount of \$98,675.00.
2. It is also recommended City Council authorize a contingency in the amount not to exceed 20%.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from KSB Dubric, Inc. for pump repair and motor reconditioning.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.
4. 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: June 4, 2025

Subject: DWP Pump Repair and Motor Reconditioning

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from KSB Dubric, Inc. for the repair of one low service pump and recondition of one motor in the amount of \$98,675.00 plus a 20% contingency for a total estimated amount of \$120,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

There are six pumps located in the Drinking Water Plant's Low Service Building that deliver raw water from Lake Michigan to the main treatment facility. One of these units is a vertical turbine pump with a capacity of 22.3 million gallons per day. It measures over 50 feet in length and is powered by a 4,160-volt 600-horsepower motor. This type of pump relies on seal water technology to cool and lubricate the shaft and bearings.

Recently, while operating this pump, there was an unexpected loss of seal water. As a result, critical components overheated, and the pump seized. To prevent a recurrence, the SCADA system has since been programmed to automatically shut down the pump if a loss of seal water is detected.

Given the nature of the failure, it is recommended to inspect and recondition the motor while the pump is being repaired. To facilitate the repair and reconditioning, utility staff contacted two companies with the specialized expertise and equipment necessary to handle pumps and motors of this scale. Both vendors reviewed the project and submitted proposals. A cost summary is included in the tabulation below.

After evaluating the proposals, KSB Dubric was identified as the lowest qualified bidder. The company has a nationwide presence in the pump industry and operates a local service center in Comstock Park. Until the pump and motor can be pulled and disassembled for inspection, it is unknown if repairs outside of the proposed work will be required. Therefore, it is recommended that the City Council accept KSB Dubric's proposal in the amount of \$98,675.00, with a 20% contingency allowance, for a total estimated amount of \$120,000.00.

TABULATION:

Bidder	Motor Recondition Estimate	Pump Recondition Estimate	Total Estimated Amount
KSB Dubric, Inc.	Included	Included	\$98,675.00
Peerless Midwest, Inc.	\$36,891.24	\$87,797.11	\$124,688.35

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant capital outlay account 591-537-57300-986.444.

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means: KSB Dubric, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3737 Laramie Dr NE
[Contractor's street address]
Comstock Park, MI 49321
[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.


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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:


Heather Chapman, Deputy City Attorney

KSB Dubric, Inc.

By:  _____
[Signature of officer, director, or principal of Contractor]
Jeff Koeper /President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 4, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Contractor and all Contractor'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. Permits and Inspections. Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.

2. Contractor will be required to 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 amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective 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 Contractor 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, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor 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. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

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

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

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

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall 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 Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor 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. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. 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.

8. Payment to Contractor.

A. Contractor 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 Contractor 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 all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor 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. Contractor 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.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor 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.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. 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. On construction projects state sales taxes are applicable on materials only.

13. 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 the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

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

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of 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 Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the 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 noncompliance 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 16.B if it has previously done so with respect to any noncompliance 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor 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 Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$1,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance 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 of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence \$1,000,000	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). \$9,000,000	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 shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	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 contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor 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**

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

May 15, 2025

MFG: Ruhrpumpen

Model: Low Service Pump #6

The standard repair includes the following: removal, rebuild, reinstall.

- Replacement of wearable components
 - o Bronze Bushing
 - o Impeller Wear Rings
 - o Casing Rings
 - o Keys
 - o Seals/packing
 - o Hardware and software
 - o Suction Strainer
 - o Fabricate 3 new shafts
 - o Fabricate new shaft couplings
 - o Balance impeller
 - o Motor rebuild - disassemble, clean, wash stator, bake to dry, surge test, check rotor for open or broken bars, measure fits, balance, insulate windings, new bearings, assemble, test run vibration test, and paint.
- Coating of all interior components with an NSF 61 approved coating

➔ Repair Cost	\$ 98,675.00
➔ NTE repair Cost	\$ 250,000.00
➔ Hourly Rate	\$ 150.00

Workmanship and materials warranty of 1 year from installation.

Completion: Estimated completion for this project is 7-9 weeks. All final deliveries are based on date of order, workload at time of order, and customer delivery needs.

Respectfully;

Greg Pott
Senior Account Manager
Ksb SupremeServ
By KSB Dubric, Inc.
Office: (616) 784-6355
Mobile: (616) 340-3394
Fax: (616) 784-7134
Email: greg.pott@ksb.com

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR
OF A TRANSMISSION PIPELINE LEAK

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency repair of a transmission pipeline leak and to authorize payment to Velting Contractors, Inc. in the amount of \$231,753.89.

NOW, THEREFORE, BE IT RESOLVED:

2. City Council concurs with the emergency repair of a transmission pipeline leak.
3. City Council authorizes payment to Velting Contractors, Inc.

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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

Resolution No. _____

STAFF REPORT

Date: June 4, 2025

Subject: Transmission Main Emergency Leak Repair

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended that the City Council concur with the emergency repair of a transmission pipeline leak by Velting Contractors, Inc. in the amount of \$231,753.89.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Drinking Water Plant utilizes two large-diameter transmission pipelines to convey water to the City of Wyoming and its wholesale customers. On Monday, April 28, a leak on the 42" transmission pipeline was discovered adjacent to the Macatawa River.

Due to the critical function of the transmission pipeline, three contractors with expertise and experience in similar work were contacted to review the scope of the emergency repair. After review, only Velting Contractors, Inc. was both willing and equipped to undertake the repair.

Following City Manager approval, Velting Contractors began mobilizing on Friday, May 1. The location of the leak presented additional challenges, including the need to coordinate access with three farmland property owners, deploy temporary roadway mats, install steel sheet piling at the river, and dewater several feet below river level.

As suspected by utility staff, excavation revealed a corroded valve beneath the river level as the source of the leak. The transmission main was shut down and dewatered to facilitate repairs, which were successfully completed over the course of three weeks.

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account 591-537-56300-930.000.

Attachment:
Invoice

PROJECT PHOTOS:







1105 Electric Ave.
Wayland, MI 49348

Velting Contractors, Inc.
EXCAVATION • GRADING • BACKFILLING
SEWER and ROAD CONTRACTORS
CRANE - BULLDOZER SERVICE + TRUCKING
PHONE (616)949-6660 FAX (616)949-8168

Bill To: City of Wyoming
1155 28th ST SW
Wyoming, MI 49509

Invoice

20347 6/4/2025

Re: Wyoming Waterline Rpr

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
25028			Net 30 Days	7/4/2025
Description	Quantity	U/M	Rate/Unit	Price
Kenworth Tandem Dump	19.25	HR	150.00	2,887.50
Kenworth Carry All	16.00	HR	160.00	2,560.00
John Deere 345G Excavator	84.00	HR	260.00	21,840.00
Takeuchi TL10 Tracked Loader	47.00	HR	210.00	9,870.00
Komatsu WA320 Loader	100.50	HR	230.00	23,115.00
Pipe Layer	108.50	HR	100.00	10,850.00
Labor	117.00	HR	95.00	11,115.00
Farm Field Rental - Fred Palmbos	1.00	LS	1,000.00	1,000.00
Brewers Dock - Rip-Rap	1.00	TN	85.48	85.48
Diversified Dewatering	1.00	LS	8,565.60	8,565.60
Etna Supply	1.00	LS	3,520.43	3,520.43
Grand Equipment - ORT Rental	1.00	LS	10,600.00	10,600.00
Great Lakes Excavating - 6A Stone	44.35	TN	22.29	988.56
Kerkstra - Porta-John	1.00	LS	185.00	185.00
King & Company - Ters	1.00	LS	86,250.00	86,250.00
Lakeshore Sand - Sand	40.00	CY	6.89	275.60
Wittenbach Services - Clearing	1.00	LS	5,000.00	5,000.00
Wolverine Mat - Rental	1.00	LS	19,453.32	19,453.32
10% Markup of Subs & Material	1.00	LS	13,592.40	13,592.40

Subtotal \$ 231,753.89
Sales Tax (if applicable) \$ 0.00

Total Due \$ 231,753.89

Building Quality Infrastructure Through Integrity, Experience and Service
AN EQUAL OPPORTUNITY EMPLOYER

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF LABORATORY TESTING SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for the purchase of laboratory testing supplies for the Wastewater Treatment Plant laboratory from Environmental Express, Inc. at the unit prices as listed in the attached contract.
2. It is estimated the City will spend approximately \$21,000 for laboratory testing supplies through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of laboratory testing supplies from Environmental Express, Inc. through June 30, 2026.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

Staff Report

Date: June 5, 2025

Subject: Environmental Express Laboratory Supplies Purchase

From: Peter Minnich, Laboratory Services Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of laboratory testing supplies for the Wastewater Treatment Plant laboratory from Environmental Express, Inc. at the unit prices as listed in the attached contract, up to an estimated amount of \$21,000 through June 30, 2026.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability

DISCUSSION:

The Wastewater Treatment Plant is required to conduct testing for regulatory and process control and compliance as well as industrial user monitoring. The wastewater plant laboratory uses a significant amount of consumable supplies such as testing tubes and bottles for some of the more specialized testing.

On Tuesday, April 29, 2025, the City Clerk received zero bids for these specialized laboratory testing supplies. Eighty-five invitations to bid were sent out to prospective bidders with seventeen downloading the specifications of the bid.

Because of this, staff reached out to the company (Environmental Express, Inc.) that had historically provided the lowest prices for these products and has been the only company able to provide all of the specialized products from one source. Environmental Express provided a quotation for these products, with unit price increases of between two and six percent from the current year.

Environmental Express, Inc. agreed to the terms and conditions of the contract and will hold the prices firm through June 30, 2026. It is estimated that approximately \$21,000 will be spent on these supplies.

BUDGET IMPACT:

Funds for the purchase of the Environmental Express laboratory testing supplies are budgeted for every year and are available in the Sewer Fund Lab Services account 590-536-54310-740.000.

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: June 17, 2025.

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: Environmental Express, Inc

[Name of supplying entity]
A Delaware Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2345 Charleston Regional Pkwy
[Supplier's street address]
Charleston, SC 29492
[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

Supplier: Environmental Express, Inc

By: _____
John Shay, City Manager

By: Joe Boyd
[Signature officer, director, or principal of Supplier]
Layota Yom, Customer Experience Supervisor
[Typed/Printed Name & Title of Person Signing for Supplier]

Approved as to form:

Date signed: May 30, 2025



Heather Chapman, Deputy City Attorney

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://usfcr.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 fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

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

C. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of

Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

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 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 noncompliance 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 noncompliance 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.

A. 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

Sales Quote

2345-A Charleston Regional Parkway
 Charleston, SC 29492

Telephone: 843-881-6560
 Fax: 843-881-3964

Sales Quote No.	10670877-A
Customer No.	COWMIWYO

Bill To

CITY OF WYOMING - WWTP
 PO BOX 905
 WYOMING, MI 49509-0905

Ship To

CITY OF WYOMING
 CLEAN WATER PLANT
 2350 IVANREST AVE SW
 GRANDVILLE, MI 49418

Telephone: 616-261-3550

Quote Date	Ship Via		Freight Terms	Customer PO Number	Payment Method	
04/09/25	BEST - UPS GRD		FOB DESTINATION		NET 30	
Entered By				Ordered By		Resale Number
Jordan Darr				PETER MINNICH		
Order Quantity	Shipped Quantity	Tax	Item Number / Description		Unit Price	Extended Price
40.00	40.00	Y	GUP047MM SPE - 47mm UltraPrep® Preactivated Disks, 20pk		140.00	5,600.00
8.00	8.00	Y	G3025 SPE - Snip and Pour O/G Standard, 10mL, 20pk, 40mg HEM		160.00	1,280.00
1.00	1.00	Y	G3004 SPE - O/G Standard, 10mL tubes, 4mg HEM, 20pk		160.00	160.00
72.00	72.00	Y	G1407 StepSaver - Sleeve Gasket, Ea		15.00	1,080.00
10.00	10.00	Y	B0015 COD Digestion Vials Hg Free 0-1500mg/L 100pk Environmental Express now offers the required COD Disposal Program for your vials. Contact us today for your next order. **Dangerous Goods in Excepted Quantities**		200.00	2,000.00
8.00	8.00	Y	C8100C SimpleDist Tubes - Micro Distillation, Cyanide, 100pk		1,000.00	8,000.00

Print Date	04/09/25
Print Time	03:41:54 PM
Page No.	1

Printed By: Jordan Darr

Continued on Next Page

CURRENCY: USD

Sales Quote

2345-A Charleston Regional Parkway
Charleston, SC 29492

Telephone: 843-881-6560
Fax: 843-881-3964

Sales Quote No.	10670877-A
Customer No.	COWMIWYO

Bill To

CITY OF WYOMING - WWTP
PO BOX 905
WYOMING, MI 49509-0905

Ship To

CITY OF WYOMING
CLEAN WATER PLANT
2350 IVANREST AVE SW
GRANDVILLE, MI 49418

Telephone: 616-261-3550

Quote Date	Ship Via		Freight Terms	Customer PO Number	Payment Method	
04/09/25	BEST - UPS GRD		FOB DESTINATION		NET 30	
Entered By					Ordered By	Resale Number
Jordan Darr					PETER MINNICH	
Order Quantity	Shipped Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			PLEASE REFER TO THE QUOTE NUMBER AT THE TOP OF THIS PAGE WHEN ORDERING. ***** ***** ** FREIGHT INCLUDED. ** FREIGHT WILL BE F.O.B. DESTINATION: NO ADDITIONAL CHARGES WILL APPLY. ** THESE PRODUCT PRICES ARE VALID THROUGH JUNE 30, 2026. <div>Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities</div>			

Print Date	04/09/25
Print Time	03:41:54 PM
Page No.	2

Printed By: Jordan Darr

Subtotal	18,120.00
Order Total	18,120.00

CURRENCY: USD

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO GRAND ELK RAILROAD, INC.,
FOR ANNUAL MAINTENANCE OF TRAFFIC CONTROL DEVICES AT
RAILROAD CROSSINGS IN THE CITY OF WYOMING

WHEREAS:

1. As detailed in the staff report, it is recommended the City Council authorize payment to Grant Elk Railroad, Inc. in the amount of \$28,494.21 for the maintenance of traffic control devices for 2024.
2. State of Michigan Act 354 of 1993 requires that all road authorities participate in the annual maintenance cost of railroad crossings with active traffic control devices.
3. Funds are available in the Major Streets Fund, Traffic Services Repairs and Maintenance Account No. 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment to Grand Elk Railroad, Inc. for annual maintenance of traffic control devices to railroad crossings in the amount of \$28,494.21.

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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Invoice
Bill No. 4252

STAFF REPORT

Date: June 3, 2025

Subject: Authorize Payment for 2024 Annual Maintenance of Traffic Control Devices at Railroad Crossings

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended the City Council authorize payment to Grand Elk Railroad, Inc., in the amount of \$28,494.21 for the cost of annual maintenance on its control devices for the 2024 calendar year.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

Grant Elk Railroad, Inc. owns railroad tracks within the City of Wyoming, crossing several major streets which require the use of proper traffic control devices including flashing signals and cantilever arms. Per the MCL 462.311, State of Michigan Act 354 of 1993, the road authorities participate in the annual maintenance cost of the railroad crossings with active traffic control devices. The rate per crossing is established in Act 354 and depends on the various traffic control devices at each location. Grand Elk Railroad, Inc. has completed maintenance of these traffic control devices for 2024 calendar year and has submitted an invoice to the City of Wyoming in the amount of \$28,494.21.

BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Traffic Services Repairs and Maintenance Account No. 202-441-47400-930.000.



WATCO

Grand Elk Railroad, Inc.
315 West 3rd Street
Pittsburg KS 66762

Invoice

For Billing Questions or Disputes Contact:

Sold-To-Party

CITY OF WYOMING
1155 28th St. SW
Wyoming MI 49509

Information

Invoice Number 92567147
Invoice Date 05/29/2025
PO No. 2024-Signal Mainte
PO Date 05/29/2025
Customer No. 9029
Invoice Amt 28,494.21

Terms of Payment 30 Days

Include Invoice Number with Payment

Bill-To-Party:

CITY OF WYOMING
1155 28th St. SW
Wyoming MI 49509

Additional Billing Comments:

Item	Material Description	Quantity	Unit Price	Total
10	2024-Signal Maint-MCL 462315(3)	1 EA	28,494.21	28,494.21
Total Amount in Currency USD				28,494.21

Please Remit Check Payments to:

Grand Elk Railroad, Inc.
39575 Treasury Center
Chicago, IL 60694-9500

Please Remit ACH or EFT Payments to:

BMO Harris Bank
ABA# 071000288
ACCOUNT# 1430137371
ACCT NAME: Watco Companies, L.L.C.



Grand Elk Railroad, Inc
315 W 3rd St
Pittsburg, KS 66762

Bill-To-Party	Information
City of Wyoming 1155 28th St SW Wyoming, MI 49509 accountspayable@wyomingmi.gov	Invoice Number Invoice Date Customer No. PO Number Invoice Amount Terms of Payment
	2024- Signal Maintenance 5/29/2025 9029 MCL 462315(3) \$ 28,494.21 Due Upon Receipt

**Listing of Active Crossing Traffic Control Devices
and Road Authority Fee Schedule in Accordance with
MCL 462.315(3) - RAILROAD CODE OF 1993 - Act 354 of 1993**

Current schedule of fees - Effective 7-1-2022

Type Code	Rate	Description
Type 1	\$ 1,521.75	Flashing signals on single track
Type 2	\$ 3,057.37	Flashing signals and gates on a single track
Type 3	\$ 2,244.77	Flashing signals with cantilever arm on a single track
Type 4	\$ 3,454.07	Flashing signals with cantilever arm with gates on a single track
Type 5	\$ 3,619.36	Flashing signals and gates on multiple tracks
Type 6	\$ 4,640.97	Flashing signals with cantilever arms and gates on a multiple track
Type 7	\$ 1,810.75	Flashing signals on a multiple track
Type 8	\$ 2,310.89	Flashing signals with cantilever arms on multiple track

*** Note: Actual Cost Per Agreement.

DOT	Road Crossing	Type Code	Description of Traffic Control Devices	Road Authority Maintenance Fee per PA354 of 1993
				2024
543868A	36th Stree SE	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,244.77
543869G	Eastern Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,244.77
543870B	32nd Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,244.77
543871H	Madison Avenue	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,244.77
543874D	Buchanan Street	Type 3	Flashing signals with cantilever arm on a single track	\$ 2,244.77
545751Y	54th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,454.07
545752F	50th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,454.07
545753M	44th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,454.07
545754U	36th Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,454.07
545755B	32nd Street	Type 4	Flashing signals with cantilever arm with gates on a single track	\$ 3,454.07

Total Annual Amount - City of Wyoming

\$ 28,494.21

Act No. 62
Public Acts of 2022
Approved by the Governor
April 26, 2022
Filed with the Secretary of State
April 26, 2022
EFFECTIVE DATE: July 1, 2022

**STATE OF MICHIGAN
101ST LEGISLATURE
REGULAR SESSION OF 2022**

Introduced by Reps. Sneller, Liberati, Ellison, Cherry, Clemente, Weiss and Scott

ENROLLED HOUSE BILL No. 4252

AN ACT to amend 1993 PA 354, entitled “An act to revise, consolidate, and codify the laws relating to railroads and their employees; to prescribe powers and duties of certain state and local agencies and officials; to prescribe fees; to create certain funds; to provide for the disposition of certain money; to provide remedies and penalties; and to repeal certain acts and parts of acts,” by amending section 315 (MCL 462.315), as amended by 2012 PA 421.

The People of the State of Michigan enact:

Sec. 315. (1) The department, by order, in accordance with section 301, may prescribe active traffic control devices to warn of the approach of trains about to cross a street or highway at public railroad grade crossings consisting of signals with signs, circuitry, or crossing gates and other appurtenances as depicted in the Michigan manual on uniform traffic control devices. A determination must detail the number, type, and location of signals with signs, circuitry, or gates and appurtenances, that must conform as closely as possible with generally recognized national standards.

(2) Except as otherwise provided for in this act, the cost of any installation, alteration, or modernization of active traffic control devices must be at equal expense of the railroad and road authority.

(3) After initial installation, all active traffic control devices, circuitry, and appurtenances at crossings must be maintained, enhanced, renewed, and replaced by the railroad at its own expense, except that the road authority shall pay, subject to the increase described in this subsection, \$1,427.00 for flashing signals on a single track, \$2,867.00 for flashing signals and gates on a single track, \$2,105.00 for flashing signals with cantilever arm on a single track, \$3,239.00 for flashing signals with cantilever arm with gates on a single track, \$3,394.00 for flashing signals and gates on multiple tracks, \$4,352.00 for flashing signals with cantilever arms and gates on a multiple track, \$1,698.00 for flashing signals on a multiple track, and \$2,167.00 for flashing signals with cantilever arms on a multiple track annually for maintenance to the railroad for each crossing with active traffic control devices not covered by existing or future railroad-road authority agreements. The railroad shall furnish standard equipment uniform for all railroads at a cost and installation basis consistent for all railroads. Beginning January 1, 2024, and on January 1 of each even-numbered year after 2024, the amounts a road authority must pay under this subsection are increased by 6.64%.

(4) Standard active railroad-highway traffic control devices consisting of side of street flashing light signals with or without half-roadway gates and cantilevers must include the railroad crossing (crossbuck) sign, “stop on red signal” sign, and number of tracks sign located, designed, and maintained on the signal support as prescribed by the Michigan manual on uniform traffic control devices. The railroad shall perform actual installation and maintenance of these signs. The railroad shall also install, renew, and maintain any signs placed on cantilevered signal supports. If active traffic control devices are installed at any crossing, those active traffic control devices

must be so arranged that for every train or switching movement over the grade crossing, the active traffic control devices operate for a period of not less than 20 seconds or more than 60 seconds in advance of the train movement reaching the nearest established curb line or highway shoulder and the devices must continue to operate until the train movement has passed the established curb line or shoulder on the far side of the highway.

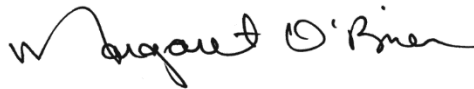
(5) The department may order a railroad, at the railroad's expense, to stop and flag a crossing for normal train service or when active traffic control devices may become inoperable.

Enacting section 1. This amendatory act takes effect July 1, 2022.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved _____

Governor

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
WATER/SEWER MITIGATION SERVICES AND CLAIM FACILITATION

WHEREAS:

1. As detailed in the attached staff report, the City offers a goodwill policy that assists property owners with eligible water/sewer backup events by offering mitigation services through a City contracted vendor.
2. Kincade Group LLC, dba PDR of West Michigan (Paul Davis Restoration) has provided the City with a proposal to provide water/sewer mitigation services and claim facilitation services through June 30, 2030, at the unit prices in the attached contract.
3. It is recommended the City Council accept the proposal.
4. It is estimated the City will spend approximately \$150,000 annually for these services.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Kincade Group, LLC, dba PDR of West Michigan (Paul Davis Restoration) to provide water/sewer mitigation services and claim facilitation services through June 30, 2030.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Water Line Break – Sewer Backup Policy

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: June 2, 2025
Subject: Water/Sewer Mitigation Services and Claim Facilitation
From: Jennifer Brunsink, Administrative Specialist
CC: Aaron Vis, Director of Public Works
Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended the City Council accept a proposal from PDR of West Michigan (Paul Davis Restoration) to provide mitigation services for water/sewer events at the unit prices included in the attached contract and within the City's scope of assistance, and to facilitate claims based on the City's Water Line Break-Sewer Backup Policy through June 30, 2030.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – SAFETY
- PILLAR 3 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The City offers a unique goodwill policy that assists property owners with eligible water/sewer backup events by offering mitigation services through a City contracted vendor. These services include cleaning, disinfection, carpet and furniture removal, dehumidification, and other services that provide a safe method of resolving potentially hazardous situations.

Over the last 10 years it has been difficult to source vendors that are both qualified and interested in providing contracted mitigation services. In 2021, Paul Davis Restoration submitted the only bid for mitigation services out of a prospective 115 bidders. Because the contract is ending June 30, 2025, a request for pricing was submitted to Paul Davis Restoration and one other local vendor who approached the City with interest in providing mitigation services. Both vendors submitted pricing for the same services over a five-year contract. Paul Davis Restoration's pricing, on average, was at least 44% lower than the other vendor, even with a yearly escalation of 5% for services and a flat rate claim management fee, when applicable.

Considering Paul Davis Restoration has proven to be a reliable, responsive, and trustworthy vendor acting on behalf of the City, and because they have dedicated staff that understand the City's Water Line Break-Sewer Backup claims process, it is recommended the City Council accept the contract for mitigation and claim management services through June 30, 2030.

BUDGET IMPACT:

The annual fiscal year cost is estimated to be approximately \$150,000. Funds are available in the correlating water and sewer maintenance accounts.

Attachments:

Contract

Water Line Break–Sewer Backup Policy



WATER LINE BREAK – SEWER BACKUP POLICY

MAY 2022

2660 BURLINGAME AVE SW
WYOMING, MI 49509
PHONE: (616) 530-7260
FAX: (616) 261-7103
www.wyomingmi.gov

UTILITIES CLAIMS COORDINATOR:
CONTACT PUBLIC WORKS – 616-530-7260
E-MAIL: wsclaims@wyomingmi.gov

COMMUNITY COMMITMENT

The City of Wyoming envisions a “diverse, strong, and authentic community where all individuals have the opportunity to thrive.” Wyoming’s mission seeks to accomplish that mission by focusing city services on furthering “community, safety and stewardship.”

Occasionally, despite the extraordinary attention Wyoming gives its infrastructure, water lines will break and sanitary sewers will backup. Owners and occupants of affected property may lack the knowledge or means to quickly and effectively address property damage and, more importantly, health and safety concerns. Some may despair. Some may overreact, discarding salvageable structural materials or personal items. Some may underreact, resulting in further damage from standing water or saturated materials or items. Prudent owners or occupants with the means to do so may be insured.

In a few circumstances, the city may be legally responsible for damages from breaks or backups. Given city diligence, in most circumstances, the city will not be legally obligated. Nevertheless, to support the community and address health and safety concerns, the city offers this policy to provide some financial relief and practical assistance to those affected by water line breaks or sanitary sewer backups. This policy is not intended to replace homeowners’ or renters’ insurance and is not intended to fully reimburse property owners and occupants. It is intended to provide some reimbursement.

POLICY

§1 – Adoption.

City Council approval by a resolution adopted April 19, 2021, makes this official city policy.

§2 – Applicability.

A. This policy applies to breaks in city water lines or backups of city sanitary sewers (i) for which the city has responsibility under section 86-3 of the City Code, and (ii) that damage buildings within the city.

1. It does not apply to property lying outside the city even if served by city utilities.
2. It does not apply to property inside the city served by water or sanitary sewer services provided by another local government.
3. It does not cover damage outside a building.

B. City and property owner responsibility differ for water and sanitary sewer and for residential and non-residential services.

1. Definitions of the types of services are provided in City Code subsections 86-11(i) through (l):

(i) *Non-residential sewer service* means a sanitary sewer service lateral of any diameter that services property used as an industrial, commercial or multi-family (3 or more unit) residential building.

(j) *Non-residential water service* means a water service (i) with a diameter of greater than 1.0 inch, or (ii) or a water service of any diameter that services an industrial, commercial, or multi-family (3 or more unit) residential building.

(k) *Residential sewer service* means a sanitary sewer service lateral of any diameter that services any single family or duplex residence.

(l) *Residential water service* means only a 1” diameter water service that supplies potable water to any single family or duplex residence.

2. The responsibilities are set out in City Code section 86-3:

Sec. 86-3. – Ownership and responsibility.

Unless changed by a written contract or other written arrangement signed by the either (i) the city manager or (ii) the mayor and city clerk:

(a) For city water system residential water services, the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box, (iv) up to 100 feet of the water line from the curb-stop to the meter, and (v) the valves on the upstream side of the meter. The water meter inside or outside a building and the AMI devices in or on a building served by the water system are the property of the city and is otherwise subject to the provisions in article II of this chapter. The property owner is responsible for valving after the meter (downstream) and other valves, piping and facilities in the premises downstream of the water meter.

(b) For city sanitary sewer system residential sanitary service, the city is responsible for the

sewer main and for the sewer lateral between the main and the property line. The property owner is responsible for the lateral, the building sewer and for all other pipes and components on the owner's property.

(c) For city water system non-residential water services (including multi-family residential buildings), the city is responsible for operation and maintenance of (i) the water main, (ii) the pipe between the water main and the curb stop, and (iii) the curb-stop and stop box. The water meter inside a building and the AML devices in or on a building served by the water system are the property of the city and are otherwise subject to the provisions in article II of this chapter. The property owner is responsible for other piping and facilities on the property owner's property.

(d) For city sewer system non-residential sanitary sewer services (including multi-family residential buildings), the city is responsible for operation and maintenance of the sanitary sewer main and the property owner is responsible for any stub off the main, laterals, building sewer and all pipes and components except the sanitary sewer main.

C. Under applicable state law, 2002 PA 222, MCL 691.1416 *et seq.*, the city is legally responsible for damages from sewer backups or overflows only under limited circumstances. In these circumstances, the city's insurer will handle claims.

1. Generally, the city is legally responsible only for economic damages.
2. The city is legally responsible for noneconomic damages (e.g., pain, suffering, inconvenience, physical impairment, disfigurement, mental anguish, emotional distress, loss of society and companionship, loss of consortium, injury to reputation, humiliation, and other nonpecuniary damages) only if the backup caused the claimant to suffer serious impairment of a bodily function or permanent serious disfigurement.
3. The claimant must show:
 - a. The city owned the sewer line that resulted in the backup or overflow.
 - b. The line or other part of the city sewer system was defective.
 - c. City personnel knew, or with reasonable diligence should have known, about the defect.
 - d. The city failed to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the defect.
 - e. Reasonable proof of ownership and of the value of the damaged property.
4. Within 45 days of the backup or overflow, the claimant must provide written notice to the city and take other steps as required by MCL 691.1419.

D. Claims for which the city may be legally liable under subsection C will be forwarded to and addressed by the city insurer. All other claims will be addressed by the city's utility claims coordinator as provided in this policy.

E. The city is not responsible for and will pay no claims that result from damage or loss caused by the acts of the property owner or others, such as, for example and without limitation, tenants or other occupants, contractors, landscapers, and utility personnel. The city is not responsible for and will not pay for increased damages or losses resulting from acts or omissions of property owners or others.

§3 – Definitions and Interpretation.

A. The following definitions apply to words and phrases in this policy unless the context clearly indicates otherwise:

1. *Applicable law* means any state or federal laws, rules, regulations, permit or license requirements, or orders.
2. *City or Wyoming* means the City of Wyoming, Kent County, Michigan.
3. *City Code* means the Code of Ordinances, City of Wyoming, Michigan generally available at https://library.municode.com/mi/wyoming/codes/code_of_ordinances or in the city clerk's office.
4. *City Council* means the Wyoming City Council.
5. *City insurer* means the Michigan Municipal Risk Management Authority (MMRMA) or any insurance carrier selected by the city to succeed it.

6. *City staff* means city officers and employees, and other city agents.

7. *Utilities claims coordinator* means the individual designated under this policy by the director of the city's department of public works to serve that role.

B. Identification of a city official by title includes that official's superiors and designee(s).

C. Identification of any federal or state agency by name or any city department by name includes its successor agency or department.

§4 – Disclaimer.

A payment made under this policy is not an admission of the city's legal responsibility for the damage or for the circumstances causing the damage. To the contrary, this policy applies only to circumstances for which the city has no legal responsibility.

§ 5 – Utility Claims Coordination.

The director of the city's department of public works will designate a utility claims coordinator. That individual may consult with other staff of the department of public works, including without limitation, the city engineers and personnel of the city's water or sanitary utilities, and consult with the city manager's office, the city treasurer, the city finance department, the city attorney, and any other city personnel the utility claims director deems appropriate. The utility claims coordinator may also engage an insurance adjuster through or with assistance from the city's insurer and engage other outside consultants as may be helpful to reviewing and responding to claims under this policy.

§6 – Claims Process.

A. When a water line break, sewer backup, or overflow, or other circumstance occurs, the property owner or occupant should contact the city's public works office at the following telephone number that is available 24 hours of every day: **(616) 530-7260**. First notice of a claim should be made within 48 hours after the break, back-up or overflow was first noticed or the damage first occurred, whichever is earlier. The city may deny claims where there was a failure to contact the city's public works office within that time.

1. Responding public works staff will:

a. Inspect the affected property to ascertain the extent of the break, backup, or overflow, and to attempt to ascertain the cause of the circumstances. Public works staff must be provided access to inspect the premises as soon as is reasonably possible after the break, back-up, or overflow was first noticed or the damage first occurred, whichever is earlier.

b. If cleaning appears it may be needed, advise the property owner(s) and occupant(s) about this policy and options under the policy for cleaning and disinfecting the affected property.

(i) If the property owner or responsible occupant engages the city's contracted cleaning/disinfectant vendor, unless fully covered by the property owner's or occupant's insurance, the city will reimburse up to \$3,000 of the cost. This is in addition to other amounts that may be paid under this policy unless it is fully covered by any insurance.

(ii) If the property owner or responsible occupant undertakes cleaning/disinfection without engaging the city's contracted vendor, the city will reimburse up to \$2,000 of actual costs incurred to hire a licensed cleaning contractor based on a copy of the cleaning contract and receipts. This is in addition to other amounts that may be paid under this policy unless it is fully covered by any insurance.

c. If the individual calling:

(i) Has the authority to do so and wishes to engage the city's contracted vendor, call the city's vendor to inform the vendor of the claim and put the individual calling and city's contracted vendor in touch with one another.

(ii) Lacks the needed authority to engage a cleaning and disinfecting service, determine who might have that authority and seek contact information for that individual to ensure the individual with authority is aware of the situation and available cleaning and disinfection options.

2. On a city general business day, the utility claims coordinator will

a. Follow-up with affected property owners and/or occupants to advise them about (i) this policy, (ii) making an insurance claim, and (iii) differences in total reimbursement under this policy depending

on whether insurance coverage may or may not be available and whether an insurance claim is or is not made.

b. Send via e-mail or other means a copy of this policy to the owner and, if different, also the occupant(s) of the affected property.

c. Document the steps taken.

3. City public works personnel will attempt to ascertain the cause of the circumstances and:

a. If the cause is within lines or other facilities that are the responsibility of the city as described in subsection 2.B of this policy, promptly take actions to address that cause.

b. If the cause is within lines or other facilities that are not the responsibility of the city, notify the property owner and/or occupants of the suspected cause of the circumstance.

c. Notify the utility claims coordinator of the preliminary determination about the cause of the circumstance and any communications with owners or occupants of the affected property.

d. Document these steps.

4. If it appears to the utility claims coordinator or other public works personnel that the owner(s) or occupant(s) of the affected property may lack the financial means to address the situation or, if needed, to vacate the premises, the utility claims coordinator will provide the owner(s) or occupant(s) information about agencies, nonprofit entities, churches or others who may be able to provide some immediate assistance. In extraordinary situations, the utility claims coordinator, after consultation with the public works director (or the director's designee) may offer additional assistance for the time a residential premises may not be safe to occupy due to a water line break or sewer backup.

B. All claims for reimbursement can be initiated by a letter or other written request submitted to the utility claims coordinator. The letter and all other documentation must be submitted with a statement attesting to the truthfulness of the information provided. Claims must be filed with the utility claims coordinator within 30 days after the break, back-up, or overflow was first noticed or the damage first occurred, whichever is earlier.

C. Claims under this policy will fall within 3 categories depending upon whether there is available insurance coverage and whether the insured determines to make a claim under available insurance. The amounts that may be paid under this policy will depend upon the category.

1. Some of or all of the claim is covered by insurance.

2. Some of or all of the claim may be covered by insurance, but the insured chooses not to make a claim.

3. None of the claim is covered by insurance either because the insurance company denied coverage, or the claimant has no insurance.

D. All claims will require:

1. Proof of ownership of the items for which the claim for reimbursement is made or other proof that reimbursement is due the claimant (such as a copy of a lease or other contract making the claimant responsible for damage or repair).

2. Approved cleaning and disinfection services include only the following:

Service call charge	Disposal of items (photos of disposed items)
Extraction of water	Furnish and place air movers and dehumidifiers
Cleaning and disinfecting of floors and	Clean and disinfect furniture and misc. personal
Mold and mildew treatment	Content manipulation
Removal of carpet, pad (sq. ft. amount)	Monitoring equipment
Removal of furniture and personal items	Inventory and photos (photos of disposed items)

3. Photos of items for which reimbursement was sought, showing the damage.

4. Reasonable proof of the date of acquisition, cost of acquisition, age, condition, and damage of the items for which reimbursement is sought. If any item is worth more than \$500, at least 2 estimates of the replacement cost and/or current value must be obtained.

5. For structural items:

- a. A description of the repairs made and why those repairs were needed.
 - b. At least two estimates for repairs.
 - c. Repair reimbursement will be only for repairs using comparable items. No reimbursements will be made to upgrade or improve the quality or condition of the premises.
6. A detailed explanation as to the cause(s) for the damage or losses, that includes (i) the date and time of the damage and losses, (ii) actions (if any) taken to minimize or mitigate the losses, (iii) the date and time the city was first notified of the break, backup, or overflow, and (iv) names and addresses of all persons known to have seen the break, backup, or overflow or to have other relevant knowledge.
- E. There are limits on claims.
 1. If losses result from unlawful occupancy or use of a premises or part of a premises (for example, use of a basement as a bedroom without required egress or renting a premises or part of a premises without registering it as required), or from improvements that were made in a manner violating applicable construction codes, a claim may be denied.
 2. No payments will be made for any special or increased value because a destroyed or damaged item has increased value as a family heirloom, collector item, irreplaceable art or photo, etc. No payments will be made for lost wages or personal time spent on clean-up or on making or following-up on a claim. No payments will be made for attorney fees, accounting fees, or appraiser fees.
 3. If a claim is made for a sewer backup in a single-family residence or a residential duplex, the city will pay for the installation of a service line backflow preventer by a licensed plumber. If a property owner declines that installation, the city will not pay any future claims arising from a sewer backup at that property while it is owned entirely or in part by (i) that property owner, (ii) a property owner related to that property owner, (iii) a property owner affiliated with that property owner (e.g., a limited liability company of which that property owner is a member), an heir of that property owner, or (iv) a property owner who knew or should have known of the prior backup (e.g., a tenant or other occupant when the backup occurred or a successive property owner to whom the prior backup was disclosed prior to purchase).
- F. The city will attempt to resolve and pay claims within 60 days after receiving a fully complete written claim as provided in subsections B and D.

§7 – Claim Covered by Insurance.

- A. In addition to all other information required under this policy, a claim under this section include proof about the amounts and limits of available coverage and any deductibles. This may be in the form of a letter from the insurance company, insurance agent, adjuster or other insurance representative.
- B. To the extent it is not covered by insurance, cleaning and disinfection will be covered up to \$3,000 if the city's contracted vendor is used and up to \$2,000 if cleaning and disinfection is undertaken by another licensed cleaning contractor retained by the property owner(s) or occupant(s).
- C. Reimbursement will be made for insurance deductibles.
- D. If the total exceeds the coverage limits, reimbursement will be made for 50% of current value of disposed items (based on age and condition) up to \$2,500 per property in any 12-month period.
- E. If the total exceeds the coverage limits, reimbursement will be made for 85% of the cost of structural repairs using comparable items and quality up to \$7,500 per property in any 12-month period. Bids and receipts are required.
- F. The combined total of reimbursement for the deductible, amounts exceeding coverage limits, cleaning exceeding the allowance (\$3,000 if the city's contracted vendor is used or \$2,000 if others provide the services), contents and repair may not exceed a grand total \$7,500 per property in any 12-month period.

§8 – Possible Insurance, But No Claim Made.

- A. If a property owner or occupant has insurance coverage but decides not to make a claim (for example, if the insured's deductible amount is greater than the total loss of contents and repair) in addition to all other information required under this policy, the claimant must provide written proof of the amount of the deductible in the form of a copy of the policy and endorsements, a copy of the certificate of insurance, a letter from the insurance company, or other written documentation acceptable to the utility claims coordinator. Reimbursement will be made only up to the amount of the deductible as stated on the insurance policy, endorsement(s), and certificates and up to the maximums listed below.

- B. Cleaning and disinfection will be covered up to \$3,000 if the city's contracted vendor is used and up to \$2,000 if cleaning and disinfection is undertaken by others.
- C. Reimbursement will be made for 50% of current value of disposed items (based on age and condition) up to \$2,500 per property in any 12-month period.
- D. Reimbursement will be made for 85% of the cost of structural repairs using comparable items and quality up to \$7,500 per property in any 12-month period. Bids and receipts are required.
- E. The combined total of reimbursement for cleaning exceeding the allowance (\$3,000 if the city's contracted vendor is used or \$2,000 if others provide the services), contents and repair may not exceed a grand total \$7,500 per property in any 12-month period.

§9 – No Insurance Coverage.

- A. If a property owner or occupant has insurance but coverage is denied, in addition to all other information required under this policy, the claimant must provide a copy of the letter denying coverage.
- B. If a claimant has not insurance, in addition to all other information required under this policy, the claimant must provide a notarized statement attesting the claimant has no insurance on the premises or contents. (Note, a failure to carry property owners' insurance may violate requirements in a mortgage or other home financing.)
- C. Cleaning and disinfection will be covered up to \$3,000 if the city's contracted vendor is used and up to \$2,000 if cleaning and disinfection is undertaken by others.
- D. Reimbursement will be made for 50% of current value of disposed items (based on age and condition) up to \$2,500 per property in any 12-month period.
- E. Reimbursement will be made for 85% of the cost of structural repairs using comparable items and quality up to \$7,500 per property in any 12-month period. Bids and receipts are required.
- F. The combined total of reimbursement for cleaning exceeding the allowance (\$3,000 if the city's contracted vendor is used or \$2,000 if others provide the services), contents and repair may not exceed a grand total \$7,500 per property in any 12-month period.

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means: Kincade Group LLC, dba PDR of West Michigan

[Name of contracting entity]

A MI, LLC

[State and type of entity, e.g., corporation, limited liability company, etc.]

6030 Clyde Park Ave SW

[Contractor's street address]

Byron Center MI 49315

[Contractor's city, state & zip]

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

Effective Date means: 6/17/2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

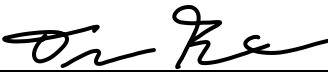
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Heather Chapman, Deputy City Attorney

Contractor:

By: 

[Signature officer, director, or principal of Contractor]
Travis Byrnes

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 05/09, 20 25

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Contractor and all Contractor'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. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.

2. Contractor will be required to 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 amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective 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 Contractor 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, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor 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. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

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

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

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

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall 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 Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor 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. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. 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.

8. Payment to Contractor.

A. Contractor 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 Contractor 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 all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor 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. Contractor 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.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor 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.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. 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. On construction projects state sales taxes are applicable on materials only.

13. 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 the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

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

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of 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 Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the 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 noncompliance 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 16.B if it has previously done so with respect to any noncompliance 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.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor 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 Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide 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 these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance 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 of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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 shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	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 contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor 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**

PDR of West Michigan Exhibit B

SERVICE PROVIDED	UNIT	Current Price
SERVICE CALL (BUSINESS HOURS)	EACH	\$62.32
SERVICE CALL (AFTER HOURS)	EACH	\$151.16
EXTRACT WATER	SQ FT	\$0.77
CLEAN AND DISINFECT FLOORS/WALLS	SQ FT	\$0.91
MOLD & MILDEW TREATMENT	SQ FT	\$0.34
REMOVAL OF CARPET & PAD	SQ FT	\$0.61
REMOVAL OF FURNITURE & PERSONAL ITEMS	HOURS	\$42.99
DISPOSAL OF ITEMS	TONS	\$113.86
FURNISH & PLACE - AIR MOVERS	EACH/DAY	\$32.29
FURNISH & PLACE - LG DEHUMIDIFIERS	EACH/DAY	\$89.51
FURNISH & PLACE - SM DEHUMIDIFIERS	EACH/DAY	\$67.98
CLEAN & DISINFECT FURN, MISC PERS ITEMS	HOURS	\$42.99
CONTENT MANIPULATION	HOURS	\$42.99
MONITORING EQUIP FOR DRYING LEVELS	HOURS	\$42.99
INVENTORY & PHOTOS	HOURS	\$42.99
MISCELLANEOUS	HOURS	\$42.99
CLAIM MANAGEMENT FEE	As Needed	\$300.00

Contract price to increase 5% year over year.

Effective 07/01/2025-06/30/2030

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Pine Rest Christian Mental Health Services to provide Employee Assistance Program (EAP) services.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: June 3, 2025

Subject: Employee Assistance Program

From: Connor Zuidema, Human Resources Specialist

Cc: Emily Vande Griend, Director of Human Resources
Kim Klaassen, Assistant Director of Human Resources

Meeting Date: June 16, 2025

RECOMMENDATION:

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

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 4 – Attract, train, and retain a talented workforce.

DISCUSSION:

Pine Rest provides counseling services, supervisor consultation, educational and awareness materials, an online library of articles and other resources, a 24-hour crisis hotline, four on-site educational presentations per year, legal consultation, financial consultation, and critical incident. These services provide opportunities for our employees to maintain a productive, healthy lifestyle. Mental health is key to employee safety and the safety of their family members and others. EAPs, such as the one offered by Pine Rest, help support employees in their work pursuits and personal lives so they can maintain a productive focus on the services they provide to the community.

On July 1, 2019, City Council adopted resolution 26441 awarding accepting a proposal from Pine Rest for Employee Assistance Program Services. For renewals in 2020, 2021, and 2022, Pine Rest did not increase their pricing. In 2023, Pine Rest increased their pricing slightly, to \$20 per employee. In the renewal 2024, Pine Rest did not increase their pricing. This contract is effective August 1, 2025, and the price remains the same at \$20 per employee for an approximate total of \$8,500 per year.

BUDGET IMPACT:

Funds for EAP services are budgeted in the Human Resources professional services account 101-270-27000-801.000

Enclosure:
Employee Assistance Program Contract



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EMPLOYEE ASSISTANCE PROGRAM CONTRACT

This agreement is entered into as of the **1st day of August 2025** between Pine Rest Christian Mental Health Services (Pine Rest) with offices at 300 68th Street SE, Grand Rapids, MI 49548 and **City of Wyoming** (Employer) with offices at 1155 28th ST SW, Wyoming, MI 49509.

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

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

1. Definitions

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

2. Employee Assistance Program

a. The Program

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

b. Eligibility for Services

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

c. Nature of Services – See Attachment A

d. Location of Services

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

3. Term of Agreement

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

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



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

4. Fees

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

5. Records

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

6. Program Audit

a. Quarterly Report

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

b. Annual Report

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

7. Coordinator

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

8. Waiver

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

9. Severability and Law Governing

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

10. Independent Contractor Status

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



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Assistance Programs

11. Indemnification

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

12. Insurance

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

13. Entire Agreement

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

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

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

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

PINE REST CHRISTIAN MENTAL HEALTH SERVICES

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

Date Signed

By: _____
City of Wyoming

Date Signed

Please print name _____ Title _____

Approved as to form:



Heather Chapman, Deputy City Attorney



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

Pine Rest EAP will provide the following services:

1. Diagnostic Assessment and Referral

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

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

2. Consultation on Program

Pine Rest EAP will provide ongoing training and consultation to Employer concerning behavioral health/management issues and appropriate development and improvement of the EAP Program. Employer may engage Pine Rest EAP for four (4) hours of virtual educational presentations per contract year for no additional cost; onsite presentations will be assessed a \$50 travel fee.

- Onsite presentations are not guaranteed depending upon availability of presenter and if the organization's physical location is more than 60 miles from 300 68th Street SE, Grand Rapids, MI 49548.
- If an onsite presentation can be accommodated for organizations with a physical location more than 60 miles from 300 68th Street SE, Grand Rapids, MI 49548, the standard government mileage rate will apply in addition to the \$50 flat travel fee.
- Training that is scheduled beyond the four free hours will be invoiced at a rate of \$200 per hour; a \$50 travel fee and any applicable mileage fees will be assessed for on-site facilitation.
- Cancellations that provide less than 48 hours' notice are counted toward fulfillment of one free presentation or billed at the contractual rate if free presentations have been utilized.

3. Elder Care Consultation

Pine Rest EAP will provide Employees with telephonic access to Elder Care experts for consultation regarding available resources such as, but not limited to, in-home care, meals on wheels, case management services, recreational therapy, transportation options, and a continuum of care communities such as nursing homes, assisted living facilities, adult foster care, and senior



communities.

4. Free Consultations

Pine Rest EAP will provide Employees with access to the following free consultations through external vendors:

- Legal Consultation
- Financial Consultation
- Infant Feeding Support Consultation
- Real Estate Consultation

It is understood that Pine Rest simply makes these services available through its relationship with external vendors and that these services then occur within the relationship between Employee and said external vendor.

5. Personal Advantage Web-based Resources

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

6. Critical Incident Response Services

Specially trained trauma counselors can be available quickly to help support individual and organizational resilience after workplace tragedies. This service will be provided at \$200 per hour per clinician; a \$50 flat travel fee will be assessed, per clinician, for on-site facilitation. For Michigan-based organizations with a physical location more than 60 miles from 300 68th Street SE, Grand Rapids, MI 49548, the standard government mileage rate will apply in addition to the \$50 flat travel fee.

7. Coaching and Mediation Services

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

- Onsite facilitation is not guaranteed depending on the availability of coaching personnel and whether the organization's physical location is more than 60 miles from 300 68th Street SE, Grand Rapids, MI 49548.
- If onsite facilitation can be accommodated for organizations with a physical location more than 60 miles from 300 68th Street SE, Grand Rapids, MI 49548, the standard government mileage rate will apply in addition to the \$50 flat travel fee.
- Cancellations that provide less than 48 hours' notice will be invoiced at the contractual rate.

8. Mandatory Referral Services

Mandatory Referral services are offered as a "last chance agreement" for Employee prior to termination and can only be utilized for behavioral issues related to employment. Employee will be contacted to schedule a virtual appointment within 48 business hours of the initial referral. Employer will be given updates as permitted per the signed Release of Information including information about the Employees' engagement and attendance. No confidential information regarding the content of the sessions will be disclosed per HIPAA requirements. Additional fees will apply if the Mandatory Referral requires engagement of a Substance Abuse professional per DOT (Department of Transportation) and FMC (Federal Motor Carrier) regulations.

9. Materials

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

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR
PANORAMA REEF SHARKEE ANTENNAS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from RCN Technologies, for the purchase of PanoramaReef Sharkee antennas for Cradlepoint routers in the total estimated amount of \$11,655.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from RCN Technologies for the purchase of PanoramaReef Sharkee antennas.
2. City Council authorizes the City Manager to sign the quote.
3. 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

Staff Report

Date: May 30, 2025
Subject: Panorama antennas for Cradlepoint modems
From: Paul Gerndt, Director of Information Technology
Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended City Council accept quotes from RCN Technologies, in the amount of \$11,655, for the purchase of PanoramaReef Sharkee antennas for Cradlepoint modems.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

A Cradlepoint router is a network device that facilitates connection of devices such as computers on a local area network (LAN) to the Internet via a cellular service. Cradlepoint is the longtime solution providing high-performance vehicle connectivity to the City's police and fire vehicles. Each Cradlepoint router requires an external antenna, like the Reef Sharkee from Panorama Antennas.

Cradlepoint routers are currently deployed in the Public Safety department's police vehicles and fire apparatus. To leverage the 5G technology available in the City of Wyoming, Reef Sharkee antennas are required to connect to the new R980 Cradlepoint modems.

Staff obtained quotes from vendors to supply Reef Sharkee antenna. RCN provided the lowest quote for the public safety devices, quoting \$315.00 per antenna.



Bid Tabulation

<u>Vendor</u>	<u>Amount per Unit</u>
CDWG	\$ 406.31
RCN Technologies	315.00
Industrial Networking	494.46

Staff recommend acceptance of the quote from RCN as the most economical option.

BUDGET IMPACT:

The project is budgeted in the following accounts:

- 205-301-30500-740.200 (Public Safety Fund - Police – Administrative Services - Computer Equipment)
- 205-336-33700-740.200 (Public Safety Fund - Fire – Administrative Services - Computer Equipment)

Attachment(s):

RCN Quote



Estimate

Estimate# 865-034798

RCN Technologies

200 Jennings Ave.
Knoxville, Tennessee, 37917
865.293.0350

Bill To

City of Wyoming (MI)

2300 DeHoop Avenue SW
Wyoming, MI, 49509
United States

Ship To

City of Wyoming (MI)

2300 DeHoop Avenue SW
Wyoming, MI, 49509
United States

Estimate Date : 06/05/2025

Sales person : Bid Desk

Project Name : Reef Sharkee

Terms : Net30

#	Item & Description	Qty	Rate	Amount
1	REEF SHARKEE - 7-IN-1 LOW PROFILE KIT SKU : GP-IN2850 REEF SHARKEE - 7-IN-1 LOW PROFILE SHARKFIN KIT - GPSD4-7-49-D + FITTED C29/C32 5M CABLES MSRP \$581.72	37.00 Each	315.00	11,655.00

Items in Total 37.00

Sub Total 11,655.00

Total \$11,655.00

Notes

Please Remit To:
RCN Technologies -C/O U.S. Bank TFM Lockbox
PO Box 860573
Minneapolis, MN 55486-0573
Reference: RCN A/C 221414000

Looking forward to working with you in the future. Have a great day!

Print Name:_____

Title:_____ Date :_____

Flexible Financing Solutions from RCN Technologies

At RCN Technologies, we provide 100% financing with no upfront costs, offering payment plans that align with your cash flow and seasonal business cycles. Our flexible lease structures allow you to conserve working capital while accessing the equipment you need now.

Spread payments over time instead of making a large initial investment

Customize payment schedules to fit your budget or revenue patterns

Preserve existing credit lines and maintain liquidity for other priorities

Potential tax advantages depending on lease structure

If you're interested in exploring financing options, please **contact** your RCN Technologies sales representative.

For W-9 forms or onboarding registration, email Accounting@rcntechnologies.com

Terms & Conditions

- Estimate pricing will be honored for 30 days from the Estimate Date.
- Payment Due Net 30 from the ship date for all goods.
- A Service fee of 3.5% of the subtotal payment will be added to all credit card transactions. Payment can be made via check or ACH with no fee.
- Orders containing Installation or other services may be billed separately.
- A signed estimate will result in an executed binding purchase order.
- Issuance of a Purchase Order (PO) constitutes acceptance of RCN Technologies' estimate terms, pricing, and scope—regardless of whether the PO explicitly references this estimate number.
- Certain products may be returned or exchanged upon approval within 30 days
- Customer may be responsible for a minimum of a 20% restocking fee
- All licenses, services, and shipping fees are non-refundable
- View our Limited Return Policy here: <http://rcntechnologies.com/returns/>
- In case of conflicting terms, the estimate terms shall prevail unless otherwise agreed in writing.

Authorized Signature _____
Customer Signature

Approved as to form:


Heather Chapman, Deputy City Attorney

Print Name: _____

Title: _____ Date : _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR CRADLEPOINT ROUTERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from AT&T Mobility Services for the purchase of Cradlepoint routers in the total estimated amount of \$16,999.66.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from AT&T Mobility Services for the purchase of Cradlepoint routers.
2. 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

Staff Report

Date: May 30, 2025
Subject: Cradlepoint Routers
From: Paul Gerndt, Director of Information Technology
Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended City Council accept quotes from AT&T Mobility, in the amount of \$16,999.66, for the purchase of Cradlepoint routers.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

A Cradlepoint router is a network device that facilitates connection of devices such as computers on a local area network (LAN) to the Internet via a cellular service. Cradlepoint is the longtime solution providing high-performance vehicle connectivity to the City's police and fire vehicles. Each Cradlepoint router is configured with a physical SIM card or embedded eSIM chip that enables the device to communicate with a specific cellular network provider, such as AT&T or Verizon.

Cradlepoint routers are currently used in the Public Safety department's Police vehicles and Fire apparatus. The Cradlepoint routers are equipped with AT&T FirstNET SIM cards. FirstNET is AT&T's public safety cellular network that provides priority and pre-emption

Staff obtained quotes from vendors to supply Cradlepoint R980 routers, equipped for AT&T. AT&T provided the lowest quote for the public safety devices, quoting \$499.99 per router.



Bid Tabulation

<u>Vendor</u>	<u>Amount per Unit</u>
Industrial Networking	\$ 1,555.55
RCN Technologies	1,306.19
AT&T	\$499.99

Staff recommend acceptance of the quote from AT&T as the most economical option.

BUDGET IMPACT:

The project is budgeted in the following accounts:

- 205-301-30500-740.200 (Public Safety Fund - Police – Administrative Services - Computer Equipment)
- 205-336-33700-740.200 (Public Safety Fund - Fire – Administrative Services - Computer Equipment)

Attachment(s):

AT&T Quote

Proposal for
AT&T Mobility Services
City of Wyoming
Presented to
Todd Curran



Customer Contact Information		Service Address
Todd Curran	Name	1155 28th St SW, Wyoming, MI 49509
	Phone	
	Web	
6/5/2025	Date	

Pricing Summary – One Time Cost(s)			
Description	QTY	Discounted Cost	Total Cost
Cradlepoint R980	34	\$ 499.99	\$ 16,999.66
		\$ -	\$ -
Sub-Total:	34		\$ 16,999.66
Pricing Summary – Monthly Recurring Charge(s)			
Description	QTY	Monthly Cost	Total
Unlimited Data	34	\$ 35.00	\$ 1,190.00
			\$ -
			\$ -
Sub-Total:	34		\$ -
Grand Total:			\$ 1,190.00

To ask questions or place an order, contact:

Lucas Minnich
Education Sales Executive
269.425.6640
lm1620@att.com

Approved as to form:


Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR MICROSOFT SQL SERVER LICENSES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of Microsoft SQL server licenses from Dell Marketing LP using the State of Michigan MiDEAL contract pricing.
2. It is estimated the City will spend approximately \$76,827.90 for the licenses.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of Microsoft SQL server licenses from Dell Marketing LP.
2. City Council authorizes the City Manager to sign the quote.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

Staff Report

Date: June 10, 2025
Subject: Microsoft SQL Server Licenses
From: Paul Gerndt, Director of Information Technology
Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended City Council authorized acceptance of a MIDEAL quote in the amount of \$76,827.90 from Dell Marketing LP, for Microsoft SQL Server Standard Edition.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

SQL stands for Structured Query Language. Microsoft SQL Server is a powerful database management system that is used to store structured (tabular) data. The City of Wyoming operates 19 SQL Servers to support over 30 applications, such as the Police department's records management system (TIMS), the finance, HR, and payroll system (Tyler Technologies New World ERP), the BS&A applications, the online job application system, applicant review portal, injury reporting system, the Intranet and Internet web sites, and many more. SQL Server can efficiently store, index, and retrieve many gigabytes of data securely. Properly configured, it can provide the ability to restore data with minimal data loss.

Except for servers upgraded as part of larger system upgrades, most of the city's servers are running several versions earlier than the current 2022 SQL Server release. As software advances, some require newer versions of SQL Server, to function properly. Staff actively monitor the requirements shared by software vendors to signal the appropriate time to begin the SQL upgrade process. Another upgrade trigger monitored by staff are the end-of-support dates published by Microsoft. This practice has saved money by lengthening the time between SQL Server upgrades. For example, our oldest

version of SQL Server currently in use is 2016 SP3 which goes out of support in July 2026.

To upgrade to the current SQL Server 2022 Standard, two types of licenses are required – server licenses and client access licenses or CALs. Server licenses grant rights to operate components of the SQL Server software on centralized physical and virtual servers, while CALs provide rights of users to access data and services hosted within a SQL server. A total of 15 server licenses and 438 CALs are required to maintain compliance with Microsoft's licensing requirements.

Microsoft Server licenses are available under the Michigan Master Computing Program contract (MiDeal) contract #071B6600111, as established between Dell Marketing LP and the State of Michigan in 2016 and renewed periodically through July 31, 2026. The MiDeal contract provides specific minimum discounts off the verifiable price index (VPI). VPI is defined in the contract as "prices recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by Contractor and is published or otherwise available for customer inspections." The discount from VPI for Microsoft server licensing is 16.88%. Dell is a vendor designated by the State of Michigan for fulfillment of Microsoft Licensing products.

BUDGET IMPACT:

Funds are budgeted in the following account:

- 101-228-22800-806.000 (General Fund, Information Technology, Software)

Attachment(s):

Dell / MiDeal Quote



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 09, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000191057027.1	Sales Rep	Tom Payne
Total	\$76,827.90	Phone	1(800) 456-3355, +15127206404
Customer #	45120039	Email	Thomas.A.Payne@dell.com
Quoted On	Jun. 09, 2025	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 09, 2025		CITY OF WYOMING
Contract Name	State of Michigan MiDeals		1155 28TH ST SW
Contract Code	Agreement		WYOMING, MI 49509-2825
Customer Agreement #	C000000009850		
	071B6600111		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.


Regards,
Tom Payne

Shipping Group

Shipping To	Shipping Method
TODD CURRAN CITY OF WYOMING 1155 28TH ST SW CITY OF WYOMING WYOMING, MI 49509-2895 (616) 530-7221	Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 7386870			
1. VLA SQL SERVER 2022	15	\$655.72	\$9,835.80
2. VLA SQL PER USER CAL 2022	438	\$152.95	\$66,992.10

Approved as to form:


Heather Chapman, Deputy City Attorney

Subtotal:	\$76,827.90
Shipping:	\$0.00
Non-Taxable Amount:	\$76,827.90
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$76,827.90
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Shipping Group Details

Shipping To

TODD CURRAN
CITY OF WYOMING
1155 28TH ST SW
CITY OF WYOMING
WYOMING, MI 49509-2895
(616) 530-7221

Shipping Method

Standard Delivery

		Quantity	Unit Price	Subtotal
MICROSOFT SELECT PLUS - 7386870				
1. VLA SQL SERVER 2022		15	\$655.72	\$9,835.80
SKU: AC414110	MFG Part #: 228-11680	OLS Purchase Type:		
Current Duration: N/A	Total Duration: N/A	Maint. End Date:		
2. VLA SQL PER USER CAL 2022		438	\$152.95	\$66,992.10
SKU: AC413720	MFG Part #: 359-07102	OLS Purchase Type:		
Current Duration: N/A	Total Duration: N/A	Maint. End Date:		

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
POLICE BREAK ROOM RENOVATION PROJECT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Vander Kodde Construction for renovations to the Police Department's break room in the total estimated amount of \$151,150.00.
2. It is also recommended City Council authorize a contingency in the amount of \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Vander Kodde Construction for the police break room renovation project.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.
4. 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 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter

Contract/Proposal

Resolution No. _____

Staff Report

Date: May 28, 2025

Subject: Police Break Room Renovation Project

From: Troy Rinks, Facilities Maintenance Foreman

CC: Aaron Vis, Director of Public Works

CC: Kimberly Koster, Director of Public Safety

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended that the City Council accept a proposal from Vander Kodde Construction for renovations to the Police Department's break room in an amount of \$151,150.00, plus a contingency of \$15,000.00, for an amount not to exceed \$166,150.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
- Pillar 3 - Stewardship
 - Goal 2 - Enhance the efficiency and effectiveness of city operations and services
 - Goal 3 - Improve City infrastructure and service reliability

DISCUSSION:

The existing break room in the Police building has not undergone any significant renovation or upgrade since its original construction over two decades ago. The room currently serves over one hundred sworn and civilian personnel and is used daily for meal breaks and temporary respite during long shifts. Over the years, the condition of the break room has deteriorated. Fixtures, appliances, cabinetry, and finishes are outdated, and the space does not reflect the City's commitment to providing a professional and supportive work environment for its public safety personnel.

The proposed renovation will modernize the break room with functional, durable, and energy-efficient improvements, including updated cabinetry and countertops, commercial-grade appliances (refrigerators, microwaves), improved lighting, durable flooring and wall finishes, new seating and workspaces, and updated plumbing and electrical as needed. Photos of the existing and new concept follow this staff report.

The design, specifications, and drawings were developed by The Architectural Group (TAG) and reviewed by facilities and police staff. Three local contractors attended an onsite meeting held on May 6, 2025. Two of the contractors provided proposals, the costs of which are summarized below:

Vander Kodde Construction	\$151,150.00
BCI Construction	\$159,750.00
Rivertown Painting and Construction	Did not submit

TAG has reviewed each proposal submitted and recommended that the project be awarded to Vander Kodde Construction. Facilities and police staff have also reviewed the proposals and concur with TAG's recommendation. Therefore, it is recommended that the Council accept the proposal from Vander Kodde Construction for a total amount of \$151,150.00. Given the possible unknown nature of this work, a contingency of \$15,000.00 (approximately 10% of the overall project cost) is also recommended.

The project will be managed by Facilities staff in coordination with the Police Department, with construction anticipated to begin summer of 2025 and completed by September 2025. Tables, chairs, and appliances will be purchased throughout the summer and will be presented for approval by the City Council if over the purchasing threshold limits. It is expected that this entire break room renovation project, including furniture and appliances, will cost less than \$200,000.

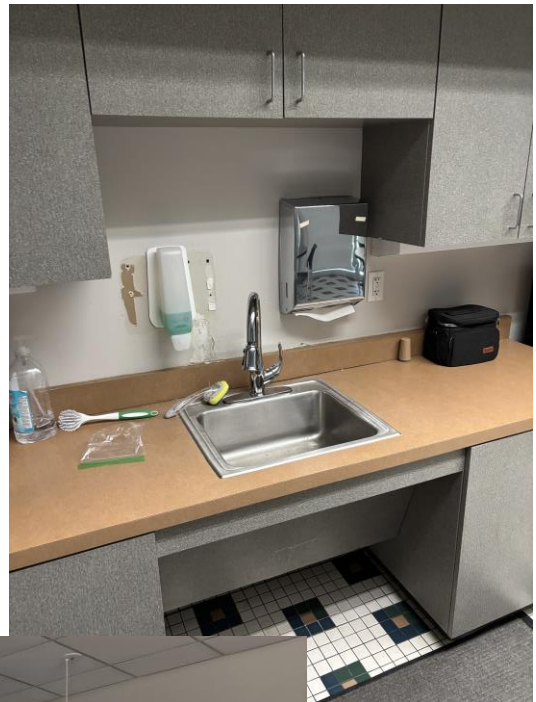
BUDGET IMPACT:

Sufficient funds exist in the Public Safety Fund, Capital Outlay account 205-301-30610-975.000.

Attachments:

Contract
TAG recommendation letter

Current break room photographs:



Conceptual drawings of renovated break room:



Aaron Vis
City of Wyoming, Facilities
1155 28th St.
Wyoming, MI 49509

May 28, 2025

Aaron,

After reviewing the submitted bids for the City of Wyoming – Police Breakroom project received on May 20, 2025, we are recommending that the City of Wyoming award the project to Vander Kodde Construction. Based on the information provided, Vander Kodde Construction appears to have all aspects of the project accounted for.

If you have any questions regarding our recommendation, please feel free to contact me.

Sincerely,



Jay Miedema
Principal Architect

The Architectural Group Inc.

CITY OF WYOMING

CITY STANDARD CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$0,500) (WITH RFP)

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

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

Contractor means:

VANDER KODDE CONSTRUCTION
[Name of contracting entity]
A CORPORATION in MICHIGAN
[State and type of entity, e.g., corporation, limited liability company, etc.]
441 44th ST. SW
[Contractor's street address]
GRAND RAPIDS, MICH. 49548
[Contractor's city, state & zip]

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

Effective Date means: _____, 202_. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

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

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

NONE.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor: VANDER KODDE CONSTRUCTION

By: [Signature]

[Signature officer, director, or principal of Contractor]
Tim VanderKodde V-P

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: MAY 20, 2025

BID FORM

Page 1 of 2

Bid for CITY OF WYOMING – POLICE DEPARTMENT BREAKROOM RENOVATIONS

The bidder identified below submits the attached bid materials, including the price(s) stated on the Bid Form.

By signing this Bid Form, the bidder identified below represents, attests and promises, the bidder:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid form, including, without limitation, all the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

Woman Owned Company?

YES

☐

NO

☒

Minority Owned Company?

☐☒

Section 3 Certified Contractor?

☐☒

If yes, Dunns #:

Are you, or the business owner related to any elected official or employee of the City?

☐☒

If yes, list name and relationship:

Is the bidder willing to honor bid pricing for the following for the term of this bid?

Yes.

☒

No

☐

BID FORM, CONTINUED

Page 2 of 2

\$ 151,150.00

ACT#1 DEDUCT \$ 22,612.00

BID AMOUNT

ONE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED FIFTY

BID AMOUNT (WRITTEN OUT)

VANDER KODAE CONSTRUCTION

LEGAL NAME OF COMPANY

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

CORPORATION

FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

441 44th ST SW

STREET ADDRESS

GRAND RAPIDS

CITY

MICHIGAN

STATE

49548

ZIP CODE

JACK JOCHAN

BID CONTACT NAME (PLEASE PRINT)

616-538-7470

BUSINESS PHONE

616-780-4860

CELL PHONE

jack@vanderkodaconstruction.com

EMAIL ADDRESS

616-538-9290

FAX NUMBER

[Signature]

SIGNATURE FOR BIDDER

5/20/25

DATE

Tim Vander Kalle V-P

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER, IF APPLICABLE

DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT WITH THE CHILDREN'S ASSESSMENT
CENTER DBA CHILDREN'S ADVOCACY CENTER OF KENT COUNTY

WHEREAS:

1. As detailed in the attached staff report, the Children's Assessment Center dba Children's Advocacy Center of Kent County has provided the City with an agreement in the amount of \$18,700.00 to continue their partnership with the City of Wyoming.
2. It is recommended the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an agreement from the Children's Assessment Center dba Children's Advocacy Center of Kent County.
2. City Council authorizes the City Manager to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 16, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement
Invoice

Resolution No. _____

STAFF REPORT

Date: May 29, 2025
Subject: Professional Services Agreement with Children's Advocacy Center
From: Captain Timothy Pols
CC: Chief Kim Koster
Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended that City Council approve a professional services agreement with the Children's Advocacy Center of Kent County (CAC) and to authorize the expenditure of funds in the amount of \$18,700 to cover these services.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Children's Advocacy Center of Kent County (CAC), a major partner with us in the investigation of crimes against and witnessed by children, has requested our annual financial commitment of \$18,700. This is amount that we paid for this service last year. I respectfully recommend we authorize this payment, and that Council also authorize the City Manager to sign the professional service agreement with the CAC (attached).

The CAC is a mission critical partner to us in protecting and bringing justice to child victims. Their role in aiding us in the pursuit of justice in these situations is hard to overstate. They ease the delivery of services to the most vulnerable in our community and are especially helpful when language, physical, and developmental obstacles are present. In short, they make serving those who need us most, easier. They also make us more efficient and effective as we do so.

Leveraging our combined resources has allowed us to aggressively investigate and prosecute those who victimize children and to do so in a way that meets and often exceeds what is considered a best practice standard. Further, our partnership with them allows our victims to immediately access supportive services we could never provide without this partnership, such as therapy and other important needs.

The attached Professional Services Agreement further identifies the services provided by the CAC. If approved, the City Manager will be authorized to sign this agreement.

BUDGET IMPACT:

If approved, \$18,700 will be paid to the Children's Advocacy Center of Kent County. These funds have been budgeted and are available for this expenditure in the Police Admin – Other Services account 205-301-30500-956.000.

Attachment:

CAC Professional Services Agreement

CAC Invoice



children's
ADVOCACY CENTER
OF KENT COUNTY

INVOICE

Children's Advocacy Center of Kent County

2855 Michigan Ave NE

MI 49506 US

6163365160

djohnston@cac-kent.org

BILL TO

Chief Kim Koster

Wyoming Public Safety

2300 DeHoop Avenue

Wyoming, Michigan 49509

INVOICE # 12112

DATE 05/21/2025

DUE DATE 06/20/2025

TERMS Net 30

DATE	ACTIVITY	AMOUNT
	Law Enforcement	18,700.00
	Law Enforcement Services Agreement	

Thank you for your partnership!

BALANCE DUE

\$18,700.00

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of July 1, 2025, between the CHILDREN'S ASSESSMENT CENTER d.b.a. CHILDREN'S ADVOCACY CENTER OF KENT COUNTY, a Michigan Non-Profit Organization, of 2855 Michigan Street NE, Grand Rapids, Michigan 49506, hereinafter referred to as "Center" and the CITY OF WYOMING, a Michigan Municipal Corporation, 2300 DeHoop Avenue, Wyoming, Michigan, 49509, hereinafter referred to as the "City."

RECITAL

The Center provides a centralized and coordinated location and group of services that assists and supports children who are victims of sexual assaults, and at the same time, facilitates the investigation of these crimes so that the perpetrators can be successfully prosecuted. The City wishes to contract with the Center for these services and for the purpose of receiving the Center's assistance in conducting investigations into alleged sexual assaults with child victims.

TERMS AND CONDITIONS

The parties agree as follows:

1. Scope of Services. The Center shall provide services in connection with sexual abuse or assault complaints or allegations where there are child victims. These services may be provided in a single location, and may include these services:
 - A. Children's Protective Services (CPS) workers from the Department of Health and Human Services that handle child sexual abuse reports in Kent County;
 - B. Law enforcement detectives from the Grand Rapids Police Department, the Kent County Sheriff's Department, and the City of Wyoming Department of Public Safety that are specially trained in investigating child sexual abuse complaints;

- C. Professionally trained, through the State of Michigan Forensic Interviewing Protocol, forensic interviewers who exclusively interview children or adults with intellectual or developmental disabilities to determine the validity and extent of child sexual abuse.
 - D. A medical team of contracted, specially trained Sexual Assault Nurse Examiners;
 - E. Advocates that provide support during pre and post forensic interviews, court support and accompaniment, and information and referral services to families referred related to a report of child sexual abuse.
 - F. Therapists who provide mental health evaluations, and therapeutic intervention and support to individuals with a concern about the possible sexual abuse of a child.
2. Contract Amount. In return for the services set out herein, the City shall pay the Center the amount of \$18,700. The payment shall be made upon a written request by the Center to the City and shall be made from an appropriate City account.
3. Term of Agreement. The term of this agreement shall be from July 1, 2025, through July 1, 2026, and may renew on that later date unless modified in writing by either of the parties.
4. Hold Harmless and Waiver of Indemnification. The Center agrees to indemnify, protect and hold harmless the City, the City's officers, detectives, employees, and agents from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney's fees), proximately resulting from the activities of Center officers, directors, employees, and agents. This includes any indemnification claimed by the Center's insurance carriers. The intent of this provision is that the Center will be fully

responsible for any and all injuries or damage resulting solely from the activities of the Center without any express or implied right of recourse to or indemnification from the City or any representative of the City. It is further the intent of this provision that the City shall be responsible for its own acts or omissions and that the Center shall not be responsible for those acts or omissions of the City.

5. Termination. Either party may terminate this Contract only for just cause upon reasonable advance notice to the other party.
6. Compliance with Laws. The parties agree that they will comply with all applicable laws, rules, and regulations in the performance of this agreement.
7. Non-Discrimination and Affirmative Action. The parties will not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, disability, or marital status. Breach of this covenant may be regarded as material breach of this contract as provided for in Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Civil Rights Act." The parties further agree to require similar provision from any subcontractors.
8. Assignment. This agreement shall not be assigned by either party without the prior written consent of the other party to this Agreement.
9. Integration and Amendment. This agreement is the whole agreement and may be amended only in writing executed by all parties.

10. Authority. The parties agree that the persons executing this Agreement below on behalf of each party, has the requisite authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year above first written.

Approved as to form:



Heather Chapman, Deputy City Attorney

CITY OF WYOMING, a Michigan Municipal Corporation:

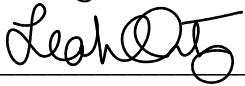
By:

John Shay, City Manager

Date

The Children's Assessment Center d.b.a. CHILDREN'S ADVOCACY CENTER of KENT COUNTY, a Michigan Non-Profit Organization:

By:



Leah Ortiz, President/CEO

5/21/25

Date

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.

Item	Recommended Bidder	Cost
Environmental Laboratory Analysis Services	Trace Analytical Laboratories, Inc., Prein & Newhof, Fibertec, Inc., ALS Environmental, and Eurofins Environmental Testing North Central, LLC	Bid prices as shown on the attached tabulation sheet.
Fire Hydrants and Accessories	Core and Main, LP and Etna Supply Company	Bid prices as shown on the attached tabulation sheet
Water and Wastewater Treatment Chemicals and Liquid Polymers	Jacobi Carbons Inc., Arq Purification LLC, Norit Americas Inc., Polydyne Inc., W.K. Merriman Inc., Chemtrade Chemicals Corp. Haviland Products Co. Hexagon Technologies Inc., and Kemira Water Solutions Inc.	Bid prices as shown on the attached tabulation sheets.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bids for the listed items as recommended in the attached staff reports.
2. City Council authorizes the City Manager to approve future change orders, allowing for the acceptance of temporary price increases for Water and Wastewater Treatment chemicals and liquid polymers with budget authorization.
3. City Council authorizes the City Manager to sign the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 16, 2025.

ATTACHMENTS:

Staff Reports
Contracts

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 4, 2025
Subject: Environmental Laboratory Analysis Services Bid Award
From: Peter Minnich, Laboratory Services Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended the City Council award the Environmental Laboratory Analysis Services bid to Trace Analytical Laboratories, Inc., Prein & Newhof, Fibertec, Inc., ALS Environmental, and Eurofins Environmental Testing North Central, LLC for laboratory analysis services at the prices on the attached bid tabulation sheet, up to an estimated amount of \$110,000 for a one-year period.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The majority of the testing required of the City's drinking water and wastewater treatment plants are conducted in-house. This is possible because of our knowledgeable and skilled laboratory staff and the extensive history of investment into technology and training. However, there are some types of testing that are sent to third-party laboratories for processing based on the specialized nature of the testing, a need for rapid response, as a backup if our own instrumentation is out of service, or because it is more cost effective.

On Tuesday, May 13, 2025, the City Clerk received five bids for environmental laboratory analysis services. Eighty-five invitations to bid were sent to prospective bidders with twenty-six bidders downloading the specifications. To ensure we are best able to meet regulatory testing and reporting deadlines, acceptance of all five of the submitted bids is recommended. This provides flexibility and redundancy when it may be needed. All bidders meet the specified requirements for laboratory certification, approved analytical methods, and reporting requirements.

It's important to note that there are certain specialty parameters, such as whole effluent toxicity testing, for which none of the laboratories provided bids. As the need for these analyses occurs, comparative quotes will be gathered to follow the standard City Purchasing policy.

TABULATION:

The bid tabulation is attached.

BUDGET IMPACT:

The estimated yearly amount for environmental laboratory analysis services is:

- Drinking Water Plant: \$13,000
- Wastewater Treatment Plant/IPP: \$75,000
- Biosolids: \$22,000

Funds for environmental laboratory analysis services are budgeted in the following accounts:

- Water Fund: 591-537-55310-801.000
- Sewer Fund: 590-536-54310-801.000
- Biosolids: 590-536-54800-801.000

Attachment: Bid Tabulation Sheet



Tabulation of Bid
2265 - Environmental Laboratory Analysis Services
Opened by City Clerk on May 13, 2025

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.		ALS Environmental		Eurofins Environmental Testing North Central, LLC	
Drinking Water Analysis	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time
Total Organic Carbon (TOC)	\$29.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$30.00	14 Business Days	\$48.00	10 Business Days
Specific UV Absorbance (SUVA)	\$76.50	7 Business Days	No Bid		No Bid		No Bid		\$45.00	10 Business Days
Gross Alpha (Rad)	No Bid		No Bid		No Bid		No Bid		\$95.00	20 Business Days
Uranium	No Bid		\$25.00	5-7 Business Days	No Bid		No Bid		\$65.00	10 Business Days
Radium 226 & 228	No Bid		No Bid		No Bid		No Bid		\$250.00	20 Business Days
Total Trihalomethane (TTHM)	\$75.00	7 Business Days	\$60.00	5-7 Business Days	No Bid		No Bid		\$110.00	10 Business Days
Haloacetic Acids (HAA5)	\$125.00	7 Business Days	\$130.00	5-7 Business Days	No Bid		No Bid		\$140.00	10 Business Days
SOC-Carbamates	\$120.00	7 Business Days	No Bid		No Bid		No Bid		\$160.00	10 Business Days
SOC-Herbicides	\$130.00	7 Business Days	No Bid		No Bid		No Bid		\$205.00	10 Business Days
SOC-Pesticides	\$125.00	7 Business Days	No Bid		No Bid		No Bid		\$105.00	10 Business Days
VOC	\$75.00	7 Business Days	\$100.00	5-7 Business Days	No Bid		No Bid		\$90.00	10 Business Days
PFAS	No Bid		\$350.00	10 Business Days	\$285.00	10 Business Days	\$200.00	14 Business Days	\$285.00	10 Business Days
Cyanide	\$27.25	7 Business Days	\$25.00	5-7 Business Days	No Bid		\$28.00	14 Business Days	\$36.00	10 Business Days
Fluoride	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$15.00	14 Business Days	\$31.00	10 Business Days
Nitrite	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$20.00	2 Business Days	\$45.00	10 Business Days
Nitrate	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$20.00	2 Business Days	\$45.00	10 Business Days
Sodium	\$15.00	7 Business Days	\$25.00	5-7 Business Days	No Bid		\$17.00	14 Business Days	\$25.00	10 Business Days
Sulfate	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$15.00	14 Business Days	\$40.00	10 Business Days
Lead and Copper	\$25.00	7 Business Days	\$18.00	5-7 Business Days	No Bid		\$28.00	14 Business Days	\$30.00	10 Business Days
Total Metals (As, Ba, Be, Cd, Cr, Fe, Hg, Mn, Ni, Sb, Se, Ti, Zn)	\$81.00	7 Business Days	\$100.00	5-7 Business Days	No Bid		\$100.00	14 Business Days	\$140.00	10 Business Days

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.		ALS Environmental		Eurofins Environmental Testing North Central, LLC	
Wastewater (NPDES) Analysis	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time
Low Level Mercury	\$60.00	7 Business Days	No Bid		No Bid		\$60.00	14 Business Days	\$85.00	10 Business Days
PFAS	No Bid		\$450.00	14 Business Days	\$390.00	10 Business Days	\$400.00	21 Business Days	\$375.00	10 Business Days
Acid-Extractable Compounds	Included	7 Business Days	No Bid		No Bid		\$92.00	14 Business Days	\$155.00	10 Business Days
Base-neutral Compounds	\$150.00	7 Business Days	No Bid		No Bid		\$92.00	14 Business Days	\$155.00	10 Business Days
VOC	\$60.00	7 Business Days	\$100.00	5-7 Business Days	No Bid		\$54.00	14 Business Days	\$66.00	10 Business Days
Cyanide-Total	\$28.25	7 Business Days	\$25.00	5-7 Business Days	No Bid		\$30.00	14 Business Days	\$28.00	10 Business Days
Cyanide-Available	\$50.00	7 Business Days	No Bid		No Bid		\$75.00	14 Business Days	\$85.00	10 Business Days
HEM/SGT-HEM	\$42.00	7 Business Days	\$45.00	5-7 Business Days	No Bid		\$55.00	14 Business Days	\$50.00	10 Business Days
Total Recoverable Metals (Ag, As, Cd, Cr, Cu, Co, Ni, Mo, Pb, Se, Sn, Zn)	\$60.00	7 Business Days	\$100.00	5-7 Business Days	No Bid		\$100.00	14 Business Days	\$75.00	10 Business Days
Whole Effluent Toxicity-Acute and Chronic	No Bid		No Bid		No Bid		\$1,700.00	21 Business Days	\$900.00	14 Business Days
Total Phenolic Compounds	\$45.00	7 Business Days	\$25.00	5-7 Business Days	No Bid		\$27.00	14 Business Days	\$35.00	10 Business Days
Hardness	\$10.00	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$17.00	14 Business Days	\$20.00	10 Business Days
Chloride	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$15.00	14 Business Days	\$15.00	10 Business Days
Sulfate	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$15.00	14 Business Days	\$15.00	10 Business Days

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.		ALS Environmental		Eurofins Environmental Testing North Central, LLC	
Industrial Wastewater Analysis	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time

Mercury	\$21.00	7 Business Day	\$45.00	5-7 Business Days	No Bid		\$22.00	14 Business Days	\$23.00	10 Business Days
PFAS	No Bid		\$450.00	14 Business Days	\$390.00	10 Business Days	\$400.00	21 Business Days	\$375.00	10 Business Days
SVOC	\$150.00	7 Business Day	\$150.00	5-7 Business Days	No Bid		\$105.00	14 Business Days	\$155.00	10 Business Days
VOC	\$60.00	7 Business Day	\$100.00	5-7 Business Days	No Bid		\$57.50	14 Business Days	\$66.00	10 Business Days
Cyanide-Total	\$28.25	7 Business Day	\$25.00	5-7 Business Days	No Bid		\$30.00	14 Business Days	\$28.00	10 Business Days
Cyanide-Amenable	\$42.00	7 Business Day	\$75.00	5-7 Business Days	No Bid		\$30.00	14 Business Days	\$28.00	10 Business Days
HEM/SGT-HEM	\$42.00	7 Business Day	\$45.00	5-7 Business Days	No Bid		\$55.00	14 Business Days	\$50.00	10 Business Days
Total Recoverable Metals (Ag, As, Cd, Cr, Cu, Co, Ni, Mo, Pb, Se, Sn, Zn)	\$60.00	7 Business Day	\$100.00	5-7 Business Days	No Bid		\$100.00	14 Business Days	\$75.00	10 Business Days

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.		ALS Environmental		Eurofins Environmental Testing North Central, LLC	
Biosolids Analysis	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time	Per Test Cost	Standard Turnaround Time
VOC	\$60.00	7 Business Days	\$100.00	5-7 Business Days	No Bid		\$70.00	14 Business Days	\$66.00	10 Business Days
SOC	\$150.00	7 Business Days	No Bid		No Bid		\$105.00	14 Business Days	\$158.00	10 Business Days
PFAS	No Bid		No Bid		\$400.00	10 Business Days	\$400.00	14 Business Days	\$395.00	10 Business Days
Nitrite	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$20.00	5 Business Days	\$15.00	10 Business Days
Nitrate	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$20.00	5 Business Days	\$15.00	10 Business Days
Sulfate	\$12.50	7 Business Days	\$15.00	5-7 Business Days	No Bid		\$15.00	14 Business Days	\$15.00	10 Business Days
% Moisture	\$7.50	7 Business Days	Included	5-7 Business Days	No Bid		\$5.00	14 Business Days	\$3.00	10 Business Days
Mercury	\$21.00	7 Business Days	\$40.00	5-7 Business Days	No Bid		\$30.00	14 Business Days	\$23.00	10 Business Days
Total Recoverable Metals (As, Cd, Cr, Cu, Ni, Pb, Mo, Se, Zn, Ca, Mg, K, P)	\$65.00	7 Business Days	\$100.00	5-7 Business Days	No Bid		\$100.00	14 Business Days	\$115.00	10 Business Days
Total Kjeldahl Nitrogen (TKN)	\$30.75	7 Business Days	\$30.00	5-7 Business Days	No Bid		\$40.00	14 Business Days	\$31.00	10 Business Days

	Trace Analytical Laboratories, Inc.		Prein & Newhof		Fibertec, Inc.		ALS Environmental		Eurofins Environmental Testing North Central, LLC	
Other Fees and Charges	\$12 Environmental Responsibility Fee/ Invoice No charge for DMRQA participation No Sustainability fees		None No charge for DMRQA participation		Field Blanks for PFAS analysis will be assessed as sample at sample rate		None		\$5 sample disposal fee per sample VOC dilution reruns are charged at \$30 SVOC dilution reruns are charged at \$75 PFAS dilution reruns are charges at \$285	
Couier Service Description and Pricing	No charge Available Mon-Fri, 8am-5pm 24 hr notice is preferred		No charge Deliver bottles when available (typically next day)		No charge Available Mon-Fri, 8am-4pm 48 hr notice is preferred		No charge Available upon request		\$35/run fee Available Mon-Fri, 9am-3pm 48 hr notice	
Rush Turnaround Timing Options and Pricing	2 Business Days=100% surcharge 3-4 Business Days=50% surcharge		Next Day=100% surcharge 2 Days=80% Surcharge 3 Days=60% surcharge Prior notice is required for all rush work		1-2 Business Days=500% surcharge (with laboratory approval) 3 Business Days=350% surcharge 5 Business Days=200% surcharge 7 Business Days=150% surcharge		1 Business Day=150% surcharge 2 Business Days=100% surcharge 3 Business Days=75% surcharge 4 Business Days=50% surcharge 5 Business Days=25% surcharge		For Standard Analysis: 1 Business Day=100% surcharge 2 Business Days=75% surcharge 3 Business Days=60% surcharge 4 Business Days=45% surcharge 5 Business Days= 30% surcharge PFAS Analysis: 1 Business Day=200% surcharge 2 Business Days=100% surcharge 3 Business Days=75% surcharge 5 Business Days=50% surcharge	

CITY of WYOMING

ENVIRONMENTAL LABORATORY ANALYSIS SERVICES PROJECT CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Trace Analytical Laboratories, Inc.

[Name of contracting entity]

Incorporation in the State of Michigan

[State and type of entity, e.g., corporation, limited liability company, etc.]

2241 Black Creek Rd.

[Contractor's street address]

Muskegon, MI 49444

[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Approved as to form: Heather Chapman
Heather Chapman, Deputy City Attorney

Contractor: Trace Analytical Laboratories, Inc

By: [Signature]
[Signature officer, director, or principal of Contractor]

Senior Project Manager

[Typed Printed Name & Title of Person Signing for Contractor]

Date signed: May 29th, 2025

CITY OF WYOMING

ENVIRONMENTAL LABORATORY ANALYSIS SERVICES PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

Prein & Newhof
[Name of contracting entity]
A MI Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3260 Evergreen Dr NE
[Contractor's street address]
Grand Rapids MI 49525
[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025

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

City of Wyoming

Contractor: Prein & Newhof, Inc.

By: _____
John Shay, City Manager

By: [Signature]
[Signature officer, director, or principal of Contractor]
Stephen Bylsma Lab Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: May 29, 2025

Approved as to form:

Approved as to form: [Signature]
Heather Chapman, Deputy City Attorney

CITY OF WYOMING

ENVIRONMENTAL LABORATORY ANALYSIS SERVICES PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Fibertec Inc, A Metiri Analytical Inc. Company
[Name of contracting entity]
A Michigan, Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1914 Holloway Drive
[Contractor's street address]
Holt, MI 48842
[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025

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

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

City of Wyoming

Contractor: Fibertec Inc, A Metiri Analytical Inc. Company

By: _____
John Shay, City Manager

By: Sally Cummins
[Signature officer, director, or principal of Contractor]
Chief Commercial Officer
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: June 4th, 2025

Approved as to form: _____
Heather Chapman, Deputy City Attorney

CITY OF WYOMING

ENVIRONMENTAL LABORATORY ANALYSIS SERVICES PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

ALS Environmental

[Name of contracting entity]
A Corporation - Texas

[State and type of entity, e.g., corporation, limited liability company, etc.]
3352 128th ave

[Contractor's street address]
Holland MI 49464

[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025

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

City of Wyoming

By: _____
John Shay, City Manager

Contractor: ALS Environmental

Mike Arnold
By: _____
[Signature officer, director, or principal of Contractor]
Michael Arnold

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 5/12, 2025

Approved as to form:

[Signature]

CITY OF WYOMING

ENVIRONMENTAL LABORATORY ANALYSIS SERVICES PROJECT CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Eurofins Environment Testing North Central, LLC

A Delaware LLC
[Name of contracting entity]
[State and type of entity, e.g., corporation, limited liability company, etc.]
180 S. Van Buren
[Contractor's street address]
Barberton, OH 44203
[Contractor's city, state & zip]

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

Effective Date means: June 17, 2025

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Eurofins Environment Testing

By: _____
John Shay, City Manager

By: _____
[Signature officer, director, or principal of Contractor]

Ray E Shock III, Lab Director

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: June 4, 2025

Approved as to form: _____
[Signature]

Heather Chapman, Deputy City Attorney

Staff Report

Date: May 28, 2025

Subject: Purchase of Fire Hydrants and Accessories

From: Jay VanDyke, Assistant Director of Public Works – Maintenance

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended that the City Council award the Fire Hydrants and Accessories bid to Core and Main, LP and Etna Supply Company at the prices shown on the bid tabulation, authorize the City Manager to execute the associated contracts, and concur with fiscal year 2025 purchases of fire hydrants and accessories.

ALIGNMENT WITH STRATEGIC PLAN:

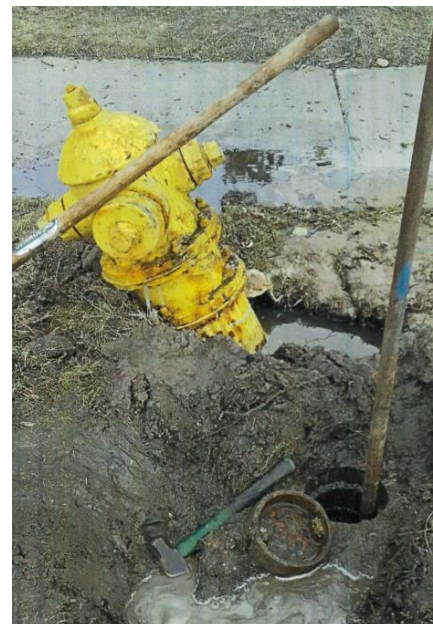
- Pillar 3 – Stewardship
 - Goal 3 – Improve city infrastructure and service reliability.

DISCUSSION:

All city-owned fire hydrants are operated and flushed annually to ensure they are functioning properly. If a hydrant is found to be malfunctioning or leaking, repairs or replacements are made to return it to service. Hydrants are also regularly damaged by vehicle collisions and therefore need repair or replacement. In these instances, the City seeks reimbursement from the vehicle owner or insurance company for such expenses.

When possible, parts from old hydrants are reused for repairs. Over the course of the past fiscal year, staff have not been able to reuse as many parts as in the past and have had to purchase new replacement parts in greater quantities than before.

Because of this and so far in this fiscal year, staff has spent \$26,187.73 in hydrant repair parts. Historically, staff have purchased fire hydrants and related parts in quantities that did not require City Council approval. However, for the reasons previously mentioned and since this dollar amount for this fiscal year exceeds the \$7,500



threshold needing Council approval, it is recommended that Council concur with these prior purchases.

It is anticipated that hydrant-related expenses will continue to exceed \$7,500 over the next fiscal year. In preparation, staff have solicited bids for the purchase of fire hydrants and accessories to ensure compliance with procurement requirements for future purchases.

On May 20, the city received five bids for fire hydrants and accessories. 140 invitations to bid were sent to prospective bidders. Due to supply chain issues, manufacture lead times, and part availability, it is in the best interest of the city to award the bid to the two lowest bidders: Core and Main, LP and Etna Supply Company. Staff expect to spend approximately \$25,000 over the course of the next year on fire hydrant parts and accessories.

BUDGET IMPACT:

Sufficient funds exist in the appropriate water fund accounts.

BID TABULATION:

CITY OF WYOMING

TABULATION OF BIDS
FOR FIRE HYDRANTS AND ACCESSORIES - BID # 2271

OPENED BY THE CITY CLERK ON MAY 20, 2025 AT 11:00 A.M. O'CLOCK

Bid Item	CORE & MAIN	EJ USA INC.	ETNA SUPPLY CO.	FERGUSON WATERWORKS	MICHIGAN PIPE & VALVE
Complete E.J. Hydrant, Standard Height	\$2,870.00	\$3,029.82	\$2,964.00	\$2,995.00	\$3,000.00
12" Extension	\$385.00	\$445.50	\$390.00	\$412.50	\$400.00
18" Extension	\$435.00	\$504.00	\$442.00	\$466.67	\$455.00
Hydrant Wrench	\$24.00	\$62.56	\$48.75	\$73.60	\$67.50
Break-Away Kit	\$158.00	\$182.97	\$160.75	\$169.42	\$164.00
2.5" Nozzle	\$49.00	\$56.92	\$49.90	\$55.82	\$55.00
4" Nozzle	\$121.00	\$139.80	\$122.60	\$129.45	\$130.00
2.5" O-Ring	\$1.95	\$2.28	\$2.00	\$2.24	\$2.53
4" O-Ring	\$4.55	\$5.28	\$4.60	\$5.18	\$5.87
Hydrant Tag	\$0.79	\$0.90	\$0.80	\$1.00	\$1.00
Barrel Gasket	\$10.60	\$12.20	\$10.70	\$12.00	\$12.00

Attachment(s):
Contracts

CITY OF WYOMING

FIRE HYDRANTS AND ACCESSORIES PROJECT CONTRACT

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: Core and Main, LP
(Name of supplying entity)
A Florida Limited Partnership
(State and type of entity, e.g., corporation, limited liability company, etc.)
1219 142nd Ave
(Supplier's street address)
Wayland, MI 49348
(Supplier's city, state & zip)

Effective Date means: May 20th, 2025.

"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

By: _____
John Shay, City Manager

Date signed: _____, 20____

Approved as to form:

_____ 

Contractor: Core and Main, LP

By: Thomas Fisher
(Signature officer, director, or principal of Contractor)

Thomas Fisher District Manager
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 5-15, 2025

COPY

BID/PROPOSAL FORM

Bid/Proposal for Fire Hydrants and Accessories

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

☒

☐

If yes, DUNS #: 62 756 4029

Are you, or the business owner related to an elected official or employee of the City?

☐

☒

If yes, list individuals' name(s) and relationship(s):

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

YES

NO

Woman Owned Company?

☐

☒

Minority Owned Company?

☐

☒

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Core and Main, LP

BID/PROPOSAL FORM, CONTINUED

State bid price as per the specifications included herein.

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges.

FIRE HYDRANTS AND ACCESSORIES	ESTIMATED QUANTITY TO BE PURCHASED	UNIT PRICE (Each)
Complete E.J. Hydrant, Standard Height	6	\$2,870.00
12" Extension	0	\$385.00
18" Extension	0	\$435.00
Hydrant Wrench	5	\$24.00
Break-Away Kits	10	\$158.00
2.5" Nozzle	8	\$49.00
4" Nozzle	5	\$121.00
2.5" O-Ring	8	\$1.95
4" O-Ring	5	\$4.55
Hydrant Tag	20	\$0.79
Barrel Gasket	25	\$10.60

NOTE: As requested in the bid specifications, bidders are to submit bid prices for all the above items, including those for which zero estimated quantities to be purchased may be shown.

State number of days required for deliveries from date of receipt of orders: 2-60 days.

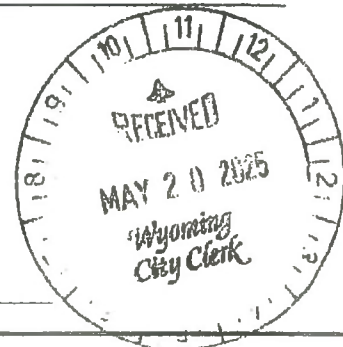
CONTACTS:

Ordering/Scheduling Contact:

Name: Ann Houghtaling Title: Outside Sales Rep
 Email: Ann.Houghtaling@coreandmain.com Phone: 616-238-8110

Proponent's Complete Business Name (if Proponent is DBA include Full Proponent DBA):

Core and Main, LP



BID/PROPOSAL FORM, CONTINUED

Core and Main, LP

[Proponent's Complete Business Name]

[If Proponent is DBA include Full Proponent DBA Here]

Thomas Fisher

[Signature for proponent]

[2nd signature for proponent]

Thomas Fisher District Manager

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 5-15-25

1219 142nd Ave

[Proponent's street address]

616-222-9500

[Proponent's business phone]

Wayland

[City]

MI

[State]

49348

[Zip]

586-615-2645

[Cell phone number(s) of person(s) signing for proponent]

Tom.Fisher@coreandmain.com

[E-mail address(s) of person(s) signing for proponent]

Florida Limited Partnership

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



CITY OF WYOMING

FIRE HYDRANTS AND ACCESSORIES PROJECT CONTRACT 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:

ETNA SUPPLY
(Name of supplying entity)
A WHOLESALE MICHIGAN LLC
(State and type of entity, e.g., corporation, limited liability company, etc.)
4901 CLAY AVE SW
(Supplier's street address)
GRAND RAPIDS MI 49548
(Supplier's city, state & zip)

Effective Date means: MAY 20, 2025

"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

By: _____
John Shay, City Manager

Contractor: ETNA SUPPLY

By: [Signature]
(Signature officer, director, or principal of Contractor)

DALTON POTWETER
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: _____, 20____

Approved as to form: [Signature]

Date signed: 5/8/25, 2025

COPY

BID/PROPOSAL FORM

Bid/Proposal for Fire Hydrants and Accessories

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

☐☒

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?

☐☒

If yes, list individuals' name(s) and relationship(s): _____

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

YES

NO

Woman Owned Company?

☐☒

Minority Owned Company?

☐☒

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

ETNA SUPPLY CO.

BID/PROPOSAL FORM, CONTINUED

State bid price as per the specifications included herein.

All bid prices submitted are to be firm for orders placed within one year from date of award of bid and shall include all delivery charges.

FIRE HYDRANTS AND ACCESSORIES	ESTIMATED QUANTITY TO BE PURCHASED	UNIT PRICE (Each)
Complete E.J. Hydrant, Standard Height	6	\$2964.00
12" Extension	0	\$390.00
18" Extension	0	\$442.00
Hydrant Wrench	5	\$48.75
Break-Away Kits	10	\$160.75
2.5" Nozzle	8	\$49.90
4" Nozzle	5	\$122.60
2.5" O-Ring	8	\$2.00
4" O-Ring	5	\$4.60
Hydrant Tag	20	\$0.80
Barrel Gasket	25	\$10.70

NOTE: As requested in the bid specifications, bidders are to submit bid prices for all the above items, including those for which zero estimated quantities to be purchased may be shown.

State number of days required for deliveries from date of receipt of orders: 7-14 days.

CONTACTS:

Ordering/Scheduling Contact:

Name: DALTON POTWETER Title: CUSTOMER SERVICE REP
 Email: DALTONPOTWETER@ETNASUPPLY.COM Phone: (616) 514-5295

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

ETNA SUPPLY Co.



BID/PROPOSAL FORM, CONTINUED

ETNA SUPPLY CO

[Proponent's Complete Business Name]

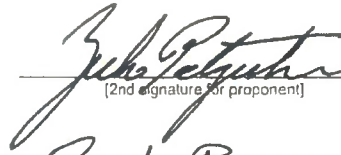
[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

DALTON POTGIETER

[Printed name and title of person signing]



[2nd signature for proponent]

Zech Potgieter

[Printed name and title of 2nd person signing]

Date signed: 5/8/25

4901 CLAY AVE SW

[Proponent's street address]

(616) 514-5295

[Proponent's business phone]

GRAND RAPIDS MI

[City]

[State]

49548

[Zip]

(616) 514-5295

[Cell phone number(s) of person(s) signing for proponent]

DALTON.POTGIETER@ETNASUPPLY.COM

[E-mail address(s) of person(s) signing for proponent]

LLC

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



Date: May 27, 2025

Subject: Water and Wastewater Treatment Chemicals and Liquid Polymers Bid Award

From: Kevin Lynch, Wastewater Treatment Plant, Operations Supervisor
Dave Munch, Drinking Water Plant, Operations Supervisor

CC: Aaron Vis, Director of Public Works

Meeting Date: June 16, 2025

RECOMMENDATION:

It is recommended the City Council award the bid for Water and Wastewater Treatment Chemicals and Liquid Polymers to the low bidders Jacobi Carbons Inc, Arq Purification LLC, Norit Americas Inc, Polydyne Inc, W.K Merriman Inc., Chemtrade Chemicals Corporation, Haviland Products Company, Hexagon Technologies Inc, and Kemira Water Solutions Inc. at the unit prices as bolded on the included bid tabulation for fiscal year 2026.

COMMUNITY, SAFETY, STEWARDSHIP:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability

DISCUSSION:

Various chemicals and polymers are used at both the Drinking Water and Wastewater Treatment Plants throughout their respective treatment processes. Lime slurry is used to prepare biosolids for land application. Muriatic acid is used to clean the odor control scrubbers. Sodium hydroxide is used for odor control. Ferric chloride is used as a backup to biological phosphorus removal. Various powdered activated carbon is used to mitigate taste and odor issues that commonly occur in the summer months. Coagulant aid polymer is used to enhance flocculation and sedimentation. Polymer is used in processing the solid residuals removed from the water during treatment.

On Tuesday, May 20th, 2025, the City Clerk received 10 bids for treatment chemicals and polymers used at both the Wastewater Treatment Plant and the Drinking Water Plant. Eighty-three invitations to bid were sent out to prospective bidders with seventeen bidders downloading the specifications of the bid.

After review of the submitted bids, it is recommended that the City Council award the bid to the vendors at the unit prices as noted in the bold on the attached bid tabulation. Staff are recommending that the liquid lime slurry be awarded to both bidders due to the importance of the chemical to the wastewater treatment process and historical issues with the availability and lengthy delivery times. Staff will, however, utilize the low bid whenever possible. Chemical prices have continued to stabilize with three chemicals remaining virtually the same price, six chemicals increased by about 5%, and the remaining three chemicals decreased by about 20%.

Over the past several years, the chemical market has experienced significant price fluctuations due to national and international disasters or events that are beyond the control of both the City and the chemical supplier. Therefore, we respectfully request that those be reviewed and approved by the City Manager as required, without the need for Council approval.

BUDGET IMPACT:

Projected funds were budgeted in account 590-536-54300-740.000 (WWTP) and 590-536-54800-740.000 (GVRBA). 591-537-55300-740.000 (DWP).

Tabulation of Bids

2270 – Water and Wastewater Treatment Chemicals and Liquid Polymers -TAB SHEET

Opened by the City Clerk on May 20, 2025

Powdered Activated Carbon			
	Coconut Powdered Activated Carbon	Coal Powered Activated Carbon	Lignite powdered activated Carbon
	Per Ton	Per Ton	Per Ton
Jacobi Carbons, Inc.	\$2,040.00		
Arq Purification, LLC("Arq")		\$1,680.00	
Donau Carbon US, LLC		\$1,960.00	
Norit Americas, Inc.			\$1,900.00

Liquid Polymers		
	Product Description	Proposed Price
Polydyne Inc.	Cat-ionic Coagulant Aide Polymer Clarifloc C-308P	\$9.29/gallon
Polydyne Inc.	Cat-ionic Dewatering Polymer Clarifloc C-6260	\$15.88/gallon
Hexagon Technologies, Inc.	Hexafloc WY-23	2.28/lb.
Polydyne Inc.	Clarifloc C-6276X	2.55/lb.

Wastewater Treatment Plant Chemicals				
	Liquid Slurried Lime	Aqueous Iron (Ferric) Chloride	Sodium Hydroxide	
	Per Liquid Ton	Per Dry Ton	Per 3,000 Gallons	Per 55 Gallon Drum (In quantities of 2 drums per order)
Alexander Chemical Corporation, A Carus Company			\$3.56/gal	\$395.00
Chemtrade Chemicals US LLC	\$210.00/Wet			
Haviland Products Company			\$7,260.00	\$189.00
JCI Jones Chemical, Inc.			\$10,890.00	\$275.00
Kemira Water Solutions		\$1,179.00		
Webb Chemical		\$1,225.00	\$2.43/GAL \$7,290/3000GAL	\$4.08/GAL \$224.40/55GAL
Chemical Services INC.			\$8,850.00 \$2.95/GAL	
WK Merriman	\$224.00/Wet			

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

	<u>Polydyne Inc.</u>
A	<u>(Name of contracting entity)</u>
	<u>Delaware Corporation</u>
	<u>(State and type of entity, e.g., corporation, limited liability company, etc.)</u>
	<u>One Chemical Plant Rd.</u>
	<u>(Contractor's street address)</u>
	<u>Riceboro, GA 31323</u>
	<u>(Contractor's city, state & zip)</u>

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

Effective Date means: July 1, 2025

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

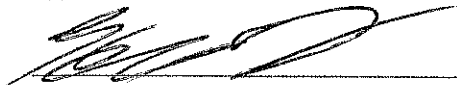
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming


By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Contractor: Polydyne Inc.

By: 

(Signature of officer, director, or principal of Contractor)

Boyd Stanley, Sr. Vice-President
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: May 13, 2025

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means: HEXAGON TECHNOLOGIES, INC.

A S-CORE [Name of contracting entity]

3600 CHAMBERLAIN LANE STE 802 [State and zip of entity (e.g., Corporation, Limited Liability Company, etc.)]

LOUISVILLE, KY 40241 [Contractor's street address]

[Contractor's city, state & zip]

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

Effective Date means: _____, 202__.

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

Proposal means Contractor'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.

Work means the services described and specified in the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

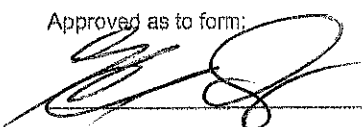
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Contractor: HEXAGON TECHNOLOGIES

By: 
[Signature of officer, director, or principal of Contractor]

RAJ SHAH, VICE PRESIDENT

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: MAY 16, 2025

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

Kemira Water Solutions, Inc.
[Name of contracting entity]
A Delaware Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4321 W. 6th St.
[Contractor's street address] Lawrence, KS 66049
[Contractor's city, state & zip]

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

Effective Date means: _____, 202__.

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

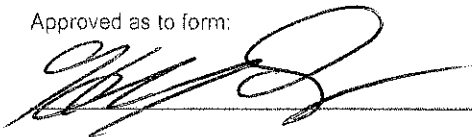
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

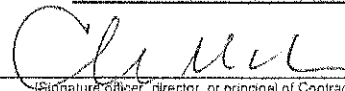
By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:



Contractor: Kemira Water Solutions, Inc.

By: 
Christina M. Imbrogno
Commercial Support Manager
[Type/Printed Name & Title of Person Signing for Contractor]

Date signed: May 13, 2025

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

W.K. Merriman, Inc.
A Corporation - Pennsylvania
7038 Fort River Rd.
Pittsburgh, PA 15225

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

Effective Date means: _____, 202__.

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Contractor: W.K. Merriman, Inc.

By: Wendy Chevalier
[Signature officer, director, or principal of Contractor]

Wendy Chevalier - VP
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 5/7, 2025

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Arq Purification, LLC
(Name of contracting entity)
A Limited Liability Company - Delaware
(State and type of entity, e.g., corporation, limited liability company, etc.)
8051 E. Maplewood Ave Suite 210
(Contractor's street address)
Greenwood Village, CO 80111
(Contractor's city, state & zip)

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

Effective Date means: July 1st, 2025.

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Arq Purification, LLC

By: _____
John Shay, City Manager

By: Denise Kania
(Signature officer, director, or principal of Contractor)

Date signed: _____, 20__

Denise Kania, Vice President
(Typed/Printed Name & Title of Person Signing for Contractor)

Approved as to form:

Date signed: May 14th, 2025



WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT
CITY OF WYOMING, MICHIGAN

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

Contractor means: Jacobi Carbons, Inc.

[Name of contracting entity]

An Ohio Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]

432 McCormick Blvd

[Contractor's street address]

Columbus, OH 43213

[Contractor's city, state & zip]

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

Effective Date means: _____, 2025

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Jacobi Carbons, Inc.

By: John Shay, City Manager

By: [Signature]
[Signature officer, director, or principal of Contractor]

(Signature officer, director, or principal of Contractor)

Margo Pape- Municipal Bid Specialist

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____ 20____

Approved as to form:

Date signed: May 15th, 2025

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Norit Americas, Inc.

[Name of contracting entity]

A Georgia, Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]

3200 University Ave

[Contractor's street address]

Marshall, TX 75670

[Contractor's city, state & zip]

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

Effective Date means: _____, 202__.

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

[Signature]

Contractor: Norit Americas, Inc.

By: *Amber Lewis*

[Signature officer, director, or principal of Contractor]

Amber Lewis - Inside Sales

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 3, 2025

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT CITY OF WYOMING, MICHIGAN

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

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

Contractor means: **CHEMTRADE CHEMICALS US LLC**

(Name of contracting entity)
A LIMITED LIABILITY CO/DELAWARE

(State and type of entity, e.g., corporation, limited liability company, etc.)
90 EAST HALSEY ROAD, SUITE 200

(Contractor's street address)
PARSIPPANY, NJ 07054

(Contractor's city, state & zip)

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

Effective Date means: 7/1/25, 2025.

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

NONE

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20____

Approved as to form:

Contractor:

CHEMTRADE CHEMICALS US LLC

By: _____

(Signature officer, director, or principal of Contractor)

PARUL KACHHIA-PATEL, BID SPECIALIST

(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: MAY 8, 2025

CITY OF WYOMING

WATER AND WASTEWATER TREATMENT CHEMICALS AND LIQUID POLYMERS CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means:

Haviland Products Company
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
421 ANN ST NW
[Contractor's street address]
Grand Rapids, MI 49504
[Contractor's city, state & zip]

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

Effective Date means: June 1, 2025

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

Proposal means Contractor'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.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

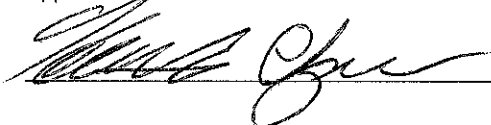
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

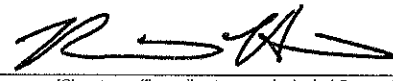
By: _____
John Shay, City Manager

Date signed: _____, 20____

Approved as to form:



Contractor: Haviland Products Company

By: 
[Signature officer, director, or principal of Contractor]

Rich Held - Sales Director
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 2, 2025