

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, SEPTEMBER 17, 2018, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Councilmember Kent Vanderwood

*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 September 4, 2018 Regular Meeting, the September 4, 2018 Closed Session and the September 10, 2018 Work Session

**7) Approval of Agenda**

**8) Public Hearings**

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

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

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. 31 – To Appropriate an Additional \$186.44 of Budgetary Authority and Recognize Related Grant Revenue for the HUD Community Development Block Grant Related to a Correction Made at the End of Fiscal Year Ending June 30, 2018

**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 Nancy Hockstra as a Member of the Parks and Recreation Commission for the City of Wyoming
- b) To Confirm the Reappointment of Sam Bolt as a Member of the Retirement Board for the City of Wyoming
- c) To Authorize Members of the City Council to Attend the Government Matters Annual Legislative Luncheon

**15) Resolutions**

- d) For Election to Comply with Section 4 of Public Act 152 of 2011
- e) To Approve Settlement of *Patterson v Wyoming*
- f) To Approve a Declaration of Release and Termination of Development Agreement and Covenant Agreement and to Authorize and Direct the Mayor and City Clerk to Sign the Release for the City
- g) To Establish the Wyoming Water System Advisory Council
- h) To Amend the Recreational Facilities Agreement Between the City of Wyoming and Pinery Park Little League
- i) To Accept Grant Funding Received Through the City of Grand Rapids – Combined Auto Theft Team Multi-Jurisdictional Task Force
- j) To Accept the Federal Emergency Management Association’s (FEMA) Assistance to Firefighters Grant (Budget Amendment No. 32)
- k) To Authorize the City Manager to Enter into a Grant Agreement with the Michigan Department of Natural Resources for a DTE Energy Foundation Tree Planting Project
- l) 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. 30)
- m) To Authorize the Mayor and City Clerk to Enter into a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. (AAAWM) in Support of Older Adult Transportation and to Authorize the Related Budget Amendment (Budget Amendment No. 29)
- n) To Authorize a Contract Amendment for Specific Home Repair Services
- o) To Authorize the Mayor and City Clerk to Execute an Agreement Amendment Between the City of Wyoming and the Salvation Army Social Services of Kent County
- p) To Approve and Authorize Signing of 2<sup>nd</sup> Amendment to Site 36 Development Agreement
- q) To Authorize the Mayor and City Clerk to Execute a Lease Agreement with Aquinas College

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

- r) To Accept a Proposal for Professional Services from SME to Assist with Soil Remediation Efforts for the CWD Ramblewood Brownfield Project and to Authorize the Mayor and City Clerk to Execute the Agreement
- s) For Award of Bid
  - 1. Three Refrigerators and One Freezer

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

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

**21) Adjournment**



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

RESOLUTION TO APPOINT NANCY HOCKSTRA AS A MEMBER OF  
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Nancy Hockstra has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2021.
3. City Council wishes to appoint Nancy Hockstra as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Nancy Hockstra as a member of the Parks and Recreation Commission of the City of Wyoming for the unexpired term ending June 30, 2021.

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 September 17, 2018.

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

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

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF SAM BOLT  
AS A MEMBER OF THE RETIREMENT BOARD  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Sam Bolt expired on June 30, 2018.
2. It is the desire of the City Council that Sam Bolt be reappointed as a member of the Retirement Board.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Sam Bolt as a member of the Retirement Board for the City of Wyoming, Michigan for the regular term ending June 30, 2021.

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 September 17, 2018.

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

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

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE  
GOVERNMENT MATTERS ANNUAL LEGISLATIVE LUNCHEON

WHEREAS:

1. The Government Matters Annual Legislative Luncheon will be held on September 18, 2018.
2. It is the desire of the City Council that Wyoming be represented at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council are hereby authorized to attend the Government Matters Annual Legislative Luncheon on September 18, 2018.
2. That Councilmembers will submit their expense reports at the conclusion of the luncheon for approval at the next regular City Council meeting.

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 September 17, 2018

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

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

RESOLUTION FOR ELECTION TO COMPLY WITH  
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby elect to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

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 September 17, 2018.

ATTACHMENTS:  
Memorandum  
Public Act 152

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

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

**PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**  
**Act 152 of 2011**

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

*The People of the State of Michigan enact:*

**15.561 Short title.**

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.562 Definitions.**

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

**15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.**

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) shall be \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage and shall be adjusted each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

**15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.**

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

**15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.**

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

**Compiler's note:** Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

**15.566 Deduction by public employer.**

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.**

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

**15.568 Exemption from act; extension; exceptions.**

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

**15.569 Noncompliance by public employer; penalty.**

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

**History:** 2011, Act 152, Imd. Eff. Sept. 27, 2011.

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

RESOLUTION TO APPROVE SETTLEMENT OF *PATTERSON v WYOMING*

WHEREAS:

1. Floyd and Darlene Patterson filed a federal lawsuit on January 8, 2018, alleging that the statements and actions of City police officers presence during the repossession of a used vehicle makes the City responsible for damage occurring during or as a result of it.
2. The City denies any wrongdoing and denies that the plaintiffs suffered any damages not compensated by other parties.
3. Settlement of the lawsuit is financially prudent because it avoids risk of judgment against the City and also avoids attorneys' fees and other costs the City would pay to try the lawsuit that could exceed the settlement amount.
4. City policies have been modified to avoid similar claims.

NOW, THEREFORE, BE IT RESOLVED:

1. The settlement of *Patterson v Wyoming*, U. S. District Court case number 1:18-cv-27, as discussed during the closed session on September 4, 2018, is approved the City's legal counsel, the City Manager, City Clerk, and City's insurer are authorized and directed to take all actions needed to effectuate that settlement.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 17, 2018.

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Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Staff Report

## STAFF REPORT

Date: September 12, 2018  
Subject: Patterson Lawsuit Settlement  
From: Scott Smith, City Attorney  
Meeting Date: September 17, 2018

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### Background:

Floyd and Darlene Patterson filed a federal lawsuit on January 8, 2018 alleging damages from a third-party's repossession of a used vehicle. City police officers were there and it is alleged their statements and actions constituted City participation in the repossession.

The City denies all allegations, denies any wrongdoing, and denies that the plaintiffs suffered any damages not compensated by other parties. However, if the plaintiffs prevailed in any way and were awarded only \$1 in nominal damages, the City would be responsible to also pay their attorney fees.

Settlement of the lawsuit eliminates the risk of City responsibility to pay damages to the plaintiffs or to pay for the plaintiffs' attorney's trial of the lawsuit. Additionally, attorneys' fees and other costs incurred by the City to try the lawsuit would likely exceed the settlement amount. Settlement therefore is the financially prudent option.

The Police Department clarified its policy regarding repossessions to avoid recurrence.

### Recommendation:

Approve the Resolution to Approve Settlement of *Patterson V Wyoming*.

### Sustainability Criteria:

Environmental Quality – Approval will not affect environmental quality.

Social Equity – Approval will not affect social equity.

Economic Strength – Approval will settle a lawsuit in a manner to avoid risk of further financial loss.

Quality Customer Service – Approval will not affect customer service, though the policy clarification will avoid similar claims.

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

RESOLUTION TO APPROVE A DECLARATION OF RELEASE AND  
TERMINATION OF DEVELOPMENT AGREEMENT AND COVENANT  
AGREEMENT AND TO AUTHORIZE AND DIRECT THE MAYOR AND  
CITY CLERK TO SIGN IT FOR THE CITY

WHEREAS:

1. As the City was developed Gezon Parkway, it entered into a December 2, 1996, Development Agreement with Rockford Development Group, L.L.C. and R.L. Adams Plastics, recorded at Liber 4008, Page 1309, to address who was responsible for constructing and paying for various related improvements (“Development Agreement”), and a July 28, 1997, Covenant Agreement with Donald R. Helmholdt and Mary E. Helmholdt, recorded at Liber 4111, Page 71, addressing similar issues (“Covenant Agreement”), both of which required certain payments and other obligations that have been fulfilled.
2. Those documents could impair clean title to property affected by them and so a title company working on an unrelated transaction is seeking their release.
3. Because all obligations under those documents are met, the proposed release would accomplish that goal without affecting any City interest.

NOW, THEREFORE BE IT RESOLVED:

1. The Declaration of Release and Termination of Development Agreement and Covenant Agreement to release any interest the City may have in or under the December 2, 1996 Development Agreement and the Covenant Agreement is approved in substantially the form attached as Exhibit A, subject to such changes as may be approved by the City Attorney, and the Mayor and City Clerk are authorized and directed to sign it for the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

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 September 17, 2018.

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

ATTACHMENTS:

Staff Report

Exhibits

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

## STAFF REPORT

Date: September 12, 2018  
Subject: Release of agreements related to Gezon Parkway development  
From: Scott Smith, City Attorney  
Meeting Date: September 17, 2018

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### Background:

As the City was developing a regional storm water system and Gezon Parkway, it entered into a December 2, 1996, Development Agreement with Rockford Development Group, L.L.C. and R.L. Adams Plastics (recorded at Liber 4008, Page 1309) to address who was responsible for constructing and paying for various related improvements and a July 28, 1997, Covenant Agreement with Donald R. Helmholdt and Mary E. Helmholdt (recorded at Liber 4111, Page 71) addressing similar issues. Both documents called for paying certain sums to the City and were recorded to ensure that payment. According to our Public Works and Treasurer staff, the obligations in those agreements are fulfilled.

We were recently contacted by a title insurance company that is working on a transaction related to some of the property described by those documents and would like to remove any effect either may have on title to that property. Because all obligations under those documents are met, the proposed release would accomplish that goal without affecting any City interest.

### Recommendation:

Approve the Resolution to Approve Declaration of Release and Termination of Development Agreement and Covenant Agreement and to Authorize and Direct the Mayor and City Clerk to Sign It for the City.

### Sustainability Criteria:

Environmental Quality – Approval will have no effect on environmental quality.

Social Equity – Approval will help clear title to property owned by others.

Economic Strength – Approval will enable a real estate transfer.

Quality Customer Service – Approval extinguishes any City interest in property after all related obligations have been met.

EXHIBIT A

DECLARATION of RELEASE and TERMINATION  
OF DEVELOPMENT AGREEMENT and  
COVENANT AGREEMENT

Date:           Effective \_\_\_\_\_, 2018

Development Agreement:

Date:           December 2, 1996

City:           City of Wyoming, Michigan

Developer:     Rockford Development Group, L.L.C., a Michigan limited liability company, and  
R.L. Adams Plastics, Inc., a Michigan corporation

Recorded:     recorded on February 10, 1997 at Liber 4008, Page 1309 of Kent County,  
Michigan Records.

Property:     See Exhibit "A" attached hereto and made a part hereof.

Covenant Agreement:

Date:           July 28, 1997

City:           City of Wyoming, Michigan

Trust:         Donald L. Helmholdt Family Trust dated April 2, 1991

Recorded:     recorded on August 5, 1997 at Liber 4111, Page 71 of Kent County, Michigan  
Records.

Property:     See Exhibit "B" attached hereto and made a part hereof.

Purpose of Agreements:

To among other things, govern the development of Gezon Parkway and the improvement of Burlingame Avenue, along with other requirements from the parties.

Based upon the records of the City, all required obligations from the respective parties to both the Development Agreement and the Covenant Agreement have been SATISFIED and there are no further obligations to be enforced by and among the parties.

To the extent the City retains, holds, owns or controls any enforceable rights against the Developer and/or Trust, or their respective successors and assigns, if any, the City RELEASES from the Development Agreement the property described on Exhibit "A" and from the Covenant Agreement the property described on Exhibit "B".

When the context requires, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the date first above written and on the date of the acknowledgement below.

**CITY OF WYOMING**

**STATE OF MICHIGAN  
COUNTY OF KENT**

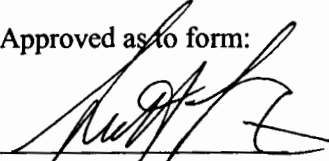
By: \_\_\_\_\_  
Jack A. Poll, Mayor

On \_\_\_\_\_, 2018, Jack A. Poll and Kelli A. Vandenberg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

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

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

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

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

**Prepared by and After Recording Return to:**

**D. Lawrence Law Firm, PLLC  
8201 Preston Road, Suite 450  
Dallas, TX 7522  
GF# 5147001051**

# EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

RECORDED  
1986  
NOV 20 10 13 13

Part of the SE 1/4 of Section 34, T6N, R12W, City of Wyoming and part of the NE 1/4 of Section 3, T6N, R12W, Byron Township, Kent County, Michigan described as: Commencing at the S 1/4 corner of said Section 34; thence S 88° 30' 29" E 471.82 feet along the South line of said Section 34 to the PLACE OF BEGINNING; thence N 00° 28' 53" W 538.10 feet parallel with the West line of said SE 1/4 of Section 34; thence N 85° 47' 23" E 882.38 feet; thence N 00° 30' 22" W 1070.72 feet to the North line, S 1/2, N 1/2, SE 1/4 of said Section 34; thence S 88° 18' 46" E 1318.88 feet along said North line to the West line of a 7.00 foot exception recorded in Liber 2604, Page 333 of Kent County Records, said West line being parallel with and 40.00 feet West of the East line of said Section 34; thence S 00° 33' 53" E 1826.68 feet along said West line; thence N 88° 30' 29" W 112.97 feet; thence S 00° 33' 53" E 150.00 feet to the South line of said Section 34; thence N 88° 30' 29" W 9.84 feet along said South line; thence S 01° 04' 56" W 280.50 feet to the North line of Consumers Power Company right-of-way; thence along said North line on the following courses: N 86° 30' 29" W 733.00 feet; thence N 69° 14' 40" W 426.85 feet; thence N 01° 29' 31" E 140.00 feet; to the South line of said Section 34; thence N 88° 30' 29" W 873.98 feet along said South line and said North line of Consumers Power right-of-way to the Point of Beginning.  
(Containing 80.008 acres more or less)

**EXHIBIT B**  
**TO COVENANT AGREEMENT**  
**(Trust Property)**

That part of the SE 1/4 and the SW 1/4 of Section 34, Town 6 North, Range 12 West, City of Wyoming, and that part of the NE 1/4 of Section 3, Town 5 North, Range 12 West, Byron Township, Kent County, Michigan, described as: Beginning at the S 1/4 corner of said Section 34; thence N00°26'53"W 1331.20 feet along the West line of said SE 1/4, thence N88°15'26"W 2434.39 feet along the South line of the S 1/2, of the N 1/2, of said SW 1/4 of Section 34; thence N00°14'59"W 264.00 feet along the East line of the West 205 feet of said SW 1/4; thence N88°15'28"W 205.00 feet to the West line of said SW 1/4; thence N00°14'59"W 119.00 feet along said West line; thence S88°15'28"E 205.00 feet parallel with the South line of said S 1/2, N 1/2, SW 1/4; thence N00°14'59"W 139.70 feet; thence N89°45'01"E 20.12 feet; thence N00°14'59"W 143.88 feet; thence S88°12'57"E 2412.14 feet along the North line of said S 1/2, N 1/2, SW 1/4 to the NW corner of said S 1/2, N 1/2, SW 1/4, thence S88°16'46"E 2637.97 feet along the North line of the S 1/2, N 1/2, SE 1/4 of Section 34; thence S00°33'53"E 1826.46 feet along the East line of said SE 1/4; thence N88°30'29"W 153.00 feet parallel with the South line of said SE 1/4; thence S00°33'53"E 160.00 feet to the South line of said SE 1/4; thence N88°30'29"W 9.74 feet along said South line; thence S01°04'56"W 280.50 feet parallel with the East line of Section 3, Town 5 North, Range 12 West; thence N88°30'29"W 733.00 feet parallel with the North line of said Section 3; thence N69°14'40"W 425.85 feet; thence N01°29'31"E 140.00 feet to the North line of said Section 3; thence N88°30'29"W 1345.80 feet along said North line to the S 1/4 corner of said Section 34; Town 6 North, Range 12 West, and the Place-of-Beginning. Excepting therefrom the West 7 feet of the East 40 feet thereof as recorded in Liber 2604 of Deeds, Page 933. Also subject to highway right-of-way over the most Easterly and Westerly 33 feet thereof. **ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:**

**Parcel 1:**

Part of the Southeast 1/4 of Section 34, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, being described as commencing at the Southeast corner of said Section 34; thence North 88 degrees 30 minutes 28 seconds West 40.03 feet along the South line of said Section 34; thence North 00 degrees 33 minutes 53 seconds West 502.72 feet along the West line of Burlingame Avenue (80 feet wide) to the Point of Beginning; thence South 89 degrees 26 minutes 07 seconds West 321.58 feet; thence Northwesterly 575.05 feet along the arc of a 400 foot radius curve to the right through a central angle of 82 degrees 22 minutes 11 seconds the long chord of which bears North 49 degrees 22 minutes 47 seconds West 526.79 feet; thence North 88 degrees 12 minutes 11 seconds West 601.60 feet; thence North 00 degrees 30 minutes 22 seconds West 1164.76 feet; thence South 88 degrees 16 minutes 46 seconds East 1318.98 feet along the North line of the South 1/2 of the North 1/2 of the Southeast 1/4 of said Section 34; thence South 00 degrees 33 minutes 53 seconds East 1483.84 feet along said West line of Burlingame Avenue to the point of beginning.

**Parcel 2:**

Part of the Southeast 1/4 of Section 34, Town 6 North, Range 12 West, City of Wyoming, and part of the Northeast 1/4 of Section 3, Town 5 North, Range 12 West, Byron Township, Kent County, Michigan being described as commencing at the Southeast corner of said Section 34; thence North 88 degrees 30 minutes 28 seconds West 153.00 feet along the South line of said Section 34, to the Point of Beginning; thence continuing North 88 degrees 30 minutes 28 seconds West 9.84 feet along the South line of said Section 34; thence South 01 degree 04 minutes 56 seconds West 280.50 feet parallel with the North and South 1/4 line of said Section 3; thence North 88 degrees 30 minutes 28 seconds West 733.00 feet along the North line of a Consumers Power Company right-of-way; thence North 69 degrees 14 minutes 40 seconds West 425.85 feet along said Consumers Power Company right-of-way; thence North 01 degree 29 minutes 32 seconds East 140.00 feet along said Consumers Power Company right-of-way; thence North 88 degrees 30 minutes 28 seconds West 873.98 feet along the South line of said Section 34; thence North 00 degrees 26 minutes 53 seconds West 538.10 feet; thence North 65 degrees 47 minutes 23 seconds East 882.38 feet; thence South 00 degree 30 minutes 22 seconds East 94.05 feet; thence South 88 degrees 12 minutes 11 seconds East 601.60 feet; thence Southeasterly 575.05 feet along the arc of a 400 foot radius curve to the left through a central angle of 82 degrees 22 minutes 11 seconds the long chord of which bears South 49 degrees 22 minutes 47 seconds East 526.79 feet; thence North 89 degrees 26 minutes 07 seconds East 321.58 feet; thence South 00 degrees 33 minutes 53 seconds East 342.72 feet along the West line of Burlingame Avenue (80.00 feet wide); thence North 88 degrees 30 minutes 28 seconds West 112.97 feet; thence South 00 degrees 33 minutes 53 seconds East 160.00 feet to the point of beginning. Subject to easements, restrictions and rights-of-way of record.

**Parcel 3:** The City Parcel more particularly described on Exhibit A to the Covenant Agreement.

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

RESOLUTION TO ESTABLISH THE WYOMING  
WATER SYSTEM ADVISORY COUNCIL

WHEREAS:

1. On June 14, 2018, the Michigan Department of Environmental Quality issued new administrative rules concerning lead and copper in drinking water.
2. Rule 325.10410(7) requires the creation of a water system advisory council by each water system serving more than 50,000 people.
3. It is the desire of the City Council to create a Wyoming Water System Advisory Council in accordance with said rules.

NOW, THEREFORE, BE IT RESOLVED:

1. Members shall hold an organizational meeting by March 4, 2019 to elect a chairperson and develop a meeting schedule for City Council approval.
2. Regular meetings of the Wyoming Water System Advisory Council shall be held in compliance with the Open Meetings Act.
3. The following individuals are appointed members of the Wyoming Water System Advisory Council. The Council will consist of five (5) members which shall have four (4) year terms, with the initial appointments staggered as follows:

- |                      |                |
|----------------------|----------------|
| 1. Jaime Fleming     | Four year term |
| 2. Jacklyn Hernandez | Four year term |
| 3. Aaron Vis         | Two year term  |
| 4. Marissa Postler   | Two year term  |
| 5. Myron Erickson    | Two year term  |

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 September 17, 2018.

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

ATTACHMENT:  
Staff Report

## STAFF REPORT

Date: September 12, 2018  
Subject: Wyoming Water System Advisory Council  
From: William D Dooley, Director of Public Works  
Meeting Date: September 17, 2018

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### **Recommendation:**

We recommend that the City Council establish a Wyoming Water System Advisory Council.

### **Sustainability Criteria:**

Environmental Quality – The Michigan Department of Environmental Quality requires that Wyoming establish a new Water System Advisory Council by December 11, 2018.

Social Equity – Recommended members of a new Wyoming Water System Advisory Council were selected by their demonstrated interest in or knowledge about lead in drinking water, as required by the Michigan Department of Environmental Quality.

Economic Strength – The proposed Wyoming Water System Advisory Council will help with the development of public educational materials about lead in drinking water, thereby maximizing the effective use of water system resources.

### **Quality Service Impact:**

The proposed Wyoming Water System Advisory Council will help keep water customers informed about the negative effects of lead in drinking water and Wyoming's efforts to address these effects.

### **Discussion:**

On June 14, 2018, the Michigan Department of Environmental Quality enacted changes the administrative rules promulgated under the *Michigan Safe Drinking Water Act, 1976 PA 399*, specifically addressing lead and copper in drinking water. Included in these new regulations, is a requirement that all water supplies serving a population of 50,000 or more, must establish a water system advisory council within 180 days (December 11, 2018). Said council must consist of at least 5 members, appointed by the community supply. Members must have a demonstrated interest in or knowledge about lead in drinking water and its effects, and at least one member must be a local resident who does not formally represent the interests of any incorporated organization. The water system advisory council will be responsible for the following:

1. Develop plans for continuing public awareness about lead in drinking water
2. Review public awareness materials provided by a statewide advisory council

3. Advise the water supply on remediation and public education plans if a lead action level is exceeded
4. Advise the water supply on the replacement of private lead service lines
5. Assist in promoting transparency of all data and documents related to lead in drinking water
6. Collaborate with community groups in educating the public about lead in drinking water

The water system advisory council is required to meet at least annually, and its meetings must comply with the open meetings act.

**Budget Impact:**

The costs associated with the activities of the Wyoming Water System Advisory Council can be financed out of the current Water Fund budget.

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

A RESOLUTION TO AMEND THE RECREATIONAL FACILITIES  
AGREEMENT BETWEEN THE CITY OF WYOMING AND PINERY PARK  
LITTLE LEAGUE

WHEREAS:

1. The City of Wyoming has entered into a Recreational Facilities Agreement with Pinery Park Little League.
2. The City wishes to maintain youth baseball and softball operations at Pinery Park.
3. The City and Pinery Park Little League desire to amend that agreement to address future operational roles and activities.
4. The extension provides two months for representatives of Pinery Park Little League and the City of Wyoming to meet and develop a future operational agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City authorizes the Mayor and City Clerk to execute the 1<sup>st</sup> Amendment to the Recreational Facilities Agreement with Pinery Park Little League.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 17, 2018.

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

ATTACHMENT:

1<sup>st</sup> Amendment City of Wyoming – Pinery Park Little League

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

**1<sup>ST</sup> AMENDMENT TO RECREATIONAL FACILITIES AGREEMENT  
CITY OF WYOMING – PINERY PARK LITTLE LEAGUE**

The Recreational Facilities Agreement dated October 5, 2015, between the City of Wyoming and the Pinery Park Little League is amended by adding the following sentence to paragraph 5 on page 2 of that Agreement:

For 2018 only, the City and PPLL shall have until the first City Council meeting in December 2018 to complete that review and take any related action following that review.

Except to the extent they conflict with the added sentence, all remaining terms and conditions of that Agreement shall remain in effect.

The City and the PPLL intend to use the added two months to address their respective concerns in a mutually acceptable manner to be documented in an Amended and Restated Recreational Facilities Agreement.

CITY OF WYOMING

PINERY PARK LITTLE LEAGUE

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

By: Mark Phillips  
Mark Phillips, President

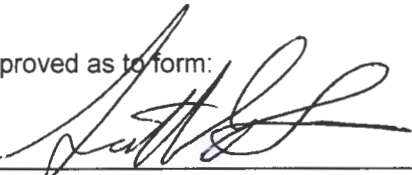
By: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

By: Robert D. Dabakay  
Robert, Dabakay

Date signed: September 17, 2018

Date signed: September 11, 2018

Approved as to form:

  
Scott G. Smith, City Attorney

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

RESOLUTION TO ACCEPT GRANT FUNDING  
RECEIVED THROUGH THE CITY OF GRAND RAPIDS  
– COMBINED AUTO THEFT TEAM  
MULTI-JURISDICTIONAL TASK FORCE

WHEREAS:

1. The City of Wyoming has requested to participate in the Combined Auto Theft Team (CATT) City of Grand Rapids Multi-Jurisdictional Task Force, as appointed by the State of Michigan Automobile Theft Prevention Authority.
2. The City of Wyoming would accept up to \$73,730.18 in grant funds designated for 50% of salary and fringe benefits for one Wyoming Public Safety Department Detective participating in the Multi-Jurisdictional Task Force.
3. That the City of Wyoming Public Safety Department is authorized to receive said grant funds from the City of Grand Rapids, where their Police Department is serving as host agency for the Multi-Jurisdictional Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief Kimberly Koster shall serve on the Board of Directors of the Task Force.
2. Rosa Ooms shall serve as the Finance Director responsible for the Wyoming Public Safety Department bi-annual financial status reports to be submitted to the City of Grand Rapids for reimbursement.

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 September 17, 2018.

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

ATTACHMENT:

Staff Report

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

## STAFF REPORT

Date: September 10, 2018  
Subject: Auto Theft Prevention Authority Grant Participation Request  
From: Captain James Maguffee  
Meeting Date: September 17, 2018

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### **RECOMMENDATION:**

I respectfully recommend that the City Council authorize the City Manager to sign a Memorandum of Agreement with the Grand Rapids and Kentwood Police Departments and accept grant funds from the Michigan Auto Theft Prevention Authority.

### **SUSTAINABILITY CRITERIA:**

Environmental Responsibility – This criterion is not significantly impacted by this decision.

Social Equity – This agreement and grant funding allows participation in a region-wide auto theft investigation team, leveraging resources to better respond to victims of these property crimes that might otherwise be triaged behind more serious offenses.

Economic Strength – This agreement and subsequent grant funding will result in us receiving 50% of the cost of a police detective working on these cases.

Customer Service – Participation on this team is a ‘force multiplier’ of sorts in that it joins the resources of our three agencies, provides for specialization and particularized training. This allows us to more fully investigate and prevent these types of cases. Were we to not do this and investigate auto theft cases solely on our own, it is likely these investigations could not be as thorough, easily linked to other cases or even solved at the same rate. In short, this allows us to deliver better service to victims of auto theft and related offenses.

### **DISCUSSION:**

This agreement is the basis of our participation on CATT – the Combined Auto Theft Team – a regional multi-jurisdictional law enforcement team that focuses on auto theft and related criminal offenses. The arrangement allows for the combining of resources, training, and skills of investigators from our three agencies to better investigate and prevent these crimes. This is not a new arrangement; we have participated on this team for many years.

This is just one of several task force relationships we participate in. They are a tremendous benefit toward effective and efficient investigation and prevention of crime. This particular grant pays for 50% of a police investigator’s time spent on auto theft and related offenses (including the cost of benefits). This grant period could result in up to \$73,730.18 in funding.

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

RESOLUTION TO ACCEPT  
THE FEDERAL EMERGENCY MANAGEMENT ASSOCIATION’S (FEMA)  
ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS:

1. The Department of Public Safety’s Fire Service applied for and received a grant through the Federal Emergency Management Association’s (FEMA) Assistance to Firefighter Grant (AFG) in the amount of \$138,573.00.
2. The City of Wyoming will agree to provide matching funds in the amount of \$13,857.00.
3. The grant will be used to obtain critically needed resources to equip and train emergency personnel with equipment that allows the department to meet National Fire Protection Association Standards when responding to emergency events, enhance operational efficiencies, foster interoperability, and support community resilience.
4. Acceptance of the grant requires the City to submit semi-annual financial and performance reports to FEMA, Firefighters Grant (AFG).
5. It is recommended the City Council accept FEMA’s Assistance to Firefighters Grant in the amount of \$138,573.00.
6. Budgeted funds will be transferred from the current budget in account number 101-337-33800-975.000 Fire – Buildings – Capital Outlay for the matching funds of \$13,587.00. However, a budget amendment is needed.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the Federal Emergency Management Association’s (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$138,573.00
2. The City Council approves the required payment of 10% matching funds in the amount of \$13,857.00
3. The City Council does hereby authorize Chief Kimberly Koster to serve as Program Director.
4. The City Council does hereby approve 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 September 17, 2018.

ATTACHMENTS:

Staff Report  
Budget Amendment

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

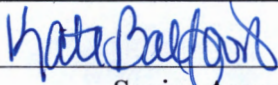
**Date: September 17, 2018**

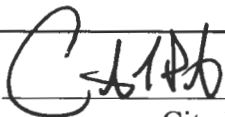
**Budget Amendment No. 032**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$138,573.00 of additional budgetary authority and recognize the associated grant revenue to be received from the Federal Emergency Management Association (FEMA) Assistance to Firefighters grant as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Federal Grants - FEMA Grant Revenue				
101-529.000	-	138,573.00		138,573.00
Fire - Buildings - Capital Outlay				
101-337-33800-975.000	21,552.00		13,857.00	7,695.00
Fire - Fighting - Capital Outlay				
101-337-33900-975.000	-	152,430.00		152,430.00
Balance/Working Capital (Fund 101)		-	-	

Recommended:   
Senior Accountant

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2018-2019 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

## STAFF REPORT

DATE: September 6, 2018  
SUBJECT: FEMA Grant Acceptance  
FROM: Deputy Fire Chief Dennis Van Tassell  
MEETING DATE: September 10, 2018

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### RECOMMENDATION:

It is recommended that the City Council approve the receiving of a grant through the Federal Emergency Management Association (FEMA) through the AFG system. The grant money received through FEMA totals \$138,573.00. The City of Wyoming must match \$13,857.00 to receive total funding. The total grant process is \$152,430.00.

### SUSTAINABILITY CRITERIA:

Environmental Quality – Does not significantly impact this criterion.

Social Equity – The Wyoming Fire Department is an all hazards response fire department. This recommendation will provide equipment that shall ensure that the department is able to respond to varying types of emergencies with equipment that ensures National Fire Protection Association (NFPA) compliance. The variety of equipment includes necessary equipment to conduct awareness and operational level response for automobile extrication, workplace accidents, confined space events, structural collapse incidents, trench rescue, hazardous materials events, and rope rescue events.

Economic Strength: The Wyoming Department of Public Safety Fire Bureau is committed to providing excellent customer service. This additional equipment will be purchased by utilizing AFG grant funding that was granted through a Federal funding source (FEMA). The City of Wyoming is responsible to match 10% of the money granted. The grant money received through FEMA totals \$138,573.00. The City of Wyoming must match \$13,857.00 to receive total funding. The total grant process is \$152,430.00.

### DISCUSSION:

In 2017 the City of Wyoming Public Safety Department Fire Bureau wrote a grant to purchase equipment that ensures that when the department responds to all hazards, it is utilizing NFPA compliant equipment. The grant was written following National Fire Protection Agency (NFPA) standards that were created for specialized response criteria. The equipment that will be purchased is hard equipment that will have a multi-year life-span. The equipment will be capable of being utilized the entire lifetime of the Heavy Rescue apparatus that was purchased for this specific response parameter in 2017.

Prior to application for this grant, previous vendors for the Fire Bureau and City of Wyoming were contacted for cost estimates for the specific equipment sought. The Fire Bureau recommends that the FEMA AFG grant is accepted with the listed matching funds to ensure that the department responds to a wide variety of hazards with equipment that ensures fire fighter and citizen safety; as well as ensuring NFPA compliance.

## BUDGET IMPACT:

The Wyoming Public Safety Department Fire Bureau wrote and received a grant through the Federal Emergency Management Association (FEMA). The grant was received through the AFG system. Due to the parameters of the granting system, the City of Wyoming is responsible to match 10% of the money granted. The grant money received through FEMA totals \$138,573.00. The City of Wyoming must match \$13,857.00 to receive total funding. The total grant process is \$152,430.00.

Budgeted funds will be transferred from the current budget in account number 101-337-33800-975.000 Fire – Buildings – Capital Outlay for the matching funds of \$13,587.00. However, a budget amendment is needed.

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

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES FOR A DTE ENERGY FOUNDATION TREE PLANTING PROJECT

WHEREAS:

1. The City continues to recover from extensive loss of trees within its park system from tornadoes, straight line winds, and other extreme weather events.
2. The City desires to assist in reforestation of the park system with approximately 20 trees of diverse species.
3. The Michigan Department of Natural Resources through its DTE Energy Foundation Tree Planting Grant Program has offered the City a grant of \$1,750.00 to assist in this reforestation.
4. The City has programmed \$5,915.00 in matching funds in the FY 2019 Community Services Parks & Recreation Department's budget in account 208-752-75600-987.151.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the City Manager to sign the grant agreement and any related forms as 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 September 17, 2018.

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

ATTACHMENTS:

Staff Report

Grant Documents

## STAFF REPORT

Date: September 4, 2018

Subject: DTE Energy Foundation Tree Planting Grant

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: September 17, 2018

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### **RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to enter into an agreement with DTE Energy Foundation to obtain a grant to supplement the planting of 20 diverse trees within the park system and to sign any related forms necessary to receiving the funds and completing the grant requirements.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality – The installation of trees will contribute to the reforestation of City parks.

Social Equity – The enhancement of the public parks promotes wide spread community use.

Economic Strength – Quality public parks contribute to the overall community's vitality and desirability.

### **DISCUSSION:**

Following several years of storm damage related to tornadoes, straight line winds, flooding and other severe weather, Community Services/Parks and Recreation has been replacing trees within the park system in efforts to promote tree canopy biodiversity and reforestation. The City replacement of these trees has been supported with the assistance of grants. Currently, City staff desires to plant 20 trees of diverse species and 3 - 4 inch caliper. We recently applied for, and were awarded, a DTE Energy Foundation Tree Planting Grant for \$1,750.

### **BUDGET IMPACT:**

The grant will provide up to \$175 for each tree planted. The total project cost is estimated at \$7,665. The \$5,915 in matching funds is available in the FY 2019 Parks & Recreation budget account 208-752-75600-987.151. No budget amendment is necessary. Related revenue will be posted in the budget account number 208-676.017, titled Reimbursements DTE Tree Payment.

###



DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM



GRANT AGREEMENT

Issued under authority of Part 5 of Act 451, P.A. 1994, as amended, subject to the provisions of the law and the conditions herein contained. DTE Energy Foundation Tree Planting Grant Program grants are awarded to the organizations named herein.

Table with 3 columns: Grant Information, Contact Information, and Financials. Includes fields for Legal Name of Grantee, Grant Number, Grant Amount, Street Address, Federal I.D. Number, Ending Date, City, State, ZIP, Grantee Contact Name, Grantee Contact Email, and Grantee Telephone Number.

Table with 3 columns: FINANCIAL BREAKDOWN OF ESTIMATED PROJECT COSTS, DTE FUNDS AWARDED (MAX. 50% OF PROJECT), and LOCAL MATCH\* (MIN. 50% OF PROJECT). Rows include PERSONNEL, FRINGES, VOLUNTEER, TREES, EQUIPMENT, SUPPLIES, OTHER, CONTRACTUAL, and TOTAL.

SPECIAL CONDITIONS OF GRANT (Subject to the conditions contained in Attachment 1.) \* Ultimate match source(s) may differ from above. Allowable reimbursement rates: Balled and burlap – up to \$125/tree, Bare-root – up to \$50/tree, small containerized - up to \$45/tree, Large containerized - up to \$75/tree, seedlings – up to \$40/ 100 seedlings. Tree planting costs are not reimbursable, but may be used as match. All cash match expenses must be documented with paid receipts or invoices. All in-kind match expenses must be documented and explained on signed/dated letterhead or equivalent.

DEPARTMENT REPRESENTATIVE TO CONTACT RELATIVE TO THIS GRANT AGREEMENT:

Table with 3 columns: Name of Representative, Department Location/Office, Telephone Number, Mailing Address, City, State, Zip code, Fax Number. Includes contact info for Kevin Sayers at Lansing Division Office.

THIS GRANT AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1. This grant is subject to the conditions contained in Attachment 1 (IC 4167-9).
2. Grant reimbursement may be made upon verification of actual expenditures and in accordance with conditions listed in Attachment 1.
3. Request for payments may be made when the project has been completed, but must be received no later than 30 days after the grant period ends and in accordance with the conditions listed in Attachment 1.
4. All statements, publications or presentations concerning the grant will contain an acknowledgment of the State's participation and support and DTE Energy Foundation's participation and support. Attachment 1 provides further information.
5. The Grantee hereby assures and certifies to comply with all State and Federal laws, rules, regulations, policies, guidelines, and requirements. Also, the applicant assures and certifies with respect to the agreement that it possesses the legal authority to enter into this grant agreement.
6. This contract is not valid until it has been signed by both the grantee, and the Department's Representative. The date of the Department Representative's signature will constitute the starting date of the grant.

I, the undersigned, certify that I have read, understand, and agree to comply with this agreement and the conditions listed in Attachment 1, and have authority to enter into this agreement on behalf of Grantee.

Grantee Representative's Signature Date DNR Representative Signature Date

GRANTEE: Return two (2) Original (signed) Agreements to:

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
URBAN AND COMMUNITY FORESTRY PROGRAM
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30452
LANSING MI 48909

Approved as to form
Scott G. Smith, City Attorney
Date: 9/5/2018



# DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM TREE MAINTENANCE AGREEMENT



This information is required under authority of Part 5 of Act 451, P.A. 1994, as amended to verify information and report progress on the DTE Energy Foundation Tree Planting Grant Program.

Grant No.: DTE 18-21

This Tree Maintenance Agreement between the Michigan Department of Natural Resources (DNR) and the Grantee certifies that customary and reasonable tree care and maintenance will be performed for three (3) years on trees planted under the terms of the DTE Energy Foundation Tree Planting Program. Minimum standards for care are those criteria, instructions, and examples contained in the Forestry Handbook, Second Edition, Karl Wenger, Editor, for the Society of American Foresters, Sections 8 and 16, 1984, John Wiley and Sons, New York, New York; Michigan DNR Tree Maintenance Guidelines (IC-4108-1) and Michigan DNR Tree Maintenance Checklist (IC-4108-1A). Tree maintenance includes, but is not limited to, watering, fertilizing, pruning, trimming, mulching, staking, and removing and replacing dead or dying trees.

Upon completion of the tree planting, a list of trees planted under this project must be submitted. For each, list: month and year planted, species, diameter or height, planting location, and condition (poor, fair, good, excellent). A substitute format (i.e., database spreadsheet, computerized inventory printout, etc...) may be used with approval of the Grant Supervisor.

Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants.

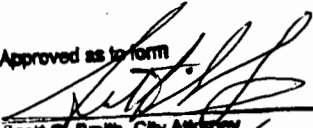
*I certify that my organization will comply with all of the above tree maintenance requirements.*

Curtis Holt, City Manager

Grantee Representative Name - PLEASE PRINT

Grantee Representative's Signature

Date

Approved as to form  
  
Scott G. Smith, City Auditor  
Date: 9/15/2018

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**CERTIFICATION REGARDING**  
**DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)**  
**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et seq.*), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 *Federal Register* (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

*(Before completing Certification, read instructions on page 2)*

**Alternative I**

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about –
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

City of Wyoming, 1155 28th St SW

Wyoming, Kent County, MI, 49509

Check  if there are workplaces on file that are not identified here.

City of Wyoming

Organization Name

DTE 18-21

Award Number or Project Name

Curtis Holt, City Manager

Name and Title of Authorized Representative

Signature

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled" substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



# DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM ATTACHMENT 1



Issued under authority of Part 5 of Act 451, P.A. 1994 as amended, to provide information regarding terms and conditions of DTE Energy Foundation Tree Planting grants. Subject to the provisions of the law and conditions herein contained.

In this Attachment, the State of Michigan, Department of Natural Resources, Forest Resources Division is referred to as the Department. Acting for the State is the Grant Officer, Bill O'Neill, referred to as the State. The Grant Supervisor is Kevin Sayers.

## SECTION 1 - GRANT

This grant consists of the Grantee's DTE Energy Foundation Tree Planting Grant Application and Information, DTE Energy Foundation Tree Planting Grant Agreement, DTE Energy Foundation Tree Planting Grant Program Grant Agreement Attachment 1, and written and oral instructions from the Supervisor.

## SECTION 2 - COMPENSATION AND METHOD OF PAYMENT

The State agrees to reimburse the Grantee for authorized expenditures as listed in the DTE Energy Foundation Tree Planting Grant Application and Information upon verification of actual, eligible expenditures and match obligation. This sum is not to exceed the actual costs or grant award amount, whichever is less.

Request for payments may be made when the project has been completed, but must be received no later than 30 days after the grant period ends. Full payment will be made upon completion of the project and compliance with State reporting and auditing requirements. Failure to meet these deadlines may result in non-reimbursement to the Grantee.

## SECTION 3 - REPORTING AND AUDITING REQUIREMENTS

As well as conferring with the DNR Supervisor, the Grantee will file a final financial and program report. The reports will be submitted upon completion of the project. The reports shall specify total expenditures, broken down as to the federal portion and the Grantee's share of costs. Total expenditures will be broken down by major budget categories. Reports will be accompanied by documentation showing that the charges are for allowable purposes and that the expenditure listings are accurate and suitable for audit. In addition to the summary documentation submitted to the Department, the Grantee will keep complete financial records such that all charges, whether paid from grant funds or from the Grantee's matching funds, can be readily traced to their origins. Basic documents required to be maintained for audit include purchase orders, vouchers authorizing payments, time records for individual employees' and volunteers' hours charged to this program.

The Grantee's progress report(s) will be submitted on forms supplied by the Department. Supplementary information summarizing accomplishments will be included in narrative form. The project and related reports are subject to audit by both the Department and DTE Energy Foundation. This may include both financial audits and site visits.

## SECTION 4 - ADMINISTRATION OF GRANT, CHANGES

From time to time, changes may be needed in the scope of the project and the grant. All changes must be approved by the

Grant Supervisor. Changes must be in writing and approved in advance.

## SECTION 5 - STANDARDS OF WORK

In determining whether or not the Grantee has performed its obligations, it is agreed and understood that the Grant Officer shall rely on the evaluation of the Supervisor. The Grant Officer or the Supervisor may issue written or oral instructions. Any instructions that affect the scope of work, price, period of performance, or any other provision of the Grant must be in accordance with specific provisions of the Grant. The Grantee agrees that the performance of the services under this Grant shall be performed to high professional standards.

## SECTION 6 - CANCELLATION

Cancellation of the Grant by the State may be for: (a) default by the Grantee, or (b) lack of further need for the service at the location named in the Grant. Default is defined as the failure of the Grantee to comply with any term or condition of this Grant. In case of default by the Grantee, the State may cancel the Grant immediately and procure the services from other sources. The State can make payment up to 20% of the grant award for any reimbursable, non-cancelable expenditures that have been completed to the satisfaction of the Grant Supervisor and complies with other grant requirements.

In the event the State no longer needs the service specified in the Grant due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the State may cancel the Grant by giving the Grantee written notice of such cancellation thirty (30) days prior to the date of cancellation. The Grantee can request reimbursement for reasonable non-cancelable expenditures made prior to the date of the written notice of cancellation that have been completed to the satisfaction of the Grant Supervisor and complies with other grant requirements.

## SECTION 7 - DISPUTES

Except as otherwise provided for in this Grant, any dispute arising under this Grant which is not disposed of by agreement shall be decided by the Grant Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy to the Grantee. The decision of the Grant Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Grantee mails or otherwise furnishes to the Grant Officer a written appeal. Pending final decision of disputes, the Grantee shall proceed diligently with the performance of this Grant and in accordance with the Grant Officer's decision.

## SECTION 8 - OFFICIALS NOT TO BENEFIT

No member of the Legislature of the State of Michigan or any individual employed by the State shall be allowed any share or part of this Grant, or to any benefit that may arise.

### SECTION 9 - COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Grant, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Grant. For breach or violation of this warranty, the State shall have the right to annul this Grant without liability or, in its discretion, to deduct from the Grant price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

### SECTION 10 - INDEPENDENT CAPACITY OF GRANTEE

The parties agree that the Grantee, in the performance of this Grant, shall act in an independent capacity and not as officer, employee, or agent of the State and shall assure any and all obligations from liability that may arise out of or in connection with this grant.

### SECTION 11 - ASSIGNABILITY

This Grant is not assignable by the Grantee, either in whole or in part.

### SECTION 12 - INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work required under this Grant shall be performed by the Supervisor, the Grant Officer, or such person as he/she may duly authorize in writing.

### SECTION 13 - GRATUITIES

- a. The State may, by written notice to the Grantee, terminate the right of the Grantee to proceed under this Grant if it is found, after notice and hearing, by the Grant Officer or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Grantee, or any agent or representative of the Grantee, to any officer or employee of the State with a view toward securing a grant or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such grant; provided that the existence of the facts upon which the Grant Officer or his/her duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.
- b. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

### SECTION 14 - ACKNOWLEDGMENT OF PARTICIPATION

#### Acknowledgment of State Participation/Support and DTE Energy Foundation.

All publications or oral presentations concerning the project or this agreement will contain an acknowledgment of the State's, and DTE Energy Foundation's participation and support, unless either requests in writing that their participation and support not be acknowledged.

All publications or oral presentations concerning the project or this agreement will contain an acknowledgment of DTE Energy Foundation's participation and support.

Where appropriate, this credit line should be used for news releases, publications, reports, and other communications:

*"This (tree planting project) was supported, in part, by a grant from the Michigan Department of Natural Resources, Urban and Community Forestry program and the DTE Energy Foundation."*

Where appropriate, project signs or other information placards should acknowledge Department and DTE Energy Foundation support. Specific wording will be determined by the Grantee and Grant Supervisor.

### SECTION 15 - NONDISCRIMINATION

In connection with the performance of work under this Grant, the Grantee agrees as follows:

- a. In accordance with Act. No. 453, Public Acts of 1976, the Grantee agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Grant.
- b. The Grantee agrees that any and all subcontracts to this Grant, where a portion of the work set forth in this Grant is to be performed, shall contain a covenant the same as set forth in paragraph a.
- c. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, or marital status. 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.
- d. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, age, sex, height, weight, or marital status.
- e. The Grantee will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual State project.
- f. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a Grantee has not complied with the contractual obligations under this Grant, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the Grant found to have been violated, and/or declare the Grantee ineligible for future grants with the State of Michigan and its political and civil subdivisions, departments, and officers, including the governing boards of institutions in higher education, until

the Grantee complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Grantee is declared ineligible to grant as a granting party in future grants. In any case before the Michigan Civil Rights Commission in which cancellation of an existing grant is a possibility, the granting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

- g. The Grantee will comply with Act 220 of the Public Acts of 1976, the Michigan Handicapper's Civil Rights Act, and SECTION 504 of the Rehabilitation Act of 1973, P.L. 93-112, both of which prohibit discrimination against handicapped persons.

#### SECTION 16- PRICE

Prices quoted by the Grantee shall be the maximum to be charged during the Grant period; the State shall receive the benefit of any decrease in price that may occur.

#### SECTION 17 - TAXES

The State is exempt from Federal Excise Tax, and State or Local Sales Tax. Bid prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

#### SECTION 18 - INDEMNIFICATION

The Grantee shall indemnify and hold harmless the State, and its agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees arising out of, or resulting from the contracting out of and or performance of the work, which includes all labor, material and equipment required to produce the commodity, construction, and/or service required by the Grant, provided that any such claim, damage, loss, or expense

- a. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
- b. is caused in whole or in part, by any negligent act or omission of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified.

In any and all claims against the State, or any of its agents or employees by any employee of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Grant shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee or any subgrantee under worker's compensation acts, disability benefit acts, or other employee benefits acts.

The obligations of the Grantee under this Grant shall not extend to the liability of the State, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of, or the failure to give

directions or instructions by the State, its agents or employees.

#### SECTION 19 - GRANTEE'S LIABILITY INSURANCE

The Grantee shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of, or result from, the Grantee's operations under the Grant, whether such operations be by himself/herself or by a subgrantee, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefit, and other similar employee benefit act. A non-resident Grantee shall have insurance for benefits payable under Michigan's Worker's Compensation Law for any employee, resident of and hired in, Michigan; and as respects to any other employee protected by worker's compensation laws of any other state the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employee, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- e. Insurance for subparagraphs 3 and 4 non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the indemnification clause of this Grant.

#### SECTION 20 - SOURCE OF FUNDS - TERMINATION

The State's payment of funds for purposes of this Grant is subject to and conditional upon the availability of funds for such purposes, being Foundation and/or State funds. No commitment is made by the State to continue or expand such activities. The State may terminate this Grant immediately upon written notice to the Grantee at any time prior to the completion of this Grant if, in the opinion of the State, funding becomes unavailable for this service, such funds are restricted.

In the event of termination, reimbursement of reasonable non-cancelable expenditures in accordance with SECTION 6 may be provided.

#### SECTION 21 - FEES AND OTHER SOURCES OF FUNDING

The Grantee shall not seek nor obtain funding through fees or charges to any client receiving services for which the State reimburses the Grantee under this Grant. The Grantee

guarantees that any claims made to the State under this Grant shall not be financed by any source other than the State under the terms of this Grant. If funding is received through any other source, the Grantee shall delete from Grantee billings, or immediately refund to the State, the total amount representing such duplication of funding.

#### **SECTION 22 - PUBLICATION - APPROVAL AND COPYRIGHT**

The State, DTE Energy Foundation and Grantee shall have co-copyright, property, and publication rights in all written or visual material or other work products developed in connection with this Grant. It is mutually agreed that the Grantee shall have the right to publish and disseminate work products under this Grant, provided that such publication shall contain a reference to the State and Foundation as being the holder of the copyright to the work.

#### **SECTION 23 - RECORDS AND ACCOUNTS**

The Grantee shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Granting Officer to assure a proper accounting for all project funds. Such records shall be the property of the State and made available for audit.

The Grantee shall install and maintain an accounting system to identify and support all expenditures billed to the State under this Grant. The accounting system must record all income and expenses for the Grantee's total program of which services provided under this Grant are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

The Grantee shall maintain, within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, worker's compensation, and other fringe benefits. The Grantee shall establish and maintain payroll records for all employees. The Grantee, in establishing and allocating salary and wages for employees, shall support these charges by electing to establish either:

- a. An adequate appointment and workload distribution system, accompanied by monthly reviews showing the actual changes in the workload distribution of each employee (i.e., an exception reporting system); or
- b. A monthly after-the-fact certification system which requires persons in supervisory positions having first-hand knowledge of the services performed to report the distribution of effort (i.e., a positive reporting system).

#### **SECTION 24 - REVIEW AND MONITORING REPORTS**

The Grantee shall comply with all program and fiscal review reporting procedures, as are, or may be, established by the State in completion of monitoring and progress reports at time intervals and on forms specified by the State. Any additional reports as deemed necessary by the Supervisor shall be made and submitted by the Grantee upon request.

#### **SECTION 25 - EXAMINATION AND MAINTENANCE OF RECORDS**

The Grantee shall permit the State or any of its identified agents access to the facilities being utilized at any reasonable time to

observe the operation of the program. Further, the Grantee shall retain all books, records, or other documents relevant to the Grant for six years after final payment, at his/her cost, and federal auditors and any other duly authorized by the State shall have full access to, and the right to examine and audit, any of the material during the period. If an audit is initiated prior to the expiration of the six year period, and extends part that period, all documents shall be maintained until the audit is completed. The State shall provide findings and recommendations of audits to the Grantee. The State shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Grantee in the period prior to the audit. If no payments are due and owing the Grantee, the Grantee shall immediately refund all amounts which may be due the State. The Grantee shall assure, as a condition of any sale or transfer of ownership of the Grantee agency, that the new purchasers or owners maintain the above described books, records, or other documents for any unexpired portion of the six year period after final payment under this Grant or the Grantee shall otherwise maintain the records as the State may direct. The Grantee shall, if he/she ceases business operations, maintain the records as the State may direct.

#### **SECTION 26 - COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS**

The Grantee will comply with all State and Federal laws, rules, regulations, policies, guidelines, and requirements.

#### **SECTION 27 – SUSPENDED AND DEBARRED PARTIES:**

##### **Subawards to debarred and suspended parties.**

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) as any tier to any party which is debarred, suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." List of debarred parties: <https://www.sam.gov/portal/public/SAM/>.

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 fund the addition of piece of fitness equipment, specifically an elliptical, at the WSC for the purpose of programming support. This elliptical may be purchased at a value of \$3,799.99.
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 an increase in the WSC Project Costs account 208-752-75800-967.000 must be authorized by the City Council and the FY 2019 budget amended.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the donation of \$3,799.99 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 September 17, 2018.

ATTACHMENTS:  
Budget Amendment  
WSFC Correspondence

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

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



**RECEIVED**  
BY NMB DATE 8/23/18

August 15, 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 has voted in the affirmative to approve the Club's Finance Committee's unanimous recommendation to purchase and donate a new elliptical (Vision S70 Suspension Elliptical) for a total cost of \$3,799.99 to the Wyoming Senior Center, 2380 DeHoop Ave SW.

If you have any questions, please feel free to contact me.

Sincerely,



Jack Lowe, President  
Wyoming Senior Fellowship Club

# Quote



070618165253729

West Michigan Bike & Fitness of Kentwood  
2830 East Paris  
Kentwood, MI 49512  
Phone: (616) 942-1880  
<http://westmichiganbike.com>  
[info@westmichiganbike.com](mailto:info@westmichiganbike.com)

**Bill To**

WYOMING SENIOR CENTER  
CHAD BOPRIE

**Ship To**

WYOMING SENIOR CENTER  
CHAD BOPRIE  
Phone1: (616) 530-3190

**Date:** 07/06/2018  
**Sales Person:** Evert Klomp III

Description	Item Number	MSRP	Price	Qty	Extended
VISION S70 SUSPENSION ELL	VIS29173740L	\$4,999.99	\$3,799.99	1	\$3,799.99
LABOR - DELIVER NEW TREAD	LAB22319432T	\$149.99	\$0.00	1	\$0.00
<b>Subtotal:</b>					<b>\$3,799.99</b>

Tax ~~\$228.00~~  
Shipping: \$0.00  
**Total: \$4,027.99**  
Amount Due: \$4,027.99  
Total Savings: \$1,349.99

Vision S70 suspension Elliptical  
Free Setup and Delivery  
Commerical Warranty  
Frame Lifetime  
Commercial Warranty - Parts 5 years  
Commercial Warranty - Labor 2 years  
Generator Lifetime  
This unit is also self Generated if you want it to be so it can be placed anywhere without an outlet

**\$3,799.99**

Thank You For Your Business!

Prices are subject to change, we honor quote pricing for 14 days from the date of the quote

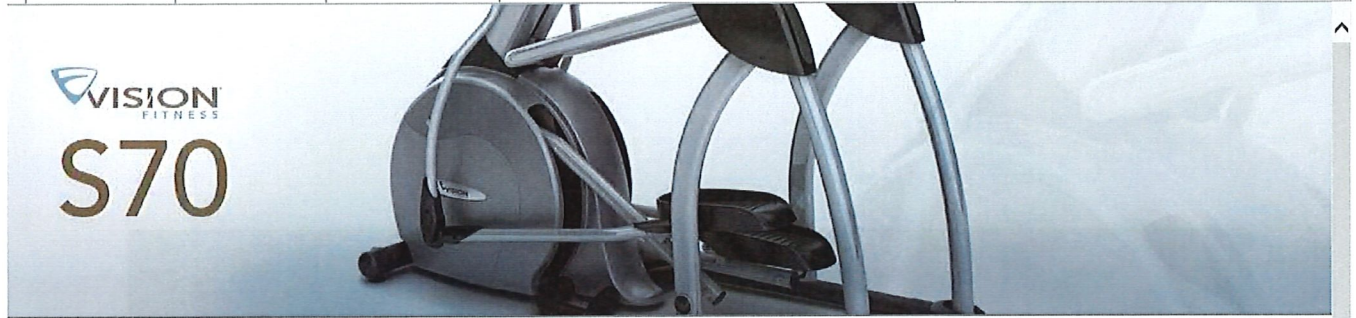
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Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A  
CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN  
MICHIGAN, INC. (AAAWM) IN SUPPORT OF OLDER ADULT TRANSPORTATION AND  
TO AUTHORIZE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAWM has an established contract to provide certain services with state and federal funding for a period of October 1, 2017 ending September 30, 2019.
3. The City of Wyoming has applied to obtain annual funding under said contract effective October 1, 2018 through September 30, 2019.
4. The Board of Directors of AAWM voted to award the City of Wyoming said contract amendment with an annual budget amount of \$13,000 to provide transportation services for older adults.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming recognizes the total awarded grant amount of \$13,000 and authorizes the Mayor and City Clerk to enter into a contract to provide services by accepting such funding from the AAWM
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                      No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 17, 2018.

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

ATTACHMENTS:

Budget Amendment  
Staff Report  
Contract Amendment  
Memorandum

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

**CITY OF WYOMING BUDGET AMENDMENT**

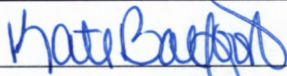
**Date: September 17, 2018**

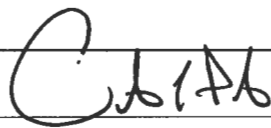
**Budget Amendment No. 029**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$13,000.00 of budgetary authority and recognize the associated grant revenue to be received from the Area Agency on Aging of Western Michigan, Inc (AAAWM) grant in support of Older Adult Transportation as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Parks and Recreation Fund</u></b>				
AAA Transportation Grant Revenue (Project: AAA Trans.2019.001 Rev)				
208-522.000	4,617.00	13,000.00		17,617.00
Parks & Recreation-Senior Center - Other Services Go Bus Tickets (Project: AAA Trans.2019.Exp)				
208-752-75800-956.200	8,494.03	13,000.00		21,494.03
Balance/Working Capital (Fund 208)		<u>                    </u> <u>                    </u>	<u>                    </u> <u>                    </u>	

Recommended:   
Senior Accountant

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2018-2019 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

## STAFF REPORT

Date: September 4, 2018

Subject: Contract & Grant Award for Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

Cc: Eric Tomkins, Recreation Supervisor; Chad Boprie, Recreation Programmer II

Meeting Date: September 17, 2018

---

### RECOMMENDATION:

It is recommended that the City Council approve a contract with the Area Agency on Aging of Western Michigan to provide older adult transportation assistance. The contract includes a grant award in the amount of \$13,000 to provide for the continuance of the Wyoming Senior Center's (WSC) Older Adult Transportation Assistance Program.

It is additionally recommended that the City Council approved the Business Associate Agreement to facilitate compliance with federal Privacy and Security Rules and with the HITECH Amendment to HIPPA (Health Insurance Portability and Accountability Act of 1996).

### SUSTAINABILITY CRITERIA:

Social Equity – This program works to assure reliable transportation for adults 60 years of age and older who have limited economic means, are disabled, and are socially isolated.

Economic Strength – Through grant support, we will be able to subsidize over 8,000 Go! Bus rides for area older adults. Program participant's use tickets to attend the Wyoming Senior Center and to perform activities of daily living and contribute to the local economy. Participant surveys indicated that Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

Environmental Quality – Access to programming through the WSC, provides a safe, structured and engaging environment for participants.

Quality Service – Ability to engage, be transported to and from community resources, medical appointments, health, wellness and social programs as a result of this funding will further the mission of both the Community Services Departments' Parks and Recreation service area and the City of Wyoming as a whole, including the commitment to quality customer service.

**DISCUSSION:**

Our application for continuation funding in support of senior citizen transportation needs has met with success. Area Agency on Aging of Western Michigan (AAAWM) Board of Directors voted in favor of granting a contract amendment ensuring continuation funding for Fiscal Year 2019 in support of our Go! Bus subsidized ticket program. The contract presented here an annual award of \$13,000.

Older Americans Act dollars which funds this program become available October 1, 2018. We were pleased that the program's merits and the vital service it provides to area older adults continue to be recognized by the AAWM. This innovative program is one of many such programs offered by the Community Services' Parks and Recreation Department in support of area older adults and is administered out of the Wyoming Senior Center.

**BUDGET IMPACT:**

An additional \$13,000 will be leveraged to provide for transportation services for older adults. The attached budget amendment has been prepared by the Finance Department.

###

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan non-profit Corporation, and City of Wyoming (Service Partner), a Michigan municipality, entered into Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the three year period ending September 30, 2019. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of July 23, 2018, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2018 through September 30, 2019, as provided in the Contract of October 1, 2016, shall not exceed **\$13,000.00 (Thirteen thousand and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2018 through September 30, 2019, as specified in the Contract of October 1, 2016, shall be not less than **\$1,444.00 (One thousand four hundred forty-four and 00/100 dollars)**.
4. That Service Budget, Attachment I-A, is deleted and Service Budget, Attachment I-A, dated August 21, 2018, is added.
5. That Older Americans Act Funding Distribution (Attachment II) is deleted and Older Americans Act Funding Distribution (Attachment II) dated July 23, 2018 is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.  
A MICHIGAN NONPROFIT CORPORATION

By: Jackie O'Connor  
Jackie O'Connor, Executive Director  
Area Agency on Aging of Western Michigan

8.27.18  
Date

By: \_\_\_\_\_  
Person Authorized to Sign for Service Partner  
Name: Jack A. Poll  
Title: Mayor

Approved as to form  
Scott G. Smith  
Scott G. Smith, City Attorney  
Date: 9/5/2018

# UNIT RATE BUDGET FORM

*Older Americans Act FY19*

OAA 51.98 - FY19.1

Attachment I-A

Service Partner: Wyoming, City of

Service: Transportation - Public

Date: 08/21/2018

Prepared by: Chad Boprie

## Unit Rate Budget

I. Funding Summary:	
Federal Funds	\$13,000
One-time Federal Funds	
State Funds	\$0
One-time State Funds	
<b>TOTAL AAAM FUNDS AWARDED</b>	<b>\$13,000</b>
Minimum Number of Units to be Provided	3,571
Estimated Number of Clients Who Will Receive Service	80

II. Total Per Unit Cost: Please explain program costs, lines 1-4, in the narrative below.	
1 Administration & Fundraising Expenses	\$0.54
2 Direct Service Cost	\$0.00
3 Equipment & Supplies	\$0.00
4 Other (Occupancy, Communication, etc.)	\$3.50
<b>5 Total Cost BEFORE Match:</b>	<b>\$4.04</b>
6 Less 10% Unit Match	\$0.40
<b>7 Unit Rate to be Paid by AAAM to Service Partner:</b>	<b>\$3.64</b>
Does line 7 equal line 8?	<b>YES. Continue to Other Resources.</b>
<b>8 Contracted Unit Rate:</b>	<b>\$3.64</b>

III. Other Resources:	
9 Projected Program Income	\$6,249
10 Projected Cost Share	\$0

IV. Match Required:		\$1,444
Source of Cash Match:	Amount	Source of In-Kind Match:
	\$0	City of Wyoming
	\$0	
	\$0	
<b>Total Local Cash Match:</b>	<b>\$0</b>	<b>Total Local In-Kind Match:</b>
	<b>\$1,444</b>	
<b>Total Match:</b>		<b>\$1,444</b>
Is Total Match equal to or greater than Match Required listed above?	<b>YES. Continue to Cost Narrative.</b>	

# UNIT RATE BUDGET FORM

Older Americans Act FY19

## V. Program Cost Narrative

Complete the following budget narrative describing the basis for expenditures in each category.

**1. Administration & Fundraising:**

\$.54 represents the administrative time put in taking phone calls and managing tickets.

**2. Direct Service Cost:**

N/A

**3. Equipment & Supplies:**

N/A

**4. Other:**

\$3.50 represents the amount we pay for tickets.

**Attachment II**

**Contract No. 51.98 - FY19.1**

Area Agency on Aging of Western Michigan  
Older Americans Act Funding Distribution  
October 1, 2018 – September 30, 2019

Funding as of: July 23, 2018

**City of Wyoming**

<b>Service</b>	<b>Source</b>	<b>CFDA</b>	<b>Award</b>
Transportation - Public	IIIB	93.044	\$13,000
<b>Total Funding</b>			<b>\$13,000</b>

EFFECTIVE DATE: Oct. 1, 2018

**AUTHORIZATION OF SIGNATURE FOR SERVICE AND FINANCIAL REPORTS FOR AAAWM  
FUNDED PROGRAMS**

1. Name and Address of Service Partner:

City of Wyoming

1155 28th St SW

Wyoming, MI 49509

**Signatures of individuals authorized to sign service reports and financial reports**

2. Signature/Typed Name and Title:

a)	b)
Name Rosa Ooms	Name Rebecca Rynbrandt
Title Finance Director	Title Director of Community Services
c)	d)
Name Kate Balfourt	Name Melissa Specht
Title Accountant	Title Office Specialist
e)	f)
Name Nancy Bazan	Name Eric Tomkins
Title Accountant	Title Recreation Supervisor

3. I certify that the signature(s) above is(are) of the individual(s) authorized to sign service reports and financial reports.

\_\_\_\_\_  
Signature of Service Partner Chairperson  
Jack A. Poll  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date  
Mayor  
\_\_\_\_\_  
Title

**Note:** The submitted form is valid until AAAWM is notified of any changes regarding persons authorized to sign service and financial reports. **It is the Service Partner's responsibility to notify AAAWM of any changes.**



The Source for Seniors

3215 Eaglecrest DR NE  
Grand Rapids, MI 49525  
616-456-5664  
888-456-5664  
Fax 616-456-5692

## **Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is being entered into between the **Area Agency on Aging of Western Michigan, Inc. (AAAWM)** (“Covered Entity”) and **City of Wyoming** (“Business Associate”) to facilitate compliance with the Privacy and Security Rules. It is also being entered into between the parties to facilitate compliance with the HITECH Amendment to HIPAA. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

### **Article 1**

#### **Definitions**

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the Privacy Rule.

##### **1.1 Business Associate**

“Business Associate” means a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information on behalf of, or provides services to, a covered entity. *The Omnibus Final Rule also defines the term “Business Associate” is that a business associate includes a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.” § 160.103.*

##### **1.2 CFR**

“CFR” means the Code of Federal Regulations.

##### **1.3 Covered Entity**

“Covered Entity” means the Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan nonprofit corporation.

##### **1.4 Designated Record Set**

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

## **1.5 Electronic Health Record**

“Electronic Health Record” (EHR) means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

## **1.6 HIPAA**

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

## **1.7 HITECH Amendment**

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

### **1.7.1 OMNIBUS Final Rule**

*“Omnibus Final Rule” means the changes to HIPAA made by the Department of Health and Human Services (DHHS) 45 CFR parts 160 and 164.*

## **1.8 Individual**

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

## **1.9 Privacy Rule**

“Privacy Rule” means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

## **1.10 Protected Health Information (PHI)**

“Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

## **1.11 Required By Law**

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

## **1.12 Secretary**

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

### **1.13 Security Incident**

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

### **1.14 Security Rule**

“Security Rule” shall mean the security standards and implementation specifications at 45 CFR Part 160 and Part 164, subpart C.

## **Article 2**

### **Obligations and Activities of Business Associate**

Business Associate agrees to perform the obligations and activities described in this Article.

**2.1** Business Associate understands that pursuant to the HITECH Amendment *and Omnibus Final Rule*, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment *and Omnibus Final Rule*, including, but not limited to, the following: Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer, Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules, Business Associates shall train its workforce regarding the Privacy and Security Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI, and Business Associate shall conduct a security risk analysis.

**2.2** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

**2.3** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule.

**2.4** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

**2.5** Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

In addition, Business Associate agrees to the following in connection with the breach notification requirements of the HITECH Amendment *and Omnibus Final Rule*:

**(a)** If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

**(b)** Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

**(c)** Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity. Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

**(d)** Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that the Plan may report breaches to the Secretary in accordance with 45 CFR 164.408.

**2.6** Business Associate agrees to ensure that any agent, including the subcontractor, to whom it provides Protected Health Information received from, or created, *or transmitted* or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic PHI.

**2.7** Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

**2.8** Business Associate agrees to make any amendment(s) to Protected Health information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526 at the written request of Covered Entity or an Individual.

**2.9** Following receipt of a written request by Covered Entity, Business Associate agrees to make internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

**2.10** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, or effective as of such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

**2.11** Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, or effective as of such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

### **Article 3**

#### **Permitted Uses and Disclosures by Business Associate**

**3.1** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities, consistent with 45 CFR 164.502(j)(1).

#### **Article 4**

##### **Obligations of Covered Entity**

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **Article 5**

##### **Term and Termination**

###### **5.1 Term**

The term of this Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

**5.2 Termination for Cause**

Upon either party’s knowledge of a material breach of this Agreement by the other party (the “breaching party”), the first party shall either:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within a reasonable time, as specified by the first party;
- (b) Immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure are feasible, the first party shall report the violation to the Secretary.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b), upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information, which shall be for a period of at least six years.

**Article 6**

**Miscellaneous**

**6.1 Notice**

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Covered Entity:

Area Agency on Aging of Western Michigan, Inc.  
Contact Person: HIPAA Privacy Officer – Suzanne Filby-Clark  
3215 Eagle Crest Drive NE  
Grand Rapids, MI 49525

Business Associate:

City of Wyoming  
Contact Person: HIPAA Privacy Officer - Kim Oostindie  
P.O. Box 905  
1155 - 28th Street SW  
Wyoming, MI 49509

**6.2 Regulatory References**

A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

**6.3 Amendment**

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the privacy and security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

**6.4 Survival**

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

**6.5 Interpretation**

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

**6.6 Successors**

This Agreement is binding on each party's legal successors.

**6.7 Indemnification**

Business Associate agrees to indemnify and hold harmless Covered Entity and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity agrees to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity, or agents of Covered Entity, in violation of this Agreement.

**6.8 No Beneficiaries**

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Area Agency on Aging of Western Michigan, Inc. ("Covered Entity")

By Jackie O'Connor Dated: 8-27-18

Its Executive Director, Jackie O'Connor

And City of Wyoming ("Business Associate")

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

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

Approved as to form  
[Signature]  
Scott G. Smith, City Attorney  
Date: 8/15/2018



3215 EAGLECREST DR. NE  
GRAND RAPIDS, MI  
49525-7005  
Ph: 616.456.5664 Fx: 616.456.5692  
1.888.456.5664  
www.aaawm.org



## Memorandum

To: Rebecca L. Rynbrandt, Director of Community Services  
City of Wyoming

From: Kendrick Heinlein, Contract Administrator *K.H.*  
Area Agency on Aging of Western Michigan

Date: August 29, 2018

Re: FY19 Older Americans Act Contract Amendment

Enclosed please find two copies of each of your FY19 OAA Contract Amendment and our HIPAA Business Associate Agreement. We are updating the HIPAA agreement with all of our partners this year. All copies must be signed and dated by the Chairperson of your Policy Board or a duly authorized person. If the chairperson is unable to sign the contract, attach a Policy Board Resolution or a copy of your organizational by-laws, which authorizes elected officers to sign or countersign official documents. Additionally, the contact person on page 8 of the HIPAA agreement must be completed, and Attachment III must be completed and signed as well.

Please return one signed, original contract amendment, as well as one signed, original HIPAA agreement to my attention and retain the other copies for your files. Services are to begin October 1, 2018, but payment for services will not be released until the signed contract is received in our office.

If you have any questions, please do not hesitate to contact me at (616) 222-7018 or KendrickH@aaawm.org. Thank you.

Enclosures

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

RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT  
FOR SPECIFIC HOME REPAIR SERVICES

WHEREAS:

1. The 2018/2019 Wyoming Community Development Block Grant (CDBG) Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. On July 1, 2018, the City of Wyoming entered into an agreement with Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities.
3. Due to an increase in the projected 2018-2019 CDBG grant award, the City Council, through the year-end budget re-appropriations process, authorized a budget amendment to increase the funding for Home Repair Services from \$76,103.00 to \$96,103.00.
4. Sufficient funds are available in the activity accounts #256-400-69218-956.085 and #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 an agreement amendment with Home Repair Services of Kent County, increasing the total contract amount from \$76,103.00 to \$96,103.00.

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 September 17, 2018.

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

ATTACHMENTS:

Staff Report

Amended Contract

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

## STAFF REPORT

Date: September 12, 2018  
Subject: Home Repair Services 2018-2019 Contract Amendment  
From: Rebecca Rynbrandt, Director of Community Services  
Cc: Joel Ruiter, Executive Director, Home Repair Services

Meeting Date: September 17, 2018

---

### RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement amendment with Home Repair Services of Kent County, increasing the total Community Development Block Grant (CDBG) award from \$76,103.00 to \$96,103.00 to provide for an increased level of home repair dedicated to minor home repair and accessibility modification programs.

The increase is consistent with the City Council authorized Budget Amendment to increase the funding for Home Repair Services. It is recommended the City Council now therefore enter into the attached amended agreement 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.

### DISCUSSION:

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. On July 1, 2018, the City of Wyoming entered into an agreement with Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities. Due to an increase in projected available 2018-2019 CDBG grant funding, the City Council, through the year-end budget re-

appropriations process, authorized a budget amendment to increase the funding for Home Repair Services from \$76,103.00 to \$96,103.00.

**BUDGET IMPACT:**

The contract is in the amount (not to exceed) \$96,103.00. Sufficient funds are available in the activity accounts #256-400-69218-956.085 and #256-400-69219-956.085.

**AMENDED 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 – **\$96,103.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$96,103.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$96,103.00**

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 **Ninety-Six Thousand One Hundred Three and 00/100 dollars (\$96,103.00)** 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 **Ninety-Six Thousand One Hundred Three and 00/100 dollars (\$96,103.00)** 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

5. 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."



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

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

WHEREAS:

1. The 2018/2019 Wyoming Community Development Block Grant (CDBG) Program approved budget includes an activity 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.
2. On July 1, 2018, the City of Wyoming entered into an agreement with The Salvation Army Social Services of Kent County, namely for rental assistance to address problems of homelessness and the need for affordable housing.
3. Due to an increase in the projected 2018-2019 CDBG grant award, the City Council, through the year-end budget re-appropriations process, authorized a budget amendment to increase the funding for The Salvation Army Social Services of Kent County from \$15,000.00 to \$20,000.00.
4. Sufficient funds are available in the activity accounts #256-400-69218-956.308 and #256-400-69219-956.308, with the amount not to exceed \$20,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement amendment with The Salvation Army Social Services of Kent County, increasing the total contract amount from \$15,000.00 to \$20,000.00.

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 September 17, 2018.

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

ATTACHMENTS:

Staff Report

Amended Agreement

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

## STAFF REPORT

Date: September 12, 2018

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

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: September 17, 2018

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### RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement amendment with The Salvation Army Social Services of Kent County, increasing the total Community Development Block Grant (CDBG) award from \$15,000.00 to \$20,000.00, to provide for an increased level of funding for short-term rental assistance as a means to prevent homelessness and provide decent affordable housing.

The increase is consistent with the City Council authorized Budget Amendment to increase the funding for The Salvation Army Social Services of Kent County. It is recommended the City Council now therefore enter into the attached amended agreement.

### 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 ten (10) 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 2018-2019 Wyoming Community Development Block Grant Program approved budget includes an activity to provide short-term rental assistance to low-income Wyoming families at risk of becoming homeless. On July 1, 2018, the City of Wyoming entered into an agreement with The Salvation Army Social Services of Kent County. Due to an increase in projected available 2018-2019 CDBG grant funding, the City Council, through the year-end budget re-appropriations process, authorized a budget amendment to increase the funding for The Salvation Army Social Services of Kent County from \$15,000.00 to \$20,000.00.

#### BUDGET IMPACT:

The contract is in the amount (not to exceed) \$20,000.00. Sufficient funds are available in the activity accounts #256-400-69218-956.308 and #256-400-69219-956.308.

#### ATTACHMENTS:

Resolution  
Agreement

**AMENDED 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 **ten (10)** 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 **TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00)**.

- 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 **TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00)** 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 **TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00)** 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 **TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00)**.

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 – **\$20,000.00**

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

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

Federal Award Project Description – 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.



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

RESOLUTION TO APPROVE AND AUTHORIZE SIGNING OF 2<sup>ND</sup>  
AMENDMENT TO SITE 36 DEVELOPMENT AGREEMENT

WHEREAS:

1. The City of Wyoming, City of Wyoming Brownfield Redevelopment Authority and Franklin Partners, L.L.C entered into a Development Agreement (the "Agreement") on October 6, 2016 for the property located 300 36<sup>th</sup> St SE, Wyoming (Site 36).
2. The option in the Agreement was amended in 2017 to now expire on October 2, 2018.
3. The City is satisfied with the efforts of Franklin Partners, L.L.C. and believes it is in the best interest of the City to again extend the option.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute the attached 2<sup>nd</sup> Amendment to the Development Agreement dated October 3, 2016 and authorizes and directs the Mayor and City Clerk to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 17, 2018.

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

ATTACHMENTS:

Staff Report

2<sup>nd</sup> Amendment to Development Agreement

## STAFF REPORT

Date: September 12, 2018  
Subject: Extension of Franklin Partners Development Agreement  
From: Megan Sall, Assistant City Manager  
Meeting Date: September 17, 2018

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### Background:

As discussed during the September 10, 2018 work session, the current agreement with Franklin Partners, L.L.C. for development of Site 36 expires on October 2, 2018. An amendment to that agreement is needed to extend its term for 1 year.

### Recommendation:

Approve the following motion:

Motion to approve the 2<sup>nd</sup> Amendment to the Development Agreement dated October 3, 2016, among the City of Wyoming Brownfield Redevelopment Authority, the City of Wyoming, and Franklin Partners, L.L.C and to authorize and direct the Mayor and City Clerk to sign it for the City.

### Sustainability Criteria:

Environmental Quality – Approval will continue efforts to redevelopment the Site 36 brownfield.

Social Equity – Approval will continue the City’s effort to attract Site 36 development by businesses providing jobs with compensation sufficient to sustain families.

Economic Strength – Approval will further City efforts to attract businesses providing jobs and tax base on Site 36.

Quality Customer Service – Approval will ensure Site 36 development efforts continue to be led by a capable development team.

### Discussion:

The City of Wyoming has been working with Franklin Partners since 2016 to redevelop Site 36. Though the partnership has yet to yield a user for Site 36, staff believe Franklin Partners is acting in the best interest of the City to market the site and attract potential users. Staff will continue to work with Franklin Partners with the expectation that new ideas and options will continually be introduced and explored in order to move the site forward.

**2<sup>nd</sup> AMENDMENT TO DEVELOPMENT AGREEMENT**

The Development Agreement dated October 3, 2016, among the City of Wyoming Brownfield Redevelopment Authority, the City of Wyoming, and Franklin Partners, L.L.C., amended in 2017 (the "Agreement") is further amended by extending the option in paragraph 3(A) from October 2, 2018 to October 2, 2019. All other terms and conditions of the Agreement shall remain the same.

CITY OF WYOMING BROWNFIELD  
REDEVELOPMENT AUTHORITY

FRANKLIN PARTNERS, L.L.C.

By: \_\_\_\_\_  
Tom Brann, Chair

By: \_\_\_\_\_  
Donald J. Shoemaker, Manager

By: \_\_\_\_\_  
Megan Sall, Secretary

Date signed: \_\_\_\_\_, 2018

Date signed: \_\_\_\_\_, 2018

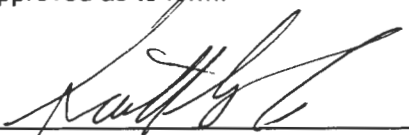
CITY OF WYOMING

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

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

Date signed: \_\_\_\_\_, 2018

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

9/17/18

RR:rr

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
A LEASE AGREEMENT WITH AQUINAS COLLEGE

WHEREAS:

1. Aquinas College has maintained a three year lease agreement for the property located at 1414 Nagel S.W., Wyoming, Michigan, 49509 known as Kimble Field since 2010.
2. Aquinas College desires to renew the lease for an additional three year period, commencing on January 1, 2019 and ending on December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement with Aquinas College.

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 September 17, 2018.

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

ATTACHMENTS:

Staff Report

Lease Agreement

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

## STAFF REPORT

Date: September 10, 2018  
Subject: Aquinas College Lease Renewal  
From: Rebecca Rynbrandt, Director of Community Services  
Meeting Date: September 17, 2018

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### **RECOMMENDATION:**

It is recommended that the City Council approve the proposed lease agreement with Aquinas College for the City of Wyoming's Kimble Field for a period of three years beginning January 1, 2019.

### **SUSTAINABILITY CRITERIA:**

Environmental Quality – As the lessee, Aquinas College assumes all expenses related to the facility's care (aeration, over seeding, mowing, miscellaneous turf care, field preparation, etc).

Social Equity – Aquinas College shall have exclusive rights to its use, with an exception to exclusive use for local school and government use. Sub-letting to non-profit organizations and fundraising activities are permitted to allow for income to offset their lease and maintenance expenses.

Economic Strength – In 2009, prior to executing our first lease with Aquinas College, Community Services/Parks and Recreation staff provided 1,059 hours of maintenance manpower to Kimble Field at a value of over \$25,000 in today's dollars. When factoring in equipment fees of over \$7,000 for the year and product cost for stone dust, bases, Turfuss, etc. annual expense for Kimble Field exceed \$30,000. By leasing the facility the City of Wyoming reallocates the manpower and cost savings resulting from the lease to other park properties. By maintaining and developing new and creative funding sources, the City continues to provide and expand upon our limited resources to the benefit of our community.

With the pending developments of expanded facilities at Ideal Park, Jackson Park, and Gezon Park; as well as legislatively mandated increases to minimum wage for our seasonal maintenance staff, leases such as these remain critical income resources for the success of the overall park system.

### **DISCUSSION:**

Aquinas College has rented the use of Kimble Field for its baseball team home field and practice facility in excess of 30 years. Since 2010, Aquinas College has leased Kimble Field at an annual rate beginning initially at \$6,000; on January 1, 2013, the lease rate increased to \$6,300; and on January 1, 2017, the rate increased to \$7,000. In keeping with inflation and market conditions, effective January 1, 2019 the amount shall increase to \$7,140.

Attachment: Lease Agreement

###

## KIMBLE FIELD LEASE

This Kimble Field Lease made as of \_\_\_\_\_, 2018, between the City of Wyoming, a Michigan municipal corporation of 1155 - 28<sup>th</sup> Street SW, Wyoming, MI 49509 ("**City**"), and Aquinas College, a Michigan non-profit corporation of 1700 Fulton Street East, Grand Rapids, MI, 49506, ("**Aquinas**").

1. Demise. City leases to Aquinas and Aquinas leases from City the following described property in the City of Wyoming, Kent County, Michigan, which is also depicted on the attached **Exhibit A** (the "**Property**") subject to the terms and conditions of this document

Kimble Field, a baseball stadium, which is a fully enclosed facility by cyclone fencing, a part of Permanent Parcel Numbers 41-17-02-201-002 and 41-17-02-201-004, commonly referred to as 1414 Nagal Avenue, Wyoming, MI 49509, including related press box, scoreboard, lighting, public address system, batting cage, concession, and storage building.

2. Term. The term of this Lease shall be 3 years beginning January 1, 2019, and ending December 31, 2021.

3. Rent. In addition to performance of Aquinas's other obligations under this Lease, the rent for the term of the lease shall be payable in semi-annual installments, the first being due on the 31st day of January, 2019, and the second six months thereafter as follows:

1<sup>st</sup> year: \$7,140, payable in 2 equal installment \$3,570 due January 31, 2019, and \$3,570 due July 31, 2019.

2<sup>nd</sup> year: \$7,140, payable in 2 equal installment \$3,570 due January 31, 2020, and \$3,570 due July 31, 2020.

3<sup>rd</sup> year: \$7,140, payable in 2 equal installment \$3,570 due January 31, 2021, and \$3,570 due July 31, 2021.

4. Acceptance. Aquinas accepts the Property in its current condition and is doing so without reliance on any representations or promises from City.

A. Aquinas represents that it is familiar with and has inspected the Property and Aquinas has, in Aquinas's sole discretion, determined the Property is suitable for the use(s) Aquinas intends to make of the Property.

B. Aquinas acknowledges City has made no representations concerning the condition of the Property or its suitability for any particular use.

C. City specifically makes no representations or warranties as to the presence or absence of any hazardous or toxic substances or materials on the Property or whether or not there has ever been a "release" as defined in applicable law of any hazardous or toxic substances or materials on the Property.

D. Aquinas acknowledges that the Property, including any facilities that are part of the Property, may not comply with any applicable barrier free or other accessibility requirements and Aquinas will hold City, including City's council members, officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against any claims, demands, lawsuits, or administrative action arising from or alleged to be arising from any conditions of the Property that fail to comply with such requirements and any of Aquinas's use(s) of the Property alleged to be in violation of those requirements.

5. Use.

A. Except as provided in paragraphs 5.C, 5.D, and 6 of this Lease, Aquinas shall have exclusive use of the Property and all facilities located on the Property; the structures on the Property shall remain property of the City.

B. Use of the Property shall be limited to use for baseball practices, and games, including tournament play with use of accessory concession, press box, storage, and batting cage facilities only. Aquinas shall

establish safety rules and regulations, which shall be observed and strictly enforced at all times the Property is used.

C. Aquinas may allow other IRC §501(c)(3) non-profit charitable organizations, public schools, including charter schools, and government organizations to use the Property for the uses described in paragraph 5.B for a reasonable fee. Aquinas shall not enter into an agreement with a for-profit organization for use of the Property or otherwise allow a for-profit organization to use the Property. Such uses by others shall be subject to the following:

1. Aquinas shall consider the size of the use, impact to the neighborhood, including traffic and parking, and frequency of requested use in deciding whether or not the proposed use is appropriate and will be approved.

2. Not later than January 30, 2020, 2021, and 2022, Aquinas shall annually report to the City any use of the Property by others, which written report shall include (i) the name and contact information, including phone, street address and email address, of the organization, (ii) a copy of the organization's IRS non-profit status determination letter, (iii) the date(s) of Property use, and (iv) the amounts paid or other consideration provided the Aquinas by other users.

3. Aquinas shall remain responsible for compliance with the terms of this Lease by all other users. Paragraph 4 shall apply to all other users and the risk allocation provided in subparagraph 4.C shall remain the responsibility of Aquinas despite the use of the Property by other users. Aquinas shall assume all liability for any use of the premises by other users of the Property.

D. With City's advance, written approval which shall not be unreasonably withheld or delayed, Aquinas may use the Property for fundraising activities, appropriate to the use of the Property with the sole purpose of raising funds for the Aquinas College's athletic programs. City may consider the size of the activity, impact to the neighborhood, including traffic and parking, and frequency of requested activities in making its decision.

E. No alcoholic beverages shall be sold, consumed or kept on the premises during the term of this Lease. Violation of this provision shall be sufficient cause for immediate termination without further notice or opportunity to cure the breach.

F. Aquinas and its trustees, directors, coaches, officers, employees, students and athletes and those of any other teams or others using the Property pursuant to this Lease shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

6. Joint and City Uses.

- A. Aquinas and City will work together in providing a suitable area for storage of equipment within the maintenance shed and concession facility. No such materials shall be kept outdoors in direct visibility of park users.

- B. Both Aquinas and City shall have the reasonable right of ingress and egress from Nagel Street SW to the structures located on Property. Aquinas acknowledges that the City shall have equipment located within the facilities on the Property that shall not be moved or otherwise disturbed.

- C. Aquinas may have non-exclusive use of the parking area for patrons of Marquette Park and Kimble Field with the following exceptions: Aquinas may not use parking area immediately adjacent to the Grand Rapids Rifle and Pistol Club, located within Marquette Park, nor any area signed for restricted use.

7. Aquinas's Responsibilities.

- A. Except as otherwise expressly provided in this Lease, Aquinas shall be responsible for all maintenance and upkeep of the Property, including the fields, all structures and all other improvements. Aquinas shall be responsible for all upkeep to maintain in good repair the structures located at the Property including painting, fence repair, etc. The Aquinas shall maintain a level and standard of service reflective in all park settings, including but not limited to, parking, landscaping, mowing, trash removal,

and sanitary provisions. Aquinas shall be responsible for lawn, ball field, seating, and pathway maintenance on the property. Any signage as erected by Aquinas, with the approval of City, shall be maintained in good repair by Aquinas.

B. Aquinas shall be responsible for trash removal, gas, and sewer/portable toilet service for the Property. City shall be responsible for maintaining the irrigation system, electric and water.

C. Aquinas shall be responsible for measures needed to address a "release" of hazardous or toxic substances or materials (as defined by law) on the Property as a result of (i) Aquinas's possession, occupancy, or use of the Property, (ii) any failure of the Aquinas to perform its obligations under this Lease, (iii) the acts or omissions of Aquinas or Aquinas's trustees, directors, coaches, officers, employees, students or athletes or those of any other teams or others using the Property pursuant to Aquinas's rights under this Lease. This obligation shall survive the expiration or other termination of this Lease.

D. Aquinas shall at all times maintain its non-profit status under Michigan law and its tax-exempt status under the IRC. At the request of City, Aquinas shall verify its current non-profit and tax-exempt status in a manner acceptable to City.

8. Improvements.

A. All buildings, structures and other permanent improvements on the Property shall become the property of City upon termination of the lease.

B. Aquinas shall not make any additional improvements to the Property, any additions to existing buildings, structures or other improvements on the Property, and shall not structurally modify any existing buildings, structures or other improvements on the Property without City's prior written approval.

9. Risk.

A. Aquinas is solely responsible for (i) all Aquinas's uses of and activities on the Property, (ii) the conduct of its trustees, directors, coaches, officers, employees, students and athletes and those of any other teams or others using the Property pursuant to Aquinas's rights under this Lease, and (iii) for any injuries or property damage occurring as a result of Aquinas's use of the Property or the exercise of Aquinas's rights under this Lease. This obligation shall survive the expiration or other termination of this Lease.

B. Aquinas will hold City, including City's council members, officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against any claims, demands, lawsuits, administrative actions, judgments, awards or other losses or obligations to pay third parties resulting from or alleged have resulted from (i) Aquinas's possession, occupancy, or use of the Property, (ii) any failure of the Aquinas to perform its obligations under this Lease, (iii) the acts or omissions of Aquinas or Aquinas's trustees, directors, coaches, officers, employees, students or athletes or those of any other teams or others using the Property pursuant to Aquinas's rights under this Lease. This obligation shall survive the expiration or other termination of this Lease.

C. Aquinas shall maintain the following insurance:

1. General Commercial Liability.

a. Minimal Limits:

\$1,000,000 Each Occurrence Limit  
\$1,000,000 Personal & Advertising Injury Limit  
\$2,000,000 General Aggregate Limit  
\$2,000,000 Products/Completed Operations

b. Coverage shall include the following: (1) Contractual Liability; (ii) Products and Completed Operations; (iii) Independent Contractors Coverage; (iv) Broad Form General Liability Extensions or equivalent, if not already included; and (v) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

2. Automobile Liability.

Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person and \$1,000,000 per occurrence.

3. Workers' Disability Compensation.

a. Minimal Limits: 500,000 per occurrence

b. Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation is required, except where waiver is prohibited by law.

4. Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy is used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies)

5. General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City of Wyoming, all elected and appointed officials, all employees and volunteers, agents, of the City and all the City's boards, commissions. By naming the City as additional insured, coverage afforded is to be primary and any other insurance City may have shall be secondary and/or excess.

6. Copies of certificates of insurance or other proof that coverage is in place and copies of policies, including any required endorsements showing requirements have been met, shall be provided to City upon City's request.

10. Termination.

A. This Lease shall terminate and, except as otherwise provided in this Lease, the rights and obligations of the parties shall cease in the event of any one of the following:

1. The expiration of the term of the Lease;

2. Aquinas's voluntary surrender of the Property; or

3. Violation of any of the terms and conditions of this Lease. Except as otherwise provided in this Lease, if such a violation occurs, City shall notify Aquinas, and Aquinas shall have 30 days to correct it if the violation is of a nature that corrective measures may be taken.

B. Upon termination, Aquinas may remove all furniture, maintenance equipment and other personal property specifically purchased by Aquinas related to Aquinas's activities on the Property (but not essential building fixtures, e.g. lighting fixtures, etc.).

C. Upon termination of this Lease by Aquinas's voluntary surrender of the Property or upon violation of the terms and conditions of this Lease not timely corrected by Aquinas, the facilities and any improvements shall become property of City and Aquinas shall cooperate in providing any necessary documents to confirm this status.

11. General Provisions.

A. Neither this Lease nor Aquinas's rights or obligations under this Lease may be assigned or transferred without City's prior written consent.

B. This Lease shall be binding upon the parties successors and any permitted assigns.

C. All notices required under this Lease shall be delivered personally, by a courier service providing written evidence of delivery, or, if receipt is acknowledged, by electronic mail. If to City they shall be sent to: City Manager, City of Wyoming, 1155 – 28<sup>th</sup> Street SW, Wyoming, MI 49509. If to Aquinas they shall be sent to: Chief Financial Officer, Aquinas College, of 1607 Robinson Rd. SE, Grand Rapids, MI 49506.

D. This Lease is the full agreement between the parties regarding its subject matter. It supersedes and replaces any prior or contemporaneous agreements. It may be modified only in writing signed by both

replaces any prior or contemporaneous agreements. It may be modified only in writing signed by both parties. The captions are only for reference and shall not affect any interpretation of this Lease. The interpretation of this Lease shall not be affected by any oral statements or any course of dealing between the parties.

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

CITY OF WYOMING

AQUINAS COLLEGE

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

By: \_\_\_\_\_  
Lisa VanDeWeert, Vice President/CFO

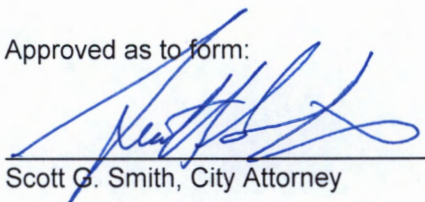
By: \_\_\_\_\_  
Kelli A. VandenBerg, Clerk

By: \_\_\_\_\_  
Nick Davidson, Director of Athletics

Date signed: \_\_\_\_\_, 2018

Date signed: \_\_\_\_\_, 2018

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

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

RESOLUTION TO ACCEPT A PROPOSAL FOR PROFESSIONAL SERVICES  
FROM SME TO ASSIST WITH SOIL REMEDIATION EFFORTS FOR THE  
CWD RAMBLEWOOD BROWNFIELD PROJECT AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, the Brownfield Redevelopment Authority (BRA) was awarded a grant and loan from the Michigan Department of Environmental Quality (DEQ).
2. SME has submitted a proposal to provide professional services to assist with soil remediation efforts at the CWD Ramblewood brownfield project.
3. The grant/loan conditions require the BRA must hire an environmental consultant to provide third-party oversight of the project.
4. It is recommended the City Council accept the proposal from SME not to exceed \$33,000.
5. The grant will be used for reimbursement for the soil remediation efforts for the CWD Ramblewood brownfield project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from SME for professional services for the soil remediation efforts for the CWD Ramblewood brownfield project not to exceed \$33,000.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 17, 2018.

ATTACHMENTS:  
 Staff Report  
 Proposal

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

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

## STAFF REPORT

Date: September 12, 2018

Subject: Professional Services for Michigan Department of Environmental Quality Grant/Loan Compliance Monitoring

From: Megan Sall, Assistant City Manager

Meeting Date: September 17, 2018

---

### Recommendation:

It is recommended that the City Council authorize SME to provide professional services to the Wyoming Brownfield Redevelopment Authority for Michigan Department of Environmental Quality Grant/Loan Compliance Monitoring in relationship to the CWD Ramblewood project. The cost is estimated at \$10,800, with a not-to-exceed cost of \$33,000 in accordance with the related grant/loan guidelines.

### Sustainability Criteria:

Environmental Quality – The use of SME to provide third-party oversight will ensure the soil remediation activities carried out by CWD and their contractors will comply with environmental regulations and standards.

Social Equity – The use of SME will further the redevelopment of the identified brownfield property, thereby leading to jobs and investment for all Wyoming residents.

Economic Strength – The use of SME will further the redevelopment of the identified brownfield property, thereby leading to increased property values and tax revenue.

### Discussion:

The City of Wyoming Brownfield Redevelopment Authority (BRA) was recently awarded a grant and loan from the Michigan Department of Environmental Quality (DEQ) to assist with soil remediation efforts at the CWD Ramblewood brownfield project. As a part of the grant/loan conditions, the BRA must hire an environmental consultant to provide third-party oversight of the developer's remediation efforts and assist with the grant/loan administration.

Due to the unique nature of the services required, the City solicited proposals from two experienced environmental consultants. Their estimated costs were as follows:

Firm	Estimated Cost
SME	\$10,800
AKT Peerless	\$13,630

Based on the firm's extensive experience with third-party oversight of DEQ grants and loans, as well as their low bid, staff have selected SME for recommendation to City Council for award of bid.

**Budget Impact:**

The estimated cost of these services is \$10,800.00, with a not-to-exceed limit of \$33,000, and is budgeted as a part of the grant and loan award.



4705 Clyde Park Avenue SW  
Grand Rapids, MI 49509-5114

T (616) 406-1756

[www.sme-usa.com](http://www.sme-usa.com)

August 2, 2018

Ms. Megan Sall  
Deputy City Manager  
City of Wyoming Brownfield Redevelopment Authority  
1155 28th Street SW  
Wyoming, Michigan 49509

Sent via Email: [sallm@wyomingmi.gov](mailto:sallm@wyomingmi.gov)

RE: CMI Grant Oversight Consulting  
CWD Ramblewood Project  
2557 (portion), 2757, 2759, and 2761 44th Street SW  
Wyoming, Michigan 49509  
SME Proposal No. P02558.18

Dear Ms. Sall,

Per your request, we have prepared this proposal to provide Clean Michigan Initiative (CMI) grant/loan consulting services for the above-referenced project. We understand the City of Wyoming Brownfield Redevelopment Authority (WBRA) has applied for a \$635,000 grant through the Michigan Department of Environmental Quality (MDEQ)'s CMI program to support the project. Our understanding is that our scope of service will include third party oversight on behalf of the WBRA to review grant and loan reimbursement requests prepared by the Owner's consultant, Rose & Westra/GZA Geoenvironmental, Inc., and assist the WBRA with managing the grant and loan process. We based our proposed scope of services on the project documents you provided to us including the CMI grant/loan application and Act 381 Work Plan, the information provided in your emails, and our experience working with multiple CMI funded projects. The schedule presented in the CMI grant/loan application indicates the project is expected to be completed over six months (i.e., two quarters). Information about SME and our proposed scope service is summarized below.

## **BENEFITS OF RETAINING SME**

The primary benefits of retaining SME for this project are our accessibility and our experience.

- **Accessibility:** SME's office is located in the City of Wyoming, only three miles from the project site and a similar distance from City Hall. Our project team is based in our Wyoming office, which allows us to be available for impromptu meetings, minimize mobilization costs, and support the City and WBRA.
- **Experience:** SME is a leader in brownfield redevelopment in the State of Michigan. Our Brownfields Redevelopment Team has spent over 20 years helping owners, developers, and communities successfully redevelop brownfields. To date, we have supported over \$1.4 billion in brownfield redevelopment projects and have acquired and managed over \$150 million in funding and incentives to make these projects successful. We have previously assisted multiple communities with CMI grant

management and support, are currently supporting two municipalities with active grants, and have been asked to provide support to other communities during this latest funding round. We will bring our knowledge and experience to your project and provide not only the technical expertise needed to understand and oversee the planned site assessment and remedial efforts, but also an understanding of how the administration and coordination of grant and loan funds will assist the WBRA in delivering a successful redevelopment project.

## SCOPE OF SERVICE

We anticipate participating in an initial project kick-off meeting at the beginning of the project when the MDEQ will meet with the project team to discuss the terms and conditions of the CMI funding. In addition, we anticipate conducting one site visit per month to review and verify progress on eligible activities. We also anticipate reviewing two quarterly reports, providing comments and requesting revisions when necessary, and rendering an opinion on the appropriateness and eligibility of the requested payments. Finally, we allocated a consulting budget to respond to as-needed support during the project as conditions arise and our assistance is requested.

If desired, we are able to provide additional, optional services to support the City with the oversight, management and implementation of this grant. Examples of additional tasks that may be beneficial to the City and overall project team include the following:

- Review of sampling plans or other documents prepared by the Owner's consultant;
- Field oversight during the subsurface investigation to observe subsurface conditions;
- Field oversight during the soil excavation and verification sampling to observe subsurface conditions, verify sampling locations and procedures, and obtain soil transportation and disposal documentation;
- Field oversight during excavation backfilling to verify backfill materials, lift thicknesses and compaction methods and results; and
- Consulting related to the design and installation of a vapor mitigation system, if necessary.

## SCHEDULE

We will work with you and the project team to understand and meet the project schedule needs. We understand that the kick-off meeting has not yet been scheduled.

## PROFESSIONAL FEES

We understand a budget of \$33,000 has been allocated for third party oversight services; however, based on our experience with other CMI grant/loan projects, we believe the activities required for this project can be accomplished for less than that amount. Our time and materials fee estimate is presented below:

Kick-off meeting .....	\$1,000
Monthly site visits (six total) .....	\$4,400
Review CMI grant/loan quarterly submittals and reimbursement requests (two total) .....	\$2,400
General consulting and project management to support the project .....	\$3,000
<hr/>	
<b>TOTAL ESTIMATED FEE .....</b>	<b>\$10,800</b>

If fees above these estimates are required, due to changes in site conditions, scope, schedule, etc., we will contact you to discuss and agree upon the basis for changes and revised estimates. Our time and materials fees will be billed in accordance with our current Fee Schedule.

## OPTIONAL TASKS

If desired, we can provide additional support during this project. Examples of potential tasks that may benefit the WBRA and the overall project team, and our estimated time and materials fees, are presented below:

- a. Review of sampling plans or other documents prepared by Owner's consultant..... \$500 each
- b. Field oversight during the subsurface investigation..... \$950/day
- c. Field oversight during the soil excavation and verification sampling ..... \$950/day
- d. Field oversight during excavation backfilling (i.e. verification of compaction) ..... \$750/day
- e. Consulting related to design and installation of vapor mitigation system (if necessary) ..... \$TBD

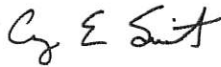
## AUTHORIZATION AND TERMS AND CONDITIONS

Our services for this project will be provided in accordance with our General Conditions of service (SME General Conditions Commercial (03/15) and the attached Fee Schedule (FS:0 (01/18) which are integral parts of this proposal. To authorize this project, please sign the attached General Conditions where space is provided and return it to us.

We look forward to assisting you with this project. If you have questions concerning our scope of services or our fee, please contact us.

Sincerely,

**SME**



Casey E. Smith  
Senior Project Geologist

cosign



Matthew A. Vander Eide, PG, CPG  
Senior Project Geologist

Attachments: SME General Conditions – Commercial (03/15)  
SME Fee Schedule – FS: 0 (01/18)

# SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

**12. GOVERNING LAW:** The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

**13. LIMITATION OF LIABILITY:** In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

**14. PERIOD OF LIMITATION:** Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

**15. ADDITIONAL SERVICES:** If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

**16. AGREEMENT:** This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

**SME PROPOSAL**

Proposal No.: P02558.18  
Project Name: CWD Ramblewood Project  
Project Location: 2557 (portion), 2757, 2759, and 2761 44th Street SW - Wyoming, Michigan 49509

**CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)**

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

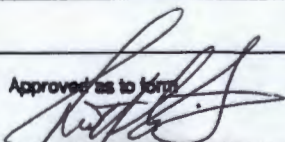
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLIENT (Company) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Approved as to form  
  
Scott G. Smith, City Attorney  
Date: 9/13/2018

# FEE SCHEDULE – PERSONNEL AND EXPENSES

## PERSONNEL

Technician I .....	Per Hour.....	60.00
Technician II .....	Per Hour.....	70.00
Technician III .....	Per Hour.....	80.00
Technician IV .....	Per Hour.....	90.00
Laboratory Technician.....	Per Hour.....	95.00
Certified Welding Inspector (CWI) .....	Per Hour.....	100.00
Field Engineer/Geologist/Specialist, Survey Technician .....	Per Hour.....	95.00
Staff Engineer/Geologist/Architect/Specialist.....	Per Hour.....	100.00
Senior Staff Engineer/Geologist/Architect/Specialist, Surveyor.....	Per Hour.....	110.00
Project Engineer/Geologist/Architect/Consultant .....	Per Hour.....	135.00
Civil Designer, Licensed Surveyor .....	Per Hour.....	135.00
Senior Project Engineer/Geologist/Architect/Consultant .....	Per Hour.....	155.00
Project Manager, Senior Civil Designer, Senior Licensed Surveyor .....	Per Hour.....	155.00
Senior Consultant, Senior Project Manager.....	Per Hour.....	190.00
Certified Professional (Ohio VAP), Certified Industrial Hygienist.....	Per Hour.....	195.00
Principal Consultant, Chief Consultant, Project Director .....	Per Hour.....	225.00
Drafter .....	Per Hour.....	80.00
CADD Operator.....	Per Hour.....	90.00
Senior CADD Operator .....	Per Hour.....	100.00
Log Processor .....	Per Hour.....	80.00
Administrative Assistant.....	Per Hour.....	70.00
Senior Administrative Assistant .....	Per Hour.....	85.00

Minimum 4 Hours Per Day for field work.

Overtime rate (Applies to all field work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday)..... Standard Rate x 1.5

Expert Testimony and Depositions (including preparation time) ..... Rates available upon request

## TRANSPORTATION AND EXPENSES

Vehicle Mileage Charge .....	Per Mile.....	0.75
Out-of-town Expenses (Airfare, Lodging, Subsistence, etc.).....	At Cost + 20%	
Subcontract Expenses, Equipment Rental .....	At Cost + 20%	
Direct Expenses (Prints, Permits, Maps, etc.) .....	At Cost + 20%	
Hard Copies of Report .....	Per Copy.....	75.00
Plotting 24 x 36 (Black & White) .....	Each.....	10.00
Plotting 24 x 36 (Color) .....	Each.....	20.00

*Other Services including Drilling, Equipment use, and Laboratory Testing ..... See Appropriate Fee Schedule*

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

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed items as recommended in the attached Staff Report and summarized below.

Item	Recommended Bidder	Cost
Three Refrigerators and One Freezer	Business Services	\$12,001.92

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 September 17, 2018.

ATTACHMENT:  
Staff Report

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

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

## STAFF REPORT

Date: September 11, 2018  
Subject: Station 4 Refrigerators/Freezer  
From: Brian Bennett, Deputy Director of Fire Services  
Meeting Date: September 17, 2018

---

### RECOMMENDATION:

It is recommended that the City Council accept Business Service's bid for three T-35-HC refrigerators and one T-35F-HC freezer.

### SUSTAINABILITY CRITERIA:

Environmental Responsibility: Does not significantly impact this criterion.

Social Equity: Does not significantly impact this criterion.

Economic Strength: Does not significantly impact this criterion.

### DISCUSSION:

The current refrigerators at Station 4 are in need of replacement due to age and equipment failure. Three Sub Zero brand refrigerators manufactured in 1996 are currently in use, as well as one chest freezer shared by all three shifts. On September 5, 2018, three bids were received for three refrigerators and one freezer. 20 invitations were sent to registered bidders. All three bids met the specifications required.

Vendor	T-35-HC Refrigerator	x3	T-35F-HC Freezer	Total Cost
Business Services	\$2,743.98	\$8,231.94	\$3,769.98	\$12,001.92
Merchandise Equipment & Supply, Inc.	\$3,102.00	\$9,306.00	\$4,094.00	\$13,400.00
Douglas Equipment	\$3,260.65	\$9,781.95	\$4,203.41	\$13,985.36

It is recommended the City Council award the bid to the low bidder Business Services in the total amount of \$12,001.92.

### BUDGET IMPACT:

Sufficient funds have been allocated in the building repairs and maintenance account number #101-337-33800-930000.