

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**GODFREY-LEE EARLY CHILDHOOD CENTER**  
**961 JOOSTEN STREET**  
**MONDAY, JUNE 4, 2018, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Pastor Matt Yonker, Resurrection Life Church

*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*

**3) Pledge of Allegiance**

**4) Roll Call**

**5) Student Recognition**

**6) Approval of Minutes**

From the May 21, 2018 Regular Meeting

**7) Approval of Agenda**

**8) Public Hearings**

*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**9) Public Comment on Agenda Items**

*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**10) Presentations and Proclamations**

a) Presentations

1. Department of Public Safety Annual Report

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

a) Budget Amendment No. 69 – To Appropriate \$16,765.72 of Budgetary Authority for Capital Projects for the District Court and Recognize Additional Revenue of \$6,765.72 from the State of Michigan

**14) Consent Agenda**

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

- a) To Appoint Kimberly S. Koster as a Representative of the City of Wyoming on the Board of the EMS Consortium Partnership
- b) To Appoint Kimberly S. Koster as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- c) To Appoint Sheldon DeKryger as City Council Liaison to the Historical Commission for the City of Wyoming
- d) To Appoint Megan Sall as Representative of the City of Wyoming on the Grand Valley Metro Council Executive Board

**15) Resolutions**

- e) To Grant Preliminary Plat – Tentative Approval for the Proposed Chapel Estates Subdivision
- f) To Approve Trinity Lane Street Name Change to Hoffman Court
- g) To Authorize the Mayor and City Clerk to Execute a Restrictive Covenant with Wilma J. Beld (Formerly Known as Wilma J. Huitema), as Trustee of the Wilma J. Beld Trust Dated July 21, 1993, for the Property Located at 5620 Ivanrest Avenue, SW
- h) Of Support for the City of Grand Rapids Grant Application to Mill and Resurface Asphalt Pavement on Eastern Avenue from 28<sup>th</sup> Street to 400 Feet North of 44<sup>th</sup> Street in the Cities of Wyoming and Grand Rapids, Michigan
- i) To Approve an Application by the Community Enrichment Commission of the City of Wyoming for a Permit for Discharge of Fireworks
- j) To Amend the By-laws for the Wyoming Retirement System Board of Trustees
- k) To Authorize the City Manager to Execute an Employment Agreement with the Fire Chief (Deputy Director of Fire Services)
- l) To Authorize the Mayor and City Clerk to Execute an Agreement for Specific Home Repair Services
- m) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Heart of West Michigan United Way for Administration of the Kent County/Grand Rapids/Wyoming Regions Continuum of Care
- n) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2018-2019
- o) To Authorize the Mayor and City Clerk to Enter into an Agreement with the City of Grand Rapids to Perform Subrecipient Monitoring Services on Behalf of the City of Wyoming
- p) To Authorize the Mayor and City Clerk to Enter into an Agreement with the County of Kent to Perform Subrecipient Monitoring Services on Behalf of the City of Wyoming
- q) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Salvation Army Social Services of Kent County
- r) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of Grand Rapids
- s) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Hispanic Center of Western Michigan

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

- t) To Authorize the Mayor and City Clerk to Accept a Donation of Funds from the Wyoming Senior Fellowship Club, Inc. and to Authorize the Related Budget Amendment (Budget Amendment No. 68)
- u) To Authorize the City Manager to Accept a Proposal for Professional Services with P.M. Blough, Inc.
- v) To Purchase Fuel from J&H Oil Co. and to Authorize the City Manager to Execute the Exxon Mobil Business Fleet and Fleet National Account Application
- w) To Authorize the Purchase of Aluminum Sulfate (Alum) and Hydrofluorosilicic Acid (Fluoride)
- x) For Award of Bids
  - 1. Water Treatment Chemicals & Polymers
  - 2. Clean Water Chemicals
  - 3. HVAC Unit

**17) Ordinances**

- 7-18 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (113) Thereto to Rezone 0.7 Acres from I-1 Light Industrial to B-2 General Business (3219 Eastern Avenue SE) (Final Reading)
- 8-18 To Amend Article 11 of Chapter 90 of the Code of the City of Wyoming (Form Based Code) (Final Reading)
- 10-18 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (114) Thereto to Rezone 1.0 Acres from I-1 Light Industrial to R-2 Single Family Residential (Portion of 2712 Chicago Drive, Portion of 2235 Roys Avenue and 2215 Roys Avenue SW) (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**20) Closed Session** (as necessary)

**21) Adjournment**



# Wyoming Department of Public Safety 2017 Annual Report

**HONOR - COURAGE - DUTY - TRUST**

**Chief James E. Carmody**

Wyoming Department of Public Safety  
2300 Dehoop SW, Wyoming Michigan 49509  
616.530.7300 [www.wyomingmi.gov](http://www.wyomingmi.gov)





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### OUR VISION

We recognize the value of establishing and maintaining community partnerships. From our professional staff and sworn members, to the many citizen and business groups who assist us in the fulfillment of our mission, we remain committed to the further enhancement of these partnerships. We will continually strive to develop the skills of our members, and to efficiently and effectively manage our resources to deliver the highest level of police service to the citizens of Wyoming.

### OUR MISSION

The **DUTY** of the Wyoming Department of Public Safety is to serve the people of our community with dignity, respect, fairness and compassion. We serve with **COURAGE** to protect life and property and maintain law and order. We will uphold the **TRUST** placed in us to safeguard constitutional guarantees and will do so with **HONOR** worthy of those who have served before us.

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# Chief's Message: JAMES E. CARMODY



For the past eleven years, it has been my pleasure to report to you how well - or at times not so well – we have performed over the previous year. This year's report is somewhat different, because it will be my last report to you. By the time this annual report is printed and published, I will have retired as the Director of Police and Fire Services from the City of Wyoming's, Department of Public Safety (WYDPS).

I can begin by reporting that; although we have seen a slight increase in some areas, such as aggravated assaults and robberies, the remaining part one and part two crimes reflect continuing decreases. However, even with those minor increases, crime in the City of Wyoming remains well below national averages for cities of comparable size and population. Traffic enforcement continues to be a challenge.

As commercial and residential growth continues in an upward direction, so do the demands for public safety service, especially in the southern regions of the City. This presents an ongoing challenge to both police and fire personnel. With the increase in traffic throughout the City; traffic congestion, crashes and the resulting injuries require a response. As these numbers rise, along with our general calls for service, our officers and firefighters find themselves running from call to call on a more frequent basis. As the City grows, our personnel numbers have remained static for the past decade, causing a slow progression from being a proactive service organization, to more of a reactive service level. That will present some significant challenges in the future as the funding sources for all City budgets remain constrained.

But, in spite of those difficulties, the men and women of the WYDPS go into the field each day with one sole purpose; to provide only the best in quality public safety service, regardless of the obstacle. It has been both an honor and a privilege to work alongside this incredible group of people, and I cannot thank them enough for their dedicated service to you, our citizens.

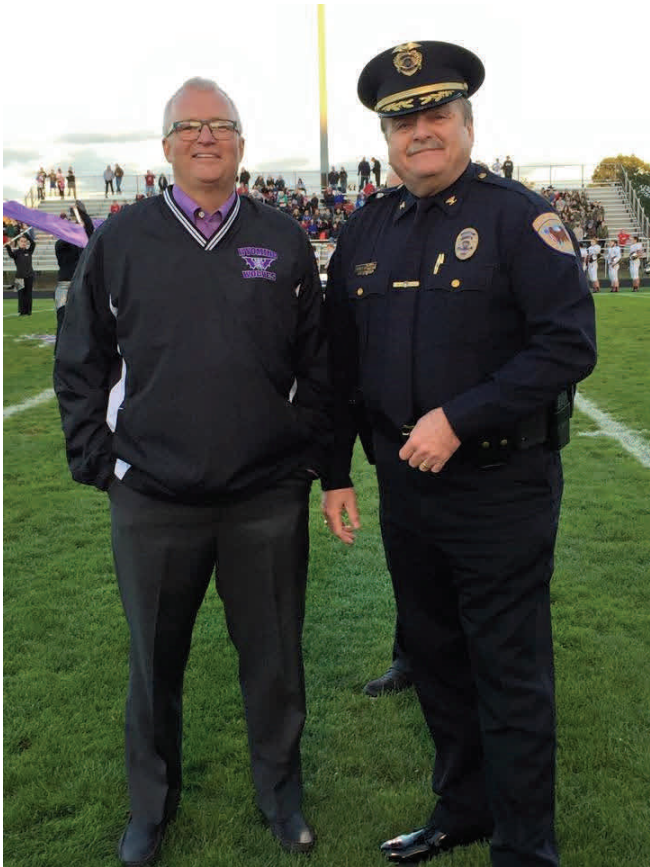
And in closing, I want to thank you, our residents and visitors for your continued support, your prayers during some very difficult days and for the gratitude that you so warmly bestow on us almost on a daily basis. Those small gestures that you demonstrate to my officers and staff such as a; "...thank you for your service," or the gift of a lunch from a stranger, cookies dropped off at a fire station, or a hot cup of coffee to an officer directing traffic, may seem small in nature but their effect touches the heart of every employee who receives them. I cannot thank you enough for taking good care of our people.



Finally, I have served the residents of Michigan for more than 42 years as a police officer, with nearly twelve of those years here in Wyoming. Although there are many dark memories of the things that we encounter in our profession, my thoughts today are filled more with the goodness of people rather than evil. I have worked with some of the best in our profession who will continue to serve you – and me – long after I have retired. Please keep them, and their families, in your thoughts and prayers.

Thank you and farewell.

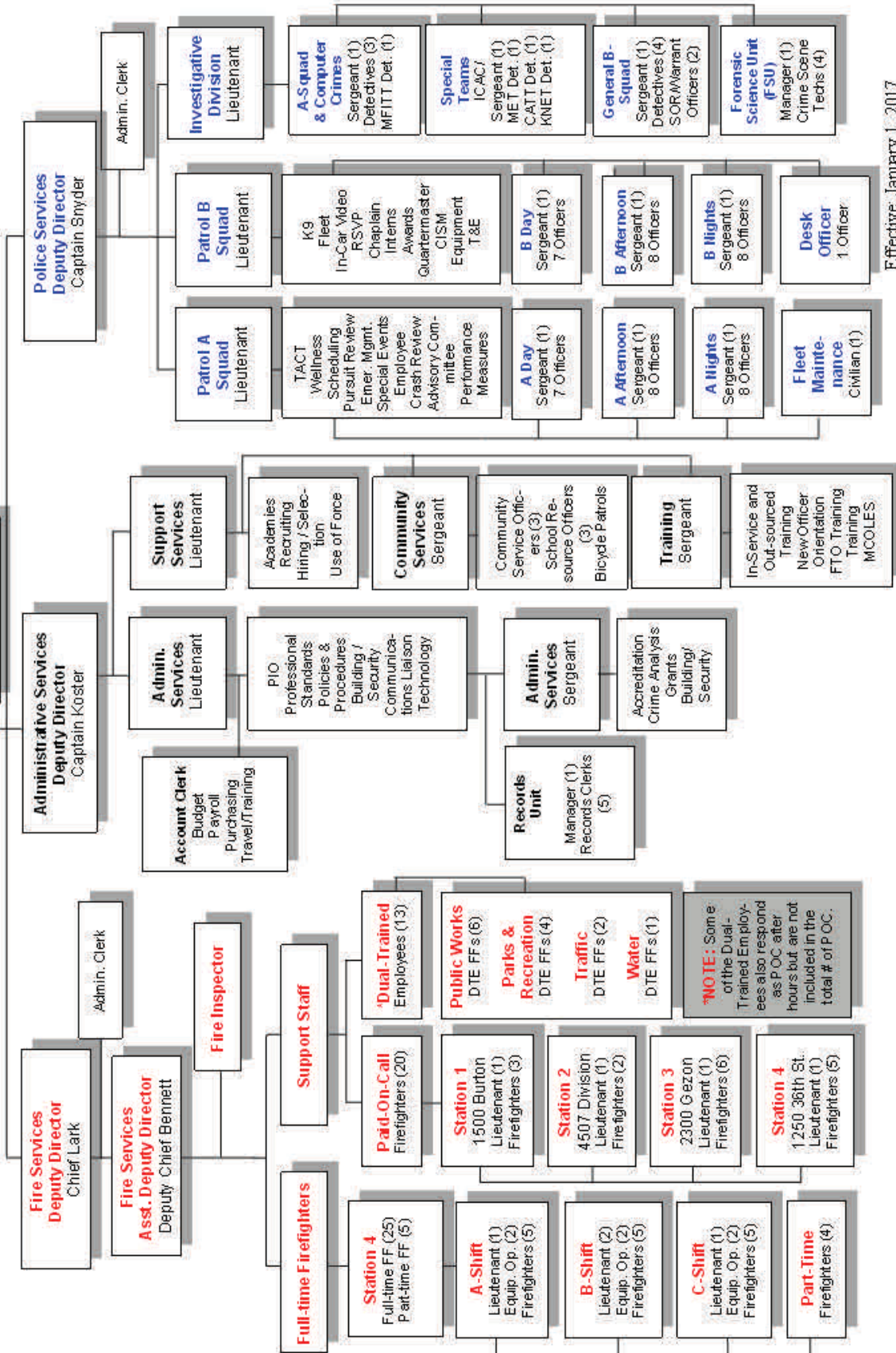
Chief JAMES E. CARMODY  
Director of Police and Fire Services



# 2017 ORGANIZATIONAL STRUCTURE



**Wyoming Department of Public Safety**  
**Director**  
 Chief James E. Carmody



Effective: January 1, 2017

# 2017 Accreditation



The Wyoming Department of Public Safety has been nationally accredited through the Commission on Accreditation for Law Enforcement Agencies (CALEA) since March 2012. The primary cornerstones that comprise the CALEA Difference and distinguish CALEA from all other forms of public safety accreditation are professionalism, stewardship, integrity, diversity, independence, continuous improvement, objectivity, credibility, consistency, knowledge, experience, accountability and collaboration. Considering these pillars of strength and fortitude, CALEA is the unrivaled credentialing organization within the Public Safety sector.

The Department received its first re-accreditation in March 2015. Again, the CALEA process provided the Wyoming Department of Public Safety an opportunity to voluntarily demonstrate that we met the established 486 standards of professional processes. These include: formalize essential management procedures; establish fair and non-discriminatory personnel practices; improve service delivery; solidify inter-agency cooperation and coordination; increase community and staff confidence in the agency; and strengthen crime prevention and control capabilities.

The Public Safety Department received its second re-accreditation assessment in November 2017. This time the Department chose to be assessed against the CALEA Gold Standard. The Gold Standard focuses primarily on processes and outcomes associated with standards specific to agency policies. In short, it works to measure the impact of accreditation as opposed to simply confirming compliance through a file-by-file review.

In addition to strong organizational health and an absence of issues that detract from the professionalism of the agency, the following general criteria must be met before an agency may be considered for participate in the Gold Standard Accreditation:

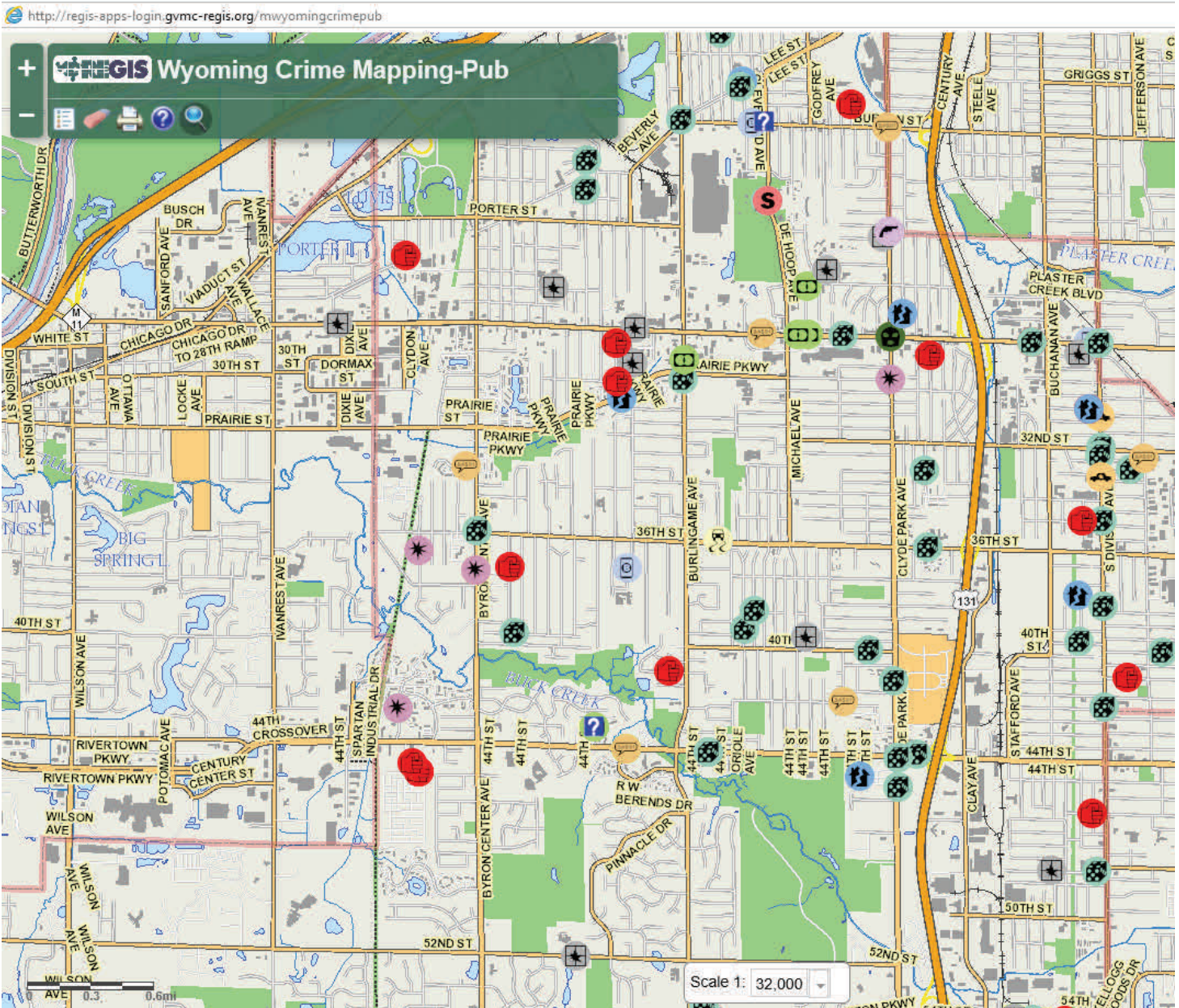
- Must have two previous accreditation awards at the level of accreditation currently being sought.
- Must not have had compliance issues in most recent assessment.
- Must not have had process management issues in most recent assessment.
- Must not currently be under a consent decree or memorandum of understanding.
- Must not be exercising agency requested assessment extension option for current process.
- Must have submitted all three Agency Status Reports as required and on time.

The Department successfully completed the Gold Standard Assessment and will receive its Gold Standard—Second re-accreditation, with Excellence, in March 2018.

# 2017 Crime Statistics - Crime Mapping

The Wyoming Department of Public Safety crime mapping program provides public access to crime information for the City of Wyoming through REGIS at <http://regis-apps-login.gvmc-regis.org/mwyomingcrimepub>. This web-based application allows citizens to view crime activity in their local community. Using the many options and feature of this website, users can search for crimes that may have occurred near an address, a specific date / time inquiry or within a certain geographic boundary.

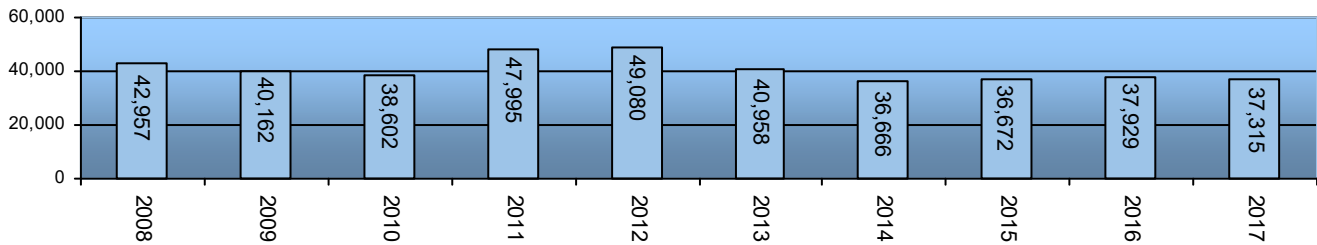
One of the hallmarks that most governments, citizens, and many prospective residents look to in evaluating a community is crime and the perception of crime. The Wyoming Department of Public Safety recognizes that crime control is one of our critical missions.



# 2017 Crime Statistics - Executive Summary

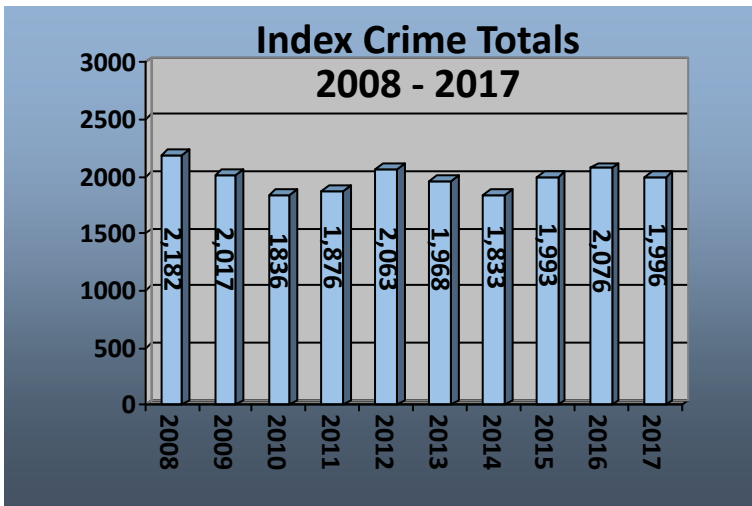
	2016	2017	Percentage of Change
<b>Calls for Service</b>	37,929	37,315	- 1.6

Calls for Service  
2008 -2017



	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>INDEX CRIME</b>											
<b>Violent Crime</b> (Homicide, CSC, Robbery and Aggravated Assault)	317	270	269	201	243	308	296	242	223	277	304
% Annual Change		-14.5%	-4%	-25.3%	+20.9%	+21.1%	-3.9%	-18.2%	-7.9%	+24.2%	+8.9%
<b>Property Crime</b> (Arson, Burglary, Larceny and Motor Vehicle Theft)	2,320	1,912	1,748	1,635	1,633	1,755	1,672	1,591	1,760	1,799	1,692
% Annual Change		-17.6%	-8.6%	-6.5%	-1%	+7.5%	-4.8%	-4.8%	+10.6%	+2.2%	-6.0%
<b>TOTAL INDEX CRIME</b>	2,637	2,182	2,017	1,836	1,876	2,063	1,968	1,833	1,983	2,076	1,996
% Annual Change		-17.3%	-7.6%	-9.0%	+2.2%	+10.0%	-4.6%	-6.9%	+8.2%	+4.7%	-3.8%
<b>NON-INDEX CRIME</b> (DUI, Drugs, Prostitution, weapons and all other crimes)	4,723	4,475	4,649	3,723	4,227	4,492	4,289	4,033	3,989	4,242	4,270
% Annual Change		-5.3%	+3.9%	-20.0%	+13.5%	+5.9%	-4.5%	-6.0%	-1.1%	+6.3%	+0.7%
<b>TOTAL CRIME</b>	7,360	6,657	6,666	5,559	6,103	6,555	6,257	5,866	5,972	6,318	6,266
% Annual Change		-9.6%	+1%	-16.6%	9.8%	+7.4%	-4.5%	-6.2%	+1.8%	+5.8%	-0.8%

# 2017 Crime Statistics - Executive Summary

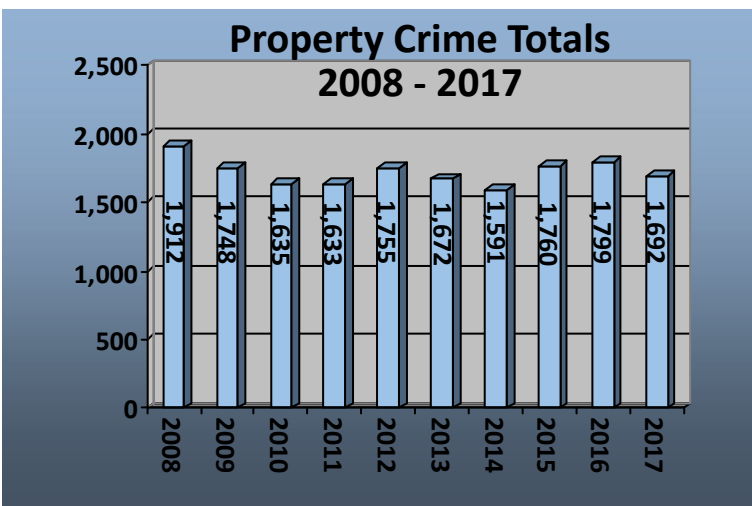
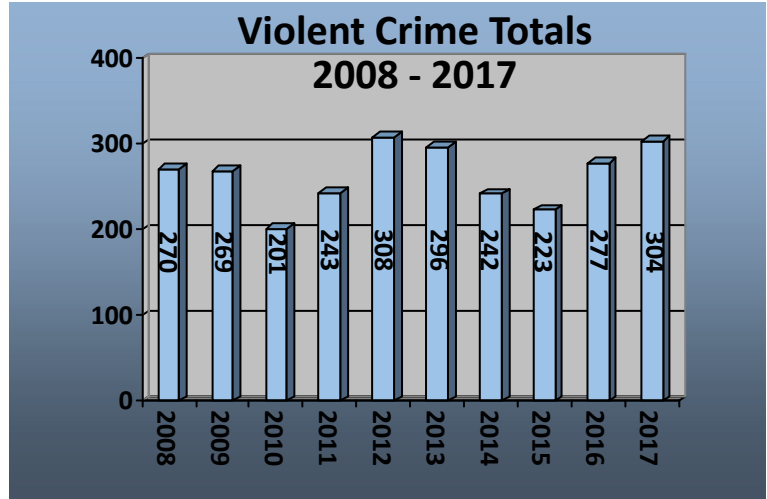


**Total Index Crime**  
**-3.8%**  
 2017: 1,996  
 2016: 2,076

\* Includes Violent and Property Crimes

**Total Violent Crime**  
**+9.7%**  
 2017: 304  
 2016: 277

\* Includes Homicide, Criminal Sexual Conduct, Robbery and Aggravated Assault



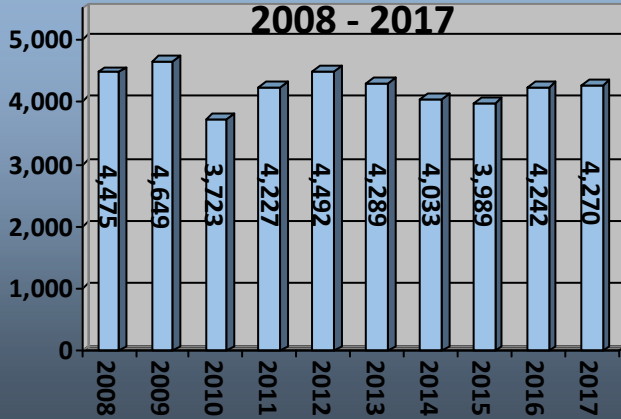
**Total Property Crime**  
**-5.9%**  
 2017: 1,692  
 2016: 1,799

\*Includes Arson, Burglary, Larceny and Motor Vehicle Theft

# 2017 Crime Statistics - Executive Summary

## Non-Index Crime Totals

2008 - 2017



Total  
Non-Index Crime  
**+0.7%**  
2017: 4,270  
2016: 4,242

\* All other crime that is not included in Total Index Crime

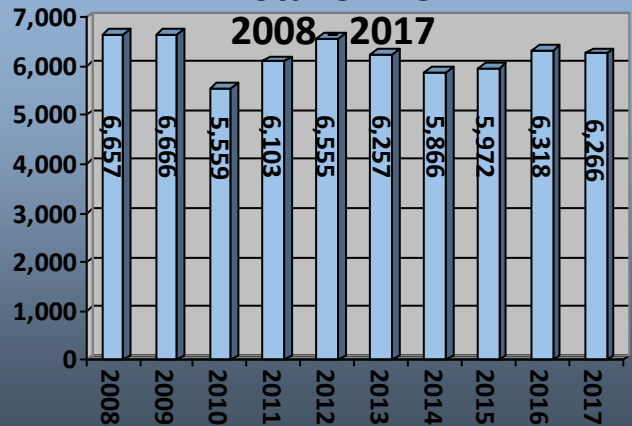
Total Crime  
Index and Non Index

**-0.8%**

2017: 6,266  
2016: 6,318

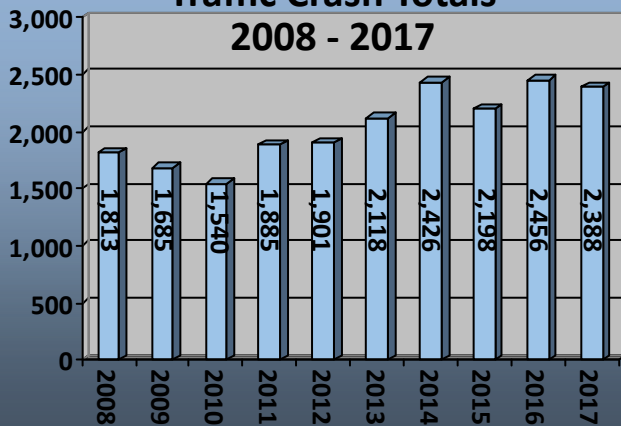
## Total Crime

2008 - 2017



## Traffic Crash Totals

2008 - 2017



## Traffic Crash Fatalities

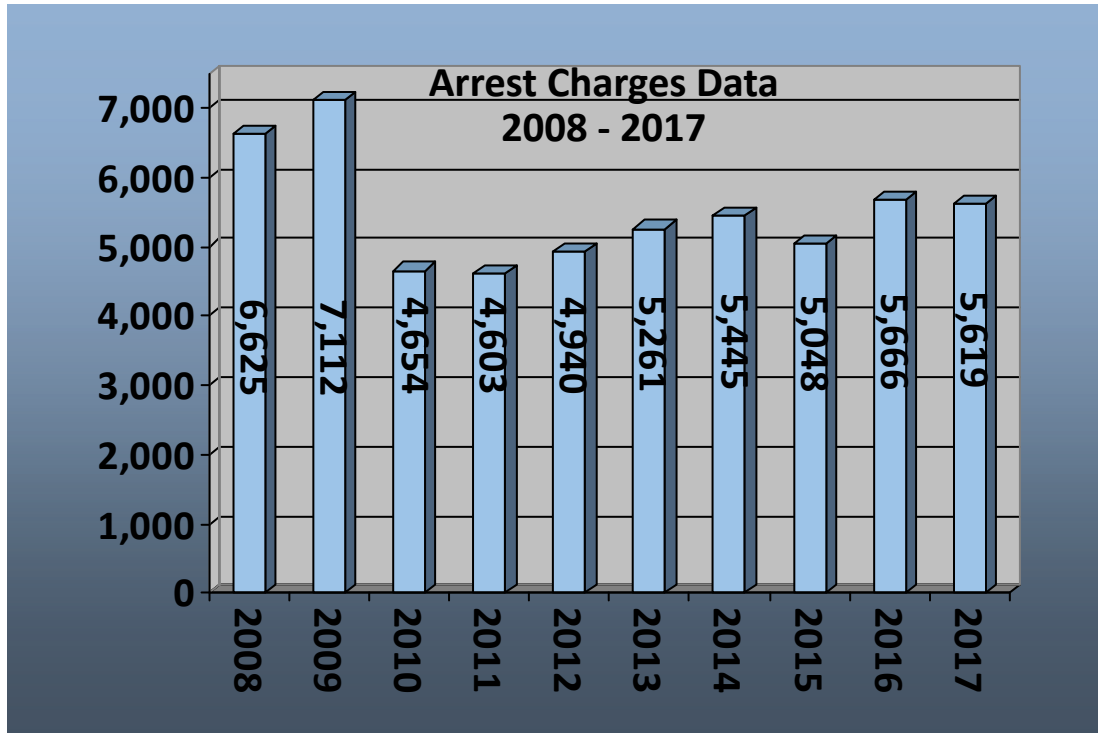
2017 : 7  
2016: 6  
2015: 7  
2014: 7  
2013: 3  
2012: 4  
2011: 2  
2010: 3  
2009: 6  
2008: 7

# 2017 Crime Statistics - Executive Summary

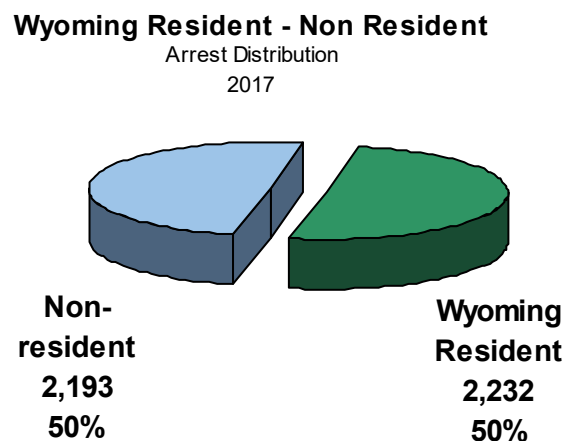
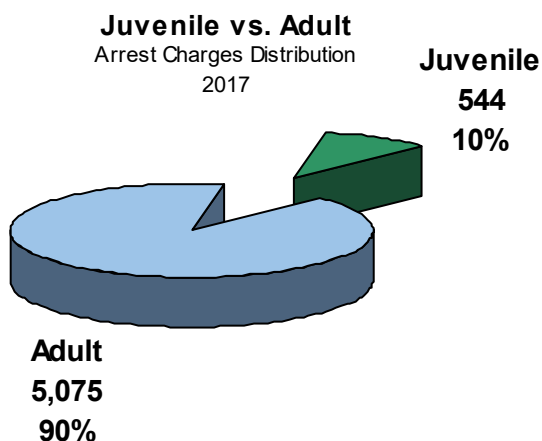
## Non-Index Offense Analysis 2017 Annual Summary

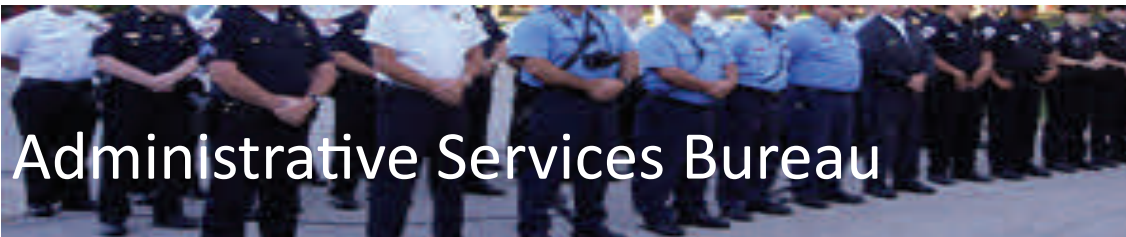
Offense Reported	Definition	2017	2016	% Change
Negligent Manslaughter	Deaths determined by police investigation to be primarily caused by gross negligence (except motor vehicle accidents).	3	2	33%
Non-Aggravated Assault	An unlawful physical attack by one person upon another, where no weapon is present and no severe injury occurs.	1,147	1,093	5%
Forgery & Counterfeiting	The making, altering, uttering, or possessing with intent to defraud, anything false in the semblance of that which is true.	62	54	15%
Fraud	The fraudulent conversion and obtaining money or property by false pretense.	433	345	26%
Embezzlement	The illegal taking, misapplying, or misappropriating of money, or other things of value which have been entrusted to ones care, custody or control.	35	28	25%
Stolen Property	The buying, receiving, or possessing personal property of another which has been criminally taken.	33	41	-20%
Vandalism	The willful or malicious destruction of public or private property.	313	397	-21%
Weapons Offenses	The violation of laws or ordinances prohibiting the manufacture, sell, purchase, transportation, possession, concealment, or use of firearms, or other deadly weapon.	45	30	50%
Prostitution & Vice	The illegal activities related to engaging in normal or deviate, heterosexual or homosexual acts for profit or gain.	2	3	-33%
Sex Offenses	The illegal acts done for sexual stimulation or gratification, or involving display or exposure of sexual organs. Rape and prostitution not included.	99	89	11%
Narcotic Laws	The unlawful possession, use, sale, growing, manufacturing, and making of illegal drugs.	649	703	-8%
Gambling	Unlawful engaging in playing, operating, and assisting in operating a game of chance for money or some other stake.	0	0	N/A
Offenses Against Family & Children	Any non-violent offenses by a member of a family which threatens the unity of the family, the physical or economic welfare or morals or members of the family.	79	83	-5%
Driving Under the Influence	The driving or operating of any vehicle while under the influence of liquor or drugs.	264	229	15%
Liquor Laws	Unlawfully acquiring, manufacturing, transporting, or selling intoxicating alcoholic liquor.	97	133	-27%
Disorderly Conduct	Offense which disturbs the peace and tranquility of the community in general.	169	155	9%
Other Minor Offenses	All other criminal activity (including drunkenness, vagrancy, curfew, loitering and runaways.)	840	857	-2%
Total		4,270	4,242	1%

# 2017 Crime Statistics - Arrest Charges Data



Under Michigan law, the definition of a juvenile is a person who is under 17 years of age, and an adult is someone who is seventeen years of age and older. Total Arrest Charges were slightly lower in 2017 (47 total) than in 2016. Total persons arrested remained relatively steady with 4,478 persons arrested in 2016 and 4,425 persons arrested in 2017. Please be mindful that the persons arrested number will be less than the arrest charges number in that one person arrested may have more than one arrest charge.



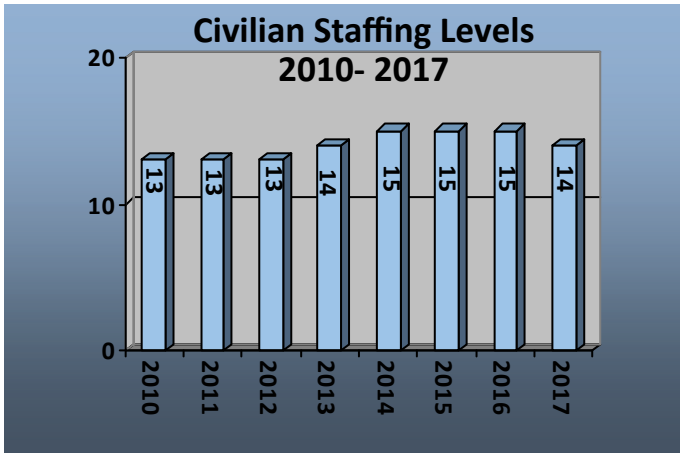
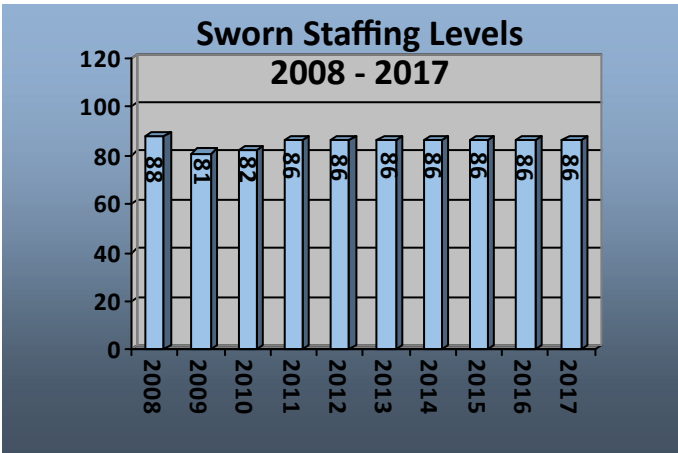


# Administrative Services Bureau

The Administrative Services Bureau is comprised of the Office of the Chief of Police, to include: one Captain, two Lieutenants, three Sergeants, seven Officers, one Administrative Assistant, and one Account Clerk. The Bureau also includes the Records function comprised of one Office Manager and four Office Specialists.

The Specialized Services and the responsibilities of the Bureau include:

- Budget / Procurement
- CALEA Accreditation
- Personnel / Hiring
- Recruiting
- MCOLES Certification
- Payroll Reporting and Grants
- Building and Grounds Services
- Serious and Fatal Traffic Crash Investigations
- Crime Analysis
- Travel and Training
- Policy and Procedures
- Department Technology
- Public Information Office
- Annual Reporting
- Internal Affairs
- Records Management Unit
- Community Services Unit
- Training Unit



\* Prior to 2010 Civilian Staff Included Public Safety Dispatch Staff

# Awards, Commendations and Internal Affairs

The Wyoming Department of Public Safety recognizes its members who distinguish themselves by performing service (s) over and above what is normally expected in similar circumstances. The Department has an Awards Board that consists of a broad representation of the Department that is tasked with reviewing any requests for awards submitted by department personnel. The award board determines the award (s) to be issued, as well as the manner in which those awards will be presented to the recipients.

## Challenge Coins

Ofc. Kelsey Eisen  
Ofc. Michael Nachtegall  
Ofc. Jake Terpstra  
Ofc. Joshua Yancho

## Certificate of Merit

Ofc. Aaron Brooks  
Ofc. Eric Grunewald  
Ofc. Michael Nachtegall  
Ofc. Erich Staman  
Ofc. Joshua Yancho  
Ofc. Tyler Zbikowski  
Lt. Chris Velzen  
FF Brad Deppe  
FF Brad Dornbos  
FF Greg Friske  
FF Tom Marsman  
FF Dan Royce  
FF Brandon Travis

## Life Saving Award

Lt. Chris Velzen  
FF Brad Dornbos  
FF Greg Friske  
FF Jason Hanlon  
FF Andrew Klinkner  
EO Troy Landis

## Individual Commendation

Det. Denny Ferguson  
Ofc. Aaron Freeman  
Ofc. Eric Grunewald  
Ofc. Andrew Koeller  
Ofc. Chad Lynn  
Ofc. Phil Swiercz  
Ofc. Mitch Veldman  
FSU Julie Carmody  
FSU Shelby Peiffer

## Police Heart

Ofc. Ryan Silvis

## Chief's Award of Professional Excellence

Sgt. Robert Aungst

## Outstanding Administrative Service Award

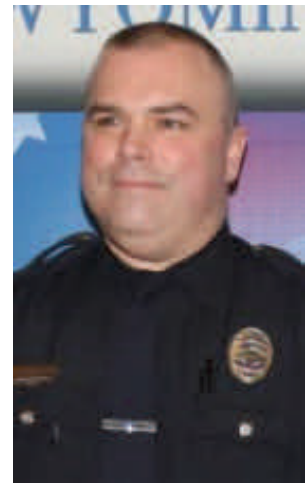
Ofc. Mitch Veldman

## Senior Volunteer Service Awards

15 years	Art Blackport
10 years	Carol Lomonaco
10 years	Kendall Meyer
5 years	Doug Broek
5 years	Tom DeYoung
5 years	Don Joyce
5 years	Cheryl Rendak

## Unit Commendation

Lt. James Maguffee  
Sgt. Dan Mahoney  
Sgt. John McCaw  
Sgt. Julie Waters  
Ofc. Alvin Cho  
Det. Chris DeBoer  
Det. Greg Duffy  
Det. Dennis Ferguson  
Det. Devon Holmberg  
Det. Margaret McKinnon  
Det. Robert Meredith  
Ofc. Carmen Morales  
Det. Paul Pena  
Det. Dennis Pittman  
Det. Robert Robinson  
Det. D.J. Verhage  
FSU Terra Wesseldyke  
FSU Julia Carmody  
FSU Todd Masula  
FSU Shelby Peiffer  
Office Specialist Sandy Loomis  
Lt. Joe Jones  
Lt. Dennis VanTassell  
FF Steve Boetsma  
FF Bryan Butcher  
FF Eric Campbell  
EO Daniel Deppe  
FF Matt Frazee  
FF Jason Hanlon  
FF Justin Haverkate  
EO Troy Landis  
FF Kyle Visser  
EO Scott Vredevoogd



**Officer of the Year**  
Ryan Silvis

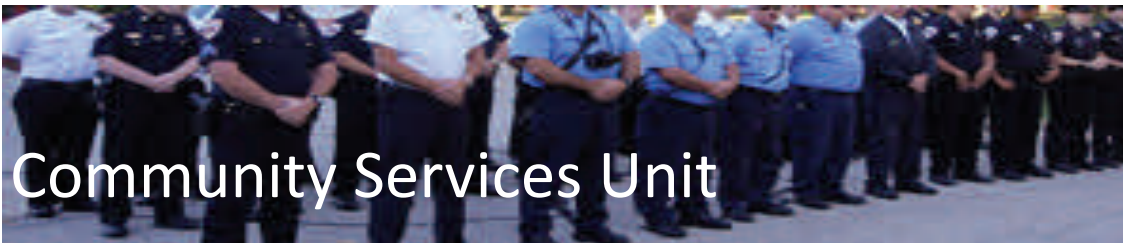


**Fire Fighter of the Year**  
Lt. Dennis VanTassell

## Summary of Citizen Complaints and Internal Investigations

Twenty-two (22) complaints involved Police Services personnel:

- 11 Allegations were deemed "Sustained"
- 4 Allegations were deemed "Unfounded"
- 6 Allegations were deemed "Exonerated"
- 1 Allegation was deemed as "Marginal Conduct"



# Community Services Unit

The Wyoming Department of Public Safety embraces a community policing philosophy and organizational strategy that includes crime prevention and community involvement as an integral part of day-to-day operations. The goal of this philosophy is to educate our community in detecting and responding to situations that could result in criminal activity or decreased quality of life. The department strives to prevent crime and disorder, rather than simply reacting to reports of crimes after they have occurred. The entire department plays a role in problem solving and community policing, however, the Community Services Unit is primarily responsible for many of these initiatives and practices. These initiatives include:

1. **Social Media** is consistently and increasingly utilized to provide information regarding current crime trends, upcoming events and meetings, crime prevention tips, and many other service-related topics. The websites that are primarily used for social media communication are the city's website, Facebook, Nextdoor.com

2. **Neighborhood and Business/Chamber Groups, National Night Out** continue to flourish and expand throughout the city. These groups meet regularly throughout the year and officers attend a majority of these meetings. A great deal of valuable two-way communication occurs at these meetings. Community Services Officers (CSOs) have also initiated semi-annual city-wide neighborhood watch meetings which allow the various groups to interact with each other as well as department personnel and various city administrators and employees.

3. **Coffee with a Cop/Pop with a Cop** events have been hosted by several local businesses and provide a more informal setting for community members to interact with officers and share any concerns they might have.

4. **Crime Prevention through Environmental Design (CPTED) evaluations** are conducted by trained officers at the request of home or business owners. This is an effective target-hardening tactic.

5. **Semi-annual Multi-Housing Property Manager Meetings** facilitate communication between officers and property managers as well as information-sharing between the various multi-housing property managers. This has been a valuable tool in combatting crime in these areas.

6. **Citizen academies**, including the New American Academy, continue to be an effective way to provide more in-depth education regarding police and city operations.

7. **Callback program:** This occurs when a community member makes a report about a crime, but there are not enough solvability factors present for the case to be assigned to a detective. The complaint is forwarded to a CSO who then either calls or visits the victim and explains what has happened with their case.



Coffee / Pop With A Cop



Shop With A Cop



Metro High School Police Academy

# Records Management Unit / Training Unit

The Records Management Unit proudly serves our community by maintaining and providing public access to all of the thousands of Public Safety records that are produced throughout the Department. The Records Unit also performs critical functions that keep's our agency in compliance with State and Federal Laws. The Unit is comprised of civilian staff of one Office Manager and four Office Specialists.

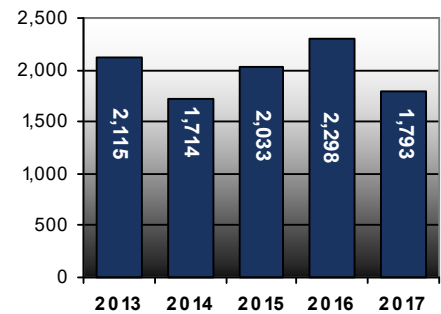
## Unit Responsibilities:

- Case Data Correction & Merging
- Data Entry
- Statistical Requests
- MICR Reporting
- Document Imaging/Storage/Distribution
- Staff Customer Service Window
- Process Requests for Information and Copies of Reports
- Local Background Checks
- Traffic Crash Report Processing
- Customer Service of Main Police Telephone Line
- Department Technology Liaison

## Specialized Services:

- Freedom of Information Act Requests
- Firearms Purchase Permits and Registrations
- Sex Offender Registration

**Firearm Purchase Registrations**  
Five Year Trend



	2016	2017
Incidents (CFS)	37,930	37,315
Case Reports	8,100	7,819
Crash Reports	2,453	2,388
Sex Offender Registry	365	355
FOIA's Processed	406	440

## Wyoming Department of Public Safety Training Unit:

The Wyoming Department of Public Safety has a strong commitment to our staff training efforts. During 2017, 11,271 hours of training were documented for the 86 sworn staff. Monthly scheduled training for the Tactical Team, K-9 Team, Crisis Negotiation Team, Honor Guard and Range time are not captured in the final tally of training hours. The Department utilizes many different delivery methods to improve upon our knowledge, skills and abilities. These methods include: Field Training, In-service, West Michigan Criminal Justice Training Consortium, Roll Call sessions and vendor provided trainings.

### West Michigan Criminal Justice Training Consortium (WMCJTC)

Our partnership with WMCJTC provides an economic method of training our employees. WMCJTC sponsored courses attended in 2017 included topics such as: Legal Update, Range Officer Training, Police Precision Driving, DeWolf Basic FTO, Verbal De-escalation, CEW Instructor, Diversity Issues and Community Partnerships.



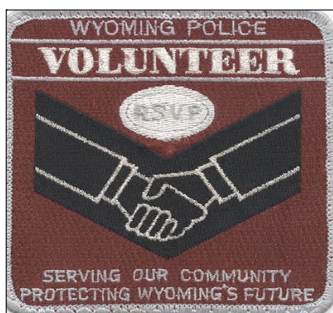
### Mandatory and In-Service Training

The training unit delivers the mandatory weapons qualifications, OHSA and CALEA mandated trainings, special unit in-service training and other specialty courses. A training matrix was developed to help insure that all of the mandatory topics are covered. With our own staff instructors, we conducted in-house training on numerous topics in 2017 including: Interview and Interrogation, Defensive Tactics, Human Trafficking, Weapons Qualification, Surviving Verbal Conflict, Ethics and Biased Based Policing, First Aid / CPR, Biohazard, Handling Mentally Disturbed Persons and CEW certification.



# School Liaison Unit / Retired Senior Volunteers

The School Liaison Unit is part of the Support Services Division - Community Services Unit. The Unit has one sworn law enforcement officer assigned to each of the Godfrey-Lee; Kelloggsville; and Wyoming School Districts. The responsibilities of the School Resource Officers are similar to a patrol officer, but their primary responsibility is in the school districts where they serve. They strive to employ non-punitive techniques when interacting with the students. Arrests are utilized as a last resort under specific circumstances. The officers work hand-in-hand with school principals and administrators in order to find solutions to problems that are faced by school personnel, students and the community alike. They are also called upon to serve as educators, emergency managers, recruiters, and informal counselors. School Resource Officers plan an integral role in education and crime prevention. Beyond having an impact through daily informal contact with students, the School Resource Officers make presentations regarding relevant issues such as: Gang and Drug Awareness, Stranger Safety, Drinking and Driving, Sexting / Sex Crime Law Review, Bullying and Cyber Crime. Our staff also assists with School Safety presentations and Lock Down procedures.

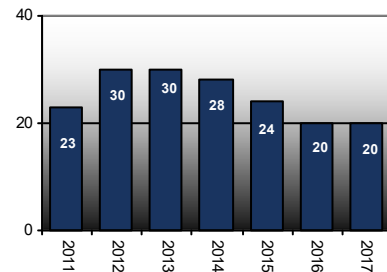


The Wyoming Retired Senior Volunteer Patrol began 2017 with 20 volunteers performing a variety of services for the Department and the citizens of the City of Wyoming. On average, these volunteers performed 214 hours of service each month. Total volunteer hours for the year were 2,571. This equates to an in-kind value of \$62,063 for the City of

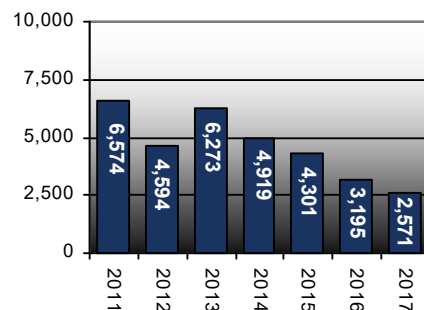
Wyoming. The following is just a few of the activities that the RSVP performs for the City of Wyoming:

Children Fingerprinted	1,194	Vacation House Checks	937
Abandoned Bike pick ups	34	Scanning Project (hours)	13
Fire Lane Citations	27	City Weed Inspections	53
Fire Lane Warnings	230	Parking Violations	3
Handicapped Citations	245	Handicapped Warnings	218

Retired Senior Volunteers  
2011 - 2017



RSVP Volunteer Hours  
2011 - 2017



# Police Services Bureau

The Wyoming Department of Public Safety Police Services Bureau is comprised of one Captain, two Lieutenants, six Sergeants, 44 Uniformed Officers and one civilian. The specialized services of the Bureau include:

## Police Services Bureau:

### Patrol Services Division:

- K-9 Unit
- Tactical Arrest and Confrontation Team
- Crisis Negotiation Team
- Motorcycle Unit
- Honor Guard

### Investigative Services Division:

- General/Major Cases
- Forensic Science Unit (FSU)
- Kent Area Narcotic Enforcement Team (KANET)
- CATT (Combined Auto Theft Team)
- MFITT (Metro Fraud and Identity Theft Team)
- ICAC Task Force (Internet Crimes Against Children)
- FBI WEBCHEX (West Michigan-Based Child Exploitation Task Force)
- US Marshal Fugitive Team
- Children's Assessment Center



## Responsibilities:

Respond to calls for service	Traffic Safety and Enforcement	Protect Life and Property
School Walk-through program	Enforce Laws and City Ordinances	Crime Prevention
Business and Property Checks	Preserve the Peace	Community Service
Conduct Initial Investigations	Build Community Partnerships	Neighborhood Patrols

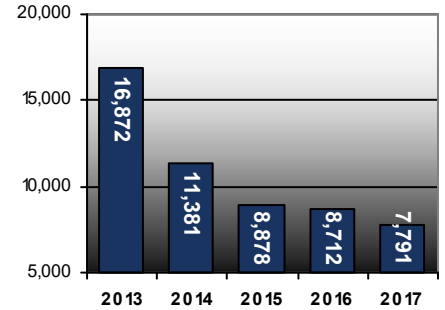
# Patrol Services Division Statistics

The forty-four (44) officers, and six (6) Sergeants of the Patrol Division work a Monday - Thursday or a Thursday - Sunday schedule. Officers work ten-hour shifts on days, afternoons or nights. Our officers are busy taking calls for service and interacting with members of our community. We are very proud of the work that they accomplish on a daily basis for the City of Wyoming and its visitors.

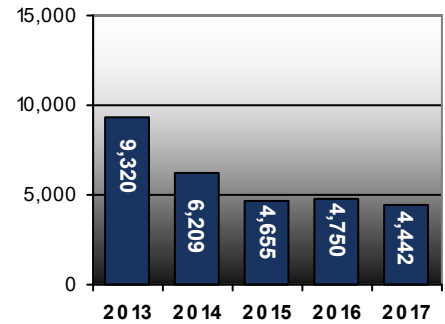
## 2017 Patrol Statistics

Calls for Service	37,315
Total Arrest Charges (Includes Investigative Division)	5,619
Assist Motorist / Public	424
Assist Other Departments	1,138
Business Contacts	8,606
Property Checks	6,852
School Safety Checks	5,738
Citizen Contacts	7,265
Field Interview Cards	99
Incident Back-up for Other Officers	16,115
Public Relations Events	340
Parking Citations	419

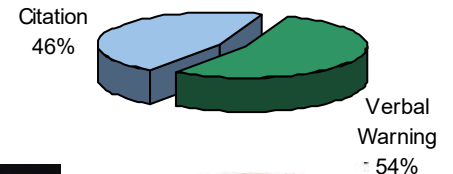
**Traffic Stops**  
Five Year Trend



**Traffic Citations Issued**  
Five Year Trend



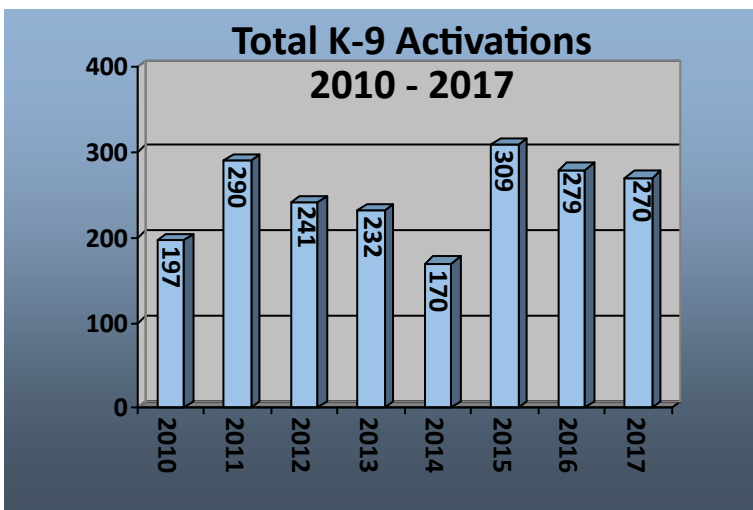
**Traffic Stops**  
Citation Issued vs. Verbal Warning



# Police Services Bureau - K-9 Unit

The Wyoming Department of Public Safety utilizes four K-9 teams assigned to the Patrol Division. All four K-9 teams are trained as dual purpose patrol dogs which involves both apprehension of suspects and location of contraband and / or evidence. Each K-9 team undergoes several weeks of pre-service training conducted in-house to meet the certification standards developed through the United States Police Canine Association and National Association of Professional Canine Handlers. The K-9 teams are required, per Department policy, to certify annually. The Unit deploys K-9's of the German shepherd breed purchased through a reputable kennel and the K-9's remain with the handler both on and off duty.

One of the goals of the canine unit is to promote positive community relations through demonstrations at schools and various public/community events. The demonstrations primarily focus on children; however we have found adults are often just as intrigued as to the training and abilities of the Departments canines. These demonstrations help clarify common misconceptions and dispel rumors. They also help to educate the public on the fact that canines are capable of performing a wide variety of tasks and undergo extensive control and obedience work.



## 2017 Call Types

Homicide	1	Burglary / Home Invasion	26	Robbery	29
Narcotics	122	Stolen Vehicle	7	Larceny	5
Flee and Elude	8	Parole Absconders	0	Hit and Run Crashes	3
Public Relations Events	38	Warrants	3	Assaults	6
Carrying Concealed Weapon	1	Prowler / CSC	1	Operate While Intoxicated	3
Suicide	3	Alarms	3	Other	10



# Police Services Bureau - TACT Unit

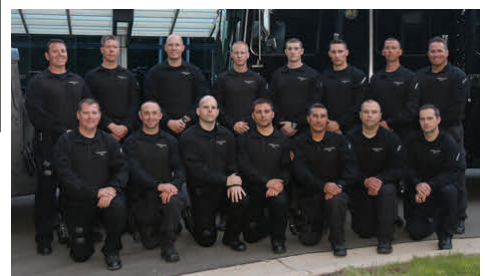
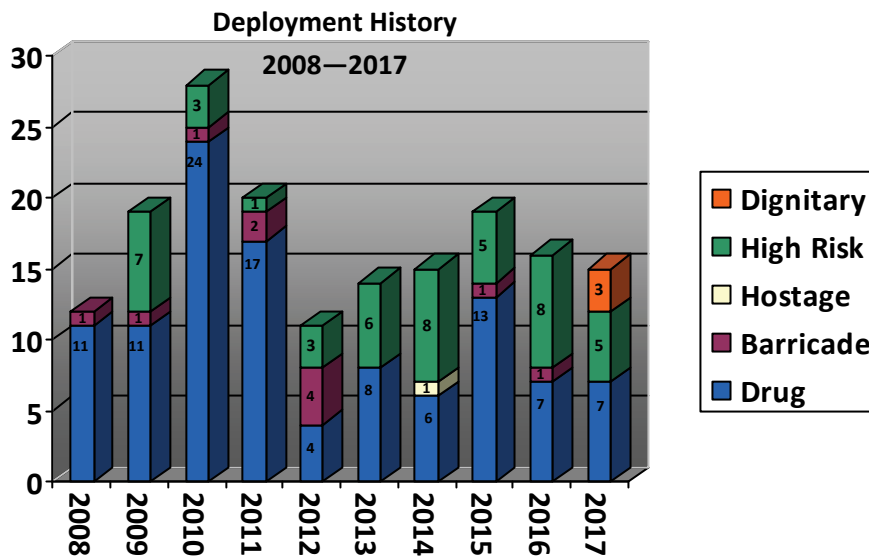
The activation of Wyoming Department of Public Safety Tactical Arrest and Confrontation Team (TACT) was requested twenty-two times in 2017. Of the twenty-two requests, fifteen (15) met the Warrant Service Matrix standard to activate the team. Seven (7) were related to narcotic investigations, five (5) were for high risk search warrants, and the remaining three (3) callouts were for Dignitary Protection assignments.

The seven (7) requests that did not meet the Warrant Service Matrix were turned over to the requesting agency. The fifteen (15) activations for TACT were below the previous ten year average and at the five year average (16.8 for the ten year average and 15 for the five year average).

Calls requiring tactical activation can and do occur at all hours of the day and night. Our personnel are not on “stand-by” but strive to maintain an operational readiness attendance team goal of 80%. This year the team obtained an 81% attendance average.

The TACT Team completed the approved Unit training plan for 2017. In addition to our specialized training, team members were able to either provide the Department with the following training opportunities or participate in it themselves.

Unit Training in 2017:		
Annual gas mask test fitting	Use of Force	Less lethal force options
Defensive Tactics	Firearms training and qualification	Building searches
Felony Vehicle Stops	Officer / Civilian Rescue Techniques	Tactical Combat Care
NTOA Munitions Instructor	NTOA Tactical Conference	Grand Rapids Leadership Institute
FEMA - Disaster Management	Active Shooter Training with the Veterans Affairs Police	Great Lakes Law Enforcement Challenge



# Investigative Services Division

The Investigative Services Division is comprised of one Lieutenant, three Sergeants, eleven Detectives, two uniformed Warrant Officers, and one Administrative Assistant.

The specialized services and the responsibilities of the Investigative Division include: follow-up investigations of all case types; obtain warrants for Felony, High Misdemeanor, Misdemeanor Arrests; Search Warrants and liquor law inspections and complaints. This Division also oversees the Forensic Science Unit.

## Specialized Services

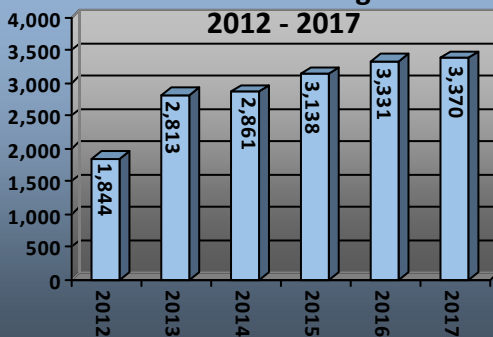
Warrant Office	Combined Auto Theft Team
Kent Area Narcotics Enforcement Team	Metro Fraud And Identity Theft Team
U.S Marshall's Fugitive Team	FBI Child Exploitation Task Force
Children's Assessment Center	Internet Crimes Against Children Taskforce

The Investigative Services Division assigns one detective to the Kent Area Narcotics Enforcement Team (KANET), which is a multi-jurisdictional drug task forces that investigate narcotics traffickers within Kent County. The Unit assigns one detective to the Combined Auto Theft Team which is comprised of officers from the Wyoming, Kentwood, East Grand Rapids and Grand Rapids Police Departments. The Unit assigns one detective to the Metro Fraud and Identity Theft Team which is comprised of officers from Wyoming, Kentwood PD, Grand Rapids PD and the Kent County Sheriff's Department.

## 2017 Annual Statistics

Total Cases Assigned	3,370	No suspects or leads	354
Closed by arrest / juvenile petition	1,303	Warrants in LEIN	217
Warrant or juvenile petition denied	314		

**Total Cases Assigned  
2012 - 2017**



## Warrant Unit Statistics

Arrests	432
Prisoners processed	721
Warrants obtained	383
Warrants served	166

# Forensic Science Unit



The Wyoming Department of Public Safety Forensic Science Unit is comprised of a civilian Unit Supervisor and four (4) civilian Forensic Science Technicians. The Unit specialize in Crime Scene Investigation and Evidence Processing; Drug Analysis; Latent Print Analysis and Property Management.

## Crime Scene Investigation

Photography	Bloodstain Pattern Interpretation
Latent Fingerprints	Footwear Impression Recovery
Trace Evidence Recovery	DNA Evidence Recovery
Measurements and Sketching	Tire Track Impression Recovery

## Laboratory Analysis

Latent Fingerprint Comparison / Analysis	Drug Analysis
Forensic Light Source	Conventional and Chemical Processing
Automated Fingerprint Identification System (AFIS)	Forensic Video Analysis

## Controlled Substances

Cases analyzed: 450

## Additional Specialties

Prisoner Processing	Property Management
Photo Documentation of Assault Victims	Public Relations Presentations
Computer Composite Facial Reconstruction	

## Latent Print Unit Activity

Cases received for comparison	155
Latent fingerprints examined	3,326
Cases submitted with suspects	75
Cases with positive comparisons	124

## AFIS Activity

Prints entered into AFIS	252
AFIS hits	125
2017 Hit rate	49.6%

## 2017 Unit Statistics

Calls for service	3,059
Crime Scenes	236
Vehicle processed	141
Property handled	5,415

# Police Services Bureau - Specialty Teams

The Wyoming Department of Public Safety is fortunate to be able to assemble three specialty teams within the Police Services Bureau. Each Team has a different and distinct application and purpose within the Department.

## **Crisis Negotiation Team:**

The Crisis Negotiation Team (CNT) is activated and utilized to communicate with people who are threatening violence, including barricaded subjects. They are utilized in a similar manner to the TACT team in that they are not on “stand-by” and an activation can occur at all hours of the day and night. The CNT Team is comprised of one Lieutenant, one Sergeant and four Officers. We also have partnered with the Grandville Police Department and the team is rounded out by one Grandville Police Sergeant and Officer. This team trains on a quarterly basis throughout the year. They also hold a joint training with the WYDPS TACT team once a year.

## **Honor Guard:**

The Wyoming Department of Public Safety Honor Guard is comprised of fifteen (15) specially trained officers. Similar to the CNT Team, this is a support Team within the ranks of the Department and they only spend a portion of their time dedicated to this role. Often our staff will attend Line of Duty funerals to honor those that have given the ultimate sacrifice and lay down their life in the protection of others. The Honor Guard Team continues to partner with the Kent Metro Honor Guard for training opportunities and representation at various events. Our Team represented the City of Wyoming over 30 times in 2017. These events included: New Police Hires, retirement ceremonies, the Annual Awards Ceremony, local and regional National Law Enforcement Officer Memorial events, Veteran’s Day observations, and Law Enforcement Appreciation Events.

## **Police Motor Unit:**

The Wyoming Department of Public Safety Motor Unit is comprised of three Harley Davidson motorcycles and six (6) sworn operators. The Motor Unit is utilized for traffic enforcement, as escorts for special events and dignitary visits, and as a public relations tool at community events.



# **WYOMING DEPARTMENT OF PUBLIC SAFETY**



## **FIRE SERVICES**

# Chief's Message:

# Chuck Lark



The Department of Public Safety is committed to working closely with the community, all levels of government, and stakeholders to move forward on key fire safety concerns. While the department must clearly lead in public safety issues, public safety is a shared responsibility. The efforts and partnerships of today with other City Departments, neighboring Fire Departments and the Community are the foundation for a safe Wyoming tomorrow. Our goal is to make Wyoming the safest and most livable city. We will work with all who are committed to public safety to achieve this desired end. It was a significant year for the Fire Department. Our staff is what makes the department special. The addition of three new firefighters Jason Hanlon, Anthony Bennett, and Chris London, hired due to resignation and retirement, will allow us to continue providing the community with the professionalism and high performance they expect from the Fire Department. Many changes and accomplishments have taken place and have been included in this document. We are very pleased and thankful for your support and the backing of the community. We will work hard to maintain your trust and confidence.

## **Staffing:**

As staff continues to work, assess, and analyze the department systems, the question of an optimum staffing level is still a major topic of discussion. In 2017 the Department was authorized to staff two stations within a 24 hr. period. Prior to 2017 when staffing fell below seven personnel, it did not allow a second station to be staffed. The City approved to increase staffing minimums through a combination of new deployment strategies of full time employees and an increased use of part time employees. This adjustment allows the department to provide service from two stations of the four stations, 24 hours a day, from Station 4 at 1250 36th St., and Station 3 located at 2300 Gezon Parkway.

In 2017, the City approved the hiring of a second part-time secretary for the Fire Department. This new position allows us to provide clerical support for our department during normal business hours. On June 20, 2016 we moved the administrative staff from Police Headquarters back to the 36<sup>th</sup> Street Fire Station with limited business hours. Our doors are now opened to the public Monday – Thursday 8:00 a.m. to 4:00 p.m. with a one hour overlap. This addition has greatly improved our administrative and clerical oversight.





## Chief's Message:

Chuck Lark

**Department Outlook** - As we approach 2018 we look back at number of key accomplishments in 2017:

- Develop and implement a sustainable safety inspection program (Research and Development stage)
- Station 3 (Gezon) and Station 4 (36th Street SW) open 24/7
- Hired three full-time firefighter's
- Develop a facility preventative maintenance program
- Special Response Program development and assessment (Water Rescue, Ice Rescue, Trench Rescue, Haz-Mat, Machine Recue, Ropes, Confined Space, Structural Collapse, Mine Rescue)
- Expand Part-time Firefighter Program
- Review Paid-on-Call Firefighter Program
- Enhance Dual-Trained-Employee Firefighter Program
- Proficiency Testing for all Firefighting Groups (Full-time, Part-time, Paid-on-Call, Dual-Trained Employees.
- AFG Grant (New Turn-out washer/dryer) at each of the four stations
- Metro Grant EMS Program Enhancement
- Fleet Management – New Fire Engine, New Rescue Truck

### **Dual Trained Employee (DTE) Program:**

The Wyoming Department Public of Safety operates a Dual-Trained Employee (DTE) program. This program involves city employees, certified by the State of Michigan in fire suppression, to assist during fire or other major incidents. These certified DTE's work in Water, Parks and Recreation, and the Public Works Department, and respond by pager to the station Monday through Thursday, 7:00 a.m. until 5:00 p.m. 2017 saw an increase in the number of DTE's as newly hired employees replaced retiring non-DTE's within these Departments. This group of employees (17) do not count toward the fire departments minimum staffing level of seven (7).

### **Helipad:**

One of our new community partnerships with University of Michigan Metro Health involved the creation of a helicopter landing zone located on the 2300 Gezon Parkway Station #3 training ground. Metro Hospital needed a temporary landing site for providing critical care to patients.

### **Mutual-Aid/Auto Partnerships:**

In 2017 the department continues to partner with neighboring agencies to assist and provide mutual aid and automatic aid. The Grandville Fire Department and Cutlerville Fire Department have predetermined response areas where reciprocating automatic aid agreements provide Fire/Rescue/EMS coverage for all of our communities. In 2017 our Training Staff has met with Byron Center, Cutlerville, and Grandville to develop a collaborative training program for all four of our agencies. Although, still in the infancy stage, the goal is to develop a training calendar and utilize "best practices" to improve response from all of our agencies.

# 2017 Fire Statistics - Executive Summary

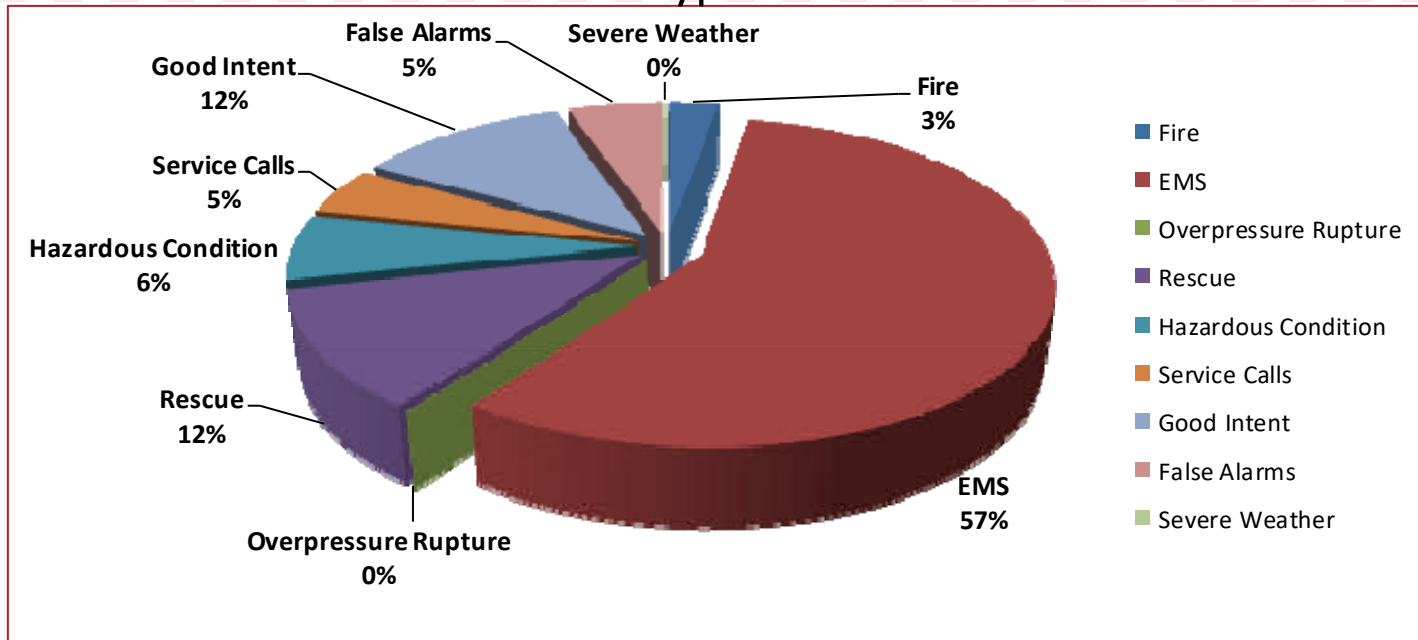
In 2017 the Wyoming Department of Public Safety Fire Service answered 6,696 alarm responses. This is an increase of 383 call for service from 2016. District 4 had the highest call volume in 2017 with 1,893 calls.

	2014	2015	2016	2017
Calls for Service YTD	5,540	5,822	6,313	6,696
Percent Change		+ 5.0%	+ 8.4%	+ 6.0%

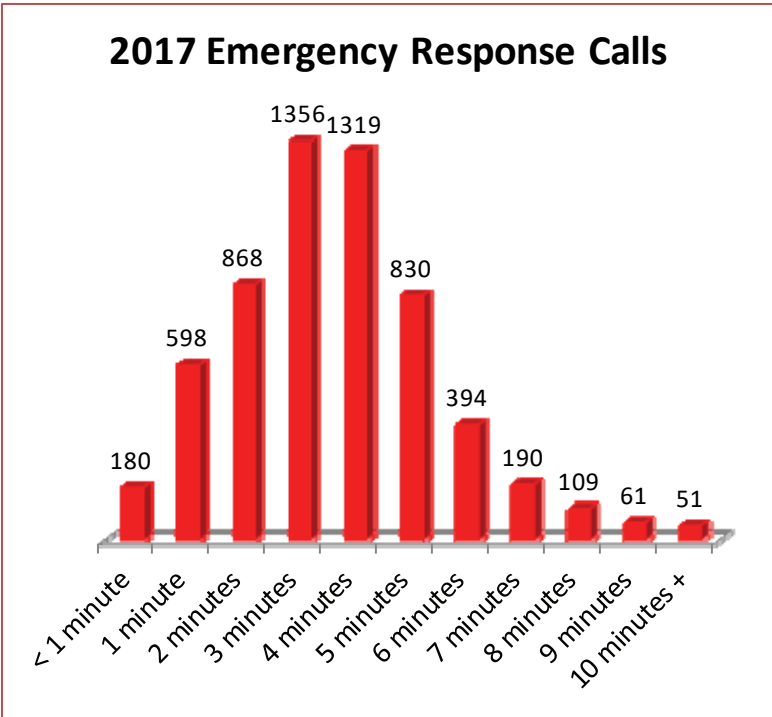
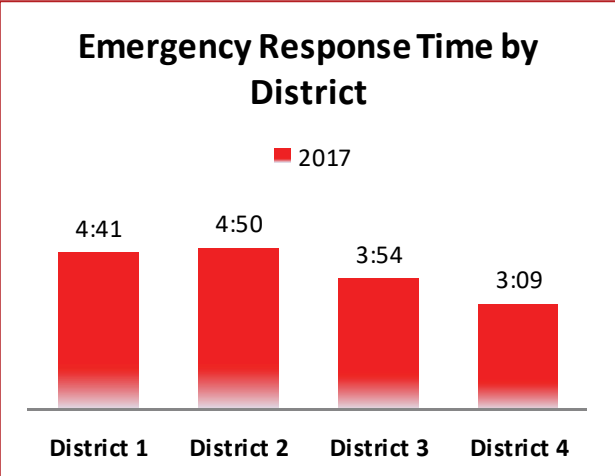
		District 1	District 2	District 3	District 4	Monthly Calls	Total Monthly Calls
January	EMS	73	82	82	131	368	
	Non EMS	31	36	23	29	119	487
February	EMS	77	75	97	103	352	
	Non EMS	26	31	24	30	111	463
March	EMS	70	94	101	124	389	
	Non EMS	37	51	37	59	184	573
April	EMS	87	100	83	90	360	
	Non EMS	47	62	38	41	188	548
May	EMS	95	84	90	112	381	
	Non EMS	33	68	31	43	175	556
June	EMS	77	83	85	114	359	
	Non EMS	53	59	38	47	272	566
July	EMS	95	64	78	122	359	
	Non EMS	93	109	55	83	340	704
August	EMS	95	86	84	104	369	
	Non EMS	83	57	31	59	230	572
September	EMS	104	102	84	131	421	
	Non EMS	44	57	25	37	163	584
October	EMS	101	86	85	95	367	
	Non EMS	41	43	27	41	152	519
November	EMS	96	87	74	112	369	
	Non EMS	37	44	29	32	142	511
December	EMS	93	63	82	97	335	
	Non EMS	61	67	39	57	224	559
<b>Totals</b>		1,646	1,746	1,411	1,893	6,696	6,696

# 2017 Fire Statistics - Executive Summary

## Incident Types for 2017



The overall 2017 **EMERGENCY** response time throughout the City was: **4:27** minutes



### Fire Incident Dollar Value Save & Loss 2017 Totals

Value	933,096,817
Loss	\$2,047,811
Total Saved	\$931,049,006

# Training Opportunities

Training for the Wyoming Fire Department has five different categories; department training; field training; part time operational proficiency; inter-departmental consortium training; and shift training.

The department conducted training 24 times in 2017. During these trainings, 32 State or Federal mandatory topics were trained upon. Ten areas of mandatory training did not have 100% attendance. Overall, there was a 95.25% attendance and proficiency.

Part time operational proficiency was conducted for two newly hired part time personnel. This was conducted on shift and consisted of thirteen 12-hour shifts for each person. Shortly after finishing his proficiency FF Chris London was hired as a full time firefighter.

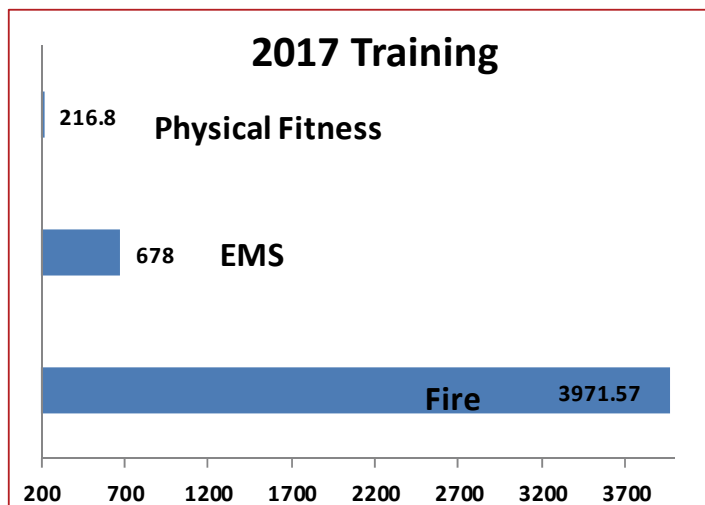
Field training was expanded for the full time and part time fire fighters to the paid on call staff. This was done due to some personnel not being operationally ready in relation to their time on the department.

A newly developed training consortium committee was created and met two times with representative from Byron Township and Cutlerville Fire Departments. This committee was created to enhance training in the southwest corner of Kent County. A training calendar was developed and initial sharing of instructors and equipment has been initiated. In addition, career personnel have trained with members of the Grandville Fire Department to enhance operational readiness.

Each shift conducts training based on personnel availability.

## Proficiency:

2017 was the second year of proficiency testing. The three topics of training were Search, Forcible Entry, and Fire Fighter Survival. A quantitative evaluation method was created for search. A scenario was created by EO Dan Deppe. He had all full time personnel conduct the training drill and then kept time for each person. The scenario was to have a firefighter search a 600 square foot section of the training building to find two mannequins and extract them from the house. A standard deviation math formula was used and a passing time of 9:00 was established. Initially, 12 of 48 qualified fire fighters did not pass the time necessary to become proficient. After remediation and retesting, only two personnel did not pass this portion for an overall proficiency of 97.9%. A qualitative evaluation was conducted for Fire Fighter Survival. A fire fighter had to find a downed fire fighter and hook up the Universal Air Connection and equalize SCBA bottle volume before either of them ran out of air. Initial training had 3 of 48 fire fighters non-proficient. After remediation and re-testing there was 100% proficiency. A subjective/objective evaluation was conducted for forcible entry. Forcible entry technique is subjective. However, there are parameters such as not striking a partner, trying before prying, and controlling the door that are objective in nature. After remediation and re-testing only one person was not proficient. Overall there was a 97.9% department proficiency in 2017.





The Wyoming Fire Division received mutual aid on 89 occasions during 2017. The Fire Division provided mutual aid 37 times during the same time. The automatic aid agreement between the City of Grandville Fire Department creates the highest number of mutual aid incidents between local jurisdictions. The Wyoming Fire Division requested vehicle U2, the Crash Attenuator / Blocker, from the Grand Rapids Fire Department seven (7 )times during 2017. In 2018 we anticipate that there will be an increase in Mutual Aid calls for service with the addition of the Wyoming Fire Service new Crash Attenuator / Blocker (U3).



2017 Mutual Aid Totals						
Fire Department Providing Mutual Aid To Wyoming Fire:	EMS Incident	Fire Incident	Other Incident	Aid Needed Days 0700-1900	Aid Needed Nights 1900-0700	Wyoming FD Mutual Aid Given To:
Byron Township FD	5	0	0	5	0	5
Cutlerville Fire Dept.	9	2	0	9	2	5
Grandville Fire Dept.	20	16	23	0	14	25
Grand Rapids Fire Dept.	4	1	7	9	2	1
Kentwood Fire Dept.	10	13	0	22	1	1
Georgetown Fire Dept.	0	1	0	1	0	0
Plainfield Fire Dept.	0	1	0	1	0	0
<b>2017 Totals</b>	<b>48</b>	<b>33</b>	<b>8</b>	<b>69</b>	<b>19</b>	<b>37</b>

# Fire Prevention and Inspections

The Wyoming Department of Public Safety Fire Division is staffed with one (1) full-time employee who provides Fire Prevention, Inspection, building plan reviews and fire building code enforcement. Fire investigation is the process of determining the origin and cause of the fire and whether the fire was accidental or intentional. All fires have the cause determined by our Department personnel with the more serious or complex causes determined by our certified investigation staff.

Plan review is the process of reviewing all commercial/industrial construction, while in the blueprint stage, before construction actually begins. By researching the codes and standards, we are able to make new construction more fire safe. Fire code inspections are completed at commercial and industrial occupancies by the Department’s Fire Prevention Division on a routine basis to help ensure the safety of those living, working and shopping in the City of Wyoming.

**2017 Accomplishments:**

- Continued collaboration with local Fire Marshal from surrounding fire departments.
- New International Fire Code 2015 adoption in August 2017.
- Maintaining working relationships with City Inspectors and Assessor office in code compliance and property identification.
- Maintain direct communication with fire crew during shift changes and assisting in follow-up in fire access problems, fire alarm, sprinkler system, and emergency contact issues with business owners.
- Maintain follow-up after fire investigation and communication with fire suppression crews, police department, assessor office and inspections department.
- Working with business owners, architects, fire alarm and fire suppression contractor to provide an open line of communication during new business development.
- Continue fire code and complaint follow-up with citizens of Wyoming.

Fire Prevention Statistics	
Fire Investigations	43
New Inspections	250
Certificate of Occupancy Inspections	103
Existing Business Inspections	124
Complaints / Knox Box	54
Site Plan Reviews	66



Plan Reviews	
Architects	81
Sprinkler	51
Fire Alarm	88
Fire Suppression	8



# EMS



Emergency Medical Services for the Wyoming Fire Department saw a slight increase in EMS calls for service in 2017. Incidents can include: cardiac arrests, difficulty breathing, traumatic accidents, slip and falls, vehicle crashes, and machine rescues to name a few. Most notable for 2017 involve calls for heroin overdoses. Each of the Fire Division EMS licensed apparatus carry Narcan for such incidents. Several times this past year, crews responded to multiple patients overdosed at one location. These type of medical emergencies display the on going struggle with drug addiction in society.

In 2017, the Wyoming Fire Division saw an opportunity to obtain the Zoll CPR Compression Device. This device assists in performing accurate compressions for patients in cardiac arrest as required by the American Heart Association's CPR standards. Wyoming partnered with Metro Health Foundation in obtaining the three devices. Since those compression devices went into service, they have proved invaluable in extending human life.

Trainings within the EMS department in 2017 took place each month and several topics were covered. Topics were repeated for each shift during that month. Outside resources and instructors from hospitals and other healthcare organizations were invited to share their knowledge with the firefighters.



EMS Calls for Service	2016	2017
Total EMS Calls	4,360	4,429
Percent Change		+ 1.6%



# Fire Accreditation / Fire Grants

## Fire Accreditation:

The accreditation process for 2017 has been an on-going project for the Wyoming Fire Service. Initial information gathering is imperative in order to accurately assess the Fire Division's current status. Recently, Chief Lark, Lt. Dennis VanTassell and FF/EMS Coordinator Brad Dornbos assigned sections of the self-assessment manual for evaluation. Contact in 2017 with the IAFF for a Standard of Cover looks for completion in 2018. This will help obtain an accurate assessment of the coverage needed for our area of service and where the Department sees deficiencies.

FF Brad Dornbos went to Souda Bay Greece, on the island of Crete, as a Peer Reviewer. There he assessed the US Naval Air Station's Fire and EMS services. This experience revealed several key factors that the accreditation teams look for during an accreditation process.

Moving forward into 2018, the goal includes becoming an Applicant Status Agency. With this status, the Fire Division will eventually host a peer team for a week. During this week, the peer team reviews Department policy and procedures much like the CALEA site visits for the Police Service. Having an accurate assessment of the Fire Division, along with the Center for Public Safety's Excellence stamp of approval, improves the level of service to the citizens of the City of Wyoming.

## Fire Grants:

In 2017, a 2016 written FEMA grant was awarded. The close to \$50,000 grant provided a new turnout gear dryer as well as a wash machine extractor at each of the four fire stations. All equipment has been received through this grant.

A second grant was written in cooperation with U of M Metro Hospital for Zoll compression devices. This grant money purchased three Zoll compression devices for assisting in CPR emergencies. The department took possession of all three devices as well as training through the grant.



# Part - time Staffing / POC Individual Training

## Part-time Firefighter Staffing:

Part-time Firefighter's working increases the daytime staffing on shift. On January 1, 2017, the program started with four part-time firefighters. Throughout the year, one was released, one was hired full time (Jason Hanlon), and two others continued to fill shifts. In 2017 the part-time firefighter program fulfilled 44% of shifts posted. While this program supplemented daily staffing, finding qualified candidates continues to be an on going issue. The Fire Division in 2018 will recruit and attempt to fill the open part-time firefighter positions.

### Part-time Firefighter Shift Analysis

	Unassigned Shifts		Assigned Shifts		Total Shifts	Total Hours	Shifts Worked
	Shifts	Hours	Shifts	Hours			
<b>Totals</b>	247	2,952	193	2,276	440	5,228	44%

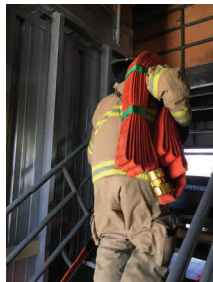
## Paid-on-Call Individual Training Time:



Wyoming Fire Division Paid-on-Call firefighters have the opportunity to gain valuable training and incident experience via individual training time. These ITT three hour time slots occur Wednesday through Saturday at 0900-1200, 1300-1600, and 1800-2100. The following table displays 2017 total shifts and hours. Eight paid-on-call participated in the program in 2017.

### Paid-on-Call Individual Training Time

	Unassigned Shifts		Assigned Shifts		Total Shifts	Total Hours	Shifts Worked
	Shifts	Hours	Shifts	Hours			
<b>Totals</b>	456	1,394	109	330	565	1,724	19%



# Public Relations

2017 once again saw the Fire Division highly involved at community events. Paid-on-Call personnel represented the Department at a majority of these venues. Their dedication to these events does not go unnoticed. Events worth noting include: Soups-On, Winter Fest, WYFI at Lamar Park, Relay for Life, Wyoming Pumpkin Path, and National Night Out. Each month members of the Department assisted with Safe Kids of Grand Rapids car seat installation program. Fire personnel attended 95 public relation and education events, contacting over 8,000 adults and 9,300 children.





RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

1. It is the desire of the Wyoming City Council to appoint Kimberly S. Koster to replace James Carmody as a Wyoming representative to the EMS Consortium Board of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Kimberly S. Koster as a representative of the City of Wyoming on the EMS Consortium Board of Directors for a four-year term expiring June 30, 2019.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT KIMBERLY S. KOSTER AS A MEMBER  
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending January 1, 2019.
2. City Council wishes to appoint Kimberly S. Koster as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Kimberly S. Koster as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2019.

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 4, 2018.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT SHELDON DEKRYGER AS CITY COUNCIL LIAISON TO THE  
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The City Council wishes to appoint Councilmember Sheldon DeKryger as liaison to the Historical Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Councilmember Sheldon DeKryger as City Council liaison to the Historical Commission for the City of Wyoming.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT MEGAN SALL AS REPRESENTATIVE  
OF THE CITY OF WYOMING ON THE  
GRAND VALLEY METRO COUNCIL EXECUTIVE BOARD

WHEREAS:

1. The City of Wyoming has full membership in the Grand Valley Metro Council and as such may appoint representatives to serve on its various boards and committees.
2. It is the desire of the Wyoming City Council to appoint Wyoming Assistant City Manager Megan Sall to replace former Councilmember William Ver Hulst as a Wyoming representative to the Grand Valley Metro Council of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Wyoming Assistant City Manager Megan Sall as representative of the City of Wyoming on the Grand Valley Metro Council Board of Directors.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO GRANT PRELIMINARY PLAT – TENTATIVE APPROVAL  
FOR THE PROPOSED CHAPEL ESTATES SUBDIVISION

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 16 residential lots to compliment this endeavor.
2. The proposed Chapel Estates Subdivision will integrate with the adjoining residential subdivisions and provides an appropriate redevelopment of a prior elementary school site.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended approval of the proposed subdivision at their May 15, 2018 meeting. Included in this recommendation is to grant a variance for a reduced lot depth of 116.5 feet from 120 feet for Lot 1, as provided in Section 74-211 of the Subdivision Regulations Chapter 74.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat – Tentative Approval for Chapel Estates Subdivision, including a variance for a reduced lot depth of 116.5 feet from 120 feet for Lot 1, as provided in Section 74-211 of the Subdivision Regulations Chapter 74.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

# City of **Wyoming** Michigan

**Planning & Community Development** | 1155 28th St SW, Wyoming, MI 49509  
616.530.7266 | Fax 616.249.3442 | wyomingmi.gov

May 23, 2018

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request for Preliminary Plat – Tentative Approval for Chapel Estates.

Recommendation: To approve the subject plat request.

Dear Ms. VandenBerg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 15, 2018. A motion was made by Smart, supported by DeLange, to grant Preliminary Plat – Tentative Approval and recommend the same to City Council. The motion passed unanimously. In a related action, a motion was made by Hegyi, supported by Arnoys, to recommend to City Council approval of a variance for a reduced lot depth of 116.5 feet, from 120 feet, for Lot 1. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

This development concept was recently considered by the Planning Commission and City Council through the rezoning of the corner of this parcel to R-7 Special Multiple Family to accommodate the associated townhouse development. That rezoning approval occurred March 5, 2018. The petitioner has now submitted the initial plat construction plans and proposes 16 lots on 5.4 acres developed to R-2 Residential standards (8400 sq. ft. minimum lot size). This development is served by a cul-de-sac extending from Burlingame Avenue. This street will also serve as access to the referenced companion project New Horizons Townhouses that has also been submitted for approval.

Lot 1 is proposed to have a depth of 116.5 feet. Under Subdivision Regulations Chapter 74, platted lots are required to have a minimum depth of 120 feet. This project is required by City staff to align Chapel Street at Burlingame Avenue with the opposing street to promote public safety. Subsequently, the lots depth of 120 feet at its east edge cannot be retained near Burlingame Avenue. Under Subdivision Regulation Section 74-211, Recommendation by the Planning Commission; Findings of Fact, a variance to this regulation may be granted by the City Council upon recommendation from the Planning Commission in accordance with the following:



## CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

“The City Planning Commission may recommend to the City Council a variance from the provisions of this chapter on a finding that undue hardship may result from strict compliance with specific provisions or requirements of the chapter or that application of such provision or requirement is impracticable. The Planning Commission shall only recommend variances that it deems necessary to or desirable for the public interest. In making its findings, as required in this section, the Planning Commission shall take into account the nature of the proposed use of land and the existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variances shall be recommended unless the Planning Commission makes the following findings of fact:

- (1) There are such special circumstances or conditions affecting the property that the strict application of the provisions of this chapter would clearly be impractical or unreasonable. In such cases, the sub-divider shall first state his reasons in writing as to the specific provision or requirements involved and submit them to the planning commission.
- (2) The granting of the specified variance will not be detrimental to the public welfare or injurious to other property in the area in which the property is situated.
- (3) Such variance will not violate the provisions of the Subdivision Control Act.
- (4) The Planning Commission shall include its findings and the specific reasons therefor in its report of recommendations to the City Council and shall also record its reasons and actions in its minutes.
- (5) Such variance will not have the effect of nullifying the purpose of this chapter and the land use of the City.”

In support of the petitioner’s variance request, staff offered the following Findings of Fact:

- (1) Chapel Street is required to align at Burlingame Avenue with the cross street. This alignment, and the remaining property depth to the north, results in the western portion of Lot 1 being 3.5 feet less than the required 120 feet of median depth. Development of the lot with a single family residence can meet all other required development standards.
- (2) The granting of the variance will be beneficial to the public welfare by promoting a safer street intersection. The reduced lot depth will be indiscernible to adjoining property owners and will not be injurious.
- (3) The proposed Lot 1 complies with all other required standards, and the requested lot depth variance will not violate the provisions of the Subdivision Control Act.

(4) The findings of the Planning Commission regarding the requested variance will be forwarded to the City Council for their consideration. The findings will also be recorded within the Planning Commission's meeting minutes.

(5) The authorization of the variance allows for a desirable single family subdivision to be constructed on this redevelopment property. The variance will not nullify the purpose of the City of Wyoming Subdivision Ordinance or Land Use Plan 2020.

The proposed plat will provide storm water detention within Lots 4-8. Where practical, the existing mature trees along the perimeter, and outside of the initial grading for the plat, are shown to be retained.

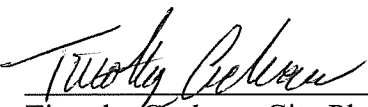
The petitioner has identified that the deed restrictions for the plat will specify the minimum zoning requirements of the City and the requirements forthcoming from the Kent County Drain Commission.

The proposed subdivision will provide quality housing opportunities for residents in Wyoming. The construction of the plat, and the subsequent construction of the homes, will provide significant employment. These factors will contribute to the economic strength and social equity of the City. The petitioner has identified many trees to be retained around the perimeter of the property, which does support environmental quality. The proposed Chapel Estates subdivision conforms with the City of Wyoming sustainability principals.

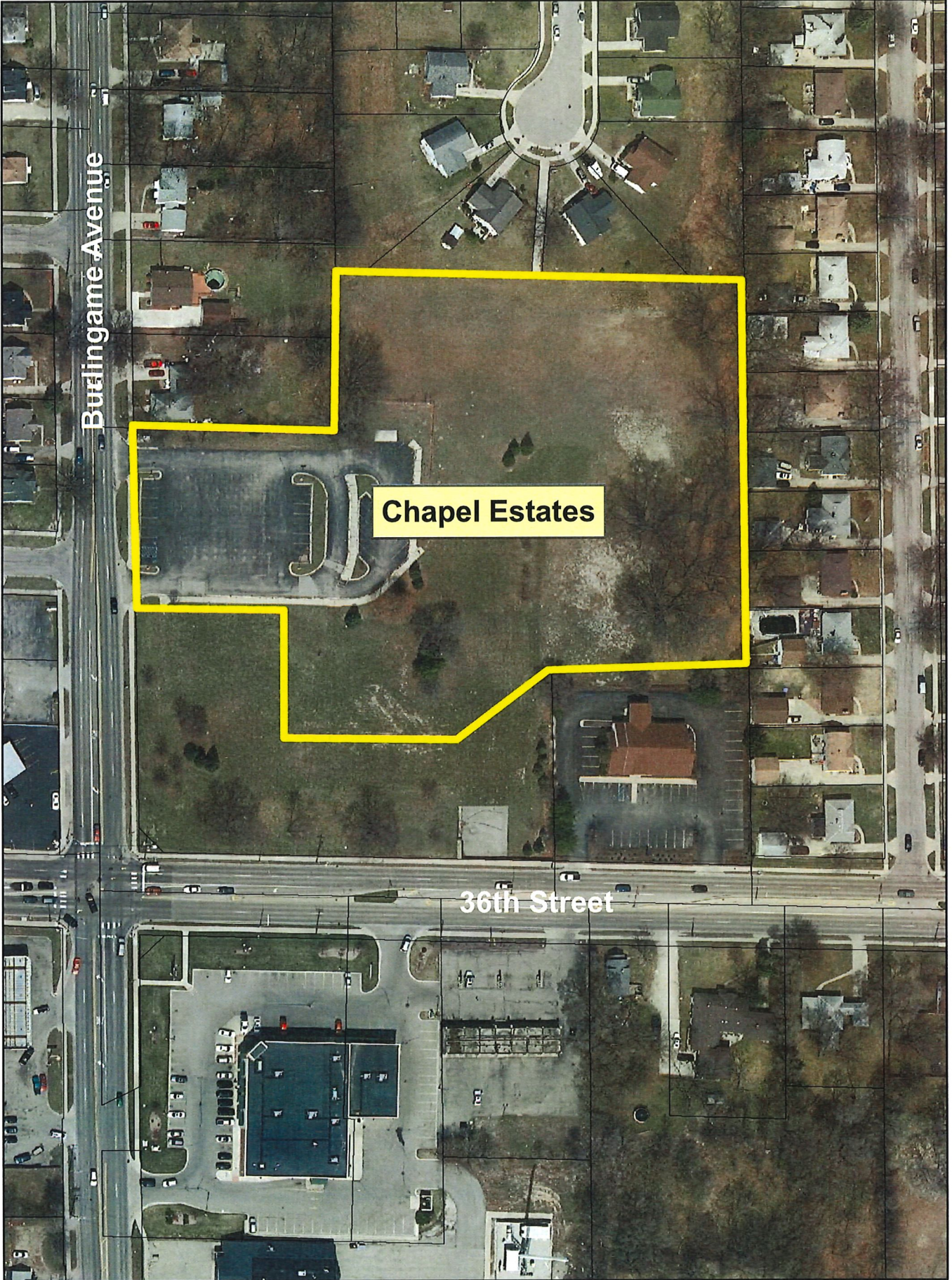
At the public hearing, two nearby property owners spoke their concerns with development of the associated townhouses and street access.

Approval of the proposed plat, and granting of a reduced lot depth of 116.5 feet for Lot 1, is requested of the City Council. The attached resolution is provided for your consideration.

Respectfully submitted,

  
\_\_\_\_\_  
Timothy Cochran, City Planner  
Planning and Development Department

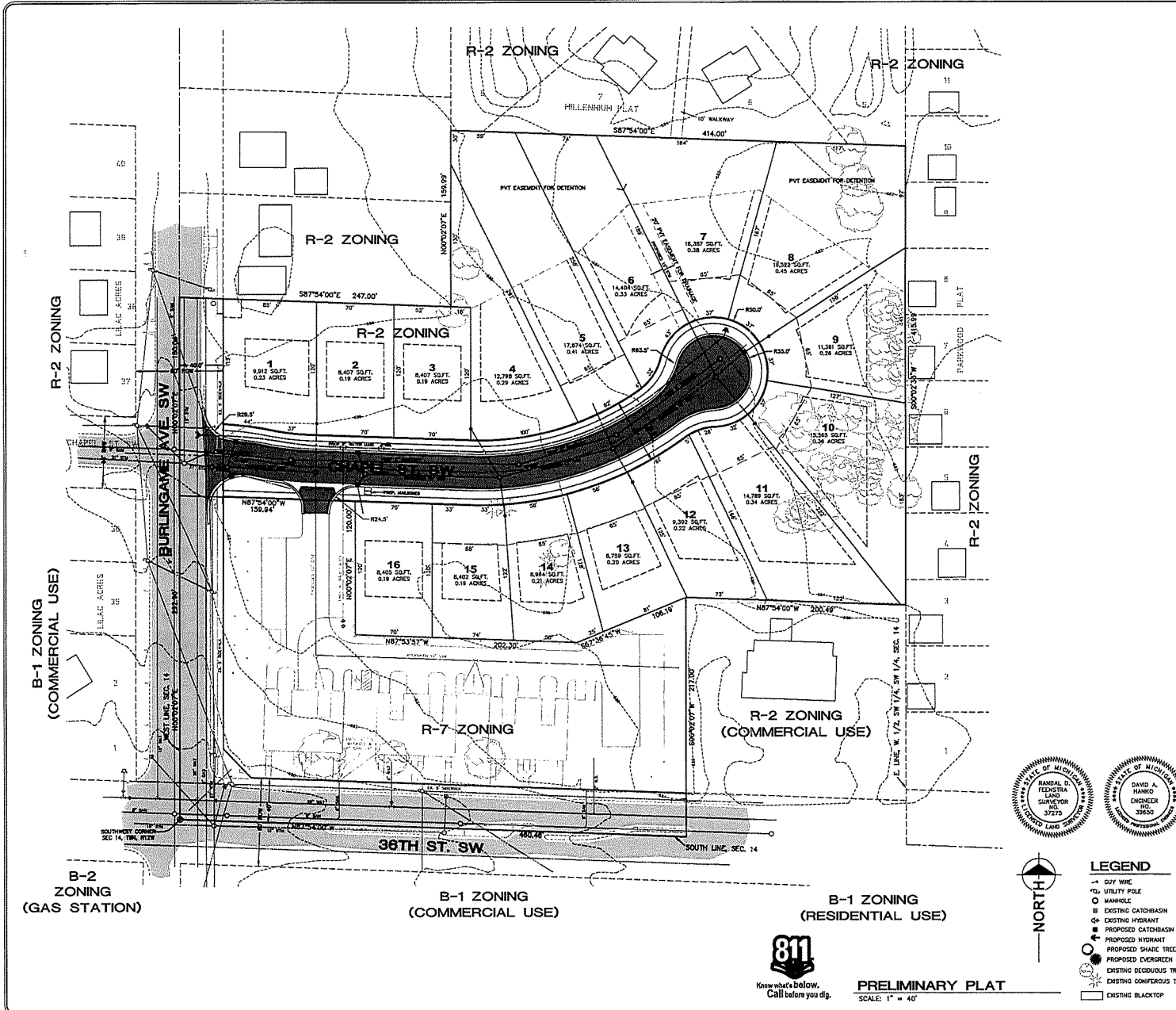
cc: Curtis Holt, City Manager  
Rebecca Rynbrandt, Director of Community Services



Buelling Avenue

Chapel Estates

36th Street



**PROPERTY DESCRIPTION**  
 PARCEL NO. 41-17-14-351-085  
 PARCEL ADDRESS: 1585 36TH ST. SW

The land referred to in this Commitment is located in the City of Wyoming, County of Kent, State of Michigan, and is described as follows: Part of the Southwest 1/4 commencing at the SW corner of Section; thence North along the West Section line to the North line of South 473 feet of the Southwest 1/4; thence East along said North line to the East line of the West 247 feet; thence North along said East line to the South line of Millium Plat; thence East along said South line 414.00 feet to East line of West 1/4 of the SW 1/4 of the SW 1/4; thence South along East line to a point 217.00 feet North from South Section line; thence West 200.00 feet; thence South parallel with the West section line 217.00 feet to South section line; thence West along South Section line to beginning; EXCEPT commencing 40.00 feet East along South Section line and 40.00 feet North parallel with West Section line from Southwest corner of section; thence North parallel with West section line 25.0 feet; thence Southeasterly 35.35 feet more or less to a point 25.0 feet East from beginning; thence West 25.0 feet to beginning, Section 14, T8N, R12W, City of Wyoming, Kent County, Michigan.

**BENCHMARK:**

ELEVATION: 679.59  
 Top of bronze bolt under "E" in "EAW" on hydrant at Northwest corner of Burlingame Ave. and 36th St.

**PLAT DESCRIPTION:**

That part of the SW 1/4 of Section 14, T8N, R12W, City of Wyoming, Kent County, Michigan described as: Commencing at the SW Corner of said Section, thence N00°02'07" E 292.85 feet to the point of beginning; thence S02°07' E 180.04 feet; thence S87°54'00" E 247.00 feet; thence N00°02'07" E 159.99 feet; thence S87°54'00" E 414.00 feet; thence S00°02'33" W 415.99 feet; thence N87°54'00" W 200.49 feet; thence S87°36'45" W 106.18 feet; thence N87°53'37" W 202.30; thence N00°02'07" E 120.00 feet; thence N87°54'00" W 159.94 feet to the point of beginning. This parcel contains 5.4 acres.

**PLAT STATISTICS:**

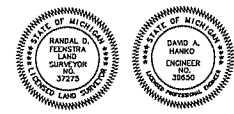
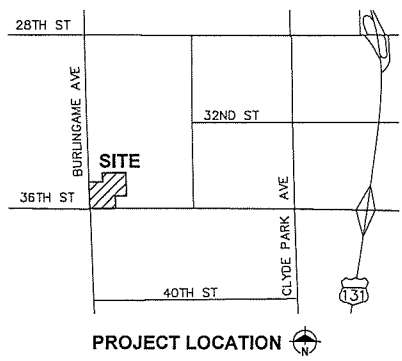
Total Acreage = 5.4 Acres  
 Net Acreage = 5.2 Acres  
 Number of Lots = 16 Single Family Lots  
 Density = 16 Lots/5.4 Acres = 2.96 Lots/Acre

**ZONING ORDINANCES:**

R-2 Residential Zoning  
 Min Lot Width = 85 Feet  
 Min Lot Area = 8,400 Square Feet  
 Front Setback = 35 Feet  
 Side Setback = 7 Feet Min/1/8 Feet Total  
 Rear Setback = 35 Feet

**NOTES:**

- All street right of ways shall be public, 60 feet in width.
- Streets shall be 33 foot curb and gutter per City of Wyoming standards and specifications.
- This plat shall be serviced with public water and sewer.
- Storm water detention shall be provided for the plat. Detention design shall conform to the City of Wyoming standards and specifications.
- All lots shall be provided with a lateral to the storm sewer system.
- Concrete shall be installed within the street right-of-way 23' South of east of centerline.
- There shall be a 10 foot private easement for public utilities adjacent to all street right of ways.
- Lot areas are approximate and may vary with the final plat.
- Sidewalks shall be constructed at the time of house construction.



- LEGEND**
- CITY WALK
  - UTILITY POLE
  - MANHOLE
  - EXISTING CATCHBASIN
  - EXISTING HYDRANT
  - PROPOSED CATCHBASIN
  - PROPOSED HYDRANT
  - PROPOSED SHADE TREE
  - PROPOSED EVERGREEN
  - EXISTING DECIDUOUS TREE
  - EXISTING CONIFEROUS TREE
  - EXISTING BLACKTOP

REVISIONS

**PRELIMINARY PLAT**  
**CHAPEL ESTATES**

FOR: DAN BURRILL  
 GRANDVIEW VENTURES  
 5059 S. DIVISION AVE. SW  
 WYOMING, MI 49548  
 (616) 292-3676

PART OF THE SOUTHWEST 1/4, SECTION 14, T8N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN.

**Feenstra & Associates, Inc.**  
 CIVIL ENGINEERS & SURVEYORS  
 7462 Main Street  
 Jackson, MI 49422

Sheet 2 of 3  
 Date 04/11/2018



**PRELIMINARY PLAT**  
 SCALE: 1" = 40'

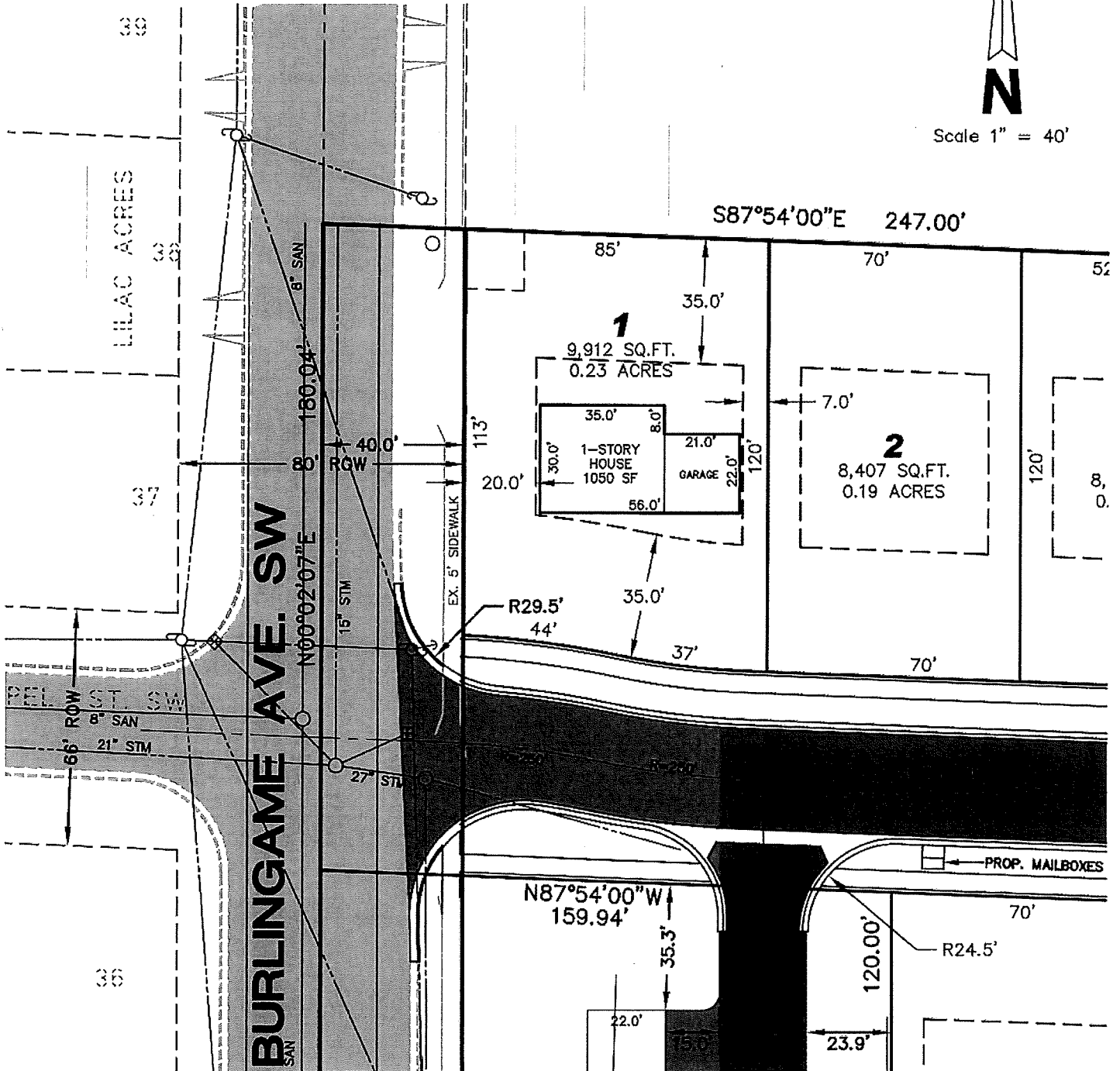
PROPOSED LOT 1 SKETCH

FOR: CHAPEL ESTATES

**Feenstra**  
 & Associates, Inc.  
 CIVIL ENGINEERS & SURVEYORS  
 7482 Main Street Phone: 616.457.7050  
 Jenison, MI 49428 www.feenstrainc.com



Scale 1" = 40'





May 1, 2018

Tim Cochran  
City of Wyoming  
1155 28<sup>th</sup> St. SW  
Wyoming, MI 49509

**RE:** Variance Request  
Chapel Estates, Lot 1  
1585 36<sup>th</sup> St SW, Wyoming, MI

Dear Mr. Cochran,

Dan Burrill of Grandview Ventures hereby requests a variance for the required lot depth as found in Sec. 74-176 (a) (3) of the Wyoming code:

*Depth. No lot shall be less than 120 feet in depth and the depth of a lot shall not exceed a depth to width ratio of two to 2-1/2 to one except where the planning commission shall deem that there are topographic, boundary or other circumstances unique to the property or lands surrounding it.*

For safety reasons it is required that the proposed Chapel Street line up with the street directly to the west of Burlingame Avenue. This results in the west side of the proposed Lot 1 to be 113 feet – short of the required 120 feet depth. Chapel Street will curve to the south so that the east side of Lot 1 will meet the 120 foot depth requirement.

The variance request will allow a legal lot on the northeast corner of Burlingame and Chapel Street. A 1050 square foot house with a 21' x 22' attached garage will fit comfortably on the proposed lot. This size of house is comparable to the existing houses in the neighborhood. The driveway will connect to Chapel Street which will be safer than a driveway to Burlingame Avenue.

We believe that these special circumstances allow for the granting of a variance and that it will not be detrimental to the public welfare or injurious to other property in the area.

Sincerely,  
**Feenstra & Associates, Inc.**

*David A Hanko*

David A. Hanko, P.E.

# City of Wyoming Mapping the Route to Subdivision Creation

(5/8/17)



## Pre-Preliminary Plat

Optional

- Staff Advisory Review

## Preliminary Plat Tentative

First Stage Approval

- Plans submitted to City Planner at least 30 days prior to the desired Planning Commission meeting
- Public Hearing, Planning Commission
- Planning Commission Recommendation to City Council
- City Council Review & Approve/Disapprove (decision required in 60 days if pre-preliminary, 90 days if no pre-preliminary review)
- Tentative Plat approval is good for 1 year

## Preliminary Plat Final

Second Stage Approval

- Required Reviews
  - County Drain Commission
  - MDOT
  - MDNR
  - MDEQ
  - State Dept. Health
  - County Plat Board
  - Public Utilities
- Planning Commission recommends to City Council
- City Council review and Approve/Disapprove at next regularly scheduled meeting following Planning Commission. A decision is required within 20 days.
- No construction shall commence until Council approval AND an agreement with the City is entered into for the construction of all required improvements in accordance with the approved plans
- Approval good for 2 years – may be extended by City Council

## Final Plat

Final Approval

- Survey and true plats distributed per Subdivision Control Act
- Abstract of Title submitted (certified)
- City Treasurer confirms receipts for City inspection fees are paid
- Performance bonds or other written agreements shall be provided to ensure public improvement completions
- Planning Commission review and approval at next regular meeting following submittal, at least 30 days after filing date
- Council shall take final action at next regularly scheduled meeting following Planning Commission
- City Clerk transcribes certificate of approval on the Final Plat and delivers all copies to the County Plat Board

Subdivision  
Created

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE TRINITY LANE STREET  
NAME CHANGE TO HOFFMAN COURT

WHEREAS:

1. In 1997 the developers of Bar/Sav plat in Section 31 of the City of Wyoming stubbed a short street segment to the north limit of their development and named the street Trinity Lane.
2. Trinity Lane is a street that extends approximately 170 feet to the north limit of the Bar/Sav plat north of Glory Way.
3. The neighboring developer to the north of the Bar/Sav plat has extended the stubbed street segment to a fully improved cul-de-sac street and desires to change the name to Hoffman Court.
4. The new street segment will never connect to the existing Trinity Lane further to the north and may cause potential confusion to motorists or emergency responders trying to access two disconnected sections of Trinity Lane.
5. No existing address will be affected by the proposed name change.
6. It is in the best interest of the City to approve the street name change from Trinity Lane to Hoffman Court for the stubbed street segment north from Glory Way.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the 170-foot section of Trinity Lane north of Glory Way to be renamed Hoffman Court.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Map

Resolution No. \_\_\_\_\_

## STAFF REPORT

DATE: May 29, 2018

SUBJECT: Trinity Lane Street Name Change to Hoffman Court

FROM: Russ Henckel, Assistant Director of Public Works – Engineering

Date of Meeting: June 4, 2018

---

### RECOMMENDATION:

It is recommended the City Council approves the street name change of Trinity Lane (north from Glory Way) to Hoffman Court.

### SUSTAINABILITY CRITERIA:

Environmental Quality - The name of a street does not affect environmental quality.

Social Equity – The name of a street does not affect social equity.

Economic Strength – The name of a street does not affect economic strength.

Quality Service Impact – Changing this short segment of Trinity Lane to Hoffman Court will provide definite distinction for emergency response vehicles and other motorists traveling to Hoffman Court versus Trinity Lane. Another section of Trinity Lane in Wyoming (not connected to Hoffman Court) off Kenstyn Drive will remain Trinity Lane. Changing the name of the short street segment to Hoffman Court will provide responders with definite routes and eliminate potential confusion. Without changing the name, Trinity Lane addresses would be the only way to distinguish how to access the property. (Example: 5754 Trinity Lane is only accessible from Kenstyn Dr. Address 5834 Trinity Lane is only accessible from Glory Way. Address 5834 Trinity Lane is proposed to be renamed 5834 Hoffman Court).

### DISCUSSION:

Developers of Hoffman Estates plat north of Bar/Sav plat are requesting a street name change for the single street in their development. When Bar/Sav plat was developed, a stub street was extended to connect to the property to the north for future development access. The street was named Trinity Lane and was thought at the time it may connect to another Trinity Lane, further to the north. There is no functional reason to connect the two Trinity Lane segments. Hoffman Estates plat recently constructed a cul-de-sac extension of the stub street from Bar/Sav plat with permanent full improvements. The owners of the development are requesting to change the name of the street from Trinity Lane to Hoffman Court.

Staff recommends the name change for the following reasons: Developers select the street names within their development meeting criteria set by the City of Wyoming, Kent County and the State of Michigan. The proposed name meets all criteria. The street will never connect to Trinity Lane as once thought. The homes fronting on the stubbed street do not have Trinity Lane addresses and will not be affected by the name change. Emergency responders (and others) will not be confused by two different Trinity Lane streets that are not connected.

**BUDGET IMPACT:**

Sufficient funds are available in the Local Street Fund Account No. 203-441-47400-930.000 for the new street name sign.



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A RESTRICTIVE COVENANT WITH WILMA J. BELD (FORMERLY KNOWN AS WILMA J. HUITEMA), AS TRUSTEE OF THE WILMA J. BELD TRUST DATED JULY 21, 1993, FOR THE PROPERTY LOCATED AT 5620 IVANREST AVENUE, SW

WHEREAS:

1. The City is in the process of improving 56<sup>th</sup> Street from Byron Center Avenue to Ivanrest Avenue.
2. Wilma J. Beld (formerly known as Wilma J. Huitema), as Trustee of the Wilma J. Beld Trust dated July 21, 1993, owner of property located at 5620 Ivanrest Avenue, SW, is willing to refrain from connecting to the watermain and sanitary sewer in 56<sup>th</sup> Street for a period of 10 years in exchange for the City to not construct water services and sanitary laterals to said property.
3. It is in the best interest of the City to execute the attached Restrictive Covenant for the deletion of four water services and three sanitary laterals.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Major and City Clerk to execute the attached Restrictive Covenant with Wilma J. Beld (formerly known as Wilma J. Huitema), as Trustee of the Wilma J. Beld Trust dated July 21, 1993.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Restrictive Covenant

RESTRICTIVE COVENANT

THIS COVENANT made this 5<sup>th</sup> day of April 2018 by and between **Wilma J. Beld (formerly known as Wilma J. Huitema), as Trustee of the Wilma J. Beld Trust dated July 21, 1993** whose address is 5650 Nile Drive SW, Wyoming, MI 49418, hereinafter referred to as "Owner," and the **City of Wyoming**, a Michigan Municipal Corporation of 1155-28th Street SW, Wyoming, Michigan 49509 hereinafter referred to as the "City."

WHEREAS, the City is contemplating the improvements in 56<sup>th</sup> Street from Byron Center Avenue to Ivanrest Avenue, and

WHEREAS, the Owner has fee title to the property described as follows:

PART OF SW 1/4 COM 91.03 FT S 1D 14M 33S E ALONG W SEC LINE FROM W 1/4 COR TH N 44D 38M 49S E 80.76 FT TO S LINE OF 56TH ST TH S 89D 27M 49S E 265.96 FT TH S PERP TO E&W 1/4 LINE 132.0 TH E PAR WITH E&W 1/4 LINE 10.28 FT TH S PAR WITH W SEC LINE 100.68 FT TH W PERP TO W SEC LINE 330.0 FT TO W SEC LINE TH N ALONG W SEC LINE TO BEG \* SEC 33 T6N R12W 1.77 A., and

WHEREAS, the Owner has requested that three 6" sanitary laterals and four 1" water services be deleted from the Special Assessment Roll SA 18-801; now, therefore,

The parties agree to the following:

1. The City will delete three 6" sanitary laterals and four 1" water services from the 56<sup>th</sup> Street Special Assessment Roll SA 18-801.

2. It is understood and agreed that no additional water service connections to the water main and no additional sanitary sewer connections to the sanitary sewer main will be allowed along 56<sup>th</sup> Street to service the above described property.

3. This Covenant shall be in effect for 10 years from the above date and shall be binding on the Owner, their heirs, successors and assigns. After said 10 years, the Owner, their heirs, successors and assigns shall be responsible for all costs for making additional connections to the water main and sanitary sewer in 56<sup>th</sup> Street.

WITNESSES FOR OWNER:

OWNER

**Wilma J. Beld Trust**

Danielle Warman  
\* Danielle Warman

Wilma J. Beld  
Wilma J. Beld (formerly known as Wilma J. Huitema), as Trustee of the Wilma J. Beld Trust dated July 21, 1993

Mikayla Taylor  
\* Mikayla Taylor

WILMA J. BELD  
Wilma J. Beld

\* Print or type name beneath signature line.

WITNESSES FOR CITY:

CITY OF WYOMING

\_\_\_\_\_  
\*

By \_\_\_\_\_  
Jack A. Poll, its Mayor

\_\_\_\_\_  
\*

By \_\_\_\_\_  
Kelli A. Vandenberg, its City Clerk

STATE OF MICHIGAN  
COUNTY OF KENT

On April 5, 2018 before me, a Notary Public, in and for said County, personally appeared **Wilma J. Beld (formerly known as Wilma J. Huitema)**, as **Trustee of the Wilma J. Beld Trust dated July 21, 1993** to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be the free act and deed of said person.

June E Koenes  
\* June E Koenes Notary Public,  
Kent County, Michigan

Commission expires: 5-7-2021

\* Print or type name beneath signature line.

June E Koenes  
Notary Public, Kent County, Michigan  
My Commission Expires May 07, 2021  
Kent County, Michigan

STATE OF MICHIGAN  
COUNTY OF KENT

On \_\_\_\_\_ before me, a Notary Public, in and for said County, personally appeared by **Jack A. Poll and Kelli A. Vandenberg** to me personally known, as the **Mayor and City Clerk** of the **City of Wyoming**, a Michigan corporation, on behalf of the corporation by authority of its City Council.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public,  
County, Michigan

Commission expires: \_\_\_\_\_

Approved as to Form:  
Jack A. Poll  
Attorney for the City of Wyoming

<p>This Instrument Drafted By:</p> <p>Jeffrey Oonk City of Wyoming 2660 Burlingame Ave. SW Wyoming, MI 49509</p>	<p>After Recording return to:</p> <p>Kelli A. Vandenberg Wyoming City Clerk City of Wyoming 1155 28<sup>th</sup> Street Wyoming, MI 49509</p>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF SUPPORT FOR THE CITY OF GRAND RAPIDS  
GRANT APPLICATION TO MILL AND RESURFACE ASPHALT PAVEMENT ON  
EASTERN AVENUE FROM 28<sup>TH</sup> STREET TO 400 FEET NORTH OF 44<sup>TH</sup> STREET  
IN THE CITIES OF WYOMING AND GRAND RAPIDS, MICHIGAN

WHEREAS:

1. The City of Grand Rapids is applying for a Build Grant from the State of Michigan for the milling and resurfacing of asphalt pavement along Eastern Avenue from 28<sup>th</sup> Street to approximately 400 feet north of 44<sup>th</sup> Street.
2. Eastern Avenue is a borderline street in both the City of Wyoming and the City of Grand Rapids.
3. The City of Grand Rapids would take the lead on the project and invoice the City of Wyoming for its share of the work.
4. It is anticipated that the project would cost approximately \$2.2 million dollars and Wyoming's participation would be approximately \$510,000.
5. If successful with the Build Grant application, construction would be planned for the 2021 construction season.
6. A Resolution of support by the City Council is a requirement for application.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby declares its support for the City of Grand Rapids Build Grant application for the milling and resurfacing of Eastern Avenue from 28<sup>th</sup> Street to approximately 400 feet north of 44<sup>th</sup> Street in the cities of Wyoming and Grand Rapids.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 30, 2018

Subject: City of Grand Rapids Build Grant Application – Resolution of Support

From: William D. Dooley, Director of Public Works

Meeting Date: June 4, 2018

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### RECOMMENDATION:

Staff recommends Council support the City of Grand Rapids Build Grant application for the milling and resurfacing of asphalt pavement on Eastern Avenue from 28<sup>th</sup> Street to approximately 400 feet north of 44<sup>th</sup> Street.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Reliable infrastructure provides safe and efficient travel through the City of Wyoming and minimizes fuel consumption and improves air quality.

Social Equity – The milling and resurfacing project has no impact on Social Equity.

Economic Strength – Providing safe and reliable infrastructure is beneficial for residents and businesses in Wyoming and adds to the economic strength of a community.

Quality Service Impact – This rehabilitation maintains the infrastructure that provides high quality street surfaces to the residents of Wyoming and Grand Rapids.

### DISCUSSION:

The City of Grand Rapids is applying for a Build Grant project for the milling and resurfacing of Eastern Avenue from 28<sup>th</sup> Street to approximately 400 feet north of 44<sup>th</sup> Street. Eastern Avenue is a borderline street between both the City of Grand Rapids and the City of Wyoming. Grand Rapids is applying for the Build Grant and will be the lead agency on the proposed \$2.2 million dollar project. Wyoming's share is anticipated to be approximately \$510,000 and will be invoiced by the City of Grand Rapids.

Staff is in support of the proposed project and grant application. This Resolution has been prepared to provide the City of Grand Rapids the necessary support from the City of Wyoming to submit the application.

### BUDGET IMPACT:

Necessary funds will be available in the 2020/21 fiscal budget.

RESOLUTION NO. \_\_\_\_\_

TO APPROVE AN APPLICATION BY THE  
COMMUNITY ENRICHMENT COMMISSION OF THE CITY OF WYOMING  
FOR A PERMIT FOR DISCHARGE OF FIREWORKS

WHEREAS:

1. The Fire Safety Act of 2011 requires that any permits issued under that act for the discharge of fireworks for a variety of purposes requires local legislative body approval.
2. The Community Enrichment Commission has made application to have a public display of fireworks, operated by licensed fireworks operator Melrose Pyrotechnics, Inc., following the Concerts in the Park event on June 26, 2018 at Lamar Park.
3. The Department of Public Safety has reviewed the application and recommends approval.
4. Section 34-109 of the Code of the City of Wyoming allows the City Council to establish a fee for a fireworks permit.

NOW, THEREFORE, BE IT RESOLVED:

1. The Application by the Community Enrichment Commission for a fireworks permit for June 26, 2018 at Lamar Park is approved.
2. The associated fireworks permit fee is waived.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Permit Application

Certificate of Insurance

City of Wyoming, Michigan


SUPPLEMENT TO APPLICATION  
FOR FIREWORKS OTHER THAN CONSUMER OR LOW IMPACT  
Michigan DLARA – Bureau of Fire Services Form BFS-417 Rev. 09/2015

Name of Applicant:	Community Enrichment Commission
Address:	1155 28th St
	Wyoming MI 49509
Date of Event:	June 26, 2018
Expected Attendance:	10,000

Application must be made 60 days prior to event to allow time for review, recommendation and approval by City Council.

- Completed Form BFS-417
- Permit Application Fee of \$300 payable to the City of Wyoming
- Photocopy of photo ID of pyrotechnic operator owner and individual(s) who will discharge display. The operator or assistant who will discharge the display is subject to a Breathalyzer test by the Wyoming Police Department prior to the event. *IDs will be checked on date of event also.*
- Photocopy of pyrotechnic operator AFTE license
- Pyrotechnic operator's Certificate of Insurance, with the City of Wyoming, Michigan named as Additional Insured, in the following amounts and types:
- Scale drawing of the site where display will be held, showing discharge point, location of all buildings, streets, spectator viewing area(s), parking area(s) and location of overhead obstructions, if any.
- If applicable, written permission from the property owner for the date of the event.

I acknowledge that this permit application is complete and correct. I understand that incorrect or incomplete information could result in denial of the permit, and that the application fee is nonrefundable.

Signature of Applicant:   
Title: Chair  
Organization, Company or Entity: Wyoming Community Enrichment Commission  
Date: 4/17/18

If the permit is approved by the City Council, it will be provided to a Fire Department representative, who will deliver it to the operator and/or applicant at a required meeting to review plans for the event.

Fire Department Recommendation:

- Approval
- Denial

Signature: William J. Aman Date: 5-14-18

Police Department Recommendation:

- Approval
- Denial

Signature: Kimberly Ste... Date: 5-23-18

City Council Action:

- Approval
- Denial

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND THE BY-LAWS FOR  
THE WYOMING RETIREMENT SYSTEM BOARD OF TRUSTEES

WHEREAS:

1. On January 18, 2016, the Wyoming City Council adopted and approved By-laws for the Retirement System Board of Trustees (resolution number 25340).
2. Amendments to the By-laws must be approved by the Wyoming City Council.
3. The Wyoming Retirement System attorney recommends that the By-laws be amended as shown on the attached document.
4. The Wyoming Retirement System Board of Trustees reviewed and approved the proposed amendment to the By-laws at their May 21, 2018, Board meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The By-laws of the Wyoming Retirement System Board of Trustees are amended as shown on the attached documents and are effective immediately.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

By-laws

**CITY OF WYOMING RETIREMENT SYSTEM BOARD OF TRUSTEES  
BY-LAWS**

**1. AUTHORITY**

These By-Laws are adopted by the City of Wyoming Retirement System Board of Trustees (hereinafter referred to as the Board) pursuant to Article 14 of the City of Wyoming Defined Benefit Plan as amended and as approved by City Council, to establish and document the membership and operating rules for the Board. The Board shall have authority to invest assets of the City of Wyoming Defined Benefit Plan, the City of Wyoming Defined Contribution Plan, the City of Wyoming Retiree Medical Trust and Benefit Policy, the City of Wyoming Post-Employment Health Plan and the City of Wyoming Code Section 457(b) Plan (collectively the “Plans”). The Board shall also have the authority to administer the Defined Benefit Plan, the Defined Contribution Plan and the Code Section 457(b) Plan. The Board does not have the authority to administer the Retiree Medical Coverage as that is the sole responsibility of the City. The Board has also delegated the authority to administer the Post-Employment Health Plan to an independent benefit administrator. The Board shall exercise its authority in accordance with this document and the respective plans until the City removes the Board or reduces its authority as set forth in the respective plan.

**2. MEMBERSHIP**

**2.1. Voting Membership.** See Section 14.1 of the Defined Benefit Plan.

**2.2. Term of Office; Vacancy.** See Section 14.2 of the Defined Benefit Plan.

**2.3. Election.**

**1. Nominations.** Nominations shall be solicited by the secretary of the Board from the appropriate bargaining unit president at least three months before the expiration of the candidate’s term. Nominations shall be collected by the secretary of the Board, who shall prepare and distribute ~~ballots~~ballots to relevant City departments for circulation to appropriate bargaining unit members.

**2. Voting.** Voting shall occur at least one month prior to the expiration of the candidate’s term. Members must return their ballots to the City of Wyoming Clerk’s office for tabulation. The secretary of the Board shall disseminate the election results to the Board and appropriate bargaining unit in a timely manner.

**3. OFFICERS**

**3.1. Selection.** At its July meeting, the Board shall select from its membership a chairperson and vice-chairperson. The Board shall be staffed by a secretary and treasurer as described in Sections 14.3 of the Defined Benefit Plan.

- \* Administer the appeal procedure provided for in Section 14.10 of the Defined Benefit Plan and Section 9.6 of the Defined Contribution Plan.
- \* Delegate specific responsibilities for the operation and administration of the Defined Benefit Plan and Defined Contribution Plan to Employees or agents.
- \* Enter into contracts with third party service providers regarding the administration of the Defined Benefit Plan or Defined Contribution Plan after review and approval of legal counsel.
- \* Determine the employment status of any person providing services to Employer.
- \* To the extent permitted by applicable law, take voluntary action to self-correct operational errors in the administration of the Defined Benefit Plan and Defined Contribution Plan.

**2. Standard of Care.** The Board shall administer the Defined Benefit Plan and Defined Contribution Plan in accordance with the terms of the Defined Benefit Plan, the Defined Contribution Plan and the Ethics Policy maintained by the Board.

See Sections 14.8 to 15.4 of the Defined Benefit Plan and Sections 9.4 and 9.5 of the Defined Contribution Plan.

## **8. AMENDMENTS**

These By-Laws may be amended by the Board during any regular or special meeting, provided that all members have received a copy of the proposed amendment at least 3 days prior to the meeting at which such amendment is to be considered. However, no amendment shall become effective until it has been approved by City Council.

**Adopted: At a meeting of the City of Wyoming Retirement System Board of Trustees on \_\_\_\_\_, \_\_\_\_\_.**

**CITY OF WYOMING RETIREMENT SYSTEM BOARD OF TRUSTEES  
BY-LAWS**

**1. AUTHORITY**

These By-Laws are adopted by the City of Wyoming Retirement System Board of Trustees (hereinafter referred to as the Board) pursuant to Article 14 of the City of Wyoming Defined Benefit Plan as amended and as approved by City Council, to establish and document the membership and operating rules for the Board. The Board shall have authority to invest assets of the City of Wyoming Defined Benefit Plan, the City of Wyoming Defined Contribution Plan, the City of Wyoming Retiree Medical Trust and Benefit Policy, the City of Wyoming Post-Employment Health Plan and the City of Wyoming Code Section 457(b) Plan (collectively the “Plans”). The Board shall also have the authority to administer the Defined Benefit Plan, the Defined Contribution Plan and the Code Section 457(b) Plan. The Board does not have the authority to administer the Retiree Medical Coverage as that is the sole responsibility of the City. The Board has also delegated the authority to administer the Post-Employment Health Plan to an independent benefit administrator. The Board shall exercise its authority in accordance with this document and the respective plans until the City removes the Board or reduces its authority as set forth in the respective plan.

**2. MEMBERSHIP**

**2.1. Voting Membership.** See Section 14.1 of the Defined Benefit Plan.

**2.2. Term of Office; Vacancy.** See Section 14.2 of the Defined Benefit Plan.

**2.3. Election.**

**1. Nominations.** Nominations shall be solicited by the secretary of the Board from the appropriate bargaining unit president at least three months before the expiration of the candidate’s term. Nominations shall be collected by the secretary of the Board, who shall prepare and distribute ballots to relevant City departments for circulation to appropriate bargaining unit members.

**2. Voting.** Voting shall occur at least one month prior to the expiration of the candidate’s term. Members must return their ballots to the City of Wyoming Clerk’s office for tabulation. The secretary of the Board shall disseminate the election results to the Board and appropriate bargaining unit in a timely manner.

**3. OFFICERS**

**3.1. Selection.** At its July meeting, the Board shall select from its membership a chairperson and vice-chairperson. The Board shall be staffed by a secretary and treasurer as described in Sections 14.3 of the Defined Benefit Plan.

### 3.2. Duties.

1. **Chairperson.** The chairperson shall preside at all meetings and shall conduct all meetings in accordance with the rules provided herein. The chairperson shall, in coordination with the secretary, be responsible for setting and reviewing the meeting agenda prior to each meeting. The chairperson shall, in coordination with the treasurer, prepare an annual budget and provide budget updates to the Board on a regular basis.
2. **Vice-Chairperson.** The vice chairperson shall act in the capacity of the chairperson in the absence of the chairperson and shall succeed to the office of chairperson in the event of a vacancy in that office, in which case the Board shall elect a successor to the office of the vice chairperson at the earliest practicable time.
3. **Treasurer.** The treasurer shall be Director of Finance or as designated by the person serving in this capacity. The treasurer shall be responsible for preparing various pension, OPEB reports, or associated financial reports , and shall serve as custodian of the assets of the retirement system except as to such assets as the Board may from time to time hold, as authorized by State law. The treasurer shall, in coordination with the chairperson, prepare an annual budget and provide budget updates to the Board on a regular basis.
4. **Secretary.** The secretary shall be the Director of Human Resources or as designated by the person serving in this capacity. The secretary shall, in conjunction with the chairperson, be responsible for the meeting agenda preparation and distribution. The secretary shall be responsible for overseeing the preparation of meeting minutes; keeping of pertinent public records; delivering communications, petitions, reports, and related items of business to the Board; issuing notices of public hearings; and performing related administrative duties to assure efficient and informed Board operations.

3.3. **Tenure.** The officers shall take office immediately following their election. They shall hold their office for a term of one year, or until their successors are elected and assume office.

3.4. **Attendance at Board Meetings.** If a trustee has an excessive number of unexcused absences, the trustee may be removed as trustee in accordance with Section 38.1141 of the Michigan Public Employee Retirement System Investment Act by the majority vote of the Board of Trustees.

## 4. MEETINGS

4.1. **Meeting Notices.** All meetings shall be posted at the offices of the City of Wyoming according to the Open Meetings Act. The notice shall include the date, time and location of the meeting.

- 4.2. Regular Meetings.** Regular meetings of the Board shall be held at least quarterly on dates established by the Board. The dates and times shall be posted and in accordance with the Open Meetings Act. Any changes in the date, time or location of regular meetings shall be posted and noticed in the same manner as originally established. When a regular meeting date falls on or near a legal holiday, the Board may select suitable alternate dates in the same month, in accordance with the Open Meetings Act.
- 4.3. Special Meetings.** A special meeting may be called by two members of the Board upon written request to the City Manager or by the Chairperson. The business that the Board may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Open Meetings Act, and the Secretary shall notify Board members not less than 48 hours in advance of the meeting.
- 4.4. Quorum.** In order for the Board to conduct business or take any official action, a quorum consisting of four voting members of the Board shall be present. When a quorum is not present, no official action, except for closing of the meeting, may take place. The members of the Board may discuss matters of interest, but can take no action until the next regular or special meeting.
- 4.5. Voting.** An affirmative vote of the majority (4) of the Board shall be required for the approval of any requested action or motion placed before the Board. Voting shall ordinarily be by voice vote; provided however that a roll call vote shall be required if requested by any Board member or directed by the Chairperson. All members of the Board including the Chairperson shall vote on all matters, but the Chairperson shall vote last. Any member may be excused from voting only if that person has a bonafide conflict of interest as recognized by the majority of the remaining members of the Board. Any member abstaining from a vote shall not participate in the discussion of that item.
- 4.6. Order of Business.** A written agenda for all meetings shall be prepared and followed. Additions to or deletions from the agenda for regular meetings may be made by a majority vote of the members present.
- 4.7. Rules of Order.** All meetings of the Board shall be conducted in accordance with generally accepted parliamentary procedures, as governed by Robert's Rules of Orders.
- 4.8. Conflict of Interest.** Board members shall adhere to the Ethics Policy and Professional Training and Education Policies adopted by the Board and the provisions of Michigan law relating to conflict of interest.

## **5. MINUTES**

The Secretary of the Board shall prepare Board minutes. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording of

votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes. The official records shall be deposited with the City Clerk at least annually.

## **6. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS**

- 6.1.** All meetings of the Board shall be open to the public and held in a place available to the general public. The Board may, however, go into closed session in accordance with the Open Meetings Act.
- 6.2.** All deliberations and decisions of the Board shall be made at a meeting open to the public.
- 6.3.** A person shall be permitted to address the Board under the rules established in these By-Laws.
- 6.4.** A person shall not be excluded from a meeting of the Board except for breach of the peace committed at the meeting.
- 6.5.** All records, files, publications, correspondence, and other materials available to the public for reading, copying, and other purposes are governed by the Freedom of Information Act.

## **7. DUTIES OF THE BOARD**

### **7.1. All Plans.**

- 1.** Receive investment reports relating to the Defined Benefit Plan and Retiree Medical Trust at least quarterly and investment reports relating to the Defined Contribution Plan, the 457(b) Plan and the Post Employment Health Trust at least annually.
- 2.** The Board has the responsibility and authority to hold, manage and control the assets of the trust fund for each Plan, with the assistance of investment managers and custodians. Because participants in the Defined Contribution Plan, the Code Section 457(b) Plan and the Post Employment Health Plan have been given the authority to direct the investment of their accounts in those Plans, the Board's investment responsibilities with respect to those Plans are limited to hiring, firing and overseeing the third party investment providers and making sure that the investment options available under the Plans are prudent, allow participants to adequately diversify the assets in their accounts and that the fees being charged to their accounts are reasonable.

The investment funds available to participants in the Post-Employment Health Plan are selected and monitored by an Advisory Committee that includes representatives of each employer and employee group with participants in the Post-Employment Health Plan. Each Board Member

shall be a member of the Advisory Committee for the Post-Employment Health Plan with respect to the employee group that elected him or her, at least while Nationwide remains the investment provider for the Post-Employment Health Plan.

3. The Board has the responsibility and authority to hire and fire third party investment managers, advisors and providers for the Plans and to pay reasonable administrative expenses out of the appropriate trust fund of a Plan.

## **7.2. Administration of Defined Benefit Plan and Defined Contribution Plan**

1. The Board shall exercise the following duties and responsibilities:
  - \* Maintain records pertaining to the Defined Benefit Plan and Defined Contribution Plan.
  - \* Interpret the terms and provisions of the Defined Benefit Plan and Defined Contribution Plan.
  - \* Decide all questions of eligibility for participation in the Defined Benefit Plan and Defined Contribution Plan.
  - \* Decide all questions of eligibility for benefit payments and determine the amount and manner of the payment of benefits.
  - \* Establish procedures by which Participants, Vested Terminated Participants and Beneficiaries may apply for benefits under the Defined Benefit Plan and Defined Contribution Plan and appeal a denial of benefits.
  - \* Determine the rights under the Defined Benefit Plan and Defined Contribution Plan of any Participant, Vested Terminated Participant or Beneficiary applying for or receiving benefits.
  - \* Authorize the payment of benefits to all individuals entitled to benefits under the Defined Benefit Plan and Defined Contribution Plan, and to pay the administrative expenses of the Defined Benefit Plan and Defined Contribution Plan.
  - \* Administer the appeal procedure provided for in Section 14.10 of the Defined Benefit Plan and Section 9.6 of the Defined Contribution Plan.
  - \* Delegate specific responsibilities for the operation and administration of the Defined Benefit Plan and Defined Contribution Plan to Employees or agents.

- \* Enter into contracts with third party service providers regarding the administration of the Defined Benefit Plan or Defined Contribution Plan after review and approval of legal counsel.
- \* Determine the employment status of any person providing services to Employer.
- \* To the extent permitted by applicable law, take voluntary action to self-correct operational errors in the administration of the Defined Benefit Plan and Defined Contribution Plan.

**2. Standard of Care.** The Board shall administer the Defined Benefit Plan and Defined Contribution Plan in accordance with the terms of the Defined Benefit Plan, the Defined Contribution Plan and the Ethics Policy maintained by the Board.

See Sections 14.8 to 15.4 of the Defined Benefit Plan and Sections 9.4 and 9.5 of the Defined Contribution Plan.

## **8. AMENDMENTS**

These By-Laws may be amended by the Board during any regular or special meeting, provided that all members have received a copy of the proposed amendment at least 3 days prior to the meeting at which such amendment is to be considered. However, no amendment shall become effective until it has been approved by City Council.

**Adopted: At a meeting of the City of Wyoming Retirement System Board of Trustees on May 21, 2018.**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE  
AN EMPLOYMENT AGREEMENT WITH THE  
FIRE CHIEF (DEPUTY DIRECTOR OF FIRE SERVICES)

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Fire Chief (Deputy Director of Fire Services).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Fire Chief (Deputy Director of Fire Services).
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

ATTACHMENTS:  
Employment Agreement

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**CITY OF WYOMING**  
**EMPLOYMENT AGREEMENT**

**FIRE CHIEF (DEPUTY DIRECTOR OF FIRE SERVICES)**

THIS AGREEMENT between Brian G. Bennett, of [REDACTED] [REDACTED] (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28<sup>th</sup> Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

**1. TERM.** The City hereby employs the Employee as Fire Chief (Deputy Director of Fire Services) of the City. This appointment shall be effective June 5, 2018. The Employee understands that as Fire Chief (Deputy Director of Fire Services), he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code.

**2. PERFORMANCE.** The Employee agrees to perform the duties of Fire Chief (Deputy Director of Fire Services) in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the Director of Police and Fire Services.

**3. SERVICE DATE.** The Employee’s date of service with the City shall be June 8, 2015. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

**4. COMPENSATION.** The Employee’s salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

**5. BENEFITS.** The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision, and life insurance, defined contribution plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits shall be based on a hire date of June 8, 2015.

The Employee shall be credited with an additional 24 hours of vacation as of the date of this contract. Notwithstanding any other provision of this Agreement, the Employee shall not be eligible for a payout of any accrued benefits upon separation from employment until he has been employed by the City for at least three (3) years.

**6. TERMINATION.** This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal

misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and

the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

**7. SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

**8. SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

**9. APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

**10. ASSIGNMENT.** Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

**11. JURISDICTION AND VENUE.** To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

**12. BINDING.** This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

**13. RETURN OF CITY PROPERTY.** The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

**14. SHORTENED LIMITATIONS PERIOD.** The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: \_\_\_\_\_

\_\_\_\_\_  
Curtis Holt  
City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brian G. Bennett  
Fire Chief  
(Deputy Director of Fire Services)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
AN AGREEMENT FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2018/2019 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. Two programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities.
3. Funds shall be available for the activity under Account # 256-400-69219-956.085.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$76,103.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 30, 2018

Subject: Home Repair Services Contract – CDBG Funding 2018-2019

From: Rebecca Rynbrandt, Director of Community Services

Cc: Joel Ruiter, Home Repair Services

Meeting Date: June 4, 2018

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### RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2018-19 budget review and acceptance process of the City Council, the budget of which included a grant award to Home Repair Services, Inc. through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Home Repair Services.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall address blight and public welfare through improved housing.

Social Equity – Funding shall impact disenfranchised low-moderate income home owners.

Economic Strength – Through the improvement of housing stock within the City of Wyoming, property values shall be maintained or improved, not only at the specific location but also throughout the immediate neighborhood through the proximity effect. Low-moderate income homeowners shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. as a result of subsidized home repairs.

### QUALITY SERVICE:

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments

### DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2018 through June 30, 2019 on Monday, April 2, 2018. Included within the plan is to provide support for specific home repair services for moderate to low

income Wyoming residents. To this end, we are proposing a renewal of our agreement with area non-profit Home Repair Services, Inc.

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

The City of Wyoming has maintained a long standing relationship with Home Repair Services as no other contractor in this area provides similar services. To this end, no bids were solicited.

**BUDGET IMPACT:**

The contract is in the amount (not to exceed) \$76,103.00. Sufficient funds are available in the activity account #256-400-69219-956.085.

**CONTRACT BETWEEN  
THE CITY OF WYOMING  
AND  
HOME REPAIR SERVICES OF KENT COUNTY, INC.  
JULY 1, 2018 THROUGH MAY 31, 2019**

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, effective from July 1, 2018 through May 31, 2019 and by and between the **City of Wyoming**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and **Home Repair Services of Kent County, Inc.**, a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Subrecipient".

WITNESSETH THAT:

WHEREAS, the City desires to engage the Subrecipient to perform certain services and activities; and

WHEREAS, the Subrecipient agrees to perform such services and activities in a lawful, satisfactory and proper manner and in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

NOW, THEREFORE, the City and the Subrecipient do mutually agree as follows:

**SECTION 1 - PROGRAM OBJECTIVES:**

1. The program objectives of this Agreement are herein established as the standards to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
  - a. Providing a Minor Home Repair Program. The purpose of this program is to provide small emergency home repairs to single family owner occupied households for low/moderate income homeowners.
  - b. Providing an Access Modification Program. The purpose of this program is to modify the homes of eligible persons with significant mobility impairment(s) to improve accessibility and usability of those houses. Participants may be homeowners or renters.

**SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAMS:  
(Minor Home Repair and Access Modification)**

1. The Subrecipient shall accept all requests from eligible persons desiring home repair assistance. The Subrecipient shall investigate the nature of the emergency assistance

desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair and Access Modification Program exceeds the Subrecipient's ability to supply the service, the Subrecipient shall 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 these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Programs. The co-payment policy may be amended by the Subrecipient's Board of Directors upon approval by the City. When Department of Health and Human Services State Emergency Relief funds (SER) are combined with CDBG funds, the SER funds are not considered program income.
4. If the Subrecipient should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair and Access Modification Programs, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Subrecipient and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair and Access Modification Programs shall be provided to those programs. Also, in those instances where the Subrecipient shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Subrecipient is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Subrecipient or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for Minor Repair and Access Modification programs shall be 50% of area median income (AMI) as calculated by the Federal Government, or up to 80% AMI upon discretion of the Subrecipient's Executive Director.
6. The Subrecipient shall be properly licensed to provide the services required by this Contract. The Subrecipient and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Subrecipient agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Subrecipient's area of Contract activities.
8. The Subrecipient shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.

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

### SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Subrecipient shall 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. The Subrecipient shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition 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 homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards.
2. The Subrecipient shall service the homes of eligible owner-occupants up to a maximum of \$6,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Subrecipient's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Subrecipient shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Subrecipient shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

### SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted to: a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must

have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$6,000.00. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Subrecipient's Executive Director in accordance with the Subrecipient's rules governing such situations.

2. The Subrecipient shall review with each participant receiving service which modifications are to be performed and confirm the participant's choice to proceed with the program prior to beginning the modifications and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
3. The Subrecipient shall provide labor and subcontracted work for access modifications to be spread among low/moderate income households.
4. This program will be available both to rental units as well as owner occupied units. In the case of 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. Wheel chair ramps or other exterior modifications may be provided anywhere in the City of Wyoming, but shall not be constructed on a home 50 or more years old without approval of the State of Michigan Historic Preservation Office.
7. This service will not be available to housing units required to be accessible or adaptable under the Fair Housing Act.
8. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.

#### SECTION 5 – WARRANTY/APPEAL:

1. Subrecipient Minor Home Repair and Accessibility Modifications files shall 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 an 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.
2. The Subrecipient agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair,

without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Subrecipient shall maintain these records for three years.

#### SECTION 6 - LOSS OF CLIENT ELIGIBILITY:

1. The Subrecipient may withhold services for a period of one year and demand full restitution from any client who has defrauded the program. City staff shall be notified of the full circumstances in writing of each case.
2. The Subrecipient may deny all services to a client who has been physically or verbally threatening to the Subrecipient's staff. City shall be notified in writing of each such case.
3. In the cases where the client refuses to sign the Service Agreement indicating satisfactory completion of work because of a conflict involving quality of work or warranty, the client shall be directed to the Subrecipient's complaint policy.
4. The Subrecipient may either double the normal co-payment or charge or refuse to do the work altogether in cases where there is serious neglect or abuse of the house by the homeowner, upon review and approval by the City.

#### SECTION 7 - HOUSES FOR SALE/RENTAL UNITS:

1. The Subrecipient shall not provide labor related services to homes that are listed for sale.
2. Only 1-4 unit residential dwellings are eligible. If a dwelling has more than one unit, one of the units must be occupied by the participant.
3. Minor Home Repair shall not be provided to the rental portions of owner occupied multifamily houses unless:
  - a. The rental unit is occupied by a relative within and up to the second degree.
  - b. The household income of the rental unit combined with the owner's household income falls within the income guidelines.
  - c. The Access Modifications shall be available to both homeowners and renters who meet the income guidelines.

#### SECTION 8 - OVERRUNS:

It is acknowledged that the Subrecipient has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Subrecipient and the homeowner avoid extensive work which could reduce the total number of households to be assisted. The Subrecipient shall submit an annual report detailing the overruns of the Minor Home Repair and Access Modification Program.

#### SECTION 9 - RECORDS:

1. Each Job Cost Report shall contain a telephone number and other identification of the homeowner, and all Job Cost Report forms shall be identified to assist in the 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. Each Job Cost Report shall identify the number, and cost of units of labor and total cost of materials, labor, and subcontractors.
2. The Subrecipient shall maintain inventory and financial records, as cited within this Contract, sufficient to document all inventory dispositions and financial transactions in compliance with CDBG regulations.
3. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
4. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

#### SECTION 10 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance." Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
2. Administrative Practices and Policies. The Subrecipient shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall 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.
3. Equal Opportunity Employment. During the performance of this Agreement, Subrecipient agrees as follows:

- a. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- b. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Subrecipient will send to each labor union or representative or workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Subrecipient will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Subrecipient will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any

subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- h. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
4. Community Development Program Reports. The Subrecipient shall 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. The Subrecipient shall submit the following reports, in formats approved by the City, by June 27, 2019:
    - a. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
    - b. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

In addition, the Subrecipient agrees to submit special reports when requested.

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

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

Subrecipient's Unique Entity Identifier – DUNS 02104-2841

City Federal Award Identification Number – B18MC260020

City Federal Award Date – July 1, 2018

Subaward Period of Performance Start & End Date – July 1, 2018-May 31, 2019

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$76,103.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$76,103.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$76,103.00

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; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

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.

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

#### SECTION 11 - CERTIFICATIONS:

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof 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.”

**SECTION 12 - HUD SECTION “3” PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW INCOME PERSONS:**

1. Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u)(as amended) and (24CFR135), 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 the area median income) and are located in the metropolitan area and to businesses that are owned by Section 3 residents (51% or more) or that employ Section 3 residents (at least 30% of their work force) or that subcontract work with Section 3 businesses (25% or more of their subcontracts).
2. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 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.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
4. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
5. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24

CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

6. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### SECTION 13 - TIME OF PERFORMANCE:

1. On July 1, 2018, the Subrecipient shall commence performance of the services and activities required under this Contract.
2. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on May 31, 2019, unless otherwise terminated pursuant to the terms of this Contract.

#### SECTION 14 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Subrecipient's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Subrecipient an amount up to Seventy Thousand and 00/100 dollars (\$70,000.00) from the City's Community Development Block Grant funds for the Minor Home Repair and Access Modification Programs.
2. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Subrecipient pursuant to this Contract, exceed the maximum sum of Seventy-Six Thousand One Hundred Three and 00/100 dollars (\$76,103.00) from the City's Community Development Block Grant funds.
3. The Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, with the final monthly invoice due by June 27, 2019.

#### SECTION 15 - CONTINUED FUNDING:

1. The City makes no implied or explicit guarantee, offer or representation of future

funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 31.

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

#### SECTION 16 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
2. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
3. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

#### SECTION 17 - DONATION AND FEES:

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

#### SECTION 18 - CONTRACT MODIFICATIONS:

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

**SECTION 19 - SUBRECIPIENT'S FAILURE OF PERFORMANCE:**

The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

1. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
2. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
4. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
  - A. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided by this contract.
  - B. In the event 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 the Contract, shall become the property of the City.
    2. The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.
    3. It is agreed that nothing contained herein shall:
      - a. Deprive the 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 it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

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

#### SECTION 20 - AUDITS AND INSPECTIONS:

1. At any time during normal business hours, and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
  - A. Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
  - B. Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
  - C. Allow the City or its designated representatives to review such documents that are considered as backup to the operation of the Subrecipient, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
3. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
4. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended

federal awards within one hundred eighty (180) days after the end of its fiscal year.

#### SECTION 21 - CONFLICT OF INTEREST:

1. The Subrecipient covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. The Subrecipient shall establish safeguards to prohibit employees 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.

#### SECTION 22 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the City of any such assignment or transfer.

#### SECTION 23 - 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 Congress of the United States, the Michigan State Legislature or the City Council.

#### SECTION 24 - "SAVE HARMLESS" CLAUSE:

The Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in

connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. The insurance coverage specified herein and in the special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

#### SECTION 25 - CIVIL RIGHTS:

1. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract based on race, color, religion, national origin, age, sex, height, weight, handicap, source of income, familial status or marital status.
2. The Subrecipient agrees that it will not discriminate as to hiring or terms or conditions of employment based on race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
3. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, sex or national origin, or on any other basis prohibited by state or federal law.
4. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
5. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

#### SECTION 26 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 USC 276c).

#### SECTION 27 - SEVERABILITY OF PROVISIONS:

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

#### SECTION 28 - WAIVER:

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

#### SECTION 29 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

#### SECTION 30 - CITY DEPARTMENT OR OFFICE:

It is agreed by the parties hereto that the City's Community Development Section of the Planning and Development Department shall be responsible for the administration of this Contract on behalf of the City; provided, however, that authority and responsibility for the administration of this Contract may be transferred to any other office or department of the City, by the City in its sole discretion.

#### SECTION 31 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The 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 the 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."

#### SECTION 32 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) days written notice to the Subrecipient, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Subrecipient over the proceeding months of this Contract. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and divide the number of funded months (or any fraction thereof) by the amount of monies expended over such period. The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in the amount not to exceed the total amount of this Contract.

#### SECTION 33 – REVERSION OF ASSETS:

When this Contract ends, the Subrecipient must transfer to the 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.

#### SECTION 34 – DEBARRED OR INELIGIBLE CONTRACTORS:

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

1. 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.
2. The 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>.

#### SECTION 35 – INSURANCE:

The Subrecipient shall, for the term of this Agreement, carry the following insurance

throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

1. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage 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

2. Business Auto Liability – Liability to include 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 – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

4. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

5. The following language shall be included on the Certificate of Liability Insurance: "It is also understood and agreed that the following shall be Additional Insured's on all insurance policies, with the exception of worker's compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear."

- All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract Amendment as of the date first above written.

Witness:

CITY OF WYOMING,  
a Michigan municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Jack A. Poll, Mayor Date

\_\_\_\_\_

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,  
INC.

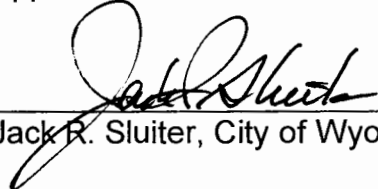
\_\_\_\_\_

By: \_\_\_\_\_  
Lissa Schwander, Chairperson Date

\_\_\_\_\_

By: \_\_\_\_\_  
Joel Ruiter, Executive Director Date

Approved as to form:

  
\_\_\_\_\_  
Jack R. Sluiter, City of Wyoming

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WYOMING AND THE HEART OF WEST MICHIGAN UNITED WAY FOR ADMINISTRATION OF THE KENT COUNTY/GRAND RAPIDS/WYOMING REGIONS CONTINUUM OF CARE

WHEREAS:

1. The City of Wyoming has experienced panhandling, homeless camps, and persons who are homeless over the course of the last nine years.
2. The U.S. Department of Housing and Urban Development (HUD) allows the use of Community Development Block Grant (CDBG) funds to support programs that seek to address needs associated with persons and families that are homeless or at risk of being homeless.
3. In its 2018-2019 budget, the City of Wyoming has approved funding the area's Continuum of Care (CoC) administration, which also serves as the Coalition to End Homelessness, in an amount not to exceed \$5,000.
4. The Kent County/Grand Rapids/Wyoming regions CoC is administered by the Heart of West Michigan United Way.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried:     Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 30, 2018

Subject: United Way Subrecipient Agreement per the Administration of Continuum of Care/Coalition to End Homelessness

From: Rebecca Rynbrandt, Director of Community Services

Cc: Michelle VanDyke, President/CEO, United Way

Meeting Date: June 4, 2018

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### RECOMMENDATION:

It is recommended that the City Council enter into an agreement with the Heart of West Michigan United Way (United Way) to provide administrative services for the Kent County/Grand Rapids/Wyoming region's Continuum of Care (CoC) which also serves as the area's Coalition to End Homelessness.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The CoC is a body required by HUD to ascertain needs represented throughout Kent County, including the City of Wyoming, related to persons and families who are homeless or at risk of becoming homeless. The CoC works to increase the supply of decent, safe, emergency shelter, transitional housing, and affordable housing for those who are homeless or at risk of becoming homeless.

Social Equity – The CoC works to expand the capacity of nonprofits in meeting the needs of persons who are homeless, while strengthening and leveraging private sector partnerships between the state and local governments to provide housing and other necessary programs to address the needs of persons and families who are homeless or at risk of becoming homeless.

Economic Strength – Approximately \$5 million dollars of federal and state grant funds are applied for, received, and administered by the CoC. These funds support local units of government and area nonprofits in the creation and implementation of programs designed to assist persons and families who are homeless or at risk of becoming homeless.

### QUALITY SERVICE:

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments

## DISCUSSION:

The federal government, recognizing the growing trend of homelessness, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. Over the years the City of Wyoming has seen an increase in reported cases of panhandling, homeless camps, and persons who are homeless. In response, the City has assigned myself to serve as Chair of the Steering Committee for the Grand Rapids Area Coalition to End Homelessness and serve on the Funding Review Committee for the HUD Continuum of Care. Support of the CoC has been identified in the CDBG Action Plan as a priority, and \$5,000 has been approved in the 2018-2019 budget to support the administration of the CoC.

## BUDGET IMPACT:

Per HUD regulation, a sub-recipient agreement is required between the City and United Way for these purposes. Council has approved funding in the 2018-2019 CDBG budget, not to exceed \$5,000, for this purpose.

## ATTACHMENTS:

Resolution  
Agreement

**CONTRACT BETWEEN  
THE CITY OF WYOMING  
AND  
THE HEART OF WEST MICHIGAN UNITED WAY  
JULY 1, 2018 THROUGH JUNE 30, 2019**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, effective from July 1, 2018 through June 30, 2019 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28<sup>th</sup> Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Heart of West Michigan United Way**, a Not-for-Profit Corporation, located at 118 Commerce SW, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

**WITNESSETH THAT:**

**WHEREAS**, the City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

**WHEREAS**, the City also supports the administration of services to its homeless population through the Subrecipient; and

**WHEREAS**, the City and area nonprofit agencies obtain resources to deal with the problems of homelessness from HUD by submitting funding applications through the Subrecipient in response to Notices of Funding Availability published by HUD; and

**WHEREAS**, 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 deal with the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

**WHEREAS**, the problems of homelessness will only increase in severity if funding from HUD is curtailed or lost; and

**WHEREAS**, the 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 the problems of homelessness, in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

**NOW, THEREFORE**, the City and the Subrecipient do mutually agree as follows:

1. Project Objective.

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

problems of homelessness by providing funding to the Subrecipient, to annually develop and prepare the Continuum of Care strategy required to obtain HUD funding.

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. The Subrecipient may use a portion of the funds allocated to it by the City for the cost of providing the immediate supervision, coordination and consultation needed to develop, prepare and implement a Continuum of Care strategy, which is necessary to obtain funding from HUD to address the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- b. The Subrecipient will invoice and collect from the City a maximum total of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00) to be used to reimburse the Subrecipient the cost of providing the coordination and consultation needed to develop and write a Continuum of Care strategy.
- c. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made to develop the Continuum of Care strategy.

3. Time of Performance.

- a. On July 1, 2018, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2019, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00) in accordance with the following schedule:
  - 1) The City shall pay the Subrecipient FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00) in two (2) equal installments of TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$2,500.00), with the final invoice due by July 18, 2019. The last installment shall only be payable after the Continuum of Care strategy is completed and submitted to HUD by the application deadline established by HUD.
- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of FIVE THOUSAND and NO/100 DOLLARS (\$5,000).

5. Financial Transparency.

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

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 28.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

- a. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
- b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

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

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
  - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
  - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
  - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
  - 1) In the event this Contract is terminated:
    - a) 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 the Contract, shall become the property of the City; and
    - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
  - 2) It is agreed that nothing contained herein shall:
    - a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

- b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
- 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 18, 2019.
- e. Annual Performance Report. This must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Heart of West Michigan United Way

Subrecipient's Unique Entity Identifier – DUNS 09594-5176

City Federal Award Identification Number – B18MC260020

City Federal Award Date – July 1, 2018

Subaward Period of Performance Start & End Date – July 1, 2018-June 30, 2019

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

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

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

Federal Award Project Description – United Way-HUD Continuum of Care Administration: Wyoming residents have affordable administration of homeless programs for the purpose of preventing homelessness and providing decent affordable housing.

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

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

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

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

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

12. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof 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.”

13. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

14. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.
- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

15. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
  - 1) Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
  - 2) Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
  - 3) Allow the City or its designated representatives to review such documents pertaining to this Contract and the Continuum of Care strategy that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 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 the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

16. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient shall establish safeguards to prohibit employees 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 and Transfer of Interest; Subcontracting.

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the 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 Congress of the United States, the Michigan State Legislature or the City.

19. Save Harmless Clause.

The Subrecipient shall indemnify and save harmless the City, its officers, agents and employees against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. Any insurance coverage specified herein and in any special conditions constitutes the minimum requirements, and said requirements

shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Debarred or Ineligible Contractors.

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

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.

The Subrecipient should 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>.

21. Federal Uniform Administrative Requirements.

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Subrecipient will comply with the requirements and standards specified in the following federal regulations:

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

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

Subpart J of 24CFR570.504(c), HUD Program Income Requirements.

Subpart J of 24CFR570.502(a)(7), Reversion of Assets.

22. Insurance.

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

- a. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage 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

- b. Business Auto Liability – Liability to include 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

- c. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

- e. The following language shall be included on the Certificate of Liability Insurance: “It is also understood and agreed that the following shall be Additional Insured’s on all insurance policies, with the exception of worker’s compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”
- f. All insurance providers shall be “A” rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))

23. Compliance with the Law.

In performing the Services and Activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis–Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

24. Severability of Provisions.

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to

conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

25. Waiver.

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

26. Disclosure of Confidential Material.

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

27. City Department or Office.

It is agreed by the parties hereto that the City's Community Development Office shall be responsible for the administration of this Contract on behalf of the City.

28. Termination at City's Election.

Either party may, upon sixty (60) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance over the proceeding months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and dividing the amount of monies expended over such period by the number of funded months (or any fraction thereof). The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in an amount not to exceed the total amount of this Contract as specified in Section 4 hereof.

**IN WITNESS WHEREOF**, the City and the Subrecipient have executed this Contract as of the date first above written.

Witness:

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WYOMING,**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Jack A. Poll, Mayor                      Date

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk      Date

**THE HEART OF WEST MICHIGAN  
UNITED WAY,**  
a not-for-profit corporation

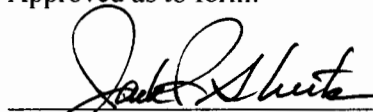
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By: \_\_\_\_\_  
Michelle VanDyke, President/CEO      Date

By: \_\_\_\_\_  
Gail Montgomery, Vice President  
of Finance                                  Date

Approved as to form:

  
\_\_\_\_\_  
Jack R. Sluiter, City of Wyoming

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR  
FISCAL YEAR 2018-2019

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City.
2. The Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City.
3. The Wyoming Community Development Committee and the Wyoming City Council have approved the 2018-2019 budget, which includes this service.
4. The Fair Housing Center will conduct complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists.
5. The Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity and will conduct a 3-hour Fair Housing training session in the City.
6. Funds shall be available in Account No. 256-400-17519-956.035.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Fair Housing Activities Agreement with the Fair Housing Center of West Michigan.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
 Staff Report  
 Fair Housing Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 30, 2018

Subject: Fair Housing Center – CDBG Funding 2018-2019

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Haynes, Fair Housing Center of West Michigan

Meeting Date: June 4, 2018

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### RECOMMENDATION:

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2018-19 budget review and acceptance process of the City Council, the budget of which included a grant award to the Fair Housing Center of West Michigan through the Community Development Block Grant restricted funds, it is recommended the City Council enter into the attached contract with the Fair Housing Center of West Michigan.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall work to ensure a variety of housing options are available throughout the community to citizens and potential citizens regardless of race, disability, familial status and any other protected class.

Social Equity – Funding shall work to eliminate discriminatory practices related to housing within the City of Wyoming.

Economic Strength – By ensuring non-discriminatory housing practices within the City of Wyoming, shelter may be obtained by all persons. Full occupancy of rental properties shall assist in the maintenance of property and commercial values. By being able to obtain housing pursuant to their income without limits related to discrimination, citizens shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. and/or enjoy housing based upon their personal preferences.

### QUALITY SERVICE:

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments

## DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2018 through June 30, 2019 on Monday, April 2, 2018. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists. The Fair Housing Center will also disseminate fair housing information to housing consumers as an educational activity and will conduct a 3-hour fair housing training session in the city.

The City of Wyoming has maintained a long standing relationship with the Fair Housing Center as no other contractor in this area provides similar services. To this end, no bids were solicited.

## BUDGET IMPACT:

The contract is in the amount (not to exceed) \$7,500.00. Sufficient funds are available in the activity account #256-400-17519-956.035.

## **FAIR HOUSING ACTIVITIES AGREEMENT FOR THE CITY OF WYOMING, MICHIGAN FOR 2018-2019**

This Agreement is made between the **CITY OF WYOMING**, a Michigan municipal corporation, with its principal offices located at 1155 - 28th Street, S.W., Wyoming, Michigan (the "City"), and the **FAIR HOUSING CENTER OF WEST MICHIGAN**, a Michigan non-profit corporation, located at 20 Hall Street SE, Grand Rapids, Michigan 49507 (the "Subrecipient").

### Preliminary Statement

The City wishes to promote and ensure that fair housing is available in HUD-designated low- and moderate-income (LMI) areas throughout the City. The Fair Housing Center was formed for the express purpose of promoting fair housing throughout the Grand Rapids metropolitan area and wishes to assist the City in promoting fair housing as defined by Title VIII of the Civil Rights Act of 1968, as amended, the Elliott-Larsen Civil Rights Act of the State of Michigan, as amended, the Michigan Handicapper Civil Rights Act, as amended, and the City of Wyoming Fair Housing Ordinance. This Agreement is entered into to provide the terms and conditions under which the Subrecipient will assist the City in promoting fair housing.

### Agreement

In consideration of the facts stated above and the mutual promises set forth in this Agreement, the City and the Subrecipient agree as follows:

1. Term. The activities described in this Agreement are to begin on July 1, 2018, and are to be completed no later than June 30, 2019. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2019, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Subrecipient shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Subrecipient shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
  - A. Complaint Assistance/Investigation.
    - a. The Subrecipient shall provide complaint investigation and determination services in response to allegations of housing discrimination within HUD-designated LMI areas throughout the City which the Subrecipient may receive, from any source, during the term of this Agreement. 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.

b. The Subrecipient shall prioritize complaint based investigations. Following the first quarter, the Subrecipient may implement non-complaint based tests, systemic investigations, market reviews, case development, management and conciliation in order to detect and remove barriers to equal housing opportunity. The maximum number of systemic investigations shall be limited to three (3) during the term of this agreement. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more actions pursuant to this section, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

c. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$6,750.00 for complaint assistance/investigation/determination services.

B. Outreach and Education. The Subrecipient will conduct a community outreach program to educate housing consumers, professionals and the general public concerning fair housing. These services cannot exceed \$750.00.

a. The Subrecipient will participate as a speaker on Fair Housing practices within one 3-hour City of Wyoming Seminar for Rental Property Owners & Housing Professionals training session at an accessible Wyoming location, designed to increase voluntary compliance with fair housing laws throughout the Wyoming housing industry including both the real estate and rental industry. The Subrecipient's presentation shall be approximately 1.5 hours with an appropriate time allotted for participant questions.

1. Wyoming shall provide the location, food, marketing, event registration and mailing of certificates of completion.

2. The Subrecipient shall provide a speaker and any necessary training materials.

b. The Subrecipient will continue to disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity. Outreach materials will include (but will not be limited to) organizational newsletters, *Publisher's Notices* in publications accepting housing advertising, and video, audio and print public service announcements (PSA) designed by 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.

- c. All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.
  - d. Promotional and Educational Materials. The Subrecipient shall make an appropriate effort to acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.
4. Payment. In consideration for the services, the City shall pay the Subrecipient up to a total of Seven Thousand Five Hundred dollars (\$7,500.00) for actual and reasonable expenses, with the final quarter payment request due by July 18, 2019. The Subrecipient shall submit itemized payment requests with all supporting documentation (payroll sheets, copies of checks, receipts, etc) quarterly for reimbursement, but not less than twice per year, as follows:
  - A. Up to Six Thousand Seven Hundred Fifty dollars (\$6,750.00) for complaint assistance/investigation services as describe herein.
  - B. Up to Seven Hundred Fifty Dollars (\$750.00) for speaker fees and training materials, education and outreach, as described herein.
5. Reports. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of the Subrecipient's activities in connection with this Agreement upon completion of the services. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
6. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 18, 2019:
  - A. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

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

In addition, the Subrecipient agrees to submit special reports when requested.

7. Certifications. The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof 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.”

8. Financial Transparency. The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Fund in support of fair housing. Such disclosure shall be posted on the Subrecipient’s website during the term of this agreement.
9. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Fair Housing Center of West Michigan

Subrecipient’s Unique Entity Identifier – DUNS 19440-5478

City Federal Award Identification Number – B18MC260020

City Federal Award Date – July 1, 2018

Subaward Period of Performance Start & End Date – July 1, 2018-June

30, 2019

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$7,500.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$7,500.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$7,500.00

Federal Award Project Description – Fair Housing Services: Wyoming residents have access to fair housing complaint assistance/investigation and outreach/education services for the purpose of providing decent affordable housing.

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

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.

10. Independent Contractor. The Subrecipient shall perform the services as an independent contractor, and neither the Subrecipient nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.
11. Indemnification. The Subrecipient agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Subrecipient.

12. Insurance. The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

- A. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage 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

- B. Business Auto Liability – Liability to include 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

- C. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

- D. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

- E. The following language shall be included on the Certificate of Liability Insurance: "It is also understood and agreed that the following shall be Additional Insured's on all insurance policies, with the exception of worker's compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all

volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”

- F. All insurance providers shall be “A” rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))
13. Compliance with Laws. The Subrecipient 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 race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Subrecipient shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Subrecipient shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.
14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:
- A. Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract.
  - B. Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract.
  - C. Allow the City or its designated representatives to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
  - D. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit report meeting the requirements of the regulations found at OMB 2 CFR 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
  - E. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in

accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.

- F. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eight (180) days after the end of its fiscal year.
15. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:
- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
  - B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - C. The Subrecipient will send to each labor union or representative or workers with which The Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The Subrecipient will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - F. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - G. The Subrecipient will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
  - H. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
16. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.
17. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.
18. Federal Uniform Administrative Requirements.

This section lists certain administrative standards required by the federal

government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The Subrecipient will comply with the requirements and standards specified in the following federal regulations:

OMB 2 CFR 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 the 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."

19. Conflict of Interest.

- A. The Subrecipient covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. The Subrecipient shall establish safeguards to prohibit employees 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.

The City of Wyoming

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Jack A. Poll, Mayor

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Fair Housing Center of West Michigan

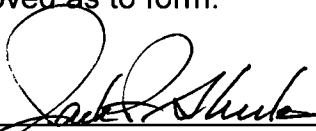
Dated: \_\_\_\_\_

By \_\_\_\_\_  
Doretha Ardoin, President

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Nancy L. Haynes, Executive Director

Approved as to form:

  
\_\_\_\_\_  
Jack R. Sluiter, City Attorney

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF GRAND RAPIDS TO PERFORM SUBRECIPIENT MONITORING SERVICES ON BEHALF OF THE CITY OF WYOMING

WHEREAS:

1. The United States Department of Housing and Urban Development (HUD) regulations require the City of Wyoming to monitor its Community Development Block Grant (CDBG) program subrecipients, based upon the City's established CDBG Subrecipient Monitoring Risk Assessment Criteria.
2. Due to the monitoring agreement leveraging the expertise of City of Grand Rapids Community Development staff, working to eliminate redundancy of staffing between both the Cities of Wyoming and Grand Rapids, and limiting disruption to subrecipient program operations for multiple audits, it is deemed in the City's best interest to enter into an agreement with the City of Grand Rapids to perform such monitoring services on its behalf.
3. The City of Grand Rapids has agreed to perform such services for a not-to-exceed amount of \$875.00.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17519-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the City of Grand Rapids to perform monitoring services on behalf of the City of Wyoming for an amount not to exceed \$875.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 30, 2018

Subject: City of Wyoming-City of Grand Rapids Subrecipient Monitoring Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Jack Sluiter, City Attorney  
Connie Bohatch, Director of Community Development, City of Grand Rapids

Meeting Date: June 4, 2018

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### RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-City of Grand Rapids Subrecipient Monitoring Agreement in the amount of \$875.00.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming Community Development Block Grant fund provides grants to area nonprofits to increase and improve the supply of decent, safe, affordable housing to low- and moderate-income households.

Social Equity – Wyoming funds a diversity of nonprofits seeking to provide for a diversity of programs to equitably impact persons of low- and moderate-income households. Such funds work to improve properties and neighborhoods throughout the City regardless of geographic area.

Economic Strength – The monitoring agreement leverages the expertise of City of Grand Rapids Community Development staff, works to eliminate redundancy of staffing between both the City of Wyoming and City of Grand Rapids, and limits disruption to sub-recipient program operations for multiple audits.

### QUALITY SERVICE:

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments

### DISCUSSION:

As required by the Housing and Urban Development (HUD) regulations, the City has established CDBG Subrecipient Monitoring Risk Assessment Criteria, which ranks whether the subrecipient

is considered low, medium or high risk. Since The Hispanic Center of Western Michigan is a new subrecipient, an on-site monitoring is required. Such a process is to include risk assessment, subrecipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination.

In 2013, the City of Wyoming first entered into an agreement with the City of Grand Rapids to represent the City of Wyoming in performing the necessary monitoring of this subrecipient. The City of Grand Rapids' costs in performing this service is \$875.00 for FY 2018-2019.

By renewing this agreement, the City of Wyoming protects the integrity of our programs, meeting audit requirements, and leverages the expertise and manpower of the City of Grand Rapids, while containing administrative costs for the benefit of the citizens of Wyoming.

**BUDGET IMPACT:**

Funds for monitoring services have been budgeted for in the 2018-2019 Community Development Block Grant Fund.

**ATTACHMENTS:**

Resolution  
Agreement

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### MONITORING SERVICES AGREEMENT

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, whose address is 1155 28<sup>th</sup> Street SW, Wyoming, Michigan 49509, and the **City of Grand Rapids** (hereinafter referred to as the "Contractor"), a Michigan municipal corporation, through its Community Development Department, whose address is 300 Monroe Avenue NW, Grand Rapids, Michigan 49503. This Agreement is effective July 1, 2018.

#### Recitals

1. To ensure compliance with federal regulations and to successfully administer the CDBG federal grant program, the City desires to enter into an agreement with the Contractor to perform monitoring services of one of the City's Community Development Block Grant Programs (CDBG) subrecipient contracts.
2. The City does not have adequate personnel to perform monitoring of the agencies that are CDBG subrecipients as required by federal regulations.
3. The Contractor has personnel who are trained and qualified to perform the monitoring services on behalf of the City, and the Contractor is willing to provide such services to the City.

Now therefore, for good and valuable consideration referred to in this Agreement, the sufficiency of which is acknowledged hereto, the parties agree as under.

#### **Section 1: Monitoring Services**

- A. Subject to the terms of this Agreement, the City hereby retains the services of the Contractor to perform monitoring of the City's FY 2018-2019 CDBG Program subrecipient agreement with **The Hispanic Center of Western Michigan for the Youth Employment Initiative**. The monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for ensuring subrecipient agency compliance with all CDBG program requirements.

#### **Section 2: Duties of the Contractor**

- A. The Contractor will perform on-site monitoring of The Hispanic Center of Western

Michigan once during the term of the Agreement. The monitoring of the common subrecipient agency of the City and the Contractor will be performed concurrently and in a manner which is consistent with HUD's monitoring requirements.

- B. The Contractor shall maintain complete records of the monitoring services performed pursuant to this Agreement. Such records shall include reports of inspections, monitoring review checklists, related correspondence, correction notices and approvals. The Contractor shall provide to the City within (60) days of the monitoring visit, information such as national objective, eligibility, files sampled, scheduled on-site inspection date, completed date, and monitoring results, including correction notices.
- C. The Contractor will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The Contractor will provide all records and reports to the City, upon request, to satisfy HUD's audit of monitoring visits made to the subrecipient agency.

### **Section 3: Duties of the City**

- A. The City shall provide the Contractor with all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, eligibility determination, awards, contracts, invoices, payments, quarterly and annual reports, draw records and communications. Such information shall be provided to the Contractor no later than April 1, 2019.
- B. The City will provide the Contractor with access to the City of Wyoming's Five-Year Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
- C. The City shall be responsible for enforcement of any corrective actions with regards to any findings or concerns identified by the Contractor relating to the subrecipient agency as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipient agency as a result of the Contractor's monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the Contractor's monitoring activity.
- F. The City will remain the entity responsible for compliance as it pertains to the eligibility of the activities and how the activities are carried out.
- G. The City shall provide any follow-up technical assistance as may be necessary to the subrecipient agency.

- H. Any questions relating to monitoring of the subrecipient agency will be resolved between the City and the Contractor by contacting the City's HUD CPD representative for technical assistance.

#### **Section 4: Motor Vehicle**

- A. The Contractor shall utilize its own motor vehicle for the subrecipient agency site visit in carrying out the duties pursuant to this Agreement. The Contractor shall be responsible for all expenses associated with the operation of the motor vehicle, including gasoline, maintenance, repairs, insurance, and all incidental costs. The motor vehicle should be identifiable as representing the Contractor.

#### **Section 5: Compensation**

- A. The City shall pay the Contractor an amount not to exceed Eight Hundred Seventy-Five and no/100 dollars (\$875.00), which is inclusive of employee's hourly wage and benefits, cost allocation, and cost of motor vehicle use, for the monitoring services provided under this Agreement. The Contractor shall not be entitled to any additional payment of any kind in the provision of these services, except as provided for in this paragraph.
- B. The Contractor shall invoice the City for services rendered after completion of all monitoring services under this Agreement, no later than July 18, 2019. Subsequently, the City shall reimburse the Contractor within thirty (30) days of submission of invoices.

#### **Section 6: Contract**

- A. In the performance of all duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the Contractor, its officers and employees are and shall at all times be acting and performing services as a Contractor with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the Contractor's personnel perform the monitoring services under this Agreement, except that the Contractor agrees at all times to comply completely and fully with the provisions of this Agreement and the applicable federal laws and regulations.
- C. The City may perform or cause to be performed random quality assurance actions related to the monitoring services provided by the Contractor.

**Section 7: Insurance and Indemnification**

- A. The City and the Contractor shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in a comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the Contractor under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the City shall indemnify the Contractor, to the full extent permitted by law, from and against claims arising out of the Contractor's provision of monitoring services pursuant to this Agreement except for claims caused by the Contractor's gross negligence or intentional acts.

The liability limits shall not be less than:

Bodily Injury:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.
Property Damage:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.

The City and the Contractor shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

**Section 8: Term**

- A. The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

**Section 9: Termination by Notice**

- A. This Agreement may be terminated by the City or the Contractor, without cause or reason, at any time, upon thirty (30) business days' written notice to the other party. In the event of termination, the City shall pay to the Contractor any and all amounts due for work performed under the Agreement to the date of termination.

**Section 10: Effect of Termination**

- A. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the

termination or expiration. However, the City and the Contractor shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the monitoring services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

### **Section 11: Conflict of Interest**

- A. The Contractor covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. The Contractor shall establish safeguards to prohibit employees 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 who they have family, business or other ties.

### **Section 12: Miscellaneous**

- A. This Agreement shall be non-assignable.
- B. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors.
- C. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use.
- D. The City shall retain records in conformance with the State of Michigan General Record Retention and Disposal Schedule adopted by the respective community.
- E. Freedom of information requests related to the services provided under this Agreement shall be processed according to rules governing such requests. Parties to this agreement shall promptly notify one another of such requests.
- F. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
- G. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other

provision of this Agreement.

- H. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.
- I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.
- J. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

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

Witness:

**CITY OF WYOMING**

\_\_\_\_\_

By: \_\_\_\_\_  
Jack Poll, Mayor

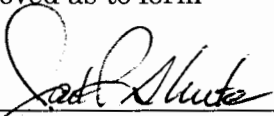
Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date: \_\_\_\_\_

Approved as to form

  
\_\_\_\_\_

Jack Sluiter  
Attorney, City of Wyoming

Witness:

\_\_\_\_\_

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_

Connie M. Bohatch  
Managing Director of Community  
Services

Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_

Department of Law  
City of Grand Rapids

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN  
AGREEMENT WITH THE COUNTY OF KENT TO PERFORM SUBRECIPIENT  
MONITORING SERVICES ON BEHALF OF THE CITY OF WYOMING

WHEREAS:

1. The United States Department of Housing and Urban Development (HUD) regulations require the City of Wyoming to monitor its Community Development Block Grant (CDBG) program subrecipients, based upon the City's established CDBG Subrecipient Monitoring Risk Assessment Criteria.
2. Due to the monitoring agreement leveraging the expertise of Kent County Community Action staff, working to eliminate redundancy of staffing between both the City of Wyoming and the County of Kent, and limiting disruption to subrecipient program operations for multiple audits, it is deemed in the City's best interest to enter into an agreement with the County of Kent to perform such monitoring services on its behalf.
3. The County of Kent has agreed to perform such services for a not-to-exceed amount of \$1,750.00.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17519-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the County of Kent to perform monitoring services on behalf of the City of Wyoming for an amount not to exceed \$1,750.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

## STAFF REPORT

Date: May 30, 2018

Subject: City of Wyoming-Kent County Subrecipient Monitoring Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Jack Sluiter, City Attorney  
Darrell Singleton, Community Development Manager, Kent County Community Action

Meeting Date: June 4, 2018

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### RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-County of Kent Subrecipient Monitoring Agreement in the amount of \$1,750.00.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The City of Wyoming Community Development Block Grant fund provides grants to area nonprofits to increase and improve the supply of decent, safe, affordable housing to low- and moderate-income households.

Social Equity – Wyoming funds a diversity of nonprofits seeking to provide for a variety of programs to equitably impact persons of low- and moderate-income households. Such funds work to improve properties and neighborhoods throughout the City regardless of geographic area.

Economic Strength – The monitoring agreement leverages the expertise of Kent County Community Development staff, works to eliminate redundancy of staffing between both the City of Wyoming and Kent County, and limits disruption to subrecipient program operations for multiple audits.

### QUALITY SERVICE:

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments

### DISCUSSION:

As required by the Housing and Urban Development (HUD) regulations, the City has established

CDBG Subrecipient Monitoring Risk Assessment Criteria, which ranks whether the subrecipient is considered low, medium or high risk. Since Family Promise of Grand Rapids was a new subrecipient in FY 2017/18, they were ranked as a medium risk and an on-site monitoring is required. Since The Salvation Army Social Services has experienced both personnel and substantial system changes, an on-site monitoring is also required. Such a process is to include risk assessment, subrecipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination.

In 2011, the City of Wyoming began entering into agreements with Kent County to represent the City of Wyoming in performing the necessary monitoring of our subrecipients. Kent County Community Action staff has performed exceptionally well for us. The County's costs in performing these services are \$1,750.00 for FY 2018-2019.

By renewing this agreement, the City of Wyoming protects the integrity of our programs, meeting audit requirements, and leverages the expertise and manpower of Kent County, while containing administrative costs for the benefit of the citizens of Wyoming.

**BUDGET IMPACT:**

Funds for monitoring services have been budgeted for in the 2018-2019 Community Development Block Grant Fund.

**ATTACHMENTS:**

Resolution  
Agreement

## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### MONITORING SERVICES AGREEMENT

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, whose address is 1155 28<sup>th</sup> Street SW, Wyoming, Michigan 49509, and the **County of Kent** (hereinafter referred to as the "Contractor"), a Michigan municipal corporation, through its department, Kent County Community Action, whose address is 121 Franklin, SE, Suite 110, Grand Rapids, Michigan 49507. This Agreement is effective July 1, 2018.

#### Recitals

1. To ensure compliance with federal regulations and to successfully administer the CDBG federal grant program, the City desires to enter into an agreement with the Contractor to perform monitoring services of the City's Community Development Block Grant Program's (CDBG) subrecipient contracts.
2. The City does not have adequate personnel to perform monitoring of the agencies that are CDBG subrecipients as required by federal regulations.
3. The Contractor has personnel who are trained and qualified to perform the monitoring services on behalf of the City, and the Contractor is willing to provide such services to the City.

Now therefore, for good and valuable consideration referred to in this Agreement, the sufficiency of which is acknowledged hereto, the parties agree as under.

#### **Section 1: Monitoring Services**

- A. Subject to the terms of this Agreement, the City hereby retains the services of the Contractor to perform monitoring of the City's FY 2018-2019 CDBG Program subrecipients **Family Promise of Grand Rapids** and **The Salvation Army Social Services**. The monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for ensuring subrecipients' compliance with all CDBG program requirements.

#### **Section 2: Duties of the Contractor**

- A. The Contractor will perform on-site monitoring of the City's CDBG Program subrecipients once during the term of the Agreement. The monitoring of the common

subrecipient agencies of the City and the Contractor would be performed concurrently and in a manner which is consistent with HUD's monitoring requirements.

- B. The Contractor shall maintain complete records of the monitoring services performed pursuant to this Agreement. Such records shall include reports of inspections, monitoring review checklists, related correspondence, correction notices and approvals. The Contractor shall provide to the City within (60) days of the monitoring visit, information such as national objective, eligibility, files sampled, scheduled on-site inspection date, completed date, and monitoring results, including correction notices.
- C. The Contractor will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The Contractor will provide all records and reports to the City, upon request, to satisfy HUD's audit of monitoring visits made to the subrecipient agencies.
- E. The Contractor is required to compare the amounts reported on the subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City's accounting records to ensure accuracy in reporting the correct amounts of expended federal awards.

### **Section 3: Duties of the City**

- A. The City shall provide the Contractor with all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, eligibility determination, awards, contracts, invoices, payments, quarterly and annual reports, draw records and communications. Such information shall be provided to the Contractor no later than April 1, 2019.
- B. The City will provide the Contractor with access to the City of Wyoming's Five-Year Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
- C. The City shall be responsible for enforcement of any corrective actions with regards to any findings or concerns identified by the Contractor relating to subrecipient agencies as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipient agencies as a result of the Contractor's monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the Contractor's monitoring activity.
- F. The City will remain the entity responsible for compliance as it pertains to the eligibility of the activities and how the activities are carried out.

- G. The City shall provide any follow-up technical assistance as may be necessary to the subrecipient agencies.
- H. Any questions relating to monitoring of the subrecipient agencies will be resolved between the City and the Contractor by contacting the City's HUD CPD representative for technical assistance.

#### **Section 4: Motor Vehicle**

- A. The Contractor shall utilize its own motor vehicle for the subrecipient site visits in carrying out the duties pursuant to this Agreement. The Contractor shall be responsible for all expenses associated with the operation of the motor vehicle, including gasoline, maintenance, repairs, insurance, and all incidental costs. The motor vehicle should be identifiable as representing the Contractor.

#### **Section 5: Compensation**

- A. The City shall pay the Contractor an amount not to exceed One Thousand Seven Hundred Fifty and no/100 dollars (\$1,750.00) which is inclusive of employee's hourly wage and benefits, cost allocation, and cost of motor vehicle use, for the monitoring services provided under this Agreement. The Contractor shall not be entitled to any additional payment of any kind in the provision of these services, except as provided for in this paragraph.
- B. The Contractor shall invoice the City for services rendered after completion of all monitoring services under this Agreement, no later than July 18, 2019. Subsequently, the City shall reimburse the Contractor within thirty (30) days of submission of invoices.

#### **Section 7: Contract**

- A. In the performance of all duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the Contractor, its officers and employees are and shall at all times be acting and performing services as a Contractor with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the Contractor's personnel perform the monitoring services under this Agreement, except that the Contractor agrees at all times to comply completely and fully with the provisions of this Agreement and the applicable federal laws and regulations.
- C. The City may perform or cause to be performed random quality assurance actions related to the monitoring services provided by the Contractor.

**Section 8: Insurance and Indemnification**

- A. City and Contractor shall at all times secure and maintain in force comprehensive general liability insurance. This insurance shall be written in a comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the Contractor under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the City shall indemnify the Contractor, to the full extent permitted by law, from and against claims arising out of the Contractor's provision of monitoring services pursuant to this Agreement except for claims caused by the Contractor's gross negligence or intentional acts.

The liability limits shall not be less than:

Bodily Injury:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.
Property Damage:	\$1,000,000.00 each occurrence; \$2,000,000.00 aggregate.

The City and Contractor shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim, and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

**Section 9: Term**

- A. The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2019. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

**Section 10: Termination by Notice**

- A. This Agreement may be terminated by the City or Contractor, without cause or reason, at any time, upon thirty (30) business days' written notice to the other party. In the event of termination, the City shall pay to the Contractor any and all amounts due for work performed under the Agreement to the date of termination.

**Section 11: Effect of Termination**

- A. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, the City and Contractor shall be obligated to

cooperate with each other whenever any claim is filed against either of them with respect to the monitoring services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

### **Section 12: Conflict of Interest**

- A. The Contractor covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions of this Contract fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. The Contractor shall establish safeguards to prohibit employees 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 who they have family, business or other ties.

### **Section 13: Miscellaneous**

- A. This Agreement shall be non-assignable.
- B. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns, and successors.
- C. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated above or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by both parties and in conformance with applicable laws and regulations pertaining to its use.
- D. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective community.
- E. Freedom of information requests related to the services provided under this Agreement shall be processed according to rules governing such requests. Parties to this agreement shall promptly notify one another of such requests.
- F. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
- G. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

- H. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.
- I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.
- J. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

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

**CITY OF WYOMING**

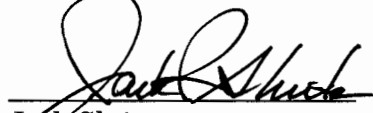
By: \_\_\_\_\_  
Jack Poll, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date: \_\_\_\_\_

Approved as to form

  
\_\_\_\_\_  
Jack Sluiter  
Attorney, City of Wyoming

**COUNTY OF KENT**

By: \_\_\_\_\_  
James Saalfeld, Chair  
Board of Commissioners

Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Sangeeta Ghosh  
Assistant Corporate Counsel

Attest

\_\_\_\_\_  
Lisa Posthumus Lyons  
Kent County Clerk

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to The Salvation Army Social Service of Kent County to provide low-income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.
4. In its 2018-2019 budget, the City of Wyoming has approved funding The Salvation Army Social Services of Kent County in an amount not to exceed \$15,000.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried:     Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 30, 2018

Subject: The Salvation Army Social Services of Kent County 2018-2019 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Oliver, Executive Director - The Salvation Army Social Services

Meeting Date: June 4, 2018

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### RECOMMENDATION:

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

### SUSTAINABILITY CRITERIA:

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

Social Equity – The City has identified as a high priority in the 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing. Providing funding for short-term rental assistance to Wyoming families pending eviction helps to address these priorities.

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

#### QUALITY SERVICE:

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments

#### DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2018-2019, which identifies these needs as a high priority, and approved \$15,000 in the 2018-2019 budget to support The Salvation Army Social Services of Kent County.

#### BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the City and The Salvation Army Social Services of Kent County for these purposes. Council has approved funding in the 2018-2019 CDBG budget, not to exceed \$15,000, for this purpose.

#### ATTACHMENTS:

Resolution  
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING  
AND  
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY  
JULY 1, 2018 THROUGH JUNE 30, 2019**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, effective from July 1, 2018 through June 30, 2019 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28<sup>th</sup> Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Salvation Army Social Services of Kent County**, a Not-for-Profit Corporation, located at 1215 E. Fulton Street, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

**WITNESSETH THAT:**

**WHEREAS**, the City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

**WHEREAS**, the City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing; and

**WHEREAS**, the City desires to provide funding to the Subrecipient to provide homeless prevention assistance for low-income families living in the city of Wyoming to allow households to remain in their rental unit and maintain housing stability;

**NOW, THEREFORE**, the City and the Subrecipient do mutually agree as follows:

1. Project Objective.

The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide low-income families residing in the city of Wyoming at risk of housing loss through a pending eviction with short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low-income Wyoming families pending eviction, including eviction from emergency shelter hotel stay, with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) 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 FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00).

- b. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- c. The Subrecipient will invoice and collect from the City a maximum total of FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00) to be used to reimburse the Subrecipient the cost of providing short-term rental assistance, including rental assistance for emergency shelter in hotels, to low-income Wyoming families pending eviction.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2018, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2019, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00) in accordance with the following schedule:
  - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
  - 2) Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 18, 2019.
  - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.
  - 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2019 by July 18, 2019 shall result in loss of funding for said expenses.

- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00)

5. Financial Transparency.

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

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 29.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

- a. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
- b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

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

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such

modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
  - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
  - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
  - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
  - 1) In the event this Contract is terminated:
    - a) 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 the Contract, shall become the property of the City; and
    - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
  - 2) It is agreed that nothing contained herein shall:

- a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
  - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
- 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. **Financial Records and Reports.** The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- b. **Administrative Practices and Policies.** The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. **Equal Opportunity Employment.** The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. **Community Development Program Reports.** The Subrecipient shall 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; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 18, 2019.
- e. **Annual Performance Report.** This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be

required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

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

Subrecipient Name – The Salvation Army Social Services of Kent County

Subrecipient's Unique Entity Identifier – DUNS 12562-4804

City Federal Award Identification Number – B18MC260020

City Federal Award Date – July 1, 2018

Subaward Period of Performance Start & End Date – July 1, 2018-June 30, 2019

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$15,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$15,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$15,000.00

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

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

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

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

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

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

12. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.
- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
  - 1) Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
  - 2) Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
  - 3) Allow the City or its designated representatives to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 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 the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

15. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof 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.”

16. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient shall establish safeguards to prohibit employees 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 and Transfer of Interest; Subcontracting.

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the 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 Congress of the United States, the Michigan State Legislature or the City.

19. Save Harmless Clause.

The Subrecipient shall indemnify and save harmless the City, its officers, agents and employees against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. Any insurance coverage specified herein and in any special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Debarred or Ineligible Contractors.

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.

Subrecipients should check all contractors, subcontracts, 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>.

Subrecipients shall confirm and document rental housing as registered certified for occupancy by the City of Wyoming. Property compliance can be confirmed by visiting <http://www.wyomingmi.gov/Building/building.asp> (Permit and Complaint Lookup).

21. Federal Uniform Administrative Requirements.

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The 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 24CFR570, “Other Program Requirements”, except that the Subrecipient does not assume the City’s environmental responsibilities or the responsibility for initiating the environmental review process.

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

Subpart J of 24CFR570.502, “Applicability of Uniform Administrative Requirements.”

22. Insurance.

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

- a. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage 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

- b. Business Auto Liability – Liability to include 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

- c. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

- e. The following language shall be included on the Certificate of Liability Insurance: “It is also understood and agreed that the following shall be Additional Insured’s on all insurance policies, with the exception of worker’s compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”
- f. All insurance providers shall be “A” rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))

23. Civil Rights.

- a. The Subrecipient agrees that it will not illegally discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient’s commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient’s noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

24. Compliance with the Law.

In performing the Services and Activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis–Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

25. Severability of Provisions.

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this

Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

26. Waiver.

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material.

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

28. City Department or Office.

It is agreed by the parties hereto that the City's Community Development Office shall be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election.

Either party may, upon sixty (60) days written notice to the Contractor, terminate this Contract and all of the City's obligations hereunder, including any obligations to provide financial assistance. The City may exercise its rights pursuant to this provision regardless of whether the Subrecipient is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Subrecipient, the City shall not be obligated to supply financial assistance over the proceeding months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, shall be determined by totaling the City's contribution from the inception of the Contract until the time notice is provided and dividing the amount of monies expended over such period by the number of funded months (or any fraction thereof). The City shall also compensate the Subrecipient for any required expenses in excess of the average monthly payment in an amount not to exceed the total amount of this Contract as specified in Section 4 hereof.

**IN WITNESS WHEREOF**, the City and the Subrecipient have executed this Contract as of the date first above written.

Witness:

**CITY OF WYOMING,**  
a Michigan municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Jack A. Poll, Mayor Date

\_\_\_\_\_

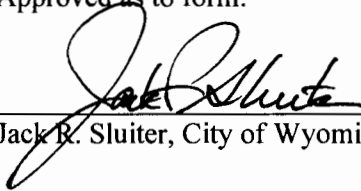
By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk Date

**THE SALVATION ARMY OF KENT COUNTY,**  
a not-for-profit corporation

\_\_\_\_\_

By: \_\_\_\_\_  
The Salvation Army Central Territory Date

Approved as to form:

  
\_\_\_\_\_  
Jack R. Sluiter, City of Wyoming

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to Family Promise of Grand Rapids to provide Re-Housing Financial Assistance for low-income families moving out of homelessness and into stabilized housing with short-term rental assistance, and Re-Housing Stabilization Services for low-income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.
4. In its 2018-2019 budget, the City of Wyoming has approved funding Family Promise of Grand Rapids in the amount of \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried:       Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 30, 2018

Subject: Family Promise of Grand Rapids 2018-2019 Contract

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: June 4, 2018

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### RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with Family Promise of Grand Rapids related to Community Development Block Grant (CDBG) funding for Re-Housing Financial Assistance and Re-Housing Stabilization Assistance, as a means to prevent homelessness and provide decent affordable housing.

### SUSTAINABILITY CRITERIA:

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

Social Equity – The City has identified as a high priority in the 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing. Providing funding for short-term rental assistance to Wyoming families moving out of homelessness and into stabilized housing helps to address these priorities.

Economic Strength – Family Promise of Grand Rapids shall use CDBG funds allocated by the City for the cost of providing approximately twenty (20) low-income Wyoming families with Re-Housing Financial Assistance and twenty (20) low-income Wyoming families with Re-Housing Stabilization Services.

#### QUALITY SERVICE:

Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments.

#### DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2018-2019, which identifies these needs as a high priority, and approved in the 2018-2019 budget \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services to support Family Promise of Grand Rapids.

#### BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between Family Promise of Grand Rapids for these purposes, and the City Council has approved funding in the 2018-2019 CDBG budget.

#### ATTACHMENTS:

Resolution  
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING  
AND  
FAMILY PROMISE OF GRAND RAPIDS  
JULY 1, 2018 THROUGH JUNE 30, 2019**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, effective from July 1, 2018 through June 30, 2019 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28<sup>th</sup> Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **Family Promise of Grand Rapids**, a Not-for-Profit Corporation, located at 516 Cherry Street, SE, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

**WITNESSETH THAT:**

**WHEREAS**, the City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

**WHEREAS**, the City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing; and

**WHEREAS**, the City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low-income Wyoming families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low-income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency;

**NOW, THEREFORE**, the City and the Subrecipient do mutually agree as follows:

1. Project Objective.

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

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

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. Re-Housing Financial Assistance: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately twenty (20) low-income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) 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 THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00).
- b. Re-Housing Stabilization Services: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately twenty (20) low-income Wyoming families with support services to help maintain permanent housing and build assets to support self-sufficiency. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for these services for up to nine months, with the total amount expended not to exceed TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00).
- c. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- d. The Subrecipient will invoice separately and collect from the City a maximum total of THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and a maximum total of TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services.
- e. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2018, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2019, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services, in accordance with the following schedule:

- 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
  - 2) Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 18, 2019.
  - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.
  - 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2019 by July 18, 2019 shall result in loss of funding for said expenses.
- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00) for Re-Housing Financial Assistance and TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) for Re-Housing Stabilization Services.

5. Financial Transparency.

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

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 29.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

- a. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.
- b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

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

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
  - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
  - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
  - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract,

the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.

- 1) In the event this Contract is terminated:
  - a) 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 the Contract, shall become the property of the City; and
  - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
- 2) It is agreed that nothing contained herein shall:
  - a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
  - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
- 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies

include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall 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; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 18, 2019.
- e. Annual Performance Report. This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Family Promise of Grand Rapids

Subrecipient’s Unique Entity Identifier – DUNS 965232981

City Federal Award Identification Number – B18MC260020

City Federal Award Date – July 1, 2018

Subaward Period of Performance Start & End Date – July 1, 2018 - June 30, 2019

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

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

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Federal Award Project Description –

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

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

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

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

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

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

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

12. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.

- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
  - 1) Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
  - 2) Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
  - 3) Allow the City or its designated representatives to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 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 the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

15. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof 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.”

16. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient shall establish safeguards to prohibit employees 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 and Transfer of Interest; Subcontracting.

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the 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 Congress of the United States, the Michigan State Legislature or the City.

19. Save Harmless Clause.

The Subrecipient shall indemnify and save harmless the City, its officers, agents and employees against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. Any insurance coverage specified herein and in any special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any

additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Debarred or Ineligible Contractors.

The Subrecipient agrees to abide by the provisions of 24 CFR Part 24, which include but are limited to the following:

HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.

Subrecipients should check all contractors, subcontracts, 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>.

Subrecipients shall confirm and document rental housing as registered certified for occupancy by the City of Wyoming. Property compliance can be confirmed by visiting <http://www.wyomingmi.gov/Building/building.asp> (Permit and Complaint Lookup).

21. Federal Uniform Administrative Requirements.

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The 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 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

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

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

22. Insurance.

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

- a. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual

liability. Coverage provided shall be primary and non-contributory to any coverage 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

- b. Business Auto Liability – Liability to include 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

- c. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

- e. The following language shall be included on the Certificate of Liability Insurance: “It is also understood and agreed that the following shall be Additional Insured’s on all insurance policies, with the exception of worker’s compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”
- f. All insurance providers shall be “A” rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))

23. Civil Rights.

- a. The Subrecipient agrees that it will not illegally discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

24. Compliance with the Law.

In performing the Services and Activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis-Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

25. Severability of Provisions.

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

26. Waiver.

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material.

All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.



**FAMILY PROMISE OF GRAND RAPIDS,**  
a not-for-profit corporation

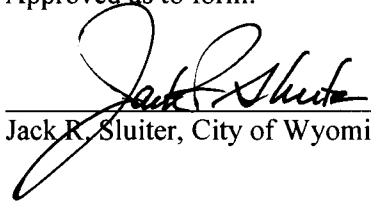
\_\_\_\_\_

By: \_\_\_\_\_  
Cheryl Schuch, Executive Director      Date  
Family Promise of Grand Rapids

\_\_\_\_\_

By: \_\_\_\_\_  
Wayne Randall, Board Chair      Date  
Family Promise of Grand Rapids

Approved as to form:

  
\_\_\_\_\_  
Jack R. Sluiter, City of Wyoming

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
AN AGREEMENT BETWEEN THE CITY OF WYOMING AND THE HISPANIC CENTER  
OF WESTERN MICHIGAN

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the goal of increased access to jobs, education and support services appropriate for low and moderate-income persons for whom English is a second language.
2. The City desires to provide funding to The Hispanic Center of Western Michigan to support its Youth Employment Initiative Program to benefit low and moderate-income youth, for the purpose of providing a suitable living environment.
3. In its 2018-2019 budget, the City of Wyoming has approved funding The Hispanic Center of Western Michigan in an amount not to exceed \$15,000.00.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried:     Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Agreement

## STAFF REPORT

Date: May 30, 2018

Subject: The Hispanic Center of Western Michigan's 2018-2019 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Roberto Torres, Executive Director of The Hispanic Center of Western Michigan

Meeting Date: June 4, 2018

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### RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with The Hispanic Center of Western Michigan related to Community Development Block Grant (CDBG) funding to support its Youth Employment Initiative Program to benefit low and moderate-income youth with increased access to jobs, education and support services appropriate for persons for whom English is a second language.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The Hispanic Center of Western Michigan has made available a Youth Employment Initiative Program for youth to strengthen their skills in accessing jobs, education and support services. Many of their youth are low and moderate-income for which English is a second language. The City desires to provide funding to The Hispanic Center of Western Michigan for the purpose of supporting this program.

Social Equity – The City has identified as a high priority in the 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the goal of increased access to jobs, education and support services appropriate for low and moderate-income persons for whom English is a second language. Providing funding for this Youth Employment Initiative Program helps to address this priority.

Economic Strength – The Hispanic Center of Western Michigan shall use CDBG funds allocated by the City for the cost of providing not less than seven (7) low and moderate-income youth with the benefit of participating in the Youth Employment Initiative Program. The teaching of employable skills helps to foster economic strength.

### DISCUSSION:

The Wyoming City Council approved the CDBG Action Plan 2018-2019, which identifies this need as a high priority, and approved \$15,000.00 in the 2018-2019 budget to

support The Hispanic Center of Western Michigan.

**BUDGET IMPACT:**

Per HUD regulation, a subrecipient agreement is required between the City and The Hispanic Center of Western Michigan for this purpose. The City Council has approved funding in the 2018-2019 CDBG budget, not to exceed \$15,000.00, for this purpose.

**ATTACHMENTS:**

Resolution  
Agreement

**CONTRACT BETWEEN  
THE CITY OF WYOMING  
AND  
THE HISPANIC CENTER OF WESTERN MICHIGAN  
JULY 1, 2018 THROUGH JUNE 30, 2019**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, effective from July 1, 2018 through June 30, 2019 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28<sup>th</sup> Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Hispanic Center of Western Michigan**, a Not-for-Profit Corporation, located at 1204 Grandville Avenue SW, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

**WITNESSETH THAT:**

**WHEREAS**, the City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the goal of increased access to jobs, education and support services appropriate for persons for whom English is a second language; and

**WHEREAS**, the City desires to provide funding to the Subrecipient to support its Youth Employment Initiative Program to benefit low and moderate-income youth, for the purpose of providing a suitable living environment.

**NOW, THEREFORE**, the City and the Subrecipient do mutually agree as follows:

1. Project Objective.

The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide low and moderate-income youth access to the Youth Employment Initiative Program, for the purpose of providing increased access to jobs, education and support services appropriate for persons for whom English is a second language, administered by the Subrecipient.

2. Scope of Services.

In order to accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing not less than seven (7) low and moderate-income youth with the benefit of participating in a Youth Employment Initiative Program, administered by the Subrecipient. The total amount expended must not exceed FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00).

- b. The Subrecipient shall determine eligible students to be at or below 80% of the Area Median Income. Verification of eligibility for the program is based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities.
- c. The Subrecipient will invoice and collect from the City a maximum total of FIFTEEN THOUSAND and NO/100 DOLLARS (\$15,000.00) to be used to reimburse the Subrecipient the cost of providing low and moderate-income youth access to the Youth Employment Initiative Program.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance. A formula for payment shall be mutually agreed upon by the City and Subrecipient which shall allow for reimbursement of direct expenses in providing its Youth Employment Initiative Program for the unduplicated youth. An example of a formula is:

Calculate actual direct cost of providing the Youth Employment Initiative Program per hour per youth for the period. City of Wyoming billing shall then be:

Number of hours eligible youth participated in program (as documented on attendance records) times the direct cost calculated per hour.

3. Time of Performance.

- a. On July 1, 2018, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2019, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient up to the amount of FIFTEEN THOUSAND and NO/100 DOLLARS (\$15,000.00) in accordance with the following schedule:
  - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
  - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 18, 2019.
  - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.

4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2019 by July 18, 2019 shall result in loss of funding for said expenses.

b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of FIFTEEN THOUSAND and NO/100 DOLLARS (\$15,000.00).

5. Financial Transparency.

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

6. Continued Funding.

The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 28.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

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

b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

Donations and fees which are received by the Subrecipient in connection with provision of services under this Contract shall be included in its financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees. For the purposes of receiving Community Development Block Grant funds, it is affirmed that any

payments for youth to enroll in Youth Employment Initiatives Program should not be considered program income.

9. Contract Modifications.

The City, from time to time, may expand, diminish or otherwise modify the project objective, scope of services, or any other contract provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 and 2 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

10. The Subrecipient's Failure of Performance.

a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.

- 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
- 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
- 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.

b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.

- 1) In the event this Contract is terminated:
  - a) 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 the Contract, shall become the property of the City; and

- b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
- 2) It is agreed that nothing contained herein shall:
  - a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
  - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
- 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each student served which include name, address, income eligibility, sex, race, and handicap status. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 18, 2019.

- e. Annual Performance Report. This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Hispanic Center of Western Michigan

Subrecipient's Unique Entity Identifier – DUNS 112832928

City Federal Award Identification Number – B18MC260020

City Federal Award Date – July 1, 2018

Subaward Period of Performance Start & End Date – July 1, 2018-June 30, 2019

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$15,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$15,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$15,000.00

Federal Award Project Description – The Hispanic Center of Western Michigan Youth Employment Initiative Program: Low/moderate income youth have the benefit of participating in The Hispanic Center of Western Michigan Youth Employment Initiative Program, for the purpose of providing increased access to jobs, education and support services appropriate for persons for whom English is a second language.

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; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 530-7266.

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.

12. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City, including the regulations found at 2 CFR Part 200 entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.
- b. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
- c. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by the Subrecipient until all litigation, claims or audit findings involving the records have been resolved.

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
  - 1) Make available to the City or its designated representative 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 the City or its designated representative 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 the City or its designated representative to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit report meeting the requirements of the regulations found

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

- c. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient’s Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representative to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

15. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof 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.”

16. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient shall establish safeguards to prohibit employees 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 and Transfer of Interest; Subcontracting.

The Subrecipient shall not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or portion hereof pursuant to this Contract without the prior written consent of the City; provided, however, that claims for money due or to become due the Subrecipient from the City pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Subrecipient shall promptly notify the 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 Congress of the United States, the Michigan State Legislature or the City.

19. Save Harmless Clause.

The Subrecipient shall indemnify and save harmless the City, its officers, agents and employees against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City from any and all claims, demands, suits, liabilities and/or payments, actions, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection with this Contract, including the operations of subcontractors, and the acts or omissions of employees or agents of the Subrecipient or its subcontractors. Any insurance coverage specified herein and in any special conditions constitutes the minimum requirements, and said requirements shall in no way lessen or limit the liability of the Subrecipient under the terms and conditions of this Contract. The Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Federal Uniform Administrative Requirements.

This section lists certain administrative standards required by the federal government, as City expenditures for these contracted services are funded through the City's Community Development Block Grant program using Department of Housing and Urban Development (HUD) funds. The 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 24CFR570, "Other Program Requirements", except that the Subrecipient does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.

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

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

21. Insurance.

The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work

performed by the Subrecipient in accordance with this Agreement:

- a. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual liability. Coverage provided shall be primary and non-contributory to any coverage 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

- b. Business Auto Liability – Liability to include 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

- c. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Subrecipient or any of its subcontractors. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of three (3) years after the date of final payment hereunder. Such coverage shall be endorsed to include any subcontractors hired by the Subrecipient.

Minimum Limits:

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

- e. The following language shall be included on the Certificate of Liability Insurance: “It is also understood and agreed that the following shall be Additional Insured’s on all insurance policies, with the exception of worker’s compensation: The City of Wyoming, and including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.”
- f. All insurance providers shall be “A” rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com))

22. Civil Rights.

- a. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed,

color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

23. Compliance with the Law.

In performing the Services and Activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including but not limited to the following: the Architectural Barrier Act of 1968, as amended, 42 USC § 4151 *et seq.*; the Barrier Free Design Act, 1966 PA 1, as amended, MCL 125.1351 *et seq.*; the Davis-Bacon Act, as amended, 40 USC § 3141 *et seq.*; the Copeland Anti-Kickback Act, as amended, 18 USC § 874, 40 USC § 3145, and as supplemented by 29 CFR Part 3; and the Federal Fair Labor Standards Act of 1938, as amended, 29 USC § 201 *et seq.*

24. Severability of Provisions.

If any clauses, sections, provisions or parts of this Contract are held invalid, or if any portion of any clause, section, provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder of this Contract would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in this Contract, all notices, duties or rights of the City shall be exercised by and through this Contract as specified herein.

25. Waiver.

The failure of the City to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor of the City's right of action for the breach of that term.

26. Disclosure of Confidential Material.



**THE HISPANIC CENTER OF WESTERN  
MICHIGAN,**  
a not-for-profit corporation

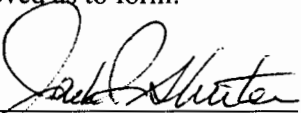
\_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
Cesar Gonzalez  
Board Chair

\_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
Trinity Clemens  
Director of Programs

Approved as to form:

  
\_\_\_\_\_  
Jack R. Sluiter, City of Wyoming

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A  
DONATION OF FUNDS FROM THE WYOMING SENIOR FELLOWSHIP CLUB, INC.  
AND TO AUTHORIZE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The Wyoming Senior Fellowship Club (WSFC) is a nonprofit affiliate of the City of Wyoming chartered to support the City's Wyoming Senior Center (WSC), located at 2380 DeHoop Avenue SW, Wyoming, Michigan.
2. The WSFC desires to replace the standard toilets at the WSC with taller toilets allowing for ease of sitting for older adults. These toilets may be purchased at a value of \$1,950.
3. The WSFC has agreed to donate funds to the City for its purchase.
4. This purchase was not planned in the City's WSC budget and as such the creation of an increase in the Repairs and Maintenance account 208-752-75800-930.000 must be authorized by the City Council and the FY 2018 budget amended.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the donation of \$1,950 from the Wyoming Senior Fellowship Club.
2. The City Council does hereby authorize the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

ATTACHMENTS:  
Budget Amendment  
WSFC Correspondence

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_



April 12, 2018

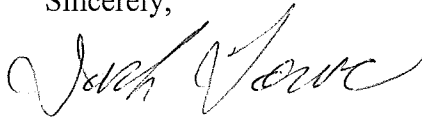
Rebecca Rynbrandt, Director of Community Services  
City of Wyoming  
1155 – 28<sup>th</sup> St SW  
Wyoming, MI 49509

Dear Rebecca:

I am pleased to inform you that the Wyoming Senior Fellowship Club Activity and Finance Committees have voted in the affirmative to approve the recommendation of financial support up to \$1950.00 for the proposed toilet replacement at the Wyoming Senior Center, 2380 DeHoop SW.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jack Lowe".

Jack Lowe, President  
Wyoming Senior Fellowship Club

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ACCEPT A PROPOSAL  
FOR PROFESSIONAL SERVICES WITH P.M. BLOUGH, INC.

WHEREAS:

1. On February 6, 2017, the Wyoming City Council authorized the City Manager to accept a proposal for professional services with P.M. Blough, Inc. (PMB), in the total amount of \$68,150 to engage the architectural firm to proceed with the necessary surveys, and related documents to obtain permits and the creation of construction and bid documents for the Ideal Park Redevelopment Project.
2. The Ideal Park Redevelopment Project is funded by a State of Michigan Natural Resources Trust Fund Grant; the expenses have been approved by the State and must be tracked in detail to obtain reimbursement.
3. In order to be timely in meeting the defined NRTF grant project timeline of project completion by July 31, 2019, it is recommended that we move forward with the planned final approval of project management services with PMB.
4. As outlined in the attached proposal, these professional services include additional services related to construction document preparation and also encompass the next stages of obtaining project approval from the Michigan Department of Natural Resources (MDNR), awarding the project for construction per MDNR regulations, and finalizing all remaining professional service needs through the conclusion of the project.
5. The cost for these additional services is \$34,630. Funds are available in the Ideal Park Capital Improvement account 208-752-75600-975.141.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council authorizes the City Manager to accept the proposal for professional services with P.M. Blough, Inc., in the total amount of \$34,630.

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 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposal

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 29, 2018

Subject: Acceptance of Proposal for Additional Professional Services in Connection with Phase One of the Ideal Park Development Project and Natural Resources Trust Fund Grant

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 4, 2018

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**RECOMMENDATION:** To authorize the City Manager to accept a proposal for professional services with P.M. Blough, Inc. (PMB) for additional services related to construction document preparation (\$5,450) and project management (\$29,180) in the amount of \$34,630; and to authorize the associated budget amendment.

### **SUSTAINABILITY CRITERIA:**

**Environmental Quality** – Ideal Park is a historical park, whose facilities were primarily built between 1933 and 1938. On July 6, 2014 a tornado destroyed the character of Ideal Park by damaging the shelter and lodge, and destroying the playgrounds and 98% of the tree canopy throughout the park. Poor turf conditions, and the need to renovate the basketball and tennis courts in addition to significant maintenance required of the parking lot, present an opportunity for full park redevelopment. Subsequently, the City Council approved a master development plan for Ideal Park (Resolution #25036).

**Economic Strength** – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

**Social Equity** – The City's Parks and Recreation Department is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming. Ideal Park is located within a dense residential neighborhood and is the only park located within the city south of 54<sup>th</sup> street. The redevelopment and improvement of Ideal Park increases our ability to equitably provide for recreation and leisure services to a region of our community.

**Quality Service Impact** – As we serve to create an attractive, comfortable, engaged community, this project improves the appearance and safety of Ideal Park.

## DISCUSSION:

### How we arrived to today

Following a competitive bid process (10 bids returned, 4 interviews completed, resulting in one selection) the City approved Resolution # 24954 to engage PMB, a professional Landscape Architectural and Architectural firm, to develop a master plan for redevelopment of Ideal Park (also reference Purchase Order 2015-00000355).

Subsequently, the City Council approved a master development plan for Ideal Park (Resolution #25036), and PMB (Purchase Order #2016-00000391) was engaged to assist staff in the preparation a Michigan Natural Resources Trust Fund Grant application (Resolution #25376).

Upon the notification of the award, but prior to the city receiving the project agreement, the Michigan Department of Natural Resources stated (excerpts):

There are several things you can and should do now so you can begin your project as soon as a Project Agreement is executed:

1. Execution of your project agreement will require a detailed legal description and clear boundary map of the project area, which is the park area to be developed and committed to public outdoor recreation use in perpetuity. You should begin to develop these items now so that you have them available at the time the project agreement is offered to you for signature.

And

3. You should secure all state and local permits needed to complete the project.

To this end, the City Council authorized, on February 6, 2017, the City Manager to accept a proposal by PMB for those expenses encompassing the needs listed previously as authorized by the State of Michigan to be contracted for at that time. This was in the amount of \$68,145.

Subsequently, on November 20, 2017, the Wyoming City Council authorized the City Manager to accept a proposal for professional services with Fishbeck, Thompson, Carr and Huber, Inc. (FTCH), in the amount of \$27,300 to prepare architectural plans for the Ideal Park Restroom project, and also approve a professional services proposal with P.M. Blough, Inc. (PMB), in the total amount of \$9,500 to design the access deck, ramps and other elevated structures connecting to the restroom so as to best integrate the restroom within the overall development area, while meeting the requirement to keep expenses for this work separate from the NRTF grant.

Additional Services for Construction Documents (Please see attached PMB letter dated May 29, 2018)

As we have worked with PMB and her team, incorporating the related project of the Ideal Park Restroom (reference Fishbeck, Thompson, Carr and Humber, City Council approval August 21, 2017),

completing additional needs in order to secure MDEQ permits, as well as vet and align the NRTF project grant, the Restroom project, and the City of Wyoming’s Public Works/Engineering Buck Creek Stabilization project, PMB has earned an additional \$5,450 not currently included in approved agreements.

Project Management Services

Construction documents are nearing completion. We are waiting upon the MDEQ required HEC RAZ study to be completed which will inform the final construction drawings and bid documents and MDEQ application. In order to be timely in meeting the defined NRTF grant project timeline of project completion by July 31, 2019, it is recommended that we move forward with the planned final approval of project management services with PMB.

As outlined in the attached letter (page 2, II. Project Management), these services encompass the next stages of obtaining project approval from the MDNR (following bidding), awarding the project for construction per MDNR regulations, and finalizing all remaining professional service needs through the conclusion of the project.

**Budget Impact:**

Funding for these services, their related reimbursable expenses is included in the grant budget submitted to the State of Michigan as approved by City Council or as otherwise authorized for use in the Ideal Park Capital Improvement account 208-752-75600-975.141.

Ideal Park MDNR NRTF Project		
ENCUMBRANCES	Authorized Project Construction Budget	Authorized Project Professional Services Budget
	\$702,900	\$106,400
PMB 2017-00000531 Construction Documents		(\$68,150)
Materials Testing Consultants 2018-00000718		(\$3,593)
PMB Additional Construction & Project Management (Proposed)		(\$34,630)
Total Remaining	\$702,900	\$27

Ideal Park Restroom Project		
ENCUMBRANCES	Project Construction Budget	Project Professional Services Budget
	TBD	\$36,800
FTCH 2018-00000220		(\$27,300)
PMB 2018-00000339		(\$9,500)
Total Remaining	TBD	\$0

###

May 16, 2018

Ms. Rebecca Rynbrandt  
Director of Community Services  
City of Wyoming  
1155 - 28th Street SW  
PO Box 905  
Wyoming, MI 49509-0905

**RE: Ideal Park-Phase I – Additional Services**

Dear Ms. Rynbrandt,

We are providing this proposal for the continued development of the Ideal Park Phase I project. We have completed the initial design of the project and are finalizing the Construction Documents for bidding. These additional services will complete the Construction Documents and permits, and provide for the future Project Management through Grant Administration, Bidding and Contract Signing, and Construction Administration.

**I. Additional Services for Construction Documents**

These services are in addition to those in the original Agreement for Construction Documents. These services are a result of items directly requested by the City as well as additional information that has been required from the MDEQ regarding the Joint Permit. Additional services are as follows:

1. Select additional site products and incorporate items, drinking water fountain, hydrant(s) and outlets into layout with consideration of client comments into the Phase 1 plans currently under development. Provide water and sanitary utilities for drinking fountain and water hydrant(s).
2. Provide additional electrical service, outlets and fixtures to the pavilion. Coordinate these utilities with the restroom civil engineer.
3. Coordinate and provide additional topographic surveying needed for the HEC Study as part of the MDEQ permit process. Survey includes additional profile information along the creek and at the bridges as specifically requested and required by the MDEQ as part of the review process.
4. Additional coordination with the new on-site Buck Creek Restoration Project. Attend joint meeting of all parties involved by Landscape Architect and Civil Engineer. Incorporation of project into the drawings and bid documents as appropriate.

## **II. Project Management**

These services are new services for the completion of the project during the construction of the project at Ideal Park. They will include services through the bidding of the project, assistance with coordinating with the MDNR concerning the grant administration requirements throughout the project completion, as well as the on-site construction of the project. We have broken out the services more specifically below:

### **A. Project Management -Grant Administration**

1. Assist in the submittal of sealed bid documents, costs, and Prime Professional forms for final review by MDNR prior to bidding.
2. Provide Notice of Contractor Selection and Award to the MDNR.
3. Assist City in preparing and signing the required MDNR Reimbursement Requests for financial reimbursement from the MDNR.
4. Assist the City in final grant closeout Certification Checklist form and electronic uploading.

### **B. Project Management-Bidding and Contract Signing Assistance**

1. Assist City with the Bidding of the project including answering of bidder questions, preparation of any required addenda, and review of the bids. Prepare a memo of recommendation, if requested.
2. Assist City with the contract signing process including securing of insurance certificates, bonds, and contractor signatures.

### **C. Project Management-Construction Administration**

1. Schedule and facilitate a Pre-Construction meeting for the project. Prepare and distribute the agenda and the meeting summary to all participants and appropriate agencies.
2. Receive shop drawings and submittals from the Contractor. Prepare a schedule of submittals and track all submittals. Review, distribute, comment and approve submittals as appropriate.
3. Schedule, prepare agendas, attend, and prepare meeting summaries for bi-weekly on-site project meetings with the Contractor, City staff, and appropriate attendees. At the meetings review the on-site progress, answer contractor questions, review submittals, and address appropriate issues.
4. Throughout the construction process, answer contractor questions and coordinate with the City. Stop periodically to review progress. City will provide staff for specific on-site construction observation through Engineering such as materials and density testing, collecting of material tickets, on-site during paving, etc.

5. Prepare any required change orders or field orders for items that arise as part of unforeseen conditions within the project.
6. Review Contractors Application for Payment and make recommendations to the City regarding payment of the applications.
7. Review work completed for acceptance and payment by City.
8. Prepare a final punch list of items once the project is Substantially Complete. Follow up with Contractor on punch list items until they are complete.
9. Complete the final project close out for the project including collecting final waivers of lien from the contractor.

**Fees**

For the above additional Work Scope, the following not-to-exceed fees are proposed:

I.	Additional Services for Construction Documents	\$ 5,450.00
II.	Project Management	<u>\$29,180.00</u>
	Total Not-to-Exceed Fees	\$34,630.00

These fees include all time, materials, and expenses. Any fees not utilized over the course of the project will not be invoiced to the City.

We appreciate this opportunity to further serve the City of Wyoming. Please feel free to contact us with any questions that you might have in order that we can modify this proposal to best serve your intentions.

Sincerely,  
PM Blough, Inc.



Pamela Blough, PLA, FASLA  
President & Principal Landscape Architect

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO PURCHASE FUEL FROM J&H OIL CO.  
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE  
EXXON MOBIL BUSINESS FLEET AND FLEET NATIONAL ACCOUNT APPLICATION

WHEREAS:

1. As detailed in the attached staff report, the City's fueling site is schedule to be closed for replacement and upgrades.
2. J&H Oil Co. has the provided the City with an application for the Exxon Mobil Business Fleet and Fleet National Account to allow the purchase of fuel from J&H Oil Co. during the closure and for future emergency purchases.
3. Funds for the fuel are budgeted in the Motor Pool Fuel and Fuel Supplies account number 661-441-58200-741000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of fuel from J&H Oil Co.
2. The City Council does hereby authorize the City Manager to execute the Exxon Mobil Business Fleet and Fleet National Account application.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

ATTACHMENTS:

Staff Report  
Application

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

## STAFF REPORT

DATE: May 17, 2018

SUBJECT: Authorization – Secondary Fuel Source for City Vehicles and Equipment

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: June 4, 2018

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### RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign the ExxonMobil Business Account application administered by J&H Oil Co., as a secondary source for fuel when the City fueling system is unavailable.

### SUSTAINABILITY CRITERIA

#### Environmental Quality

The Public Works Department is actively involved in the protection of Michigan's natural resources and the public's health and welfare. In order to continue to protect the environment and the public, we must have access to fuel from an environmentally safe and reliable source.

#### Social Equity

Fleet Services is responsible for managing the fueling of all vehicles within the City, which provides the same high quality service to all residents without regard to income level or socio-economic status.

#### Economic Strength

It is important that the City have a secondary or emergency fuel source. The ExxonMobil Business Account program administered by J&H Oil Co. is a reliable and cost-effective fueling option close to our operating area that is available 24 hours a day.

### DISCUSSION

On or about July 2, 2018, the City fueling site will be closed down for replacement and upgrades, potentially for up to one month. During this time City vehicles will need an alternate fueling location. It is expected that as much as \$30,000.00 in fuel will be used with over 1500 fueling transactions completed during this timeframe.

Previously, when the City fueling site has had problems or upgrades, we have used the J&H Oil Co. site on Chicago Drive as an emergency fuel source. J&H Oil Co. has always met our needs and performed flawlessly. However, fuel usage and tracking was done at the station via handwritten entries and paper receipts, followed by manual data entry into the Fleet Services vehicle management system.

Given the need for a secondary fueling site and emergency fuel source, staff conducted a review of local fueling stations for relative location, compatibility with existing systems, level of service and past performance.

Based on this review, the ExxonMobil Business Account program administered by J&H Oil Co. provides the best solution to the needs of the City. Every City vehicle will be issued a fueling card that will require the driver to enter mileage and their personal PIN for security. This information will be downloaded into the Fleet Services vehicle management system and eliminate manual data entry. Additionally and once the fuel island is upgraded, the fueling cards can be used for any future emergency using the same mileage/PIN recording process.

It is recommended that the City Council authorize the City Manager to execute the application for the ExxonMobil Business Account program administered by J&H Oil Co. Fuel pricing under this program allows the City to purchase fuel less motor fuel taxes and with an additional \$.12/gallon discount for a period of one year, after which time the discount applied would be based on quantity purchased as indicated in the attached application.

#### **BUDGET IMPACT**

Sufficient funds have been budgeted in the Motor Pool Fuel and Fuel Supplies Account 661 441 58200 741.000

#### **ATTACHMENTS**

ExxonMobil Business Fleet and Fleet National Account Application

# ExxonMobil Business Fleet and Fleet National Account Application

Select Card Program:

ExxonMobil Business Fleet card       ExxonMobil Fleet National card

**Instructions: Complete and fax your application to us at 1-616-245-0618 Attention Judy Jordan.**

1) The undersigned applicant/buyer ("Applicant") represents that the information given in this application is complete and accurate and authorizes Card Issuer to check with credit reporting agencies, credit references and other sources disclosed to confirm information given; 2) Applicant requests a business charge account, if approved for credit, and one or more business charge cards from the card issuer, which is WEX Bank ("Card Issuer"); 3) Applicant agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the business charge card(s). Use of any card issued pursuant to this application confirms Applicant's agreement to said terms and conditions; 4) If this Account is for a partnership or a proprietorship, a partner or principal must sign this application and the undersigned's personal credit may be used in making a credit decision and they hereby authorize Card Issuer to obtain a consumer report. In the event that this application is denied based upon information contained in a consumer credit report of the undersigned, they authorize the Card Issuer to report the reason for the denial to the Applicant. Direct inquiries of businesses where the undersigned maintains accounts may also be made; 5) Applicant agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. 6) Applicant agrees to provide company financial statements, including at minimum, a Balance Sheet and Income Statement for the last two years upon request. 7) By providing the phone numbers below, you authorize us to contact you at any of these numbers regarding this application or any account opened as a result of this application. If you have any questions regarding this application, please call Judy Jordan 1-616-291-8961

Legal Company Name	Phone #	Fax #
DBA Name (Doing Business As)		Taxpayer ID # (TIN, FEIN or SSN)

Write company name as you wish it to appear on the cards. Limit 20 characters with spaces.

Physical Address (Do Not Include PO Box)

Billing Address (if Different than Physical Address)

In Business Since (yyyy)	Year of Incorporation (yyyy)	SIC Code or Type of Business
Number of Vehicles for this Program	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$

Check here if business is exempt from motor fuels tax (sales representative will provide further details)

Select One (Please complete this section accurately):  Corporation     Partnership     Proprietorship     PC or PA     LLC     Government

Is this account for a company that has been incorporated less than one year, a partnership, a proprietorship, a professional corporation or association, or a limited liability company?  
 No     Yes (If YES, complete the Personal Guaranty on the second page)

### CONTACTS

Designate the person authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicle, driver and other information we may request. By signing below, you also (i) designate representatives from your card program sponsor ("Sponsor") to have access to your account information in order to facilitate customer service and account maintenance requests on your behalf, and (ii) authorize the Card Issuer to accept account maintenance requests and other instructions from Sponsor on your behalf.

Authorized Contact Name/ Title	Phone #	Email Address
Billing Contact	Phone #	Email Address
Additional Contact Name	Phone #	Email address

### AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of a business attests that the Applicant is a valid business entity, that, if applicable, the execution of this application has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on Applicant's behalf.

Signature X	Date	Print Name	Title
----------------	------	------------	-------

**INFORMATION SHARING DISCLOSURE:** Exxon Mobil Corporation, Card Issuer or its affiliates may, to the extent allowed by law, share information disclosed by or generated as a result of this application with each other, and with merchants accepting the card. In addition, information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

### FOR OFFICE USE ONLY

Opportunity Number	Site ID	Sales Code 85900142	Plastic (Business Fleet) EXN1	Coupon Code	Account Number 61
Opportunity Number	Site ID	Sales Code 85900142	Plastic (Fleet National) EMA1	Coupon Code	Account Number 0496

Our bank complies with Federal Law which requires all financial institutions to obtain, verify and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

# ExxonMobil Business Fleet and Fleet National Account Application

Please complete the Personal Guaranty below only if this account is for: a company that has been incorporated less than one year a Partnership, Proprietorship, Professional Corporation or Association, or Limited Liability Company.

## PERSONAL GUARANTY

In consideration of Card Issuer financing purchases under the Business Charge Account Agreement (as the same may hereafter be modified, extended or amended, "the Agreement"), the undersigned guarantor ("Guarantor") hereby agrees to unconditionally personally guarantee payment and performance under any account established pursuant to this application, of any obligation of Applicant to Card Issuer or any assignee of Card Issuer, in the event the above Applicant fails to do so. This is a guaranty of payment and not merely of collection. Guarantor agrees to pay, upon demand, any amount owed by Applicant to Card Issuer and due under the Agreement. Card Issuer shall not be required to initiate any action against, nor exhaust any remedies with respect to Applicant or any other guarantor prior to making demand upon Guarantor. Guarantor hereby waives any notices regarding Applicant's account or this guaranty and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due have been paid in full. Guarantor agrees that in the event the account is not paid as agreed, Card Issuer may report Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. Guarantor hereby agrees that Card Issuer may extend the time for payment and release any other security for the agreement without affecting in any way the obligations of Guarantor. Guarantor waives any and all suretyship defenses. Personal credit of Guarantor will be used in making a credit decision and Guarantor hereby authorizes Card Issuer to obtain a consumer credit report of Guarantor. Direct inquiries of businesses where the undersigned maintains accounts may also be made. In the event this application is denied based upon information in a consumer credit report of Guarantor, Guarantor authorizes the Card Issuer to report the reason for the denial to Applicant.

Guarantor's Signature X	Print Name	Date of Birth	Social Security No.
Guarantor's Residential Address – street, city, state, zip (Do not include PO Box)		Phone #	Date (mmddyy)

## FOR OFFICE USE ONLY

Opportunity Number	Site ID	Sales Code 85900142	Plastic (Business Fleet) EXN1	Coupon Code	Account Number 61
Opportunity Number	Site ID	Sales Code 85900142	Plastic (Fleet National) EMA1	Coupon Code	Account Number 0496

### ExxonMobil Business Fleet and Fleet National card Custom Fees and Rebates

Your account, if approved, will be subject to the applicable schedule of fees and rebates shown in the tables below, determined by card program. The ExxonMobil Business Fleet card fees are applicable under the No Fees Promotion column. Rebates may be subject to conditions and limitations as described in the Account Terms and Conditions delivered with your approved account.

EXXONMOBIL BUSINESS FLEET CARD		
	Standard	No Fees Promotion
Account set-up fee	None	None
Monthly account fee	\$10.00	Waived*
Rebate per retail gallon purchased	Tiered by volume	Tiered by volume

EXXONMOBIL FLEET NATIONAL CARD	
	Standard
Account set-up fee	\$40.00
Monthly fee per card issued	\$2.00
Replacement card fee	\$2.00
Rebate per retail gallon purchased	Tiered by volume at Exxon or Mobil locations only.

\*The "No Fees Promotion" is only applicable to fleets that are approved or apply for credit by 12/31/2016.

# Certification of Beneficial Ownership

## I. GENERAL INSTRUCTIONS

### What is this form?

Federal regulations now require **all banks** to verify the ownership of certain business types when they open a new account.

You will be asked to identify any beneficial owners of this business, plus one person with significant managing control. The required information includes Name, Address, Date of Birth, and Social Security Number (or Passport Number, in the case of foreign persons). The Bank may also ask to see a copy of a driver's license or other identifying document for each person listed on this form.

**To learn more about this requirement:** Visit [wexinc.com/beneficial-ownership](http://wexinc.com/beneficial-ownership)

**To submit this information:** Fax printed versions of this form to **800-374-4568**, or mail to **WEX Inc., P.O. Box 639, Portland, ME 04104-9814**. If you fill out an electronic (PDF) version, email it to [\[email address\]](#).

## II. ACCOUNT OPEN INFORMATION

The person opening an account on behalf of this business must provide the following information:

\_\_\_\_\_  
Name of Person Opening Account

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Physical Address of Business (No P.O. Boxes)

\_\_\_\_\_  
Legal Structure

**If your legal structure is exempt (see list on right), check "Exempt" below and skip Sections III, IV and V.**

**Exempt**

## III. BENEFICIAL OWNERS

Identify **up to four** beneficial owners of this business, or individuals (if any) who own 25 percent or more of the equity interests. **If no individuals meet this definition, check "Beneficial Owner Not Applicable" below and skip this section.**

**Beneficial Owner Not Applicable**

All fields are required for each beneficial owner, except as noted below:

- **For persons with a Social Security Number (SSN):** Provide the SSN and leave Passport/Other Government ID # and Issuing Country blank.
- **For foreign persons without a SSN:** Leave SSN blank and provide a Passport Number (or Other Government ID #) and the Issuing Country.

### Which businesses have to provide this information?

#### Required

The following legal entities must provide the requested information:

- Corporations
- Limited Liability Companies
- Partnerships
- Any other similar business entities formed in the United States or a foreign country.

#### Exempt

The following legal entities are exempt from this requirement:

- Non-Statutory Trust
- Bank/Bank Holding Co/Credit Union
- Federal/State/Local Government Agency or Authority
- Public Company and Majority Owned Affiliate
- Investment Company/Adviser
- Public Accounting Firm
- Insurance Company
- Non-Profits (Must identify a person with control. See Section IV)

*NOTE: The following do not meet the definition of legal entity, and are not required to submit this form:*

- *Natural Person*
- *Sole Proprietorship*
- *Unincorporated Association*

The info provided on this form is for validation or consumer verification only. It will not affect personal credit or imply liability.

### Beneficial Owner 1

_____ First Name	_____ Residential Address (no P.O. Boxes)
_____ Last Name	_____ Address Line 2 (optional)
_____ Date of Birth (mm/dd/yyyy)	_____ City
_____ Social Security #	_____ State/Province
_____ Passport/Other Government ID #	_____ Country of Residence
_____ Issuing Country	_____ Postal Code

### Beneficial Owner 2

_____ First Name	_____ Residential Address (no P.O. Boxes)
_____ Last Name	_____ Address Line 2 (optional)
_____ Date of Birth (mm/dd/yyyy)	_____ City
_____ Social Security #	_____ State/Province
_____ Passport/Other Government ID #	_____ Country of Residence
_____ Issuing Country	_____ Postal Code

### Beneficial Owner 3

_____ First Name	_____ Residential Address (no P.O. Boxes)
_____ Last Name	_____ Address Line 2 (optional)
_____ Date of Birth (mm/dd/yyyy)	_____ City
_____ Social Security #	_____ State/Province
_____ Passport/Other Government ID #	_____ Country of Residence
_____ Issuing Country	_____ Postal Code

## Beneficial Owner 4

_____	_____
First Name	Residential Address (no P.O. Boxes)
_____	_____
Last Name	Address Line 2 (optional)
_____	_____
Date of Birth (mm/dd/yyyy)	City
_____	_____
Social Security #	State/Province
_____	_____
Passport/Other Government ID #	Country of Residence
_____	_____
Issuing Country	Postal Code

## IV. PERSON WITH CONTROL

Identify one individual with significant responsibility for managing this business — for example, an executive officer, senior manager, or any other person who regularly performs similar functions. If appropriate, an individual listed as beneficial owner above must also be listed in this section. **If no beneficial owners are listed above, this information is still required.**

_____	_____
First Name	Residential Address (no P.O. Boxes)
_____	_____
Last Name	Address Line 2 (optional)
_____	_____
Title	City
_____	_____
Date of Birth (mm/dd/yyyy)	State/Province
_____	_____
Social Security #	Country of Residence
_____	_____
Passport/Other Government ID #	Postal Code
_____	
Issuing Country	

## V. CERTIFIED/AGREED TO

I, \_\_\_\_\_, hereby certify, to the best of my knowledge,  
Print Name  
that the information provided above is complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
ALUMINUM SULFATE (ALUM)  
AND HYDROFLUOROSILICIC ACID (FLUORIDE)

WHEREAS:

1. As detailed in the attached staff report, the City of Grand Rapids accepted formal bids for aluminum sulfate (alum) and hydrofluorosilicic acid (fluoride).
2. Included was an option for the City of Wyoming to purchase the alum and fluoride as a cooperative purchase.
3. It is recommended the City Council authorize the purchase of alum from USALCO at a cost of \$298.97 per ton.
4. It is recommended the City Council authorize the purchase of fluoride from Univar at a cost of \$258.00 per ton.
5. Funds for the purchase are budgeted in account number 591-591-55300-740000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of aluminum sulfate (alum) from USALCO at a cost of \$298.97 per ton.
2. The City Council does hereby authorize the purchase of hydrofluorosilicic acid (fluoride) from Unvar at a cost of \$258.00 per ton.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

ATTACHMENTS:

- Staff Report
- Usalco Bid
- Univar Bid
- Bid Tabulations

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Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 8, 2018

Subject: Purchase of Aluminum Sulfate (Alum) and Hydrofluorosilicic Acid (Fluoride)

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: June 4, 2018

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### RECOMMENDATION:

I recommend the City accept an extension of the current bid prices from the City of Grand Rapids cooperative purchase for Aluminum Sulfate (Alum) from USALCO at a cost of \$298.97 per ton FOB and Hydrofluorosilicic Acid (Fluoride) from Univar at a cost of \$258.00 per ton FOB.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The use of Fluoride and Alum is necessary to the production of safe drinking water. Modern production techniques and standards mean the environmental impact of producing these two substances is minimized.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social economic status. All residents enjoy access to the services provided by our water utility.

Economic Strength – By utilizing cooperative bidding with neighboring communities, the Utilities Department receives the best value for this necessary service. This results in the lowest water rates for our residents and customers.

### QUALITY SERVICE IMPACT:

The cooperative purchasing of chemicals yields the most attractive costs for these necessary materials as a result of the significantly greater quantity to be supplied by the selected vendor. Further, the cooperative purchasing maintains communications and common benefits between the participating municipal utilities.

### DISCUSSION:

The City of Grand Rapids has accepted bids and awarded contracts for the purchase of Alum and Fluoride. This year's bid solicitation is for a three year period with annual renewals.

The original bids were received by the City of Grand Rapids as part of the cooperative purchasing strategy with participation by the Cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in this cooperative purchasing program for more than fifteen years.

The bid price from USALCO for Alum for the second year of the agreement is \$298.97 per ton. Similarly, the second year bid price from Univar for Fluoride is \$258.00 per ton. The bids are consistent with last year's pricing and reflect no increase in cost.

Upon evaluation of the original bids and extensions at the current pricing, it is my recommendation that the City continue to participate in the cooperative purchase for Alum from USALCO at the extended cost of \$298.97 per ton FOB. I recommend the City similarly accept the bid price from Univar for Fluoride at a cost of \$258.00 per ton FOB.

**BUDGET IMPACT:**

Based on average water treatment flows for the past seven years the anticipated costs for each chemical are as follows:

Aluminum Sulfate:	\$282,228.00
Hydrofluorosilicic Acid:	\$ 54,148.00

Adequate funds were budgeted in account #591-591-55300-740.000 for both of these chemicals.



May 15, 2017

City of Grand Rapids and West Michigan Cooperative Agencies  
Purchasing Department  
300 Monroe, NW  
Room 720  
Grand Rapids, MI 49503

RE: Solicitation #RFB 233 17000131 – Chemicals, Bulk Liquid Aluminum Sulfate  
Bid File #885-77-15

Dear Tony Wojciakowski,

USALCO is pleased to submit the attached bid for Liquid Aluminum Sulfate to the City of Grand Rapids and West Michigan Cooperative Agencies. The information below is meant to provide background on USALCO as well as detail the company's various certifications.

USALCO is a leading manufacturer and distributor of aluminum-based water treatment chemical products to the industrial and municipal markets. The company was founded in 1980 and is headquartered in Baltimore, MD with manufacturing locations in Baltimore, MD; Ashtabula, OH; Fairfield, OH; Gahanna, OH; and Michigan City, IN.

All of USALCO's products are certified by NSF International to comply with ANSI/NSF Standard 60 for use in drinking water applications. Copies of these certifications are enclosed.

Thank you for the opportunity to participate in your bidding process and for your interest in USALCO's products and services. Please visit our website at [www.usalco.com](http://www.usalco.com) for additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Melanie Rock'.

Melanie Rock  
Customer Account Coordinator

Enclosures  
mr

# BID TAB

BID REF #885-77-15 BID OPENING DATE: May 22, 2017 FOR: Chemicals, Aluminum Sulfate # BIDDERS SOLICITED: 18 BUYER: TW DEPT: Lake Filtration Plant	ITEM 1 1 Ton Bulk Chemical, Aluminum Sulfate \$/Ton	
Year 1		
Year 2		
Year 3		
Chemtrade Chemicals US LLC 90 East Halsey Road Parsippany NJ 07054	\$375.00 \$380.00 \$387.00	
USALCO 2601 Cannery Avenue Baltimore MD 21226	\$298.97 \$298.97 \$312.07	
Univar 3075 Highland Parkway Downers Grove IL 60515	No Bid	
JCI Jones Chemical PO Box 636877 Cincinnati OH 45263	No Bid	

## BID FORM

City of Grand Rapids, Purchasing Department  
300 Monroe, NW Room 720 Grand Rapids, MI 49503  
Phone: (616) 456-3172 Buyer: Tony Wojciakowski



Solicitation # RFB 233 17000126  
Chemicals, Bulk HFS  
Bid File #885-66-09  
Solicitation Due Date: May 12, 2017

Company Name:	UNIVAR	Contact Name:	Shelley Stevens
Company Phone No:	513-714-5205	Contact Phone No:	513-714-5205
Company Fax No:	513-874-0970	Contact E-mail:	Shelley.Stevens@univar.com
Company Address:	4600 Dues Drive Cincinnati		univar.com
WebSite Address	www.univar.com	Ohio	45246
Federal ID # (TIN)	91-1347935		

Bids are requested for the West Michigan Cooperative Agencies for a one-year term contract with two, one-year renewal options for the purchase and delivery of bulk hydrofluorosilicic acid (HFS) as per the specifications contained herein.

All information in a bidder's proposal and the subsequent contract is subject to the provisions of the Freedom of Information Act, 1976 no.442, as amended, MCL 15.231 or latest revision thereof.

Bidders interested in submitting a response to this solicitation are required to be registered in the City's financial management system, Advantage360. All solicitation information and documents shall be available to vendors registered in Advantage360. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration: <https://cgiadvantage360.cgi.com/MICGR/AltSelfService>

Fields provided within this document are editable, and may be completed electronically. Bidders shall download all attached bid document files, complete the documents as requested, save the completed documents under a new name and upload the saved documents to the bid response.

Descriptive literature, technical specifications, SDS (Safety Data Sheets), attachments, etc may also be provided as part of any submittal to this solicitation.

SOLICITATION RESPONSE

Item #:

Unit Pricing

1. 1 Ton Chemicals, bulk hydrofluorosilicic acid (HFS), for use in production of potable water, product proposed shall conform with AWWA Standard B703-89, ANSI/NSF Standards 60 and 61, or most recent standards thereof. Product shall be delivered in tank loads, with certifications and MSDS accompanying each delivery.

Year 1 <sup>00</sup> \$ 258 /Ton    Year 2 <sup>00</sup> \$ 258 /Ton    Year 3 <sup>00</sup> \$ 258 /Ton

Enter the unit price for Year 1 only in the commodity line for the referenced RFB

Pricing proposed shall be on a liquid ton basis of 23% strength H<sub>2</sub>SiF<sub>6</sub>.

Specify Manufacturer Unimin Corp Product Name HFS Concentration 23% Proposed.

Specify the equivalent price per gallon: \$ 1.31

Specify the equivalent price per dry ton: \$ 112.74 Dry Ton

Specify the estimated number of days from receipt of purchase order to delivery: 2-3 days

Specify the tanker load size per delivery: 20 tons / 4000 gallons

Minimum order quantities, if any, at the pricing proposed: 20 tons

\*\*\*\*\*

List references, other than the City of Grand Rapids and West Michigan Co-Op Agencies, for which your company has provided the exact product and delivery services proposed of similar size and scope as specified herein for other municipalities in the last 24 months:

Agency Name, City, State	Product Provided, Quantity	Phone #	Contact Person

*See Attached Sheet*

Company Experience:

Provide a brief summation of your company's history and credentials including year established, principle owner(s) and officers, the number of continuous years your company has been in business as provider of the services specified, affiliations, awards, etc., and other information that would indicate your qualifications and capabilities of performing the services specified herein:

*See Attached*

BIDDER Univak

# BID TAB

BID REF #885-66-09 BID OPENING DATE: May 12, 2017 FOR: Chemicals, HFS # BIDDERS SOLICITED: 18 BUYER: TW DEPT: Lake Filtration Plant		ITEM 1		
		1 Ton		
		Bulk		
		Chemical,		
		HFS		
		\$/Ton		
Pencco, Inc PO Box 600 San Felipe TX 77473	Year 1	\$354.00		
	Year 2	\$354.00		
	Year 3	\$354.00		
Brenntag Great Lakes 1100 Hynes Ave SW Grand Rapids MI 49507		\$299.40		
		\$311.00		
		\$311.00		
Univar 3075 Highland Parkway Downers Grove IL 60515		\$258.00		
		\$258.00		
		\$258.00		
PVS Nolwood Chemicals 10900 Harper Avenue Detroit MI 48213		\$323.00		
		No Bid		
		No Bid		
Mosaic Global Sales 13830 Circa Crossing Drive Lithia FL 33547		\$322.00		
		\$322.00		
		\$322.00		
Shannon Chemical Corporation PO Box 376 Malvern PA 19355		\$609.09		
		\$649.49		
		\$707.07		
BHS Marketing 1717 E Fargo Ave Nampa ID 83687		\$294.49		
		\$294.49		
		\$294.49		
Alexander Chemical Corporation 315 Fifth Street Peru IL 61354		\$326.00		
		No Bid		
		No Bid		

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received was reviewed and evaluated as per the attached Staff Reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids for the listed items as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Water Treatment Chemicals & Polymers	Cabot Norit Americas, Inc. Donau Carbon US, LLC Polydyne, Inc. PVS Nolwood Chemicals, Inc.	Bid prices as shown on the attached Tabulation Sheet
Clean Water Chemicals	Alexander Chemical Corp. Chemtrade Chemicals US LLC Haviland Products Company Hexagon Technologies, Inc. JCI Jones Chemical, Inc. Kemira Water Solutions PVS Nolwood Chemicals, Inc. Webb Chemical Service Corp.	Bid prices as shown on the attached Tabulation Sheet
HVAC Unit	Peerbolt's Inc.	\$7,594.00

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 4, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Reports  
Tabulation Sheet

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: May 21, 2018  
Subject: Water Treatment Plant Chemical Bid Acceptance Recommendation  
From: Robert Veneklasen, Water Treatment Plant Superintendent  
Meeting Date: June 4, 2018

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### RECOMMENDATION

It is recommended that the chemical vendor bids for powdered activated carbon, polymers, and tetra-potassium pyrophosphate to be used at the Water Treatment Plant be accepted as outlined below.

### SUSTAINABILITY CRITERIA

Environmental Quality – The use of proper chemicals applied in proper quantities in the water treatment process minimizes the environmental impact of producing the highest quality drinking water for our customers.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art drinking water and wastewater treatment technologies.

Economic Strength – The solicitation of bids for the chemicals necessary for the water treatment process provides the best value and ensures the lowest rate for our residents and customers.

### QUALITY SERVICE IMPACT

Competitive bidding of water treatment chemicals yields the most attractive costs for these necessary materials. This ensures the City receives the most appropriate material at the least cost.

### DISCUSSION:

On May 15, 2018 bids were received for powdered activated carbon, polymers, and Tetrapotassium Pyrophosphate for the Water Treatment Plant. The bids received were the result of solicitations sent to 40 prospective bidders in an effort to obtain the most favorable

pricing. It is recommended the following chemical vendor bids be accepted for treatment chemicals to be used at the Water Treatment Plant.

<b>Chemical</b>	<b>Award Bid to:</b>	<b>Delivered Price</b>
Lignite Powdered Activated Carbon	Cabot Norit Americas, Inc.	\$ 1,008.00 (per ton)
Wood Powdered Activated Carbon	DONAU CARBON US, LLC	\$ 1,056.00 (per ton)
Coagulant Cationic Polymer	Polydyne, Inc.	\$ 9,804.00 (2000 gal)
Dewatering Cationic Polymer	Polydyne, Inc.	\$ 513.00 (drum)
Tetra-Potassium Pyrophosphate	PVS Nolwood Chemicals, Inc.	\$ 65.00 (55 lb)

The recommendation is to accept the bids by two vendors for the Powdered Activated Carbon to enable the use of either lignite-based carbon or wood-based carbon, both of which have different characteristics for the control of taste and odor in drinking water. The cost for wood-based carbon per ton is the same as last year's bid. The cost for lignite-based carbon is \$172.00 less per ton than last year. We anticipate use of 20 tons at a total of \$21,120.00.

We no longer solicit for more than one type of coagulant polymer as was done in the past. We have settled on one product for this purpose. The cost per unit for coagulation polymer is \$2,683.20 more per 2000 gallons than last year. The cost per unit for dewatering polymer is \$85.50 more than last year's bid. We anticipate use of 39 tons for coagulation and 12 tons of cationic polymer for dewatering respectively, at an expected total cost of \$71,320.00.

The use of tetra potassium pyrophosphate is to sequester calcium and magnesium salts from the sodium hypochlorite carrier water solution and deter their collecting on the interior of the piping. This product is used when we are applying sodium hypochlorite (chlorine) to the intake line to deter zebra mussel growth and enhance chlorine contact time. The cost per 50# bag is \$4.25 more than last year's bid. We anticipate use of 0.3 tons at a total of \$780.00.

## **BUDGET IMPACT**

The water treatment chemicals and liquid polymers are purchased as required throughout the year with funds appropriately budgeted in account number 591-591-55300-740000. The estimated cost of the chemicals listed above is expected to total approximately \$93,220.00.

## STAFF REPORT

Date: May 17, 2018  
Subject: Clean Water Plant Chemical Bids  
From: Jon Burke, Clean Water Plant Superintendent  
Meeting Date: June 4, 2018

---

### RECOMMENDATION:

It is recommended that the following chemical suppliers be awarded bids for water treatment chemicals to be used at the Clean Water Plant.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Although the vast majority of the work of wastewater treatment is accomplished biologically, certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection process.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status. All of Wyoming's residents enjoy equal access to the benefits of our state-of-the-art wastewater and drinking water treatment technologies.

Economic Strength – Proper and complete treatment of wastewater depends upon the responsible use of a small number of chemicals. The Clean Water Plant budgets annually for these materials, which can fluctuate in price.

### QUALITY SERVICE:

The Clean Water Plant strives to provide the best treatment possible while continually looking for ways to improve the efficiency of the process.

### DISCUSSION:

On May 15, 2018, bids were opened for treatment chemicals used at the Clean Water Plant and the Drinking Water Plant following solicitation of bids from approximately 160 companies. After review of the submitted bids, I am recommending City Council approve the following low bids.

<b>Chemical</b>	<b>Recommended Bidder</b>	<b>Cost Delivered</b>
Sulfur Dioxide – used to remove the chlorine from the effluent flow as it leaves the plant.	Alexander Chemical Corporation	\$698.00 per ton
Sodium Hydroxide (bulk) – used in our odor control scrubbers.	Alexander Chemical Corporation	\$7,225.35 per 3,000 gal
Sodium Hydroxide (drum) – used in our odor control scrubbers.	Webb Chemical Service Corporation	\$198.00 per 55 gal
Sulfuric Acid – used in our odor control scrubbers.	Haviland Products Company	\$3,544.28 per 2,500 gal
Muriatic Acid – used to clean the odor control scrubbers.	Haviland Products Company PVS Nolwood Chemicals, Inc.	\$53.10 per 148-lb drum \$128.00 per 55 gallon drum
Ferric Chloride – used as a back up to our biological phosphorus removal process. Have not used any for almost 4 years.	Kemira Water Solutions	\$495.00 per ton
Liquid Slurried Lime – used to prepare our sludge for land application.	Chemtrade Chemicals US LLC	\$117 per liquid ton
Chlorine – used to disinfect the plant effluent.	JCI Jones Chemical, Inc.	\$370.00 per ton
WY-23	Hexagon Technologies, Inc.	\$1.58/pound

### **BUDGET IMPACT:**

Following is a cost comparison showing chemical costs from the prior fiscal year. As you can see by the chart below, there can be large price changes on a year to year basis. Unfortunately, all of the costs this year are going up by large amounts.

<b>Chemicals</b>	<b>2017-2018 Price</b>	<b>2018-2019 Bid</b>	<b>Actual Difference</b>
Ferric Chloride	\$455.00/ton	\$495.00/ton	+8.8%
Sulfur Dioxide	\$638.00/ton	\$698.00/ton	+9.4%
Sodium Hydroxide (bulk)	\$5,724.52/3,000 gallons	\$7,225.35/3,000 gallons	+26.2%
Sodium Hydroxide (drum)	\$131.25/55 gallon	\$198.00/55 gallon	+50.8%
Sulfuric Acid	\$2,975.00/2,500 gallons	\$3,544.28.00/2,500 gallons	+19.1%
Muriatic Acid	\$34.00/drum	\$53.10/drum	+56.1%
Liquid Lime	\$116.76/ton	\$117.00/ton	+0.2%
Wy-23 Polymer	\$1.54/pound	\$1.58/pound	+2.5%
Chlorine	\$264.50/per ton	\$370.00/per ton	+39.9%

The attached tabulation of bid sheets shows the bid prices for polymers and chemicals.

Clean Water Plant Chemicals									
	Liquid Slurried Lime	Aqueous Iron (Ferric) Chloride	Liquefied Sulfur Dioxide	Sodium Hydroxide		Sulfuric Acid	Muriatic Acid		Chlorine
	Per Ton	Per Ton	Per Ton	Per 3,000 Gallons	Per 55 Gallon Drum (In quantities of 2 drums per order)	Per 2,500 Gallons Delivered	Per 148 lb. Drum	Per 55 gallon Drum	Per Ton Delivered
Alexander Chemical Corporation, A Carus Company			\$ 698.00	\$ 7,225.35	\$ 323.03	\$ 4,716.25	\$ 96.94	\$ 219.41	\$ 450.00
Chemtrade Chemicals US LLC	\$ 117.00								
Haviland Products Company				\$ 8,711.08	\$ 206.25	\$ 3,544.28	\$ 53.10	\$ 132.68	
JCI Jones Chemical, Inc.			\$ 800.00						\$ 370.00
Kemira Water Solutions		\$ 495.00							
PVS Nolwood Chemicals, Inc.						\$ 4,400.00	\$ 72.00	\$128.00	
PVS Technologies, Inc.		\$ 575.00							
Rowell Chemical Corporation				\$ 7,590.00		\$ 3,875.00			
Webb Chemical Service Corporation		\$ 498.00		\$ 7,650.00	\$ 198.00				

Drinking Water Plant Chemicals				
	Powered Activated Carbon	Polymer-Liquid Cat-Ionic Polymer	Polymer-Liquid Cat-Ionic Polymer	Tetra Potassium Pyrophosphate
	Per Ton	Per Bulk Shipment of 2000 Gallons	Per 55 Gallon Drum	Per 50 lb. Bag
Cal-Pacific Carbon, LLC	\$ 1,420.00			
Cabot Norit Americas Inc.	\$ 1,008.00			
Carbon Activated Corporation	\$ 1,358.00			
Jacobi Carbons, Inc.	\$ 1,048.00			
Nalco Company LLC		\$ 13,740.00		
Oxbow Activated Carbon LLC	\$ 988.00			
Polydyne Inc.		\$ 9,804.00	\$513.00/450 lb. Drum	
PVS Nolwood Chemicals, Inc.				\$ 65.00
Shannon Chemical Corporation				\$ 133.00
Donau Carbon US LLC dba/Standard Purification	\$ 1,056.00			
Thatcher Company	\$ 1,128.00			
Webb Chemical Service Corporation*				\$ 58.00

\*Min order 20 bags of Tetra Potassium Pyrophosphate

Liquid Polymers				
	Product Description	Bid Price (per lb.)	Drum Size (lbs.)	Total Bid Price Per Drum
Hexagon Technologies, Inc.	Hexafloc WY-23	\$ 1.58	440	\$ 695.20
Polydyne Inc.	Clarifloc CE-173	\$ 1.14	450	\$ 513.00

## STAFF REPORT

Date: May 22, 2018  
Subject: WSC HVAC Unit Replacement  
From: Eric Tomkins, Recreation Supervisor  
Cc: Rebecca Rynbrandt, Director of Community Services  
Chad Boprie, Recreation Programmer II

Meeting Date: June 4, 2018

---

### RECOMMENDATION:

It is recommended that the City Council approve the purchase and installation of an HVAC Unit (Trane 7.5 ton rooftop mounted) for the Wyoming Senior Center (WSC) in the amount of \$7,5494.00 per the bid from Peerbolt's Inc.

### SUSTAINABILITY CRITERIA:

Environmental Quality – The WSC provides a safe, structured, and nurturing environment for older adult participants.

Social Equity – All citizens that utilize the WSC will have a comfortable setting for recreational and leisure activities.

Economic Strength – The contractor has the appropriate equipment and trained staff that can remove the existing non-working HVAC unit and dispose of it properly as well as install the new unit. The new unit, along with the other HVAC units at the WSC, will provide a stable, long-term heating and cooling system.

Quality Service Impact - A functioning and efficient heating and cooling system will provide an ideal setting for the WSC participants as they participate in programming at the facility. In addition, the facility is also used for community meetings and other City service area functions.

### DISCUSSION:

During a recent preventative maintenance inspection, it was discovered that the compressor on the RTU #5 HVAC unit was damaged to the extent that cooling system related to this unit would not function at all. Quotes received for the replacement of this unit exceeded the City's Purchasing policy limit for contractual services making it necessary to bid the replacement of the unit. Seven bids were received ranging from \$7,594.00 to \$13,622.00. Staff is recommending accepting the lowest bid, \$7,594.00, from Peerbolt's Inc. Peerbolt's Inc., has replaced the last two HVAC units at the WSC.

**BUDGET IMPACT:**

Funds are available in the WSC capital account. The affected account number is:

208-72-758.00-975.225

Tabulation Sheet

City of **Wyoming** Michigan

TABULATION OF BIDS

WYOMING SENIOR CENTER ROOFTOP HVAC UNIT REPLACEMENT

OPENED BY THE CITY CLERK ON MAY 8, 2018 AT 11:00 A.M. (

<b>Bidder:</b>	<b>Bid Price</b>
Peerbolt's Inc.	\$ 7,594.00
Correct Mechanical Services, Inc.	\$ 8,613.00
WSoule & Company	\$ 10,249.00
Advantage Mechanical Refrigeration	\$ 11,825.00
Orchard Hill Mechanical	\$ 11,850.00
Quality Air Heating & Cooling, Inc.	\$ 13,406.00
B&V Mechanical	\$ 13,622.00

ORDINANCE NO. 7-18

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE  
CITY OF WYOMING BY ADDING SUBSECTION (113) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (113) thereto, to read as follows:

- (113) To Rezone 0.7 Acres from I-1 Light Industrial to B-2 General Business  
(3219 Eastern Avenue SE)

LEGAL DESCRIPTION:

That part of the SE 1/4 of Section 18, T6N, R11W, City of Wyoming, Kent County, Michigan described as: Commencing at the E 1/4 corner of Section 18; thence S03°05'40"E 215.00 feet along the East line of said SE 1/4 to the place of beginning of this description; thence S03°05'40"E 96.00 feet along said East line; thence S89°31'50"W 320.00 feet parallel with the North line of said SE 1/4; thence N03°05'40"W 96.00 feet; thence N89°31'50"E 320.00 feet to the place of beginning.

Section 2. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kelli A. VandenBerg  
Wyoming City Clerk

April 24, 2018

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to rezone 0.7 acres from I-1 Light Industrial to B-2 General Business. The property is located at 3219 Eastern Avenue, SE.

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 17, 2018. A motion was made by Arnoys, supported by Smart, to recommend to City Council approval of the rezoning request. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information.

The petitioners have leased a tenant space to a church use within the building. A church use is not allowable in the I-1 Light Industrial district. However, a church use is potentially allowable within the B-2 general Business district with special use approval by the Planning Commission. The petitioner has chosen to seek rezoning of the property to B-2 General Business, and if successful, would then come back to the Planning Commission to seek the special use approval for the church.

This area of 32nd Street and Eastern Avenue is at the boundary between the City of Wyoming and Grand Rapids. There are a wide range of land uses in the immediate area including retail, industrial, office, a charter school, ministries and other community service providers. The subject property has an existing insurance company occupying the front half of the building. This office use is allowable by right in all commercial and industrial districts. The properties along Eastern Avenue and north of this site are zoned B-2 General Business. The rezoning request would extend the B-2 district through this property. The property to the south has a nonconforming automobile repair facility (a B-2 use) within the I-1 Light Industrial district.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

The City of Wyoming Land Use Plan was adopted in 2006. The Plan recommends that the properties from 32nd Street down to 44th Street be used for Business Industrial purposes. This would be compatible with the existing I-1 Light Industrial zoning. However, the Land Use Plan was not so finely scrutinized in its development that the few commercial properties at this intersection would be designated differently from the vast industrial developments occurring to the south and west.

The property is 0.7 acres in area with 96 feet of width. The building is approximately 4000 sq. ft. in area. The I-1 Light Industrial districts minimum requirements are one acre in area and 100 feet of width. The minimum building area is 10,000 square feet. The B-2 General Business districts minimum standards are 6,500 sq. ft. of area, 65 feet of width, and a minimum building area of 600 sq. ft. Rezoning of this nonconforming I-1 property to B-2 General Business would bring it into compliance with the Zoning Ordinance.

The Development Review Team suggested the Planning Commission recommend to the City Council approval of the rezoning request. No public comments were provided at the hearing.

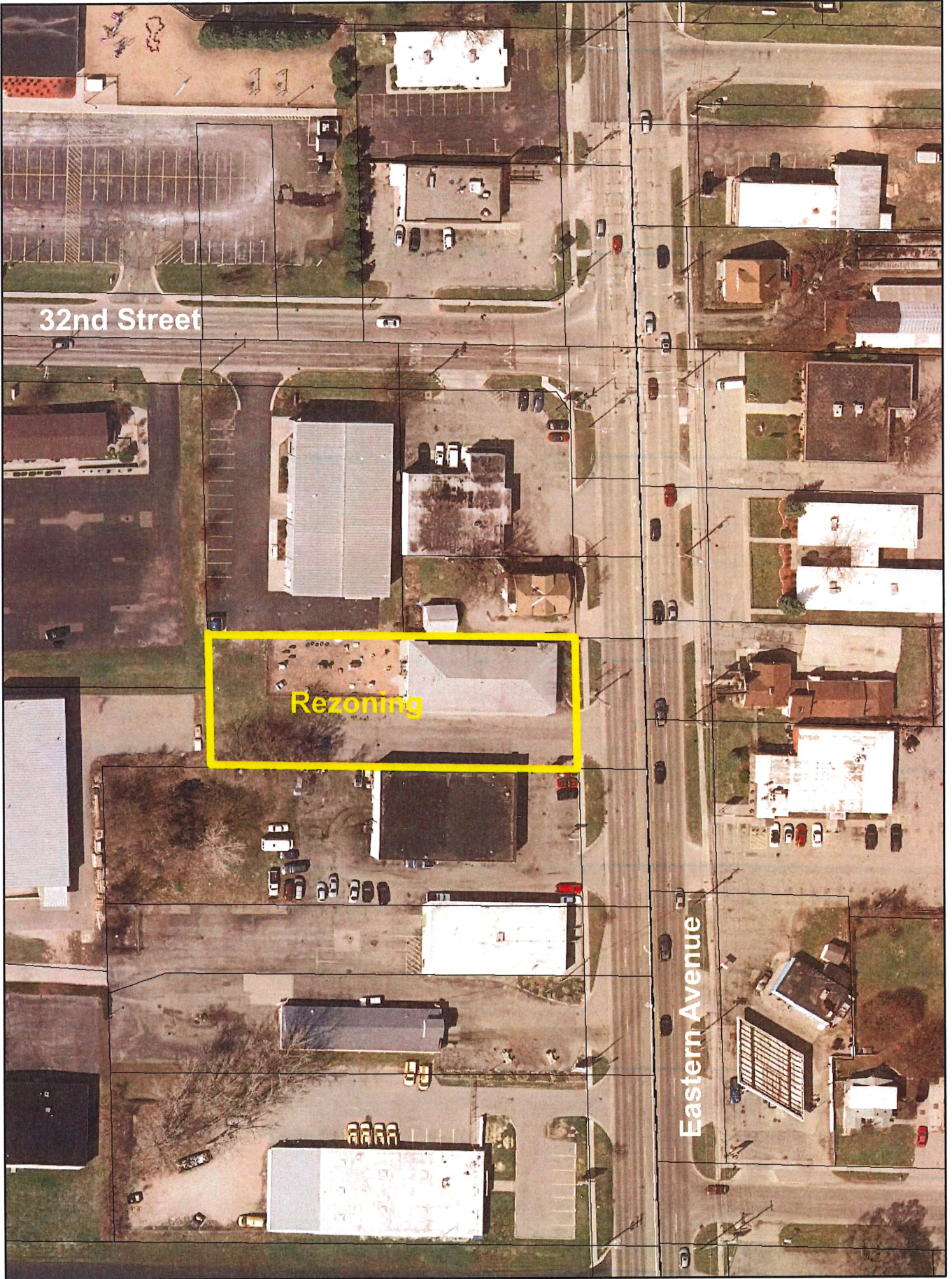
Respectfully submitted,

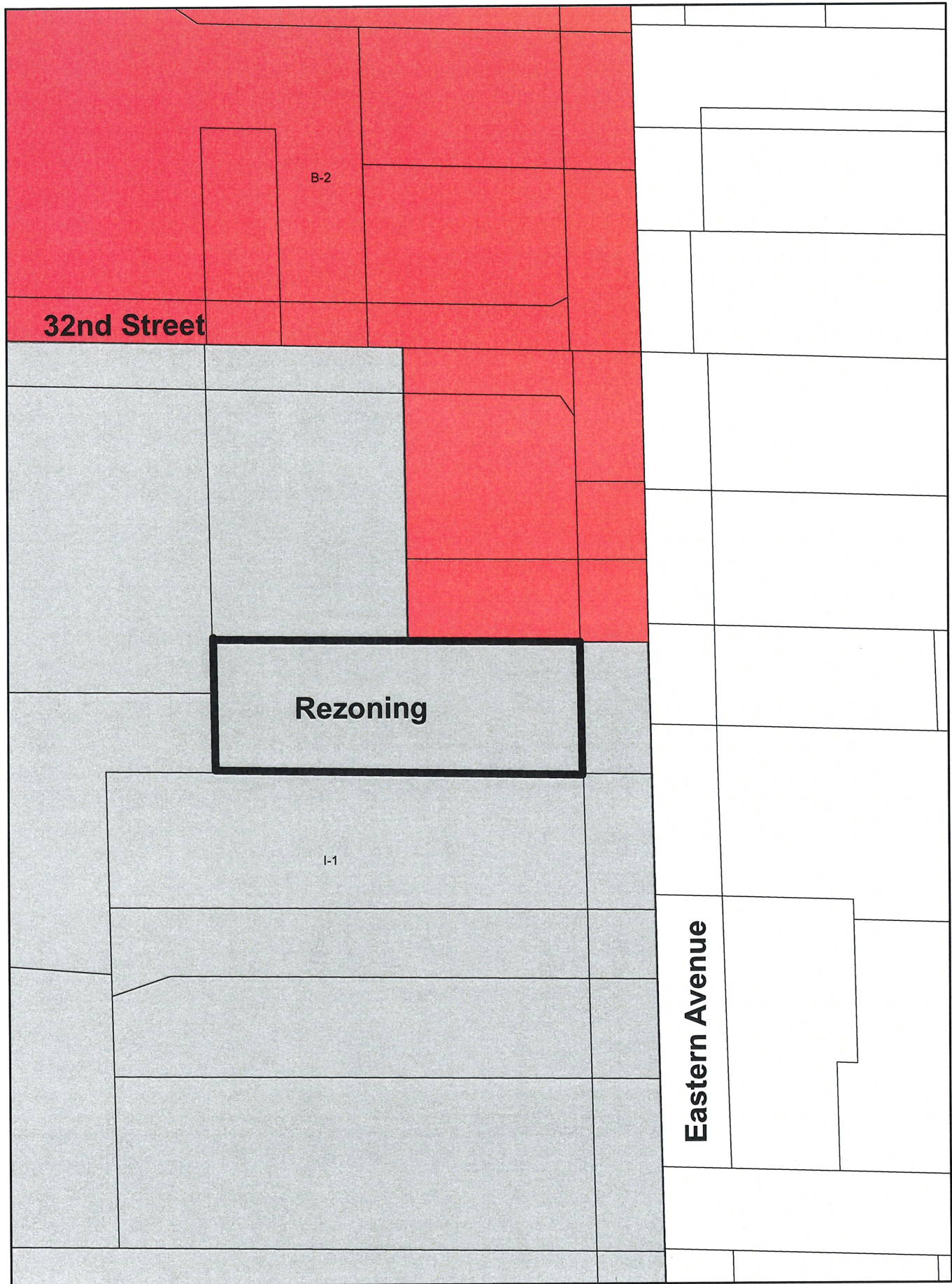


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Timothy Cochran, City Planner  
Planning and Development Department

cc: Curtis Holt, City Manager  
Rebecca Rynbrandt, Director of Community Services





**32nd Street**

B-2

**Rezoning**

I-1

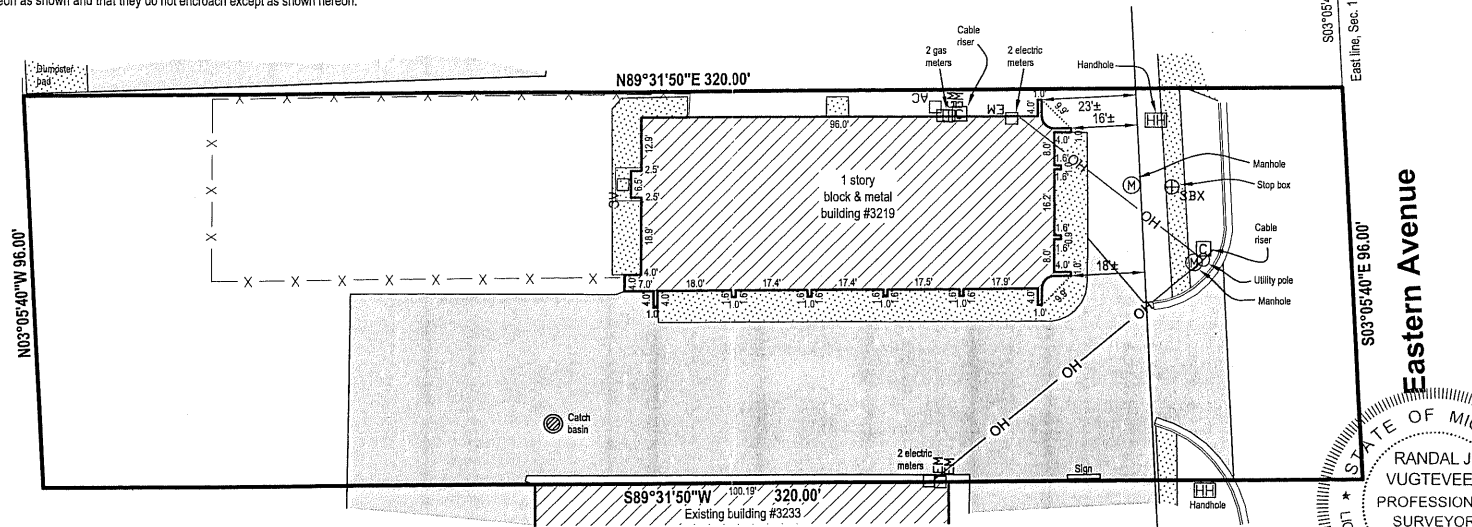
**Eastern Avenue**

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

This report, prepared for mortgage purposes only, does not represent a property line survey; no property corners were set; and is not to be used for the establishment of any fence, building, or other improvements. The location of fences, walls, or other indications of occupancy along or near boundary lines are not shown.

We hereby certify that we have examined the premises herein described, that the buildings are located entirely thereon as shown and that they do not encroach except as shown hereon.

**SURVEYOR'S NOTE:** Building, concrete and asphalt are on, near or over the property line. A boundary survey is recommended to determine the location of said property line.



**DESCRIPTION**

That real estate located in the City of Wyoming, Kent County, Michigan, legally described as: That part of the SE 1/4, Section 18, T6N, R11W, City of Wyoming, Kent County, Michigan, described as: Commencing at the E 1/4 corner of Section 18; thence S03°05'40"E 215.00 feet along the East line of said SE 1/4 to the PLACE OF BEGINNING of this description; thence S03°05'40"E 96.00 feet along said East line; thence S89°31'50"W 320.00 feet parallel with the North line of said SE 1/4; thence N03°05'40"W 96.00 feet; thence N89°31'50"E 320.00 feet to the place of beginning, subject to easements of record and to highway R.O.W. for Eastern Avenue. (Quit Claim Deed, dated March 22, 2017, as recorded in Instrument No. 20170327-0027559, Kent County Records)

**LEGEND**

- Utility Pole
- Overhead Utility
- Asphalt
- Concrete
- Building

By: *Randal J. Vugteveen*  
Randal J. Vugteveen Licensed Professional Surveyor No. 28429

SCALE: 1" = 30' 0' 15' 30'

PREPARED FOR: Richter Realty  
Andy Richter  
3980 Chicago Drive, Suite 120  
Grandville, MI 49418

3219 Eastern Avenue SE  
DRAWN BY: VB DATE: 02.22.18 PRJ #: 18400142  
REV. BY: REV. DATE: 1 OF 1



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JRS/sak  
05/07/18

ORDINANCE NO. 8-18

AN ORDINANCE TO AMEND ARTICLE 11 OF CHAPTER 90  
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article 11 of Chapter 90 of the Code of the City of Wyoming entitled Form Based Code, is hereby amended to read as follows:

**ARTICLE 11: FORM BASED CODE**

# CITY OF WYOMING

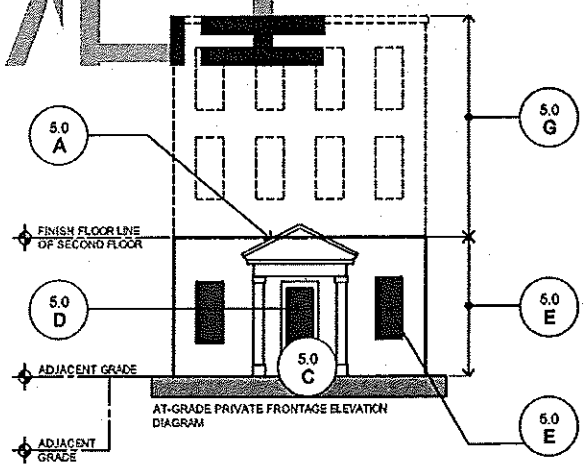
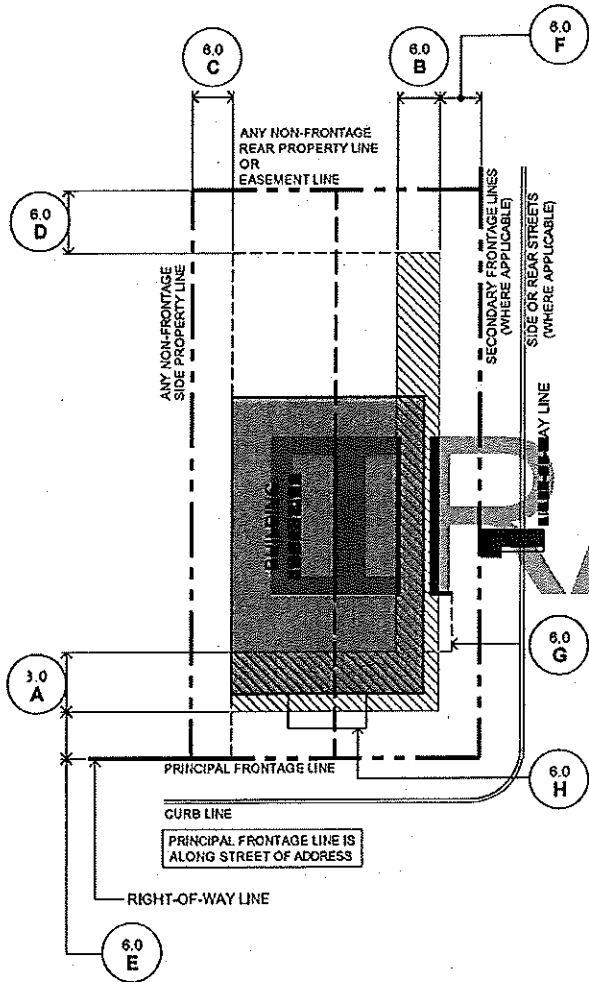
## CHAPTER 90

### Article 11: FORM BASED CODE

Adoption Date: December 16, 2013

Amended Date: August 1, 2016

Amended Date: xxxxx



DRAFT COPY  
JANUARY 30, 2018



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8 Private Frontages	9 Thoroughfare Guidelines	10 Off-Street Parking	11 Sign Standards	12 FBC Definitions	City of Wyoming Zoning Ordinance	

**Wyoming Form Based Code**

**DRAFT**

Adopted: December 16, 2013

Amended: August 1, 2016 (to include properties along Division Avenue)

Amended: xxxxxxxx (to include properties along Burton Street)

The Wyoming Form Based Code regulates properties in the Form Based Code Areas along 28th Street, Division Avenue and Burton Street.

**CITY OF WYOMING**  
**PLANNING AND DEVELOPMENT DEPARTMENT**  
1155 - 28 th Street SW  
Wyoming , MI 49509

Phone: 616.530.7266

Fax: 616.249.3442

<http://wyomingmi.gov/Planning/Planning.asp>

Section 2. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 8-18

March 21, 2018

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

**Subject:** Request to amend Zoning Ordinance Chapter 90 Article 11 Form Based Code. The amendments extend the applicable provisions to the Burton street corridor.

**Recommendation:** To approve the subject amended Form Based Code.

Dear Ms. VandenBerg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on March 20, 2018. A motion was made by Hegyi, supported by Smart, to recommend the proposed Form Based Code amendments to City Council. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information.

**Amendment Information:**

The FBC contains six potential context districts which may be assigned to particular areas. For the Burton Street corridor, three context areas Corridor Center, Corridor Edge and Corridor Neighborhood are relevant due to both the existing development pattern and potential for integrating new redevelopments (see attached study maps). The Corridor Center Context Area would replace the existing B-1 Local Business and B-2 General Business districts through the central area around Godfrey and Cleveland Avenues. New development in this area should place the buildings at the sidewalks with parking to the side or rear. The FBC would require a quality building façade, which current zoning does not dictate. Developers will also be able to obtain greater building mass on their properties as landscape greenbelts are removed and parking requirements are reduced due to businesses serving the adjoining walk-in neighborhoods. The Corridor Edge Context area would apply at Clyde Park Avenue where the existing gas station and car wash are suburban designs and there is B-2 General Business zoning. The Corridor Neighborhood Context Area would replace the R-2 and R-3 Residential zonings for the homes. Many of these homes are aged and rented. The likelihood of replacing these homes with another new home is doubtful. However, the potential to assemble properties to redevelop as two-family or row houses creates significant investment opportunities.



CITY COUNCIL

Bill VerHulst    Dan Burrill    Kent Vanderwood    Marissa Postler    Robert Postema    Sam Bolt


**Jack A. Poll, Mayor**

Specific Amendments Proposed to the FBC:

- Cover and inside cover: Added placeholder for amended date.
- Table of Contents: Changed Division 4 to include Burton Street context maps (90-1405), and this impacted all subsequent numbering.
- Division 1, page 1: Added Burton corridor to purpose (item 3) in 90-1101 and added a sentence about it in 90-1102.
- Division 2, page 1: Added placeholder for amendment.
- Division 3, page 1: Added Burton Street to 90-1301, item D.
- Division 4, page 1: Changed CC area description to include “and to preserve business district character along Burton Street”.
- Division 4, page 1: Changed CE area description to include Burton Street.
- Division 4, page 3: New page to add Burton Corridor context maps. This became 90-1405, and all subsequent sections in this division increased by one. This has been changed in each section and corresponding use table.
- Division 4, page 5: Changed section numbering, added map, changed description and also changed use table numbering for this section.
- Division 4, page 9: Changed section numbering and also changed use table numbering for this section.
- Division 4, page 13: Changed section numbering and also changed use table numbering for this section.
- Division 4, page 17: Changed section numbering and also changed use table numbering for this section.
- Division 4, page 21: Changed section numbering, added map, changed description, and also changed use table numbering for this section.
- Division 4, page 25: Changed section numbering and also changed use table numbering for this section.
- Division 6, page 9: Changed the item in 6.0 to reflect Burton Street.

The Development Review Team suggested the Planning Commission recommend approval of the proposed amendments to the Form Based Code to the City Council. No public comments were offered at the hearing.

Respectfully submitted,

  
\_\_\_\_\_  
Timothy Cochran, City Planner  
Planning and Development Department

cc: Curtis Holt, City Manager  
Rebecca Rynbrandt, Director of Community Services





6/4/18  
Clerk/RG

ORDINANCE NO. 10-18

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF THE  
CITY OF WYOMING BY ADDING SUBSECTION (114) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (114) thereto, to read as follows:

- (114) To Rezone 1.0 Acres from I-1 Light Industrial to R-2 Single Family Residential (Portion of 2712 Chicago Drive, portion of 2235 Roys Avenue and 2215 Roys Avenue SW)

LEGAL DESCRIPTION:

That part of the Northeast 1/4 of section 9, Town 6 North, Range 12 West, described as: Commencing 1259.75 feet North and 613.75 feet East of the Southwest corner of the Northeast 1/4; thence North 115 feet; thence West 146 feet; thence South 300 feet; thence East 146 feet; thence North 185 feet to the place of beginning.

Section 2. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 10-18

# City of **Wyoming** Michigan

**Planning & Community Development** | 1155 28th St SW, Wyoming, MI 49509  
616.530.7266 | Fax 616.249.3442 | wyomingmi.gov

May 23, 2018

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to rezone 1.0 acres from I-1 Light Industrial to R-2 Single Family Residential. The properties are a portion of 2712 Chicago Drive, a portion of 2235 Roys Avenue and 2215 Roys Avenue, SW.

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 15, 2018. A motion was made by Hegyi, supported by Smart, to recommend to City Council approval of the rezoning request. The motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information.

The Hop Family LLC operates a truck terminal facility surrounding the rezoning properties. The northern most residence sits on that industrial parcel. The Hop Family desires to split the residence off from the terminal parcel and sell it for residential use. The minimum lot size for an industrial parcel is one acre with 100 feet of frontage. The proposed parcel surrounding the residence would be substantially smaller and cannot be approved. However, if the residence area was rezoned to R-2 Single Family Residential zoning it would exceed the 8,400 sq. ft. minimum required in the district and the parcel split would be approved.

When staff looked at the surrounding zoning, the two residences south of the Hop Family residence were identified as also encumbered by I-1 Light Industrial zoning. This Industrial zoning on these three residences has existed for several decades. The residences further to the south along Roys Avenue are appropriately zoned R-2 Single Family Residential. City staff took this opportunity to expand the rezoning to include all three residential properties in order to bring them into total conformance with the Zoning Ordinance provisions. The likelihood of any of the three residential home sites to be used for industrial purposes is remote.

An important additional provision in the Zoning Ordinance (Section 90-905) does not allow residences in any Industrial district to be repaired or rebuilt if damaged beyond the state equalized value. This provision has led to the removal of residences from industrial areas



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

throughout the City. Homes in industrial districts are widely considered to be generally incompatible with industrial uses. Such homes typically become rentals and are neglected. Many mortgage companies will not lend to prospective purchasers for such homes. By rezoning the three homes to R-2 Single Family Residential, they may freely transfer unencumbered to future owners.

The City of Wyoming Land Use Plan was adopted in 2006 (see attached). The Plan acknowledges the single family residences along Roys Avenue and the Industrial use which surrounds them. Rezoning of these three residences to R-2 Single Family Residential would conform with the recommendation of the Land Use Plan.

The proposed rezoning would match the existing use of the properties and bring them into conformance with the Zoning Ordinance provisions. The ability to sell the properties unencumbered promotes economic strength. The continued use of the residences promotes social equity. Environmental quality is not a factor with this rezoning. The proposed rezoning conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council approval of the rezoning request. No public comments were provided at the hearing.

Respectfully submitted,



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Timothy Cochran, City Planner  
Planning and Development Department

cc: Curtis Holt, City Manager  
Rebecca Rynbrandt, Director of Community Services



NORTHERN CONCRETE PIPE INC  
2691  
CHICAGO DR SW

HOP FAMILY LMTD PARTNERSHIP  
2696  
CHICAGO DR SW

STUTZ, ENEE W & KOOMAN, MARTIN JR  
2215  
ROYS AVE SW

PRATHER, NICHOLAS R  
ROYS AVE SW

HOP FAMILY LLC  
2712  
CHICAGO DR SW

SEPULVEDA, JULIO & CARMEN T  
2289  
ROYS AVE SW

GALLOWAY ELIZABETH G TRUST  
2275  
ROYS AVE SW

BUHK, RANDALL P  
2293  
ROYS AVE SW

RANDAZZO, MARCO  
2305  
ROYS AVE SW

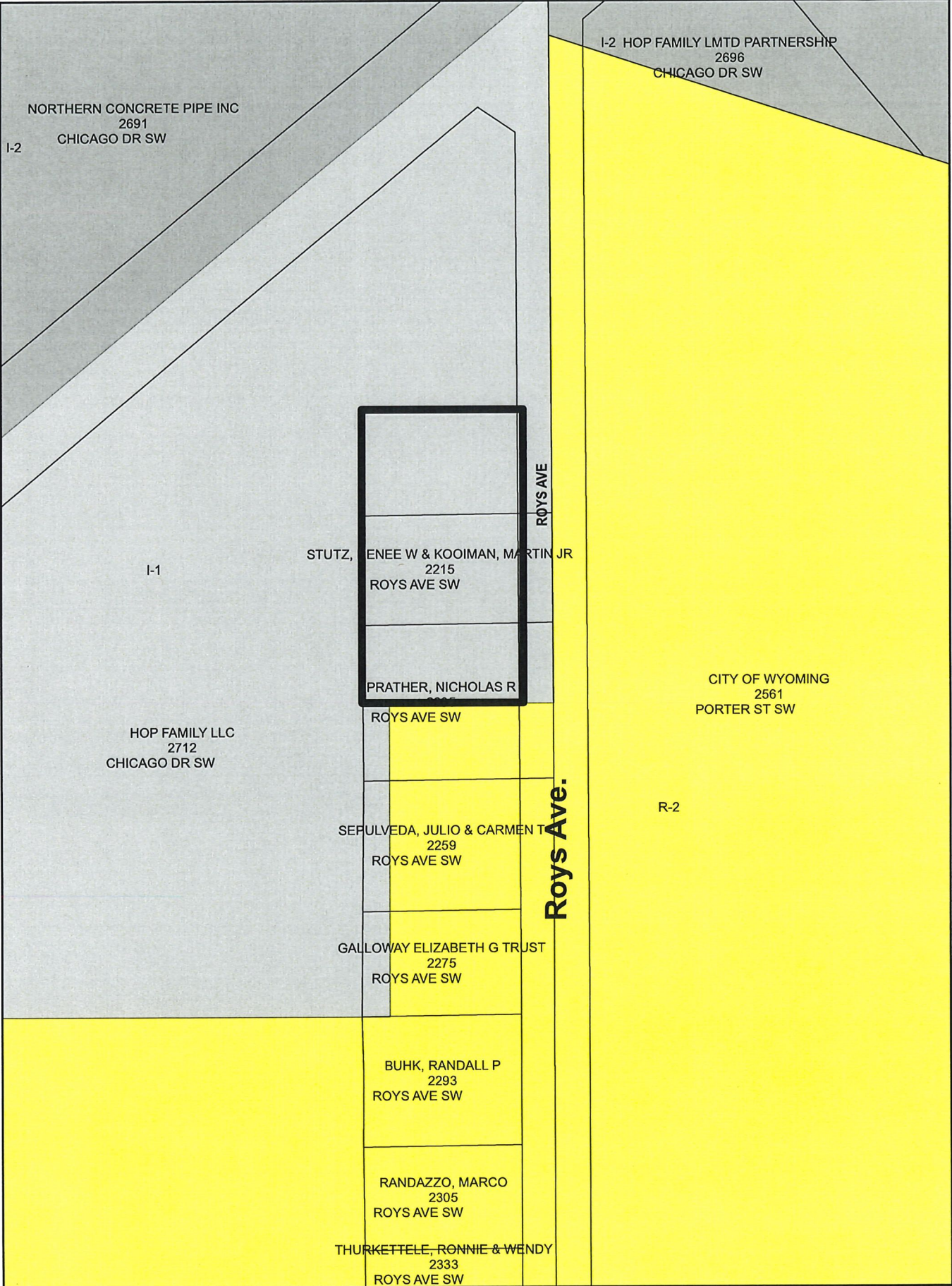
THURKETTLE, RONNIE & WENDY  
2303  
ROYS AVE SW

CITY OF WYOMING  
2661  
PORTER ST SW

ROYS AVE

Roys Ave.





I-2  
NORTHERN CONCRETE PIPE INC  
2691  
CHICAGO DR SW

I-2 HOP FAMILY LMTD PARTNERSHIP  
2696  
CHICAGO DR SW

I-1

STUTZ, ENEE W & KOOIMAN, MARTIN JR  
2215  
ROYS AVE SW

ROYS AVE

PRATHER, NICHOLAS R  
ROYS AVE SW

CITY OF WYOMING  
2561  
PORTER ST SW

HOP FAMILY LLC  
2712  
CHICAGO DR SW

R-2

Roys Ave.

SEFULVEDA, JULIO & CARMEN T  
2259  
ROYS AVE SW

GALLOWAY ELIZABETH G TRUST  
2275  
ROYS AVE SW

BUHK, RANDALL P  
2293  
ROYS AVE SW

RANDAZZO, MARCO  
2305  
ROYS AVE SW

THURKETTELE, RONNIE & WENDY  
2333  
ROYS AVE SW

**FUTURE LAND USE  
CITY OF WYOMING LAND USE PLAN 2020**

