

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 20, 2019, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Pat Binish, Resurrection Life Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the May 6, 2019 Regular Meeting, the May 6, 2019 Closed Session, and the May 13, 2019 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.

7:01 p.m. Proposed City of Wyoming Budget for 2019-2020

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. 65 – To Appropriate \$500,000 of Additional Budgetary Authority for the Local Streets Fund and Reduce the Budgetary Authority of the Major Streets Fund by \$500,000 for the 2018 Wyoming Resurfacing Program
- b) Budget Amendment No. 66 – To Appropriate \$4,860 of Additional Budgetary Authority for the Purchase of Tasers

14) Consent Agenda

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

- a) Of Appreciation to David Skinner for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming

15) Resolutions

- b) To Amend a Portion of the City of Wyoming Fee Schedule
- c) To Approve the 2020-28 Street and Utility Capital Improvement Program
- d) To Adopt Fiscal Year 2019-20 Wyoming City Budget and Property Tax Levy at be Known as the City's 2019-20 General Appropriations Act
- e) To Approve the 2019-2020 Budget for the Wyoming Downtown Development Authority
- f) To Approve the Grand Valley Regional Biosolids Authority (GVRBA) Budget for Fiscal Year 2020
- g) To Adopt a Local Pavement Warranty Program
- h) To Implement a Local Pavement Warranty Program
- i) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union and to Amend the City Employees Union Classification and Salary Schedule
- j) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union and to Amend the City Employees Union Classification and Salary Schedule
- k) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union and to Amend the City Employees Union Classification and Salary Schedule
- l) To Amend the Administrative and Supervisory Association Employment Agreement to Exclude the Position of Communications Specialist (City Manager's Office)
- m) To Approve an Employment Agreement with the Deputy City Manager and to Authorize the City Manager to Execute the Agreement
- n) To Authorize the Mayor and City Clerk to Execute an Agreement for Specific Home Repair Services
- o) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Heart of West Michigan United Way for Administration of the Kent County/Grand Rapids/Wyoming Regions Continuum of Care
- p) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2019-2020
- q) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Salvation Army Social Services of Kent County
- r) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of Grand Rapids
- s) To Authorize the Mayor and City Clerk to Execute an Agreement with the Inner City Christian Federation

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

- t) To Approve an Application for a Permit for Discharge of Fireworks and to Approve the Fireworks Contract and Authorize the Mayor and City Clerk to Sign the Agreement
- u) To Authorize a Michigan Natural Resources Trust Fund Agreement Amendment for the Ideal Park Development Project
- v) To Concur with Emergency Paving Expenses and to Authorize Payment to Superior Asphalt, Inc. (Budget Amendment No. 67)
- w) For Award of Proposals and to Authorize the Mayor and City Clerk to Execute the Contracts
 - 1. Workers' Compensation Third Party Administrator Services
 - 2. Recruitment Video

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

CITY OF WYOMING BUDGET AMENDMENT

Date: May 20, 2019

Budget Amendment No. 065

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$500,000.00 of additional budgetary authority for the Local Streets Fund and reduce the budgetary authority of the Major Streets Fund by \$500,000.00 for the 2018 Wyoming Resurfacing Program approved by resolution 26114 on July 2, 2018.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
203-441-46300-972.510	2,076,461.06	500,000.00		2,576,461.06
Fund Balance/Working Capital (Fund 203)		<u>\$ -</u>	<u>\$ 500,000.00</u>	
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
202-441-46300-972.510	2,584,353.02		500,000.00	2,084,353.02
Fund Balance/Working Capital (Fund 202)		<u>\$ 500,000.00</u>	<u>\$ -</u>	

Recommended:

Kate Balford
Senior Accountant

Max Jell
Assistant 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

CITY OF WYOMING BUDGET AMENDMENT

Date: May 20, 2019

Budget Amendment No. 066

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$4,860.00 of additional budgetary authority for the purchase of tasers originally approved with resolution 26261 on 12/17/18.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Drug Law Enforcement Fund</u>				
Police - Patrol - Capital Outlay State Grant Funds				
265-305-31500-973.013	109,286.00	4,860.00		114,146.00
Fund Balance/Working Capital (Fund 265)		\$ -	\$ 4,860.00	

Recommended: Hatt Balfanz
Senior Accountant

M. J. Lee
Assistant 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

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO DAVID SKINNER FOR HIS SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. David Skinner has served faithfully and effectively as a member of the Parks and Recreation Commission since June 15, 2009.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to David Skinner for his dedicated service as a member of the Parks and Recreation Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time information related to fees is reviewed to ensure they cover related costs.
3. Various sections of the existing Fee Schedule are in need of amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to the following sections:

Section II – Building Inspections Department
Section X – Utilities effective July 1, 2019

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Proposed Fee Schedule

Resolution No. _____

ALL CHANGES ARE IN BOLD

II - BUILDING INSPECTIONS DEPARTMENT

APPEALS:

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
 Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	275.00
All other uses	525.00
Interpretations	250.00
Special meeting (requested by petitioner)	300.00

For the purpose of computing fees based on valuation, all construction cost other than for residential buildings, including underground and surface improvements, shall be based upon the value of cost of a building project as determined by the contract price, including all subcontracts such as electrical, plumbing, mechanicals, parking lots, etc. The building applicant shall present evidence of these costs to the Building Official.

Fee for work without a permit:

If any work is commenced before a permit is obtained, an administrative investigation and process fee equivalent to 200% of the appropriate fee set forth herein shall be paid to the City before a permit is issued.

BUILDING PERMITS:

Commercial, industrial, and multi-family estimated construction value/permit formula:

Base Fee – first \$1,000 of value	60.00
\$1,000 - \$15 million cost – base fee & \$7.00 per \$1,000 value, plus 25% plan review	
\$15 million and over cost – use above rate, and then add \$5 per \$1,000 valuation and 20% plan review for balance of project value	

Construction costs for residential valuation computation (per sq. ft.)

1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Detached accessory buildings, garage, etc. (more than 120 sq. ft.)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00

Miscellaneous building/land use fees:

Modular homes in parks	150.00
------------------------	--------

Sign permits (per sign):

Pedestrian sign (annual)	35.00
Permanent	100.00
Portable (per week)	35.00
Temporary Signs (per week)	35.00
-including trailer mount, banners, flags, streamers, balloons	
-for specific requirements see City Zoning Code Chapter 90, Article XXIII Signs	

Swimming Pools:

Bonding and insurance fees related to Section 1906.1 of the City Code follow:

Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Swimming Pools (above ground)	90.00
Swimming Pools (in ground)	140.00

Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

1. Extra inspection fees and deposits shall apply only to projects where the building permit is issued for \$250,000 or less of construction value as determined by the Code. Permits for residential barrier free entry ramps and residential siding installations are exempt from deposits.
2. "Extra inspection" shall mean any building inspection in addition to the inspections listed below:
 - a. Residential house, addition and alteration permits: foundation rough-in, final, plus one additional;
 - b. Residential garage, pools, and miscellaneous permits: 2 inspections;
 - c. Commercial/industrial/multi-family permits: foundation, rough, firestop, final plus one addition; and
 - d. Sign permits: 2 inspections.
3. A fee of \$40.00 shall be charged for each extra inspection.
4. A fee of \$60.00 per inspection shall be charged for requested inspections where no permit is required.
5. Deposits for extra inspection fees:

Each building permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra inspections are not required. Any extra inspections shall be charged against the deposit balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop-work order until an additional deposit of \$120.00 is paid. Expired permits and occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.

6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Electrical Application fee	
(Non-refundable and includes 1 inspection)	50.00
Annual factory permit (includes 2 inspections)	130.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed) (MI Residential Code, includes three inspections)	200.00
Special Inspection (per hour for carnival, fair, event, etc.)	60.00
Conduit, ~~or~~ grounding or temperature only	45.00
Written report (per hour)	60.00
Certificates	60.00
Hazardous Location Doubles Permit Total Fee	double

Services and subpanels

Meter Set or Mast Repair	10.00
Temporary Service (each location)	17.00
Up to 200 Amp	17.00
Over 200 – thru 600 Amp	30.00
Over 600 – thru 1000 Amp	60.00
Over 1000 Amp / GFPE / Over 600 V	100.00

Alternative Power (Solar, Wind, etc)

System and first 10 KW	40.00
Each additional 1 KW	4.00

Fire Alarms

System and up to 10 devices	60.00
Each additional device	6.00

Circuits of wiring **and data/communications outlets**

General Branch Circuit	10.00
Lighting Branch Circuit	10.00
Addition, alteration, repair existing, replace per 25 devices or lighting	10.00
Electric Range	10.00
Electric Dryer	10.00
Each furnace or A/C	10.00
~~Furnace~~ Data/Communication outlets per 20	10.00
Microwave	10.00
Electric Water Heater	10.00
Vehicle Charging Station	20.00
Heating Device (per 5000 Watts)	10.00

Pool/Hot Tub (bonding, motor, light and includes 2 inspections)	60.00
Other Fixed Appliances	10.00
Signs	
Illuminated signs, per circuit	20.00
Neon Trans / LED power supplies (per unit)	20.00
Bus Ducts and Feeders	
Feeders (per 50')	11.00
Bus Duct (per 50')	11.00
Motors, Generators, Transformers (per HP or KVA)	
Up to 5 HP/KVA	10.00
Over 5 – thru 75 HP/KVA	25.00
Over 75 HP/KVA	50.00
1. Electrical contractor's license, \$60 for term of license.	
2. Facility Contractors License \$60 for term of license.	
3. Fire alarm contractor, \$60 for term of license.	
4. Sign specialty contractor, \$60 for term of license.	
Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Mechanical Application fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Commercial	
Underground Inspection	40.00
Rough-In Inspection	40.00
Final Inspection	40.00
Additional Inspections	40.00
A/C, Refrigeration Self-Contained	20.00
A/C Refrigeration Split System	30.00
Chillers	95.00
Chimney Factory Built / Chimney Liner	30.00
Compressors	45.00
Condensers	45.00
Cooling Towers	45.00
Evaporator Coils	30.00
Gas/Oil Burning Equipment/Roof Top Unit	35.00
Heaters (unit, space, water, gas logs, gas fireplace)	15.00
Kitchen Hoods (add duct work)	30.00
Solar Equipment Panels (including piping)	25.00
Solid Fuel Equip. (wood or fireplace stoves)	30.00
Tanks	13.00
Testing	40.00
Ventilation Units and Exhaust fans	
1 to 2,000 CFM	7.00
2,001 CFM to 10,000 CFM	35.00
Over 10,000 CFM	65.00
Air Handler Units	
1 to 2,000 CFM	20.00
2,001 CFM to 10,000 CFM	40.00
Over 10,000 CFM	65.00

Miscellaneous Commercial	
Air Cleaners and Humidifiers	10.00
ERV or HRV	10.00
Heat Pumps or VAV Boxes	10.00
PTACS	10.00
Commercial & Residential (based on each item bid price) Ductwork, Fire Suppression, Gas Piping, and Process Piping	
Bid Price under \$3,000	30.00
\$3,000 - \$7,999	40.00
\$8,000 - \$10,999	55.00
\$11,000 - \$15,000	70.00
Over \$15,000	(\$70.00 plus \$11 for each \$3,000 over \$15,000)
Residential	
Final Inspection	40.00
Additional Inspections	40.00
Air Conditioning Units	30.00
Bath and Kitchen Exhaust Fans	5.00
Chimneys Factory Built Class A	10.00
Chimney Liners	5.00
Heaters (unit, space, gas logs, gas fireplace)	15.00
Heating System (furnaces add ductwork)	50.00
Humidifiers	5.00
Solid Fuel Equip. (wood or fireplace stoves)	20.00
Water Heaters (new construction)	5.00
Residential Replacement Equipment	
Air Conditioning Units / Heat Pumps	20.00
Furnaces	20.00
Water Heaters	5.00
1. Mechanical contractor's license, \$15.00 for term of license.	
Plumbing Permits:	
Plumbing Application Fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Schedule of Plumbing Equipment	
Backflow Preventer	5.00
Backwater Valve	5.00
Bath Tub / Shower	5.00
Catch Basin, Sump, Roof Drain	5.00
Dishwashing Machine	5.00
Drinking Fountain	5.00
Floor Drain	5.00
Garbage Disposal	5.00
Grease Trap, Oil Separator	5.00
Laundry Tray, Stand Pipes	5.00
Lavatory	5.00
Lawn Sprinkler	5.00
Refrigerator, Ice Machine, Water Connected Appliances	5.00
Sink, 3 Compartment Pot & Pan	5.00

Sink, Kitchen	5.00
Sink Slop/Service	5.00
Stacks: Soil, Waste, Vent, Re-Vent	5.00
Urinal	5.00
Water Heater	5.00
Water Closet	5.00
Water Distribution Pipe Interior	
¾" Water Distribution	6.00
1" Water Distribution	10.00
1 – ¼" Water Distribution	20.00
1 – ½" Water Distribution	25.00
2" Water Distribution	30.00
Over 2" Water Distribution	35.00
Medical Gas – License Required	
Medical Gas Piping (per outlet)	5.00
Medical Gas Systems	50.00
Exterior Work Only	
Storm Sewer	60.00
Water Service	60.00
Sanitary Sewer	60.00

1. Plumbing license registration, Master \$15.00 for term of license.

Rental Inspection Fees	
Rental properties with 4 or more rental units:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00
Rental properties with less than 4 rental units:	
Initial inspection fee, per unit inspected	175.00
Re-inspection fee, per unit inspected	111.00
Unregistered or uncertified rental properties	500.00
Manufactured Homes within a community:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00

Vacant Building fees:	
Vacant building inspection	50.00
Vacant or Abandoned Residential Repair Permit (six month permit)	275.00

ALL CHANGES ARE IN BOLD

X - UTILITIES

These fees will be effective as of **July 1, 2019**

WASTEWATER PENALTIES

Concentration Level	Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
0-Limit (x)	No penalty	No penalty	No penalty	No penalty
>1(x) - 2(x)	\$56.87	\$113.74	\$170.64	\$227.51
>2(x) - 3(x)	113.74	227.51	341.26	455.02
>3(x) - 4(x)	170.64	341.26	511.90	682.53
>4(x)	284.38	568.77	853.16	1,000.00**

(x) Individual limits as listed in Sections 86-292 (b) (1) (b) and 86-292 (b) (2) (b) and 86-292 (b) (3) (b), General Maximum Limits for Primary, Secondary and Tertiary Toxic Pollutants.

pH	pH Penalty Average Quarterly Flow, gpd			
	0-10,000 Gals/Day*	10,000- 50,000 Gals/Day*	50,000- 100,000 Gals/Day*	>100,000 Gals/Day*
5.0 - 10.5	No penalty	No penalty	No penalty	No penalty
4.0 - 4.9	\$17.08	\$ 34.14	\$51.20	\$68.27
3.0 - 3.9	45.50	91.00	136.51	182.01
0 - 2.9	85.32	170.64	341.26	853.16
10.6 – 10.9	17.08	34.14	51.20	68.27
11.0 - 11.9	45.50	91.00	136.51	182.01
≥ 12.0	85.32	170.64	341.26	853.16

*Based on average day for previous quarter

** Maximum penalty allowed by law

TREATED GROUNDWATER DISCHARGE

The following fees for treated groundwater discharges to the POTW are established:

(1) Permit fee, per permit issuance	199.07
(2) Inspection fee, per inspection	170.64

WASTEWATER SURCHARGE RATES

BOD	Up to 460 mg/L	> 460 mg/L
Rate/lb.	\$0.00	\$0.158
SS	Up to 260 mg/L	> 260 mg/L
Rate/lb.	\$0.00	\$0.196
Phosphorus	Up to 12 mg/L	> 12 mg/L
Rate/lb.	\$0.00	\$1.59
Oil and Grease	Up to 91 mg/L	> 91 mg/L
Rate/lb.	\$0.00	\$0.126
Ammonia	Up to 32 mg/L	> 32 mg/L
Rate/lb.	\$0.00	\$0.14

INSTALLATIONS

Water Meters:

Meter Size	Charge
5/8 inch	\$ 224.09
1 inch	298.04
1.5 inch	534.65
2 inch	671.15
2 inch compound	1,751.83
3 inch	856.58
4 inch	2,107.88
6 inch	3,441.08
8 inch	5,305.54

Water Service Installation to Stop Box Only

1"	1,750.00
1.5"	2,727.00
2"	2,727.00

Watermain Tapping Actual cost plus 25%

Water System Development Charge
by tap size

1 inch	1,308.18
1 ½ inch	4,174.82
2 inch	5,221.36
3 inch	11,728.14
4 inch	31,237.13
6 inch	78,058.68
8 inch	104,074.40
12 inch	148,939.40

Sewer System Development Charge
by water tap size

1 inch	1,301.36
1 ½ inch	4,166.84
2 inch	5,192.92
3 inch	11,687.18
4 inch	31,119.95
6 inch	77,831.17
8 inch	103,770.70
12 inch	155,649.80

WATER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public water service. Ready-to-Serve Charge will be assessed whether or not the water meter is installed and whether or not water is being used. The ready-to-serve is not charged if the water lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges	
5/8 inch	\$ 23.31	\$ <u>23.66</u>
1 inch	47.79	<u>48.51</u>
1 1/2 inch	102.57	<u>104.11</u>
2 inch	158.53	<u>160.91</u>
3 inch	275.08	<u>279.21</u>
4 inch	514. 04	<u>521.75</u>
6 inch	1,058.83	<u>1,074.71</u>
8 inch	1,782.23	<u>1,808.96</u>

Water commodity rate (in addition to Readiness to Serve Charge):
Quantity steps applicable rate, per 100 cubic feet: \$1.22 **1.35**

SEWER SERVICE

Quarterly Ready-to-Serve Charge applicable to all customers with public sewer service. Ready-to-Serve Charge will be assessed whether or not sewer is being used. The ready-to-serve is not charged if the sewer lateral is capped because of destruction or demolition of the structure served by the lateral or for specific cases as decided by the Director of Utilities.

Water Meter Size	Charges	
5/8 inch or no meter	\$ 17.43	\$ <u>17.69</u>
1 inch	30.43	<u>30.89</u>
1 1/2 inch	56.48	<u>57.33</u>
2 inch	82.46	<u>83.70</u>
3 inch	199.57	<u>202.56</u>
4 inch	329.69	<u>334.64</u>
6 inch	654.91	<u>664.73</u>
8 inch	980.15	<u>994.85</u>
12 inch	1,505.80	<u>1,528.39</u>

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):

per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter: \$2.94

Residential sewer billing units shall be determined by using 1.15 times the water use for the winter quarter which is hereby defined as any 3 months between November 1 and April 30. However, when the winter quarter use is less than 10 billing units, then 10 billing units shall be used. Provided, however, that in no case shall the billing units for sewer be greater than the total water use for any particular quarter.

Effective July 1, 2019, the minimum charge per quarter for those residential sewer users not served by the City's water system shall be \$47.04 plus the applicable Ready to Serve Charge.

LATE CHARGE

A penalty of 10% of current charges for water and sewer will be added to any bill paid after the due date on the bill.

Customers with sewer only service shall have a service charge of 1 ½ percent per month assessed on the unpaid balance for that delinquent portion of their bill which becomes a lien placed on the property tax roll.

FIRE SPRINKLER CONNECTION

(per year charge applicable to unmetered connections):

4 inch and smaller connections to City main	\$ 164.96
6 inch connection to City main	519.88
8 inch connection to City main	883.88
10 inch connection to City main	1,820.08
12 inch connection to City main	2,959.88

MISCELLANEOUS FEES

Cash deposit for Section 86.43(4)	150.00	
Collection Cost Recovery Fee	40.00	
Water Construction Fee (60 days)	61.00	<u>67.50</u>
Pool Filling Permit:		
Homeowner and contractor	61.00	<u>67.50</u>
Miscellaneous Hydrant Usage:		
Used one day	61.00	<u>67.50</u>
Used after first day	61.00	<u>67.50</u>
Plus metered usage at current water rate, plus 100%		
Unauthorized hydrant use, penalty of	500.00	
Unauthorized water use, penalty of	500.00	

NPDES Permit Treated Groundwater

The permit fee for treated groundwater discharge shall be
\$.08 per 100 cubic feet.

WASTE HAULERS

The following fees for waste haulers permitted to discharge to the POTW are established.
Fees shall be assessed quarterly.

Leachate haulers Treatment Fee, per 100 cubic feet discharged \$8.98

Miscellaneous waste haulers including septage haulers:
(to be paid in advance)

\$80.47 per 1000 gallons per load, or fraction
thereof

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2020-28
STREET AND UTILITY CAPITAL IMPROVEMENT PROGRAM

WHEREAS:

1. The City of Wyoming has updated the nine-year Street and Utility Capital Improvement Program.
2. The Capital Improvement Program identifies Wyoming's street and utility investment priorities and provides staff direction for project development.
3. The Capital Improvement Program is reviewed, revised and updated by the City Council on an annual basis.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the 2020-28 Street and Utility Capital Improvements Program.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
2020-28 Street and Utility Capital Improvement Program

STAFF REPORT

Date: April 15, 2019
Subject: 2020-28 Street & Utility Capital Improvement Program
From: William D. Dooley, Director of Public Works
Meeting Date: May 20, 2019

Recommendation: It is recommended that the City Council approve the attached nine-year street and utility capital program for 2020-28.

Sustainability Criteria:

Environmental Quality – Many of the proposed street and utility capital improvements have a direct positive impact on the environment, from improved wastewater treatment processes to reductions in traffic congestion and associated air quality impacts.

Social Equity – The proposed infrastructure improvements are selected based upon the risks and consequences of failure, thereby treating all Wyoming residents and customers equitably.

Economic Strength –Continual investment in Wyoming’s street and utility infrastructure is essential to the long-term financial health and stability of the community and the West Michigan region.

Quality Service Impact:

Maintaining and improving Wyoming’s street and utility systems is critical to protecting public health and providing essential service to Wyoming residents and customers.

Discussion:

An updated copy of Wyoming’s street and utility capital improvement program is attached for the City Council’s review and approval. This covers a nine-year period from FY 2020 to FY 2028. Many of the project schedules and cost estimates have been revised since the City Council’s review and approval in May 2018. This nine-year program totals approximately \$279 million, including \$70 million for ongoing debt service.

Wyoming proposes to invest \$53 million, or nearly \$6 million per year, in street resurfacing. Approximately 22% of this amount will come from federal transportation funding. \$34 million will come from state motor fuel tax revenue. In order to adequately maintain the City’s 650 lane miles of major and local streets, Wyoming needs to invest at least \$5.5 million each year. In

addition to resurfacing, Wyoming also proposes to invest \$1 million to help reduce traffic congestion in 54th Street.

Wyoming proposes to invest \$0.8 million in storm water improvements, including \$0.5 million to replace the Jackson Park lift station.

Wyoming proposes to invest \$20 million in the sewer collection and treatment system. This includes \$10.8 million at the CWP, \$7.2 million for sewer main lining, and \$1.8 million for advanced meter infrastructure. The annual sewer debt service will average \$3.4 million through 2028.

Wyoming proposes to invest \$123 million in the water treatment, transmission, and distribution system, including \$92 million for the WTP, \$29 million for water main replacement, and \$1.8 million for advanced meter infrastructure. These costs will be financed out of the water and capital improvement funds, and with Ottawa County contributions. Wyoming currently has six outstanding water revenue bonds, four of which will be retired within the next nine years. The annual water debt service will average \$4.4 million.

Budget Impact:

The budget impacts are identified in the above discussion information.

CAPITAL IMPROVEMENT PROGRAM SUMMARY

2020 Draft 3-28-19

Revenues and Expenditures (\$000)

	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	Total
<u>REVENUES AND OTHER SOURCES</u>										
SSWI Millage	3,420	3,490	3,560	3,630	3,700	3,780	3,850	3,930	4,010	33,370
Interest	60	20	20	20	20	20	20	20	20	220
Act 51 Funding (Major Street Fund)	4,770	4,500	3,500	3,480	3,500	3,500	3,500	3,500	3,500	33,750
Federal Funding (STP, EDF-C, CMAQ)	2,010	980	560	2,960	1,300	1,300	1,300	1,300	1,300	13,010
Federal/State Grants (Bridge, EDF-A)	0	0	0	0	0	0	0	0	0	0
Other Sources (Ottawa Co. & Reimbursements)	227	297	17,497	297	17,497	297	1,157	297	297	37,863
Special Assessments (Sidewalk)	0	0	0	0	0	0	0	0	0	0
Street - Revenue (MTF) Bonds	0	0	0	0	0	0	0	0	0	0
Sewer - Revenue Bonds	0	0	0	0	0	0	0	0	0	0
Sewer - Working Capital	5,560	1,950	1,950	1,950	1,950	1,600	1,600	1,600	1,600	19,760
Sewer - Debt Service	3,454	3,450	3,459	3,465	3,359	3,338	3,316	3,292	3,262	30,395
Water - Revenue Bonds	0	0	20,000	0	20,000	0	0	0	0	40,000
Water - Working Capital	6,200	1,630	5,930	1,230	5,230	1,980	3,120	2,880	2,780	30,980
Water - Debt Service	3,388	3,382	3,378	4,248	3,856	5,308	4,983	4,979	4,974	38,496
Stormwater Development Fees	0	0	0	0	0	0	0	0	0	0
Totals	29,089	19,699	59,854	21,280	60,412	21,123	22,846	21,798	21,743	277,844
<u>EXPENDITURES</u>										
Administration Fee to General Fund	380	390	400	410	420	430	440	450	460	3,780
Engineering	800	810	820	830	840	850	860	870	880	7,560
Streets	6,780	5,830	5,860	6,440	6,000	6,000	6,000	6,000	6,000	54,910
Stormwater Systems	540	0	0	230	0	0	0	0	0	770
Sanitary Sewer	5,560	1,950	1,950	1,950	1,950	1,600	1,600	1,600	1,600	19,760
Water	9,350	3,850	43,850	3,850	43,850	3,500	5,500	4,500	4,500	122,750
Debt Service (Street Projects)	0	0	0	0	0	0	0	0	0	0
Debt Service (Sewer Projects)	3,454	3,450	3,459	3,465	3,359	3,338	3,316	3,292	3,262	30,395
Debt Service (Water Projects)	3,465	3,459	3,455	4,325	3,933	5,385	5,060	5,056	5,051	39,189
Totals	30,329	19,739	59,794	21,500	60,352	21,103	22,776	21,768	21,753	279,114
Excess, -Deficiency	(1,240)	(40)	60	(220)	60	20	70	30	(10)	(1,270)
Fund Balance	1,440	200	160	220	0	80	150	180	170	(1,270)

STREET

Project Number/Title	Fiscal Year										Total
	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28		
Resurfacing - Unspecified	4,200	4,600	5,000	2,600	6,000	6,000	6,000	6,000	6,000	46,400	
Resurfacing - Byron Ctr, 44th to SCL	1,340									1,340	
Resurfacing - Wilson, NCL to SCL		1,230								1,230	
Resurfacing - 36th, Burl to Clyde Pk			750							750	
Resurfacing - Eastern, 28th to 44th (Wyo share)			110							110	
Resurfacing - Gezon, Byr Ctr to Clyde Pk				1,730						1,730	
Resurfacing - 54th, Clyde Pk to Div				1,510						1,510	
54th St, Meijer Access	1,000									1,000	
44th / Byron Ctr Rt Lane (SE)	240									240	
Plaster Creek Trail				600						600	
				</							

STORMWATER

4

SANITARY SEWER

[illegible]

WATER

Project Number/Title	Fiscal Year									Total
	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	
Distribution Syst (<i>Asset Management</i>)	3,000	3,000	3,000	3,000	3,000	3,000	3,000	4,000	4,000	29,000
WTP & Transmission (<i>Asset Management</i>)	1,000	500	500	500	500	500	500	500	500	5,000
Meter Replacement Program (AMI)	350	350	350	350	350					1,750
Renovate Burlingame Tanks & Equip	5,000									5,000
New Pipeline Phase I			40,000							40,000
New Low Service Intake					40,000					40,000
Renovate Filters 1-12						2,000				2,000
TOTALS	9,350	3,850	43,850	3,850	43,850	3,500	5,500	4,500	4,500	122,750
										0
										0
Other Sources (Ottawa County)	150	220	17,420	220	17,420	220	1,080	220	220	37,170
Special Assessments										0
										0
										0
Water Revenue Bonds			20,000		20,000					40,000
Water Working Capital	6,200	1,630	5,930	1,230	5,230	1,980	3,120	2,880	2,780	30,980
CIP Fund Cash	3,000	2,000	500	2,400	1,200	1,300	1,300	1,400	1,500	14,600

DEBT SERVICE - SANITARY SEWER

12

**Questions and Answers from the
January 16, 2019 Public Information Meeting**

2019 Water main – Clyde Park Avenue from 26th Street to 36th Street

Q: How will traffic be maintained?

A: One lane will be maintained in each direction throughout the project.

Q: Will you replace the water service to the house?

A: Depending on the existing water service material, the repair will be done as follows:
Copper service – new service from main to existing stop box
Plastic/galvanized service – new service from main to meter

2020 Sanitary sewer – 56th Street from Buchanan Avenue to Division Avenue

Q: How will the Special Assessment rates be applied to each parcel?

A: They are applied per the assessable frontage and per the square footage (drives).

Q: Are residents required to immediately hook up to the new sewer?

A: No, unless their current septic system fails. If your residence is within 200 feet of a sanitary sewer, the KCHD will not issue a permit to replace the septic system.

2021 Water main – Noel, Wykes, and Longstreet Avenues

Q: How will the City route the water services from the rear of house to the front?

A: A plumber will re-route the interior plumbing to accommodate a service entering the house in the front instead of rear.

Q: Is it up to the residents to choose the location of the new meter and service?

A: Yes, working directly with the contractor's plumber.

Q: Why is Wyoming replacing the main in 2021?

A: Because the main is in the rear yards, it is difficult to maintain. Wyoming wants to move it to the street before significant problems begin to occur.

RESOLUTION NO. _____

RESOLUTION TO ADOPT FISCAL YEAR 2019-20 WYOMING CITY BUDGET
AND PROPERTY TAX LEVY TO BE KNOWN AS THE CITY'S 2019-20
GENERAL APPROPRIATIONS ACT

WHEREAS:

1. Section 8.2 of the City Charter of the City of Wyoming ("Charter") and section 14 of the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 *et seq.* (the "UBA Act"), require the City Manager to prepare and submit to the City Council in April of each year a recommended budget for the next fiscal year and the City Manager presented the proposed budget for the 2019-20 fiscal year in accordance with those requirements.
2. Section 8.3 of the Charter and section 16 of the UBA Act require the City Council to hold a public hearing on the proposed budget and Section 16 of the UBA and 1963 (2nd Ex. Sess.) PA 43 require notice of that budget public hearing to be published in a certain form.
3. The City Council held public hearings on the proposed budget at its May 6, 2019 and May 20, 2019 meetings.
4. Section 8.4 of the Charter requires the City Council to adopt the budget for the next fiscal year by a resolution adopted not later than its second meeting in May of each year, section 16 of the UBA Act requires the City Council to pass a general appropriations act, and both the City Charter and the UBA Act require appropriations of funds to meet budgeted expenditures using estimated revenues and fund balances and to levy *ad valorem* property taxes for the next fiscal year by establishing the millage rates.
5. The City Manager proposed *ad valorem* property taxes be levied for the next fiscal year at the same rates as levied during the current fiscal as adjusted by the "Headlee Amendment" millage reduction fraction of 0.9925 and when the separate 0.9692 base tax rate fraction (the oft-called "truth in taxation factor") is applied to the City's current property tax rates, the following table shows the resulting tax rate differential between the application of the truth in taxation factor and the millage reduction fraction:

Authority & Purpose		2019 Levy	BTRF Applied	Tax Rate Differential	Proposed Tax Levy
City Charter §9.1					
	General Operations	4.8938	4.7431	0.1140	4.8571
	Fire Services	0.7487	0.7256	0.0174	0.7430
	Police Services	1.2478	1.2094	0.0290	1.2384
	Parks & Recreation	1.4973	1.4512	0.0348	1.4860
	Sidewalks	0.1496	0.1450	0.0034	0.1484
	Library Operations/ Park Capital	0.3693	0.3579	0.0086	0.3665
	Capital Projects	1.5650	1.5168	0.0364	1.5532
	Public Safety	1.2477	1.2093	0.0290	1.2383
	Subtotals	11.7192	11.3582	0.2727	11.6309
1917 PA 298					
	Yard Waste	0.4000	0.3877	0.0123	0.4000
	TOTALS	12.1192	11.7459	0.2850	12.0309

NOW, THEREFORE, BE IT RESOLVED:

1. As provided in Section 8.4 of the City Charter and in section 16 of the UBA Act, the budgets entitled, "All Fund – Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance Report" and "Annual Budget by Account Classification Report," copies of which are attached and incorporated by reference, are adopted to be administered on an activity (department or component unit) level, as the estimated revenues and general appropriations of the City of Wyoming for the fiscal year ending June 30, 2020.
2. The total mills of ad valorem property taxes to be levied and the purposes for which they are levied are as follows:

Authority & Purpose	Final Levy
Charter	
General Operations	4.8571
Fire Services	0.7430
Police Services	1.2384
Parks & Recreation	1.4860
Sidewalks	0.1484
Library Operations/ Park Capital	0.3665
Capital Projects	1.5532
Public Safety	1.2383
Charter millage rate total	11.6309
State Law	
Yard Waste	0.4000
TOTAL MILLAGE	12.0309

3. The City Manager is authorized to transfer necessary amounts within departments or component unit within any fund which do not affect ending fund balance. For this purpose, Police and Fire will be considered a single Public Safety Department.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

All Fund – Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance Report
Annual Budget by Account Classification Report

Resolution No. _____

City of Wyoming
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
Fiscal Year 2019 - 2020

	Estimated Beginning Fund Balance	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund	\$ 10,931,598	\$ 34,094,877	\$ 35,445,305	\$ (1,350,428)	\$ 9,581,170
Major Streets	3,230,944	7,070,000	8,425,970	(1,355,970)	1,874,974
Local Streets	369,467	2,060,000	2,030,301	29,699	399,166
Public Safety	-	2,787,170	2,787,170	-	-
Fire	-	1,637,860	1,637,860	-	-
Police	-	2,730,450	2,730,450	-	-
Parks & Recreation	198,234	3,956,027	3,953,332	2,695	200,929
Sidewalk Snow Removal	274,269	332,820	446,751	(113,931)	160,338
Solid Waste Disposal	519,095	904,365	987,296	(82,931)	436,164
Building Inspections	924,064	1,603,651	1,584,086	19,565	943,629
Community Dev. Block Grant	-	762,707	762,707	-	-
Indigent Defense	136,395	-	-	-	136,395
Drug Law Enforcement	56,336	-	45,000	(45,000)	11,336
Capital Improvement	1,442,780	3,470,882	4,716,019	(1,245,137)	197,643
Library Maintenance	1,057,039	880,580	527,751	352,829	1,409,868
Sewer Bond Reserve	3,465,483	-	-	-	3,465,483
Sewer Construction Reserve	814,149	100,000	-	100,000	914,149
Sewer*	11,229,861	19,092,150	22,730,272	(3,638,122)	7,591,739
Sewer Total	15,509,493	19,192,150	22,730,272	(3,538,122)	11,971,371
Water*	8,180,613	22,727,130	26,642,424	(3,915,294)	4,265,319
Water Construction Reserve	827,677	100,000	-	100,000	927,677
Water Bond Reserve	3,597,962	-	-	-	3,597,962
Water Total	12,606,252	22,827,130	26,642,424	(3,815,294)	8,790,958
Motor Pool*	2,037,664	4,029,810	3,888,902	140,908	2,178,572
Motor Pool Depreciation Reserve*	2,626,714	1,794,000	1,277,960	516,040	3,142,754
Motor Pool Total	4,664,378	5,823,810	5,166,862	656,948	5,321,326
Capital Projects Revolving	2,115,470	28,432	190,932	(162,500)	1,952,970
Total	\$ 54,035,814	\$ 110,162,911	\$ 120,810,488	\$ (10,647,577)	\$ 43,388,237
Less Transfers Between Funds		(8,964,480)	(8,964,480)		
Less Admin Fee Between Funds		(3,559,923)	(3,289,013)		
Grand Total Revenue and Expenditures		97,638,508	108,556,995		

* Represents working capital balance (current assets less current liabilities)

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 101 General Fund				
Revenue				
Taxes	\$ 11,671,394	\$ 11,671,394	\$ 11,881,583	\$ 12,467,366
Licenses and Permits	1,295,000	1,295,000	1,109,000	1,050,000
Federal Grants	-	334,962	251,168	-
State Grants	6,855,849	6,958,724	7,271,282	7,376,848
Contributions from Local Units	268,073	437,684	384,073	283,680
Charges for Service	3,671,200	3,671,200	3,674,039	3,609,923
Fines and Forfeitures	1,700,000	1,700,000	1,700,000	1,700,000
Interest and Rentals	75,770	75,770	277,646	292,280
Other Revenues	83,900	99,107	175,058	134,300
Other Financing Sources	6,985,068	6,985,068	6,829,858	7,180,480
Revenue Totals	<u>32,606,254</u>	<u>33,228,909</u>	<u>33,553,707</u>	<u>34,094,877</u>
Expenditures				
Personnel Services	24,737,845	25,185,066	24,292,458	26,909,764
Supplies	597,911	614,211	605,876	623,751
Other Services and Charges	7,208,096	7,689,802	7,350,887	7,247,290
Capital Outlay	184,400	573,203	567,774	664,500
Transfers Out	-	-	-	-
Expenditure Totals	<u>32,728,252</u>	<u>34,062,281</u>	<u>32,816,995</u>	<u>35,445,305</u>
Fund Total	(121,998)	(833,372)	736,712	(1,350,428)
Fund Balance, Beginning	<u>10,194,886</u>	<u>10,194,886</u>	<u>10,194,886</u>	<u>10,931,598</u>
Fund Balance, Ending	<u>\$ 10,072,888</u>	<u>\$ 9,361,514</u>	<u>\$ 10,931,598</u>	<u>\$ 9,581,170</u>

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Expenditure detail by program				
10100-City Council	\$ 114,807	\$ 115,807	\$ 112,857	\$ 140,645
10300-City Council - Communication	59,000	59,000	53,400	37,900
13600-District Court	1,654,556	1,676,928	1,711,042	1,732,963
13610-District Court - Building	284,610	326,893	288,610	290,520
15100-District Court - Probation	404,594	677,080	539,947	403,020
17200-City Manager	1,198,059	1,198,059	1,185,565	1,549,470
20100-Finance - Accounting	938,281	938,281	883,793	990,210
25300-Finance - Treasurer	370,637	370,637	352,675	391,486
73200-Finance - Cable TV Commissior	600,000	600,000	509,000	500,000
20900-Assessor	761,899	861,899	714,763	855,198
24700-Assessor - Board of Review	7,251	7,251	2,747	7,251
21000-Attorney - Legal Services	500,000	706,650	653,940	655,896
19100-City Clerk - Election	109,079	144,429	126,134	120,331
21500-City Clerk	546,393	546,393	518,086	575,924
24800-Purchasing - Central Services	108,766	108,766	108,011	108,766
26500-Purchasing - City Hall	2,430	2,430	2,430	1,230
25800-Information Technology	1,760,897	1,766,397	1,625,775	1,854,445
26700-Facilities Maintenance	356,016	356,016	365,568	447,887
30500-Police - Administration Services	1,749,907	1,790,065	1,478,040	1,506,008
30610-Police - Building	397,208	404,098	389,443	455,338
30700-Police - Records Management	404,373	403,373	362,695	383,347
31000-Police - Detective Bureau	2,666,050	2,668,150	2,719,607	2,837,812
31200-Police - Forensic Science Unit	704,339	710,537	700,933	705,423
31500-Police - Patrol	9,137,349	9,203,816	9,178,010	10,044,057
31506-Police - OHSP - Strategic Traffic	-	166,000	82,545	-
31600-Police - Crossing Guard	77,182	79,387	79,387	84,440
31700-Police - Senior Volunteer	15,655	9,955	12,400	11,150
32000-Police - Training	80,000	80,000	80,000	120,400
32100-Police - ACT 302 Training Fund:	16,900	32,224	16,110	15,000
32500-Police - Communications/Dispat	614,380	615,380	615,380	632,720
33400-Police - Jail	365,742	365,742	365,742	365,742
33700-Fire - Administration Services	410,109	444,059	421,488	460,397
33800-Fire - Buildings	200,808	202,593	206,803	550,033
33900-Fire - Fighting	4,318,258	4,494,005	4,396,452	4,508,910
33901-Fire - Dual Empl. Reserves	211,387	210,537	97,061	207,658
33902-Fire - Fighting - Paid on Call	162,014	159,664	132,160	161,663
34100-Fire - Prevention	143,016	143,016	145,283	283,396
42600-Fire - Civil Defense	7,190	8,690	8,181	8,325
40000-Planning	462,547	592,547	585,150	455,566
72800-Economic Development	20,000	20,000	20,000	20,000
44612-Public Works - Kentwood Hwys/	1,575	1,575	-	1,580
44613-Public Works - Other Govt/Agen	4,908	4,908	744	3,158
44800-Public Works - Street Lighting	770,080	770,080	950,073	950,040
75300-Community Outreach Programs	10,000	18,965	18,965	10,000
	<u>\$ 32,728,252</u>	<u>\$ 34,062,281</u>	<u>\$ 32,816,995</u>	<u>\$ 35,445,305</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 110 Allocation Fund				
Revenue				
Other Financing Sources	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenditures				
Personnel Services	1,478,601	1,478,601	1,378,485	163,853
Supplies	11,200	11,200	10,700	1,800
Other Services and Charges	154,600	154,600	149,570	10,844
Capital Outlay	17,050	17,050	14,000	-
Transfers Out	(1,661,451)	(1,661,451)	(1,552,755)	(176,497)
Expenditure Totals	-	-	-	-
Fund Total	-	-	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	\$ -	\$ -	\$ -	\$ -
Expenditure detail by program (before transfers out)				
22800-HR/Risk Management	\$ 230,635	\$ 230,635	\$ 150,641	\$ 176,497
44100-Public Works - Administration	697,950	697,950	683,826	-
44700-Public Works - Engineering	732,866	732,866	718,288	-
	<u>\$ 1,661,451</u>	<u>\$ 1,661,451</u>	<u>\$ 1,552,755</u>	<u>\$ 176,497</u>

Beginning in fiscal year 2020 PW Administration and Engineering will no longer be accounted for in the Allocation Fund. These charges will be accounted for directly in the individual public works related funds.

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 202 Major Streets Fund				
Revenue				
Licenses and Permits	\$ 275,000	\$ 275,000	\$ 280,000	\$ 280,000
Federal Grants	-	-	-	-
State Grants	5,600,000	5,600,000	6,106,500	6,700,000
Charges for Service	-	-	40,000	30,000
Interest and Rentals	13,000	13,000	30,000	30,000
Other Revenues	32,000	32,000	30,000	30,000
Transfers	4,200,000	4,200,000	1,200,000	-
Revenue Totals	<u>10,120,000</u>	<u>10,120,000</u>	<u>7,686,500</u>	<u>7,070,000</u>
Expenditures				
Personnel Services	1,192,692	1,192,692	1,083,935	1,417,284
Supplies	493,250	493,250	477,800	534,660
Other Services and Charges	1,931,114	1,958,854	1,746,879	1,704,026
Capital Outlay	8,200,000	6,854,353	3,710,000	4,770,000
Other Financing Sources	-	1,500,000	600,000	-
Expenditure Totals	<u>11,817,056</u>	<u>11,999,149</u>	<u>7,618,614</u>	<u>8,425,970</u>
Fund Total	(1,697,056)	(1,879,149)	67,886	(1,355,970)
Fund Balance, Beginning	<u>3,163,058</u>	<u>3,163,058</u>	<u>3,163,058</u>	<u>3,230,944</u>
Fund Balance, Ending	<u>\$ 1,466,001</u>	<u>\$ 1,283,908</u>	<u>\$ 3,230,944</u>	<u>\$ 1,874,974</u>
Expenditure detail by program				
46300-Street Maintenance	\$ 9,458,787	\$ 8,138,140	\$ 4,890,963	\$ 6,280,361
47400-Traffic Services	1,002,389	1,005,129	978,845	1,088,973
47800-Winter Maintenance	771,565	771,565	686,751	817,432
48300-Street Administration	584,315	584,315	462,055	239,204
48400-Transfers to Local Streets	-	1,500,000	600,000	-
	<u>\$ 11,817,056</u>	<u>\$ 11,999,149</u>	<u>\$ 7,618,614</u>	<u>\$ 8,425,970</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 203 Local Streets Fund				
Revenue				
Licenses and Permits	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Federal Grants	-	-	-	-
State Grants	1,700,000	1,700,000	1,813,410	2,000,000
Charges for Service	-	-	25,000	15,000
Interest and Rentals	5,000	5,000	5,000	5,000
Other Revenues	10,000	10,000	15,400	15,000
Other Financing Sources	-	2,000,000	600,000	-
Revenue Totals	<u>1,740,000</u>	<u>3,740,000</u>	<u>2,483,810</u>	<u>2,060,000</u>
Expenditures				
Personnel Services	829,131	829,131	799,678	880,834
Supplies	167,640	167,640	161,940	179,640
Other Services and Charges	914,345	929,345	743,694	969,827
Capital Outlay	-	2,146,461	1,850,000	-
Expenditure Totals	<u>1,911,116</u>	<u>4,072,577</u>	<u>3,555,312</u>	<u>2,030,301</u>
Fund Total	(171,116)	(332,577)	(1,071,502)	29,699
Fund Balance, Beginning	<u>1,440,969</u>	<u>1,440,969</u>	<u>1,440,969</u>	<u>369,467</u>
Fund Balance, Ending	<u>\$ 1,269,853</u>	<u>\$ 1,108,392</u>	<u>\$ 369,467</u>	<u>\$ 399,166</u>
Expenditure detail by program				
46300-Street Maintenance	\$ 856,642	\$ 3,015,103	\$ 2,581,051	\$ 889,327
47400-Traffic Services	346,308	346,308	365,303	360,939
47800-Winter Maintenance	615,253	618,253	516,045	673,888
48300-Street Administration	92,913	92,913	92,913	106,147
	<u>\$ 1,911,116</u>	<u>\$ 4,072,577</u>	<u>\$ 3,555,312</u>	<u>\$ 2,030,301</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 205 Public Safety Fund				
Revenue				
Taxes	\$ 2,652,481	\$ 2,652,481	\$ 2,615,700	\$ 2,773,670
Interest and Rentals	4,500	4,500	13,500	13,500
Revenue Totals	<u>2,656,981</u>	<u>2,656,981</u>	<u>2,629,200</u>	<u>2,787,170</u>
Expenditures				
Transfers Out	<u>2,656,981</u>	<u>2,656,981</u>	<u>2,642,958</u>	<u>2,787,170</u>
Expenditure Totals	<u>2,656,981</u>	<u>2,656,981</u>	<u>2,642,958</u>	<u>2,787,170</u>
Fund Total	-	-	(13,758)	-
Fund Balance, Beginning	<u>13,758</u>	<u>13,758</u>	<u>13,758</u>	<u>-</u>
Fund Balance, Ending	<u>\$ 13,758</u>	<u>\$ 13,758</u>	<u>\$ -</u>	<u>\$ -</u>

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 206 Fire Fund				
Revenue				
Taxes	\$ 1,602,056	\$ 1,602,056	\$ 1,535,660	\$ 1,630,110
Interest and Rentals	2,800	2,800	7,750	7,750
Revenue Totals	<u>1,604,856</u>	<u>1,604,856</u>	<u>1,543,410</u>	<u>1,637,860</u>
Expenditures				
Transfers Out	<u>1,604,856</u>	<u>1,604,856</u>	<u>1,551,675</u>	<u>1,637,860</u>
Expenditure Totals	<u>1,604,856</u>	<u>1,604,856</u>	<u>1,551,675</u>	<u>1,637,860</u>
Fund Total	-	-	(8,265)	-
Fund Balance, Beginning	<u>8,265</u>	<u>8,265</u>	<u>8,265</u>	<u>-</u>
Fund Balance, Ending	<u>\$ 8,265</u>	<u>\$ 8,265</u>	<u>\$ -</u>	<u>\$ -</u>

Summary

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 207 Police Fund				
Revenue				
Taxes	\$ 2,668,431	\$ 2,668,431	\$ 2,559,800	\$ 2,717,550
Interest and Rentals	4,800	4,800	12,900	12,900
Revenue Totals	<u>2,673,231</u>	<u>2,673,231</u>	<u>2,572,700</u>	<u>2,730,450</u>
Expenditures				
Transfers Out	<u>2,673,231</u>	<u>2,673,231</u>	<u>2,585,225</u>	<u>2,730,450</u>
Expenditure Totals	<u>2,673,231</u>	<u>2,673,231</u>	<u>2,585,225</u>	<u>2,730,450</u>
Fund Total	-	-	(12,525)	-
Fund Balance, Beginning	<u>12,525</u>	<u>12,525</u>	<u>12,525</u>	<u>-</u>
Fund Balance, Ending	<u>\$ 12,525</u>	<u>\$ 12,525</u>	<u>\$ -</u>	<u>\$ -</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 208 Parks and Recreation Fund				
Revenue				
Taxes	\$ 3,174,273	\$ 3,174,273	\$ 3,071,825	\$ 3,260,265
Federal Grants	175,274	1,656,019	1,656,022	205,070
State Grants	-	270,427	300,000	-
Contributions from Local Units	-	-	-	-
Charges for Service	297,500	301,377	292,580	319,207
Interest and Rentals	19,525	19,525	39,930	40,225
Other Revenues	125,620	138,657	141,580	131,260
Transfers	-	150,000	150,000	-
Revenue Totals	<u>3,792,192</u>	<u>5,710,278</u>	<u>5,651,937</u>	<u>3,956,027</u>
Expenditures				
Personnel Services	2,315,517	3,631,923	3,571,417	2,610,870
Supplies	125,570	201,870	196,370	125,022
Other Services and Charges	1,201,043	1,311,710	1,227,805	1,187,720
Capital Outlay	78,100	1,952,223	1,946,750	29,720
Expenditure Totals	<u>3,720,230</u>	<u>7,097,726</u>	<u>6,942,342</u>	<u>3,953,332</u>
Fund Total	71,962	(1,387,448)	(1,290,405)	2,695
Fund Balance, Beginning	<u>1,488,639</u>	<u>1,488,639</u>	<u>1,488,639</u>	<u>198,234</u>
Fund Balance, Ending	<u>\$ 1,560,601</u>	<u>\$ 101,191</u>	<u>\$ 198,234</u>	<u>\$ 200,929</u>
Expenditure detail by program				
75200-Parks and Rec Administration	\$ 728,109	\$ 732,084	\$ 705,684	\$ 770,337
75600-Parks and Rec - Facilities	1,920,679	3,777,878	3,723,674	1,947,594
75800-Parks and Rec - Senior Center	386,477	439,671	392,436	448,413
76100-Recreation	509,691	509,691	486,488	581,900
76109-21st Century Cohort H	-	18,084	13,742	-
76110-21st Century Cohort I-1	87,637	532,762	532,762	29,301
76111-21st Century Cohort I-2	87,637	535,219	535,219	29,302
76112-21st Century Cohort K	-	552,337	552,337	146,485
	<u>\$ 3,720,230</u>	<u>\$ 7,097,726</u>	<u>\$ 6,942,342</u>	<u>\$ 3,953,332</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 211 Sidewalk Fund				
Revenue				
Taxes	\$ 316,392	\$ 316,392	\$ 308,010	\$ 325,920
Interest and Rentals	1,700	1,700	6,900	6,900
Revenue Totals	<u>318,092</u>	<u>318,092</u>	<u>314,910</u>	<u>332,820</u>
Expenditures				
Personnel Services	35,322	35,322	33,826	43,119
Supplies	3,000	3,000	3,500	4,000
Other Services and Charges	378,703	378,703	381,893	399,632
Expenditure Totals	<u>417,025</u>	<u>417,025</u>	<u>419,219</u>	<u>446,751</u>
Fund Total	(98,933)	(98,933)	(104,309)	(113,931)
Fund Balance, Beginning	<u>378,578</u>	<u>378,578</u>	<u>378,578</u>	<u>274,269</u>
Fund Balance, Ending	<u><u>\$ 279,645</u></u>	<u><u>\$ 279,645</u></u>	<u><u>\$ 274,269</u></u>	<u><u>\$ 160,338</u></u>
Expenditure detail by program				
17500-Administration	\$ 22,991	\$ 22,991	\$ 22,991	\$ 26,560
44200-Snow Removal	320,000	320,000	318,000	330,000
44210-Sidewalk Repair	74,034	74,034	78,228	90,191
	<u><u>\$ 417,025</u></u>	<u><u>\$ 417,025</u></u>	<u><u>\$ 419,219</u></u>	<u><u>\$ 446,751</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 230 Solid Waste Disposal Fund				
Revenue				
Taxes	\$ 844,909	\$ 844,909	\$ 831,345	\$ 887,665
Interest and Rentals	3,000	3,000	16,700	16,700
Reimbursements	-	-	-	-
Revenue Totals	<u>847,909</u>	<u>847,909</u>	<u>848,045</u>	<u>904,365</u>
Expenditures				
Personnel Services	241,065	241,065	226,580	312,813
Supplies	4,000	4,000	1,500	3,100
Other Services and Charges	692,101	692,101	626,635	621,383
Capital Outlay	-	-	-	50,000
Expenditure Totals	<u>937,166</u>	<u>937,166</u>	<u>854,715</u>	<u>987,296</u>
Fund Total	(89,257)	(89,257)	(6,670)	(82,931)
Fund Balance, Beginning	<u>525,765</u>	<u>525,765</u>	<u>525,765</u>	<u>519,095</u>
Fund Balance, Ending	<u>\$ 436,508</u>	<u>\$ 436,508</u>	<u>\$ 519,095</u>	<u>\$ 436,164</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 249 Building Inspection Fund				
Revenue				
Licenses and Permits	\$ 1,418,180	\$ 1,418,180	\$ 1,397,211	\$ 1,454,941
Federal Grants	55,000	55,000	61,101	55,000
Charges for Service	68,500	68,500	56,214	62,510
Fines and Forfeitures	16,000	16,000	10,978	15,200
Interest and Rentals	3,500	3,500	22,100	5,000
Other Revenues	10,000	10,000	10,900	11,000
Revenue Totals	<u>1,571,180</u>	<u>1,571,180</u>	<u>1,558,504</u>	<u>1,603,651</u>
Expenditures				
Personnel Services	1,261,353	1,972,115	1,809,002	1,274,660
Supplies	14,575	14,575	11,388	14,293
Other Services and Charges	261,926	261,926	251,916	294,100
Capital Outlay	2,010	3,610	2,605	1,033
Expenditure Totals	<u>1,539,864</u>	<u>2,252,226</u>	<u>2,074,911</u>	<u>1,584,086</u>
Fund Total	31,316	(681,046)	(516,407)	19,565
Fund Balance, Beginning	<u>1,440,471</u>	<u>1,440,471</u>	<u>1,440,471</u>	<u>924,064</u>
Fund Balance, Ending	<u>\$ 1,471,787</u>	<u>\$ 759,425</u>	<u>\$ 924,064</u>	<u>\$ 943,629</u>
Expenditure detail by program				
37100-Permits	\$ 716,053	\$ 1,106,756	\$ 1,075,859	\$ 767,219
37210-Code Enforcement-Other	301,900	466,494	355,742	296,264
37220-Code Enforcement-CDBG Eligible	115,862	115,862	147,023	119,741
37300-Rental Program	293,696	409,142	345,661	275,516
72200-Zoning and Other Programs	112,353	153,973	150,626	125,346
	<u>\$ 1,539,864</u>	<u>\$ 2,252,226</u>	<u>\$ 2,074,911</u>	<u>\$ 1,584,086</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 256 Community Development Fund				
Revenue				
Federal Grants	\$ 634,088	\$ 748,282	\$ 657,510	\$ 641,707
Interest and Rentals	14,500	14,500	13,250	13,800
Other Revenues	97,496	97,496	111,200	107,200
Other Financing Sources	-	-	-	-
Revenue Totals	<u>746,084</u>	<u>860,278</u>	<u>781,960</u>	<u>762,707</u>
Expenditures				
Personnel Services	182,151	188,252	172,603	160,212
Supplies	680	680	520	640
Other Services and Charges	558,253	646,795	584,286	601,855
Capital Outlay	5,000	24,551	24,551	-
Expenditure Totals	<u>746,084</u>	<u>860,278</u>	<u>781,960</u>	<u>762,707</u>
Fund Total	-	-	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditure detail by program				
17519-Administration 2019	\$ 108,668	\$ 118,668	\$ 113,578	\$ -
17520-Administration 2020	-	-	-	122,682
69119-Rehabilitation 2019	106,272	112,373	101,430	-
69120-Rehabilitation 2020	-	-	-	93,516
69218-CDBG Activities 2018	154,662	226,147	226,147	-
69219-CDBG Activities 2019	376,482	403,090	340,805	90,772
69220-CDBG Activities 2020	-	-	-	455,737
	<u>\$ 746,084</u>	<u>\$ 860,278</u>	<u>\$ 781,960</u>	<u>\$ 762,707</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 260 Indigent Defense Fund				
Revenue				
State Grants	\$ -	\$ 183,193	\$ 137,395	\$ -
Interest and Rentals	-	-	-	-
Transfers	-	7,007	7,007	-
Revenue Totals	-	190,200	144,402	-
Expenditures				
Personnel Services	-	29,970	1,000	-
Supplies	-	13,000	14,673	-
Other Services and Charges	-	147,230	10,500	-
Capital Outlay	-	-	-	-
Expenditure Totals	-	190,200	26,173	-
Fund Total	-	-	118,229	-
Fund Balance, Beginning	-	-	-	118,229
Fund Balance, Ending	\$ -	\$ -	\$ 118,229	\$ 118,229

The Indigent Defense Fund was set up per State requirements in FY 2019. However, due to the timing of receipt of the agreement, the standards will not be implemented until FY 2020. The grant and associated funding will be on the State of Michigan's fiscal year, October through September. Therefore, the budget will be handled with a budget amendment at the time the grant is awarded.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 265 Drug Law Enforcement Fund				
Revenue				
Fines and Forfeitures	\$ -	\$ -	\$ 38,337	\$ -
Interest and Rentals	-	-	1,700	-
Miscellaneous Income	-	-	13,500	-
Revenue Totals	<u>-</u>	<u>-</u>	<u>53,537</u>	<u>-</u>
Expenditures				
Capital Outlay	148,886	156,321	156,321	45,000
Transfers Out	-	-	-	-
Expenditure Totals	<u>148,886</u>	<u>156,321</u>	<u>156,321</u>	<u>45,000</u>
Fund Total	(148,886)	(156,321)	(102,784)	(45,000)
Fund Balance, Beginning	<u>151,685</u>	<u>151,685</u>	<u>151,685</u>	<u>48,901</u>
Fund Balance, Ending	<u>\$ 2,799</u>	<u>\$ (4,636)</u>	<u>\$ 48,901</u>	<u>\$ 3,901</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 320 MTF Major Str Debt Service Fund				
Revenue				
Other Financing Sources	\$ 422,163	\$ 422,163	\$ 2,322,000	\$ -
Revenue Totals	422,163	422,163	2,322,000	-
Expenditures				
Debt Service	422,163	422,163	2,322,000	-
Expenditure Totals	422,163	422,163	2,322,000	-
Fund Total	-	-	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	\$ -	\$ -	\$ -	\$ -

MTF bonds to be paid off in fiscal year 2019. No additional funds will be required for fiscal year 2020.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 400 Capital Improvement Fund				
Revenue				
Taxes	\$ 3,318,041	\$ 3,318,041	\$ 3,210,915	\$ 3,407,882
Federal Grants	2,390,000	2,390,000	-	-
Contributions from Local Units	-	-	-	-
Charges for Service	-	-	125,000	-
Interest and Rentals	7,000	7,000	63,000	63,000
Other Revenues	-	-	-	-
Revenue Totals	<u>5,715,041</u>	<u>5,715,041</u>	<u>3,398,915</u>	<u>3,470,882</u>
Expenditures				
Personnel Services	-	-	-	723,598
Supplies	-	-	-	2,720
Other Services and Charges	780,383	780,383	905,717	448,701
Capital Outlay	400,000	1,859,477	670,000	3,541,000
Transfers Out	4,622,165	4,622,165	3,522,000	-
Expenditure Totals	<u>5,802,548</u>	<u>7,262,025</u>	<u>5,097,717</u>	<u>4,716,019</u>
Fund Total	(87,507)	(1,546,984)	(1,698,802)	(1,245,137)
Fund Balance, Beginning	<u>3,141,582</u>	<u>3,141,582</u>	<u>3,141,582</u>	<u>1,442,780</u>
Fund Balance, Ending	<u>\$ 3,054,075</u>	<u>\$ 1,594,598</u>	<u>\$ 1,442,780</u>	<u>\$ 197,643</u>
Expenditure detail by program				
17500-Administration	\$ 780,383	\$ 780,383	\$ 905,717	\$ 1,176,019
45200-Storm Water Construction	400,000	819,528	670,000	540,000
50200-Major Street Construction	-	1,039,949	-	-
50300-Local Street Construction	-	-	-	-
57300-Capital Outlay Watermain	-	-	-	3,000,000
99900-Transfers	4,622,165	4,622,165	3,522,000	-
	<u>\$ 5,802,548</u>	<u>\$ 7,262,025</u>	<u>\$ 5,097,717</u>	<u>\$ 4,716,019</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 401 Library Maintenance & Capital Fund				
Revenue				
Taxes	\$ 768,588	\$ 768,588	\$ 757,692	\$ 803,840
Contributions from Local Units	61,540	61,540	61,540	61,540
Interest and Rentals	4,000	4,000	14,900	15,200
Other Revenues	-	-	130	-
Revenue Totals	<u>834,128</u>	<u>834,128</u>	<u>834,262</u>	<u>880,580</u>
Expenditures				
Personnel Services	113,079	113,079	96,535	96,526
Supplies	26,050	26,050	22,500	22,700
Other Services and Charges	286,169	286,169	271,854	289,025
Capital Outlay	24,500	172,688	70,000	119,500
Expenditure Totals	<u>449,798</u>	<u>597,986</u>	<u>460,889</u>	<u>527,751</u>
Fund Total	384,330	236,142	373,373	352,829
Fund Balance, Beginning	<u>683,666</u>	<u>683,666</u>	<u>683,666</u> *	<u>1,057,039</u>
Fund Balance, Ending	<u>\$ 1,067,996</u>	<u>\$ 919,808</u>	<u>\$ 1,057,039</u>	<u>\$ 1,409,868</u>
Expenditure detail by program				
17500-Administration	\$ 42,244	\$ 42,244	\$ 42,244	\$ 45,445
26700-Facility Maintenance	407,554	555,742	418,645	399,306
75600-Parks Facility Capital Outlay	-	-	-	83,000
	<u>\$ 449,798</u>	<u>\$ 597,986</u>	<u>\$ 460,889</u>	<u>\$ 527,751</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
	Fund: 588 Sewer - Bond and Interest Fund			
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	-	-	-	-
Fund Total	-	-	-	-
Net Position, Beginning	3,465,483	3,465,483	3,465,483	3,465,483
Net Position, Ending	\$ 3,465,483	\$ 3,465,483	\$ 3,465,483	\$ 3,465,483

This fund reflects the funds set aside to meet the debt service reserve requirement set by the bond covenants.

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 589 Sewer - Construction Reserve				
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Other Financing Sources	90,000	90,000	140,000	100,000
Revenue Totals	<u>90,000</u>	<u>90,000</u>	<u>140,000</u>	<u>100,000</u>
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	90,000	90,000	140,000	100,000
Net Position, Beginning	<u>674,149</u>	<u>674,149</u>	<u>674,149</u>	<u>814,149</u>
Net Position, Ending	<u>\$ 764,149</u>	<u>\$ 764,149</u>	<u>\$ 814,149</u>	<u>\$ 914,149</u>

This fund retains transfers set aside for future capacity expansion projects.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 590 Sewer Fund				
Revenue				
State Grants	\$ -	\$ -	\$ 372,228	\$ -
Contributions from Local Units	417,000	417,000	417,000	417,000
Charges for Service	17,719,065	17,719,065	18,080,000	18,270,000
Fines and Forfeitures	160,000	160,000	160,000	160,000
Interest and Rentals	67,000	67,000	230,150	230,150
Other Revenues	17,000	17,000	40,000	15,000
Other Financing Sources	-	-	-	-
Revenue Totals	<u>18,380,065</u>	<u>18,380,065</u>	<u>19,299,378</u>	<u>19,092,150</u>
Expenditures				
Personnel Services	4,153,480	4,153,480	4,423,802	4,738,979
Supplies	872,349	879,349	701,600	833,507
Other Services and Charges	7,866,154	8,109,523	7,676,986	8,003,250
Capital Outlay	1,736,500	4,044,346	3,712,000	5,580,000
Debt Service	3,456,589	3,456,589	3,455,968	3,474,536
Transfers Out	90,000	90,000	140,000	100,000
Expenditure Totals	<u>18,175,072</u>	<u>20,733,286</u>	<u>20,110,356</u>	<u>22,730,272</u>
Fund Total	204,993	(2,353,221)	(810,978)	(3,638,122)
Working Capital, Beginning	<u>12,040,839</u>	<u>12,040,839</u>	<u>12,040,839</u>	<u>11,229,861</u>
Working Capital, Ending*	<u>\$ 12,245,832</u>	<u>\$ 9,687,618</u>	<u>\$ 11,229,861</u>	<u>\$ 7,591,739</u>

*Working capital excludes Funds 588 and 589

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Expenditure detail by program				
54200-Transmission	\$ 1,281,861	\$ 1,341,861	\$ 1,295,634	\$ 1,584,479
54400-Capital Outlay	806,500	818,500	812,000	1,450,000
54100-Administration Services	2,240,717	2,240,717	2,365,418	2,013,479
54300-Treatment	7,535,811	7,721,180	7,426,580	8,139,484
54310-Treatment-Lab Services	724,696	724,696	747,026	762,015
54400-Capital Outlay	910,000	3,205,846	2,900,000	4,110,000
54700-Industrial Pretreatment	570,267	575,267	550,670	587,984
54800-GVRBA Operations-Land Appl	519,298	519,298	359,979	470,813
54801-GVRBA Operations-Pump House	39,333	39,333	57,081	37,482
92500-Revenue Bonds	3,456,589	3,456,589	3,455,968	3,474,536
99900-Transfers	90,000	90,000	140,000	100,000
	<u>\$ 18,175,072</u>	<u>\$ 20,733,286</u>	<u>\$ 20,110,356</u>	<u>\$ 22,730,272</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 591 Water Fund				
Revenue				
Federal Grants	\$ -	\$ -	\$ -	\$ -
State Grants	-	-	-	-
Charges for Service	22,015,665	22,015,665	21,359,210	22,107,130
Fines and Forfeitures	170,000	170,000	140,000	140,000
Interest and Rentals	191,000	191,000	371,000	200,000
Other Revenues	371,000	371,000	999,000	280,000
Other Financing Sources	-	-	-	-
Revenue Totals	<u>22,747,665</u>	<u>22,747,665</u>	<u>22,869,210</u>	<u>22,727,130</u>
Expenditures				
Personnel Services	5,506,663	5,506,663	5,849,620	6,254,542
Supplies	1,489,665	1,494,066	1,449,800	1,627,463
Other Services and Charges	5,636,403	5,721,957	5,549,717	5,501,078
Capital Outlay	2,391,500	6,222,064	5,250,000	6,350,000
Debt Service	6,802,611	6,802,611	6,797,914	6,809,341
Transfers Out	90,000	90,000	140,000	100,000
Expenditure Totals	<u>21,916,842</u>	<u>25,837,361</u>	<u>25,037,051</u>	<u>26,642,424</u>
Fund Total	830,823	(3,089,696)	(2,167,841)	(3,915,294)
Working Capital, Beginning	<u>10,348,454</u>	<u>10,348,454</u>	<u>10,348,454</u>	<u>8,180,613</u>
Working Capital, Ending*	<u>\$ 11,179,277</u>	<u>\$ 7,258,758</u>	<u>\$ 8,180,613</u>	<u>\$ 4,265,319</u>

*Working capital excludes Funds 592 and 593

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Expenditure detail by program				
56200-T and D - Mains	\$ 1,116,152	\$ 1,132,902	\$ 1,140,883	\$ 1,456,559
56600-T and D - Hydrants	108,962	108,962	99,291	107,466
56700-T and D - Services	1,278,763	1,294,763	1,309,870	1,381,389
57300-Capital Outlay	1,531,500	3,497,642	3,000,000	350,000
57400-Installation of Service	20,809	21,309	22,156	22,239
55100-Administration	1,612,826	1,612,826	1,887,209	1,524,464
55300-Pumping and Treatment	5,948,284	5,987,607	5,959,621	6,318,005
55310-Pumping & Treatment-Lab Service	586,978	586,978	587,520	606,010
55800-T and D - Storage/E of Gezon	21,023	23,803	24,635	16,203
55900-T and D - Gezon Station	492,962	509,254	507,780	503,330
56100-T and D - Storage/W of Gezon	48,333	49,893	39,751	34,955
56300-T and D - Pipeline to Gezon	167,208	167,208	157,735	171,064
56400-T and D - Pipeline Meters	75,069	75,069	72,819	75,147
56500-T and D - Meters	605,311	602,061	484,329	574,521
56900-Customer Accounting	550,051	550,051	555,538	591,731
57000-Ottawa County	3,336,369	3,336,369	3,336,369	3,340,119
57300-Capital Outlay	860,000	2,724,422	2,250,000	6,000,000
92500-Revenue Bonds	3,466,242	3,466,242	3,461,545	3,469,222
99900-Transfers	90,000	90,000	140,000	100,000
	<u>\$ 21,916,842</u>	<u>\$ 25,837,361</u>	<u>\$ 25,037,051</u>	<u>\$ 26,642,424</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 592 Water - Construction Reserve Fun				
Revenue				
Interest and Rentals				
Other Financing Sources	\$ 90,000	\$ 90,000	\$ 140,000	\$ 100,000
Revenue Totals	90,000	90,000	140,000	100,000
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	-	-	-	-
Fund Total	90,000	90,000	140,000	100,000
Net Position, Beginning	687,677	687,677	687,677	827,677
Net Position, Ending	\$ 777,677	\$ 777,677	\$ 827,677	\$ 927,677

This fund retains transfers set aside for future capacity expansion projects.

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
	Fund: 593 Water - Bonds and Interest			
Revenue				
Interest and Rentals	\$ -	\$ -	\$ -	\$ -
Revenue Totals	-	-	-	-
Expenditures				
Transfers Out	-	-	-	-
Expenditure Totals	-	-	-	-
Fund Total	-	-	-	-
Net Position, Beginning	3,597,962	3,597,962	3,597,962	3,597,962
Net Position, Ending	\$ 3,597,962	\$ 3,597,962	\$ 3,597,962	\$ 3,597,962

This fund reflects the funds set aside to meet the debt service reserve requirement set by the bond covenants.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 661 Motor Pool Fund				
Revenue				
Federal Grants				
Charges for Service	25,000	25,000	30,000	30,000
Interest and Rentals	4,179,900	4,179,900	3,781,334	3,999,810
Other Revenues	-	-	1,014	-
Revenue Totals	<u>4,204,900</u>	<u>4,204,900</u>	<u>3,812,348</u>	<u>4,029,810</u>
Expenditures				
Personnel Services	689,382	689,382	668,437	775,156
Supplies	686,876	686,876	664,250	701,940
Other Services and Charges	804,451	828,206	800,886	802,806
Transfers Out	1,650,000	1,650,000	1,650,000	1,609,000
Expenditure Totals	<u>3,830,709</u>	<u>3,854,464</u>	<u>3,783,573</u>	<u>3,888,902</u>
Fund Total	374,191	350,436	28,775	140,908
Working Capital, Beginning	<u>2,008,889</u>	<u>2,008,889</u>	<u>2,008,889</u>	<u>2,037,664</u>
Working Capital, Ending	<u>\$ 2,383,080</u>	<u>\$ 2,359,325</u>	<u>\$ 2,037,664</u>	<u>\$ 2,178,572</u>
			Fund 662	\$ 3,142,754
			Total Working Capital Between Fund 661/662	\$ 5,321,326
Expenditure detail by program				
58100-Administration Fee	\$ 331,966	\$ 331,966	\$ 365,577	\$ 238,833
58200-Equipment Operations	1,467,396	1,467,396	1,377,530	1,642,339
58300-Building	381,347	405,102	390,466	398,730
99900-Transfers	1,650,000	1,650,000	1,650,000	1,609,000
	<u>\$ 3,830,709</u>	<u>\$ 3,854,464</u>	<u>\$ 3,783,573</u>	<u>\$ 3,888,902</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 662 Motor Pool - Depreciation Res				
Revenue				
Grants	\$ -	\$ -	\$ -	\$ -
Interest and Rentals	9,100	9,100	35,000	15,000
Other Revenues	140,000	140,000	163,000	170,000
Other Financing Sources	1,650,000	1,650,000	1,650,000	1,609,000
Revenue Totals	<u>1,799,100</u>	<u>1,799,100</u>	<u>1,848,000</u>	<u>1,794,000</u>
Expenditures				
Capital Outlay	<u>1,243,000</u>	<u>1,764,092</u>	<u>1,730,000</u>	<u>1,277,960</u>
Expenditure Totals	<u>1,243,000</u>	<u>1,764,092</u>	<u>1,730,000</u>	<u>1,277,960</u>
Fund Total	556,100	35,008	118,000	516,040
Net Position, Beginning	<u>2,508,714</u>	<u>2,508,714</u>	<u>2,508,714</u>	<u>2,626,714</u>
Net Position, Ending	<u>\$ 3,064,814</u>	<u>\$ 2,543,722</u>	<u>\$ 2,626,714</u>	<u>\$ 3,142,754</u>

City of Wyoming, Michigan
Annual Budget by Account Classification

	Summary			
	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 800 Capital Projects Revolving Fund				
Revenue				
Interest and Rentals	\$ 23,435	\$ 23,435	\$ 61,637	\$ 11,698
Other Revenues	309,190	309,190	470,179	16,734
Revenue Totals	<u>332,625</u>	<u>332,625</u>	<u>531,816</u>	<u>28,432</u>
Expenditures				
Other Services and Charges	63,825	63,825	224,815	40,932
Capital Outlay	50,000	310,181	365,190	150,000
Transfers	-	150,000	150,000	-
Expenditure Totals	<u>113,825</u>	<u>524,006</u>	<u>740,005</u>	<u>190,932</u>
Fund Total	218,800	(191,381)	(208,189)	(162,500)
Fund Balance, Beginning	<u>2,173,659</u>	<u>2,173,659</u>	<u>2,173,659</u>	<u>1,965,470</u>
Fund Balance, Ending	<u>\$ 2,392,459</u>	<u>\$ 1,982,278</u>	<u>\$ 1,965,470</u>	<u>\$ 1,802,970</u>

- The capital outlay for FY 2020 is related to Gezon Park improvement planning costs.

05.20.19
Manager/JRS

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2019-2020 BUDGET FOR THE WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval.
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2019-2020.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

2019-2020 DDA Budget Proposals and Justification
DDA Annual Budget Classification Report
DDA Resolution Approving the Budget

Resolution No. _____

**City of Wyoming
Downtown Development Authority
2019-2020 Budget Proposals and Justification**

Revenue:

- Investment income has been quite small; nothing is budgeted.
- The Assessor's Office and Treasurer Andrea Boot indicate there may be a small tax capture this year; nothing is budgeted.
- The changes to Personal Property Tax law created a "Small Taxpayer Loss (STL) Reimbursement" payable from the State. Actual revenue from the STL has varied from \$55,000 to \$119,000 per year. I have budgeted \$130,000 this year.

Expenses:

- **Staff: \$25,000** - The DDA will fund \$25,000 of the Assistant to the City Manager's wages.
- **Administrative Fee:** Fees paid by non-General Fund Departments for general government, building overhead, mailing etc. The DDA has been unable to fund this since 2013.
- **Supplies: \$200** is budgeted for other services. Office and event supplies.
- **Professional Services, Legal: \$1,000** is budgeted to provide any specialized legal services relating to TIF district.
- **Marketing: \$1,000** is budgeted to provide any necessary marketing services or materials for the District.
- **Travel, Training: \$1,500** - Covers part of the cost of one national marketing event; alternatively, local or regional staff training for retail/commercial development topics.
- **Printing and Advertising: \$300** - The DDA is required to publish an annual report in the newspaper.
- **Brownfield Payments: \$578** – Covers the Brownfield payment for Baker 1515 Realty L.L.C.
- **Corridor Property Maintenance: \$18,000** for installation, removal and storage of holiday decorations, repairs to the irrigation system or decorative sidewalks.
- **Corridor Landscape Maintenance: \$27,000** (same) Annual maintenance of lawns and plantings in the ROW in the DDA.
- **Projects: \$5,000** has been budgeted for potential project costs in the District.
- **Wyoming Gives Back: \$3,500** - Supplies, marketing, advertising and sound equipment.
- **Metro Cruise: \$2,500** - In light of budget constraints, this expense may need to be reconsidered in this or future years.
- **Holiday Lights: \$5,000.** To replace rope lights that no longer work and also purchase rope lights for the 28West Place light poles.
- **Pedestrian Lighting: \$10,000.** Plan continued inspection and repair of light fixtures, power outlets for holiday lighting; replacements as needed due to damage.

City of Wyoming, Michigan
Annual Budget by Account Classification

Summary

	2019 Adopted Budget	2019 Amended Budget	2019 Estimated Amount	2020 Proposed
Fund: 995 Downtown Development Authority				
Revenue				
Taxes	\$ 100,000	\$ 100,000	\$ 142,499	\$ 130,000
Interest and Rentals	-	-	5,000	500
Revenue Totals	<u>100,000</u>	<u>100,000</u>	<u>147,499</u>	<u>130,500</u>
Expenditures				
Supplies	200	200	50	200
Other Services and Charges	74,800	74,800	53,059	75,800
Transfers	25,000	25,000	25,000	25,000
Expenditure Totals	<u>100,000</u>	<u>100,000</u>	<u>78,109</u>	<u>101,000</u>
Fund Total	-	-	69,390	29,500
Net Position, Beginning*	<u>198,404</u>	<u>198,404</u>	<u>198,404</u>	<u>267,794</u>
Net Position, Ending	<u><u>\$ 198,404</u></u>	<u><u>\$ 198,404</u></u>	<u><u>\$ 267,794</u></u>	<u><u>\$ 297,294</u></u>

***Unrestricted**

RESOLUTION NO. 01-19

RESOLUTION TO RECOMMEND THE BUDGET FOR THE
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE FISCAL YEAR ENDING JUNE 30, 2020

WHEREAS, Public Act 197 of the State of Michigan requires the Director of the Downtown Development Authority to submit a budget to the Board of the Downtown Development Authority, and

WHEREAS, the Director has submitted said budget for recommendation, and

WHEREAS, Public Act 197 further states that said budget must be approved by the City Council of the City of Wyoming prior to adoption by the Board of the Downtown Development Authority; now, therefore,

BE IT RESOLVED, that the revised budget attached hereto and made a part hereof by reference is hereby considered and recommended by the Board of the City of Wyoming Downtown Development Authority for adoption by the City Council of the City of Wyoming.

Boardmember Poll moved, seconded by Boardmember VandervVeen, that the above Resolution be adopted.

Motion carried: Yeas: 5 Nays: 0

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the April 9, 2019.



Megan Sall
DDA Director/Assistant City Manger

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE GRAND VALLEY REGIONAL
BIOSOLIDS AUTHORITY (GVRBA) BUDGET FOR FISCAL YEAR 2020

WHEREAS:

1. The GVRBA Operations Team prepared a budget for the 2020 fiscal year as required in section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.
2. Each City is required by the Joint Biosolids Management Project Agreement to approve the budget prior to the start of the fiscal year.
3. Wyoming's required contribution to the GVRBA 2020 fiscal year budget is \$3,480,000.
4. Pending approval of Wyoming's 2020 fiscal year budget, sufficient funds will exist in account number 590-590-54300-921000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the Grand Valley Regional Biosolids Authority (GVRBA) budget for fiscal year 2020.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
GVRBA Budget

Resolution No. _____

STAFF REPORT

Date: April 15, 2020

Subject: Grand Valley Regional Biosolids Authority FY2020 Budget Approval

From: Jon Burke, CWP Superintendent

Meeting Date: May 20, 2019

RECOMMENDATION:

It is recommended that the City Council approve the FY2020 budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

SUSTAINABILITY CRITERIA:

Environmental Quality – The adoption of the FY2020 GVRBA budget assures the continued commitment by Wyoming to provide a diversity of residuals disposition options that are environmentally beneficial including land application (fertilizer) and landfill (energy generation).

Social Equity – The GVRBA provides the same high quality service to all areas of Wyoming without regard to income level or socio-economic status.

Economic Strength – The FY2020 GVRBA budget presents an affordable means of biosolids treatment and disposition, as reflected by Wyoming's commitment to partner with Grand Rapids to produce efficiencies gained by leveraging the resources of both communities.

QUALITY CUSTOMER SERVICE:

The preferred method of residuals removal is to use it as a fertilizer through the land application program. This is not possible during certain times of the year so it is very beneficial to have a secondary source of removal through the dewatering equipment shared with the City of Grand Rapids.

DISCUSSION:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, the Wyoming City Council, and the Grand Rapids City Commission. Budget development occurred earlier this year by the staff at both facilities including designated project manager. On March 21, the GVRBA Board of Directors approved the FY2020 budget and recommended subsequent approval by both communities.

The FY2020 GVRBA budget includes a 29% decrease in land fill costs, due to a reduction in the volume of Grand Rapids biosolids, and a 49% increase in the land application costs, due higher contractor rates.

Per the Joint Biosolids Management Project Agreement, Wyoming's share of the FY2020 GVRBA budget is based on the dry ton contribution in FY2018. This means that Wyoming share of the FY2020 GVRBA budget will be \$3,480,000. This is an increase of \$610,000 from the current FY2019 GVRBA budget.

BUDGET IMPACT:

Wyoming's share of the FY2020 GVRBA budget will be financed out of the Sewer Fund (account 590-590-54300-921000).

Projected and Historical Dry Ton Production Information

Annual Biosolids Dry Tons		FY2020 Proposed Budget Budget	FY2019 Budget
GRWRRF			
	Amount sent to landfill	8,500.0	11,500.0
	<i>GRWRRF Sub-Total</i>	<i>8,500.0</i>	<i>11,500.0</i>
WCWP			
	Amount sent to landfill	1,200.0	1,350.0
	Amount applied to land i	5,100.0	5,125.2
	<i>WCWP Sub-Total</i>	<i>6,300.0</i>	<i>6,475.2</i>
	Total	14,800.0	17,975.2

Partner Percentage Calculation of Debt Service and Administration

Partner Percentage of Total			
	GRWRRF	67.06%	64.32%
	WCWP	32.94%	35.68%
Annual Debt Service		\$ 2,095,803.00	\$ 2,099,918.75
Storage Tank Rental		\$ 409,760.00	\$ 409,760.00
Administrative Cost		\$ 11,320.00	\$ 11,420.50
WAS Tank Lease			
	Total	\$ 2,516,883.00	\$ 2,521,099.25
Partner Share of Debt Service and Administration			
	GRWRRF (Monthly = \$140,651.81)	\$ 1,687,821.74	\$ 1,621,571.04
	WCWP (Monthly = \$69,088.44)	\$ 829,061.26	\$ 899,528.21

Partner Percentage Calculation of Operations and Maintenance

Landfill			
	GRWRRF	87.63%	89.49%
	WCWP	12.37%	10.51%
Land Application			
	GRWRRF	0.00%	0.00%
	WCWP	100.00%	100.00%
Landfill Cost		\$ 2,985,100.00	\$ 4,222,127.43
Land Application Cost		\$ 2,281,489.99	\$ 1,529,321.94
Partner Share of Operations and Maintenance			
	GRWRRF (Monthly = \$217,984.11)	\$ 2,615,809.28	\$ 3,778,557.62
	WCWP (Monthly = \$220,898.39)	\$ 2,650,780.71	\$ 1,972,891.75

Revenue

Cash Balance			
	Operations (Subfund 592)	\$3,384,816.00	\$3,384,816.00
	Construction (Subfund 593)		
	<i>Cash Balance Total</i>	<i>\$ 3,384,816.00</i>	<i>\$ 3,384,816.00</i>
Revenue Requirements		\$ 7,783,472.99	\$ 8,272,548.62
GRWRRF			
	Debt Service and Administration	\$ 1,687,821.74	\$ 1,621,571.04
	Landfill Cost	\$ 2,615,809.28	\$ 3,778,557.62
	Land Application Cost	\$ -	\$ -

	Total	\$ 4,303,631.02	\$ 5,400,128.66
WAS Tank Lease		\$60,000	
WCWP			
Debt Service And Administration	\$ 829,061.26	\$ 899,528.21	
Landfill Cost	\$ 369,290.72	\$ 443,569.81	
Land Application Cost	\$ 2,281,489.99	\$ 1,529,321.94	
Total	\$ 3,479,841.97	\$ 2,872,419.96	
Partner Share of Revenue Requirements			
GRWRRF (Monthly = \$363,635.92)	\$ 4,363,631.02	\$ 5,400,128.66	
WCWP (Monthly = \$289,986.83)	\$ 3,479,841.97	\$ 2,872,419.96	
Dry Ton Rate	\$ 525.91	\$ 460.22	
Expenses			
7520 Supplies			
Polymer	576,000.00	834,127.43	
Miscellaneous	182,000.00	182,000.00	
Supplies Sub-Total	\$ 758,000.00	\$ 1,016,127.43	
8010 Contractual Services			
Trucking	342,600.00	545,000.00	
Landfill	1,080,000.00	1,682,000.00	
Land Application	2,281,489.99	1,529,321.94	
GRWRRF O&M Segments 1 & 4	667,000.00	815,000.00	
Financial Processing (Grand Rapids Comptro	5,000.00	5,100.50	
WCWP O&M Segments 2 & 3	37,500.00	39,000.00	
Administration Services (Legal/Audit/Insuranc	6,320.00	6,320.00	
Centrifuge Service	100,000.00	100,000.00	
Contractual Services Sub-Total	\$ 4,519,909.99	\$ 4,721,742.44	
9410 Equipment Rental/Lease			
WCWP Storage Tank Rental	409,760.00	409,760.00	
Equipment Rental or Lease Sub-Total	\$ 409,760.00	\$ 409,760.00	
9880 Capital Improvements			
CWP Roof Top Unit	-	25,000.00	
Capital Improvements Sub-Total	\$ -	\$ 25,000.00	
Debt Service			
GRWRRF	1,405,445.49	1,350,667.74	
WCWP	690,357.51	749,251.01	
Debt Service Sub-Total	\$ 2,095,803.00	\$ 2,099,918.75	
Expenses Total	\$ 7,783,472.99	\$ 8,272,548.62	

GRWRRF = City of Grand Rapids Wastewater Treatment Plant

MDEQ = Michigan Department of Environmental Quality

GVRBA = Grand Valley Regional Biosolids Authority

WCWP = City of Wyom

O&M = Operation and M

RESOLUTION NO. _____

RESOLUTION TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS:

1. The Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018.
2. The Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018.
3. The Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

By
CRA Engineering Committee
Local Agency Pavement Warranty Task Force

Revised 8-13-2018

TABLE OF CONTENTS

Topic	Page
Cover	1
Table of Contents	2
Preface - Intent of the Local Agency Warranty Program	3
Pavement Warranty Reporting and General Warranty Project Selection	4
Warranty Contract Process	5
General Guidelines of Local Road Agency Warranties	6
Warranty Documents	7
Warranty Process	7
Rights and Responsibilities of the Local Agency	8
Rights and Responsibilities of the Contractor	8
Supplemental Lien Bonds and Liability Insurance	9
Warranty Inspections	9
Correction of Defects	9
Emergency Repairs	10
<u>Appendix A – Flow Charts</u>	11
Warranty Determination Process	12
Warranty Process	13
Warranty Inspection Subprocess	14
Resolve Subprocess	15
<u>Appendix B – Inspection Guidelines</u>	16
HMA New Construction/Reconstruction	17
HMA Construction over Aggregate Base without Base or Drainage Improvement	20
HMA Overlay	23
New/Reconstructed Jointed Plain Concrete Pavement	26
<u>Appendix C – Inspection Forms (under development)</u>	29
HMA Inspection Form	30
Concrete Inspection Form	31
<u>Appendix D – Model Pavement Warranty Contract and Bond Forms (under development)</u>	32
Local Agency Pass-Through Warranty Bonds	33
Local Agency Pavement Warranty Bond Form	34
Local Agency Pavement Warranty Contract	35
<u>Appendix E – Reporting Forms (under development)</u>	36
Pavement Warranty Reporting	36
<u>Appendix F – Education and Training (under development)</u>	37
Education of Local Road Agencies on Local Pavement Warranty Program	37

PREFACE- Intent of the Local Agency Warranty Program

The Legislature (P.A. 175 of 2015) requires each local road agency to adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. Warranties have the potential to improve the quality of road projects, benefitting the drivers, taxpayers and road agencies of Michigan

The intent of the Local Agency Pavement Warranty Program is to provide a warranty program that all local agencies can use for all hot mix asphalt and plain jointed concrete paving projects on public roads and streets. This pavement warranty program was created by the Local Agency Pavement Warranty Task Force, to establish a common pavement warranty program for all local agencies in Michigan. The goals of this Local Agency Pavement Warranty program is to standardize the review, to provide oversight of pavement warranty projects, and to make this program more transparent and uniform for private sector contractors.

This Local Agency Pavement Warranty Program is available for all local road agencies if they choose to use it. Local road agencies vary dramatically in size and sophistication; therefore the Local Road Warranty Task Force developed a warranty program to address the capabilities of the rural, the mid-sized urban and the large urban agencies. This approach provides a warranty program that meets the intent of Public Act 175 of 2015 (MCL 247.662 and 247.663), and provides all local road agencies with a pavement warranty program that provides value to the public.

The Local Road Warranty Task Force recognizes there may be substantial benefits and public confidence resulting from a comprehensive pavement warranty program. However, the existing pavement structure, drainage and planned improvements for each project will need to be evaluated on an individual basis to critically assess a justification or basis for a pavement warranty. Road agencies should anticipate increased project costs related to higher bid prices and costs for the warranty administration such as: pavement monitoring, defect documentation, official notifications, joint field inspections; defect remediation and dispute resolution.

The intent of this GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM, is to provide an overview and guidance on implementing a pavement warranty project. This guideline is intended for local agency use and it not intended to be a contract document.

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

Pavement Warranty Reporting and General Warranty Project Selection

According to PA 175 of 2015, all local road agencies must submit an annual report to the state for all projects where the pavement-related bid items exceeded \$ 2 million, regardless of whether or not the agency included a pavement warranty on the project. Each local road agency must submit and maintain its records to comply with the reporting requirements included in Appendix E.

The Task Force determined that the Legislature's intent for local pavement warranties is to provide assurances to elected officials and taxpayers in the use of the new funds arriving for road and bridge infrastructure. Assurances which include that local road projects would be held to a higher standard in the future.

At the same time, there are logical explanations why a local road agency may choose to not require a warranty such as unjustifiably higher costs for a warranted project that may or may not be affordable to the community and may or may not be justified by the scope of the project; recognition of a limit to the contractor's ability to bond for every project; some projects are simple preservation or resurfacing over an existing imperfect road base wherein the contractor cannot control such pre-existing conditions; and many other engineering factors that indicate a pavement warranty would not serve the taxpayer's best interests. Whether or not a warranty is selected on a project with \$2 million in pavement related items, this must be reported to the Legislature on an annual, state fiscal year basis.

The Legislature had the wisdom to specify that warranties would be left to the discretion and justification of the local road agency and its road engineering expertise. Agencies can waive a pavement warranty with a written justification. The agency's written justification identifies reasons such as project appropriateness, scope and type of project improvements, why this is in the best interest of the local agency, project cost justification, and effectiveness of the warranty provisions. It is highly recommended for all local road agencies with paving projects where the engineer's opinion of cost exceeds \$ 1.8 million in pavement related items that serious consideration should be given to include the pavement warranty special provisions in the project proposal prior to advertisement.

The Task Force does not believe the Legislature intended every local new construction, reconstruction, rehabilitation, and overlay road project to be warranted, and thus included the \$2 million threshold. Because pavement is the road component most likely to fail – and the area most aggravating to the motoring public – the Task Force believed the Local Pavement Warranty Program was intended to focus on pavement-related items. The Task Force has relied on customary and basic engineering principles in defining pavement-related items that are recommended for consideration of a warranty. As a result of the Local Agency Warranty Task Force believes the Michigan Legislature intended a local road agency to use its best judgment in requiring a warranty, consistent with the scope of the intended project and the ability to enforce it.

This Local Agency Pavement Warranty Program considers the vast array of project types and sizes. Local road agency projects often involve short stretches of pavement resurfacing to address a surface condition or safety concern. These types of projects are accomplished with very limited budgets, often with funding from non-MTF sources. In addition, often these types of projects do not address the subgrade, existing aggregate base or drainage systems; which all are major factors in determining the longevity of a pavement surface. If the road segment may

be subjected to a significant amount of overloads (higher than average daily truck counts and/or heavier than normal axle loading) during the anticipated warranty term, the road may not be a good candidate for pavement warranties. Therefore, the Local Agency Pavement Warranty Program is recommended for road segments designated as “all-season road” which are designed for year-round normal loading.

While the law indicates where possible a pavement warranty shall be secure when the paving project exceeds \$2 million, the Task Force recognizes project bids are often 10 percent over the engineer’s opinion of cost, and that a warranty requirement cannot be retroactively applied to a road project after the bids are opened. Thus, the Task Force has recommended the more conservative \$1.8 million engineer’s opinion of cost for pavement related items, as the point when the local agency decides if the warranty special provisions are included in the bid documents, rather than the \$2 million stated in the law.

The Task Force believes the Michigan Legislature was speaking in the context of new Michigan Transportation Funds for roads, which are exclusively state revenue sources, when it included the Local Agency Pavement Warranty Program alongside the new funding legislation in the 2015 Transportation Package. It also seems clear the Legislature was speaking not just to the new transportation funds, but also to the other road funds under its control, which includes the federal funds flowing through MDOT to the local road agencies.

The Local Agency Pavement Warranty Program also recognizes that if the only source of revenue for a local road agency paving or reconstruction projects is entirely locally derived revenue (non- Act 51 or Federal Funds) such as local general fund, millage revenue, special assessment districts or other locally raised revenue; then these projects will not be subject to the Local Agency Pavement Warranty Program reporting requirements.

It’s important to note that this Local Agency Pavement Warranty Program may also be used by that local road agency on any paving project regardless if the \$2 million dollar threshold for pavement related items has been reached or not. This approach ensures that Local Pavement Warranties can be used on any project with any funding source, including Michigan Transportation Funds, and can utilize the same requirements to provide greater understanding and transparency to contractors, stakeholders and the public.

Warranty Contract Process

For those construction projects advertised and let through the MDOT Local Agency Programs, the construction contract is between the prime contractor and MDOT. The prime contractors’ surety company names MDOT as the obligee in the performance bond in the original contract. For Local Agency Pavement Warranty projects, an additional warranty contract and pavement warranty bond will be required prior to award, see Appendix D. The bid proposal shall include a contract consistent with the model contract and bond form shown in Appendix D. These documents will serve as the contract and warranty bond between the local road agency and the paving contractor for the warranty work. The warranty bond will be provided by the paving contractor in the name of the local road agency.

The MDOT Local Agency Agreement will reference the local road agency’s responsibility to administer the warranty portion of the contract. Upon the acceptance of the construction work, the prime contractor’s contract and performance bond with MDOT will be released and no longer in effect. At this point the warranty contract and warranty bond are triggered to begin the new contract for the warranted work during the warranty term.

The local road agency will be solely responsible for administering the warranty contract, inspection of warranted work during the warranty period, approving remediation work and seeking resolution through the warranty bond if the contractor is unresponsive in performing corrective work and declaring acceptance of all warranted / corrective work at the end of the warranty period.

General Guidelines of Local Road Agency Warranties

These General Guidelines are recommended for all local road agencies administering pavement warranties for public road and street construction contracts. The responsibility and authority for administering pavement warranties rest with the road owner and/or the local road agency that conducted the construction administration phase of the project.

To determine the pavement-related cost for a hot mixed asphalt pavement warranty project, the Local Agency is required to prepare an opinion of cost for all of the pavement-related items which include: the pavement, curb, shoulders, aggregate base, subbase and underdrain pay items. To determine the pavement-related cost for concrete pavements, the local road agency engineer is required to prepare an opinion of cost for all of the pavement-related items which include: pavement, curb, shoulders, joint sealing, dowel bars, load transfer devices, aggregate base, subbase and underdrain. If the total estimated cost of these pavement-related items exceeds \$1.8 million in the opinion of the Engineer, the local road agency should review the existing pavement variables, stated in the "Pavement Warranty Reporting and General Warranty Project Selection" section of this document, to determine if the pavement warranty special provisions should be included in the bid documents.

The contractor is responsible for correcting defects attributable to elements within the contractor's control. Each warranty specification includes condition parameters and distress thresholds to provide a basis for evaluating the warranted work. Each distress parameter includes threshold limits that, if exceeded during the warranty period, would trigger notifying the contractor to participate in a joint field investigation. Depending on the outcome of the investigation the contractor may be required to prepare a remediation plan to correct distresses that are attributable to its materials and/or workmanship or there may be a call for further investigation. If the agency and the contractor cannot agree, either side can call for a Conflict Resolution Team to resolve the dispute as described in the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Once a remediation plan is agreed-to by the local road agency and the contractor, the corrective action shall be performed. The corrective actions and/or repairs shall be performed to correct deficiencies in the warranted work in order to achieve acceptance at the end of the warranty period. If the contractor fails to perform the remediation work within specified timeframes, the local road agency shall notify the surety company to perform the work. Further, if a defect is declared as an imminent safety problem by the agency, the local agency may complete the work and seek reimbursement from the contractor or submit a claim against the warranty bond.

All required corrective action must be performed by the contractor at no cost to the owner. The condition parameter thresholds and warranty requirements may vary depending on the date the specification was developed; type of warranty; and the application to the construction work. It is important, therefore, to refer to the specific warranty special provision in the contract when administering warranties.

The warranty administration phase should follow the documentation procedures outlined in Appendix A, B, C, D and E of these guidelines. The warranty administration can be performed by qualified local agency staff members or under a consultant service contract.

Warranty Documents

The Local Agency Pavement Warranty consists of the warranty contract and warranty bond as well as the appropriate special provisions:

- Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty
- Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavement
- Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement
- Local Road Agency Special Provision for Pavement Warranty Information

The Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty establishes the common terms and definitions applied to pavement projects requiring a warranty. The Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements warrants the Local Road Agency against specific defects in HMA pavements. The Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement warrants the Local Road Agency against specific defects in concrete pavements. Local Road Agency Special Provision for Pavement Warranty Information provides the beginning and ending locations for warranted work and the applicable warranty work requirements special provision.

Under the Local Agency Pavement Warranty special provisions the Prime Contractor is responsible for correcting defects in the pavement caused by elements within the contractor's control (i.e., the materials supplied, the workmanship, etc.), during the warranty period. The Pavement Warranty Contract Provisions and Warranty Bond may pass through to subcontractors, and with this the responsibility to correct warranty defects, at the direction of the Prime Contractor and upon written notice to the agency prior to the start of the work.

The contractor assumes no responsibility for defects that are design related unless the paving contract is design-build. When a defect is attributable to the materials and/or workmanship and/or the design, the responsibility for correcting the defect (or defects) will be shared by the agency and the contractor. The contractor is responsible for the percentage of fault attributable to the workmanship and/or materials, and the agency is responsible for the percentage of fault attributable to the design. Note: The agency may elect to require the contractor to provide the pavement design(s) in the contract documents and specifications. In this case, the Contractor shall also be responsible for the percentage of fault attributable to the pavement design.

Warranty Process

The process flow charts as shown in Appendix A describe the steps involved in the warranty administration process. The warranty term begins with the acceptance of the warranted work during construction of the project. Warranty Administration involves periodic condition inspections of the mainline pavement areas throughout the warranty term; joint field inspections; documentation of findings, official notifications; joint determination of defects; initiation of corrective action, inspection & documentation of the corrective action taken, filing those inspection reports as necessary, and if necessary a conflict resolution process. If at any time, a safety issue or significant defect is observed or reported, prior to a scheduled inspection, an interim inspection will be initiated by the agency. If emergency repairs are determined to be necessary the agency can perform these repairs without altering the contractor's responsibilities under the warranty contract.

A joint field review between the local road agency and the warranty contractor may be held to verify and confirm of findings documented during the various inspections. MDOT should be included in any official communication dealing with the warranty if the construction project had MDOT oversight. The findings of the final inspection at the end of the warranty term are distributed to the owner, (and MDOT if construction had MDOT oversight), the warranty contractor and the Surety Company.

The appeal process, when needed, involves assembling a conflict resolution team (CRT) to conduct investigations as needed to determine distress cause & effect and establish concurrence between the local agency and the warranty contractor regarding warranty compliance issues. More on the CRT can be found in the section j, Correction of Defects of the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

The final step of the process, after the project or warranty work has been deemed acceptable is closing out the warranty project through notification of the contractor, the bonding company and Local agency's Finance and /or Administration Division.

Rights and Responsibilities of the Local Agency

The agency administering the project should inform the appropriate local road agency maintenance staff about sections of roadway incorporated in a warranty contract. The local road agency has the right to perform, or have performed, routine and emergency reactive maintenance during the warranty period. Major planned maintenance projects conducted during a warranty period need to be evaluated in terms of possible impact to the ongoing warranty coverage.

If corrective work is required to bring the project back into compliance with the requirements found in the warranty special provisions; the local agency in charge of the construction project must approve the schedule, materials and methods of construction repair. If the contractor is unable to comply with this provision, or fails to comply with it to the local agency's satisfaction, the local agency reserves the right to arrange for the work to be completed at the contractor's expense. If this action by the local agency is required, it will in no way relieve the contractor from meeting the warranty requirements stated in the project documents.

The rights and responsibilities are further detailed in Section e, Rights and Responsibilities of the Agency in the Local Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Rights and Responsibilities of the Contractor

The contractor must provide a written work plan for any necessary corrective warranty work. A request for a work permit must be submitted through the local road agency's permit process and work should be coordinated with the construction inspection agency if different from the local agency issuing the permit. All corrective warranty work should be completed within the warranty term. If scheduling conflicts necessitate corrective work being completed outside of the warranty term, the local road agency shall be notified as soon as the contractor is aware of the conflict.

The rights and responsibilities of the contractor are further detailed in Section f. Rights and Responsibilities of the Contractor in the Local Agency Special Provision for Hot Mix asphalt and Concrete Pavement Warranty.

Supplemental Lien Bonds and Liability Insurance

In addition to the warranty bond that is in place, if corrective work is necessary the contractor must furnish supplemental lien bond to the local agency covering the corrective work. The Engineer is responsible for estimating the amount of the supplemental lien bond required. The amount should be approximately equal to the dollar amount of the corrective work. The contractor must also have liability insurance in place prior to performing corrective work during the warranty period. The contractor should not be allowed on-site to perform corrective work during the warranty period until the supplemental lien bond is in place and the proper insurances verified. Depending on the nature and scope of the corrective work, the local agency may waive this supplemental lien bond, but not the liability insurance.

Warranty Inspections

Warranty inspections are limited to only mainline pavement areas. There are two types of inspections conducted during the warranty period. The cursory inspection is a simplified inspection to quickly identify segments in the project that may have distresses that exceed threshold values. This cursory inspection normally does not require a lane closure and is conducted from the roadway shoulder estimating distress lengths and widths. The detailed inspection requires direct measuring and reporting of all observed distress in each segment. Traffic control may be required to complete the detailed inspection.

The minimum inspection frequency for the various warranty provisions are specified in the applicable warranty inspection guidelines, see Appendix B. The minimum number of inspections is dependent upon the warranty duration. The local road agency may elect to perform additional inspections over & above the recommended minimum interim inspections. The suggested time frames in the inspection guidelines allow local road agencies to notify the contractor regarding warranty compliance. Interim inspections may be delayed if weather makes it difficult to inspect the road or creates an unsafe condition. Final inspections shall be completed in a timely manner to ensure that there is enough time to document any thresholds that exceed the condition thresholds and notify the contractor prior to the expiration of the warranty.

The designation of lanes during the warranty inspection shall be detailed adequately so that it is clear to all involved in the warranty process which lane is being referenced. If necessary, a sketch should be included. It is important to use the same lane numbering designation for all inspections conducted throughout the warranty period.

If defects are found in any inspection, they should be carefully and accurately documented, even if the severity or number does not meet the threshold to require corrective work. These notes shall be kept in the inspection files and reviewed prior to all future inspections of the work. The inspectors of the work should pay specific attention to areas previously noted, record those defects, and list any changes in those defects differing from the last inspection.

Correction of Defects

If inspections during the warranty term show a defect has exceeded the allowable threshold as defined in either the Hot Mixed Asphalt or Concrete Warranty specification, the contractor shall be notified of the finding. The agency should call for a joint field investigation to determine the cause of the defect, and to discuss the best possible remediation of the problem. If additional forensic investigation is desired, the scope of the investigation, party or consultant to conduct

the investigation, and the cost split shall be agreed to by the engineer and contractor prior to scheduling the investigation.

If the contractor and engineer are in agreement, the Engineer shall send notice to contractor in writing the defect(s), location(s), recommended remediation and a request for a schedule to complete the work. The contractor will reply back to the Engineer, copying the local agency (and MDOT if MDOT had original construction oversight) with a schedule to complete the work. The local agency will issue a permit to the contractor to complete the warranty work according to the Local Agency's Right-of-way permit policy. The contractor will complete the work under the inspection of the Engineer.

If the contractor and engineer disagree, then a Conflict Resolution Team (CRT) may be convened. The CRT will be made of:

- One (1) member selected, and compensated by the agency.
- One (1) member selected and compensated by the contractor.
- One (1) member mutually selected by the Agency and the contractor.
Compensation for the third party member will be equally shared by the agency and the contractor.

At least two members of the CRT must vote in favor of a motion to make a decision. If the CRT decides to conduct a forensic investigation, the CRT will determine the scope of work and select the party to conduct the investigation. All costs related to the forensic investigation will be shared proportionately between the contractor and the agency based on the determined cause of the warranty defect condition.

Emergency Repairs

When the agency determines that emergency repairs of the warranted work are necessary for public safety, the agency or its agent may take immediate and sufficient repair action to address the imminent danger and to safeguard the traveling public. Prior to emergency repairs of warranted work, the agency will document the basis for the emergency action. In addition, the agency will preserve all documentation of the defective condition, including failed materials samples if applicable.

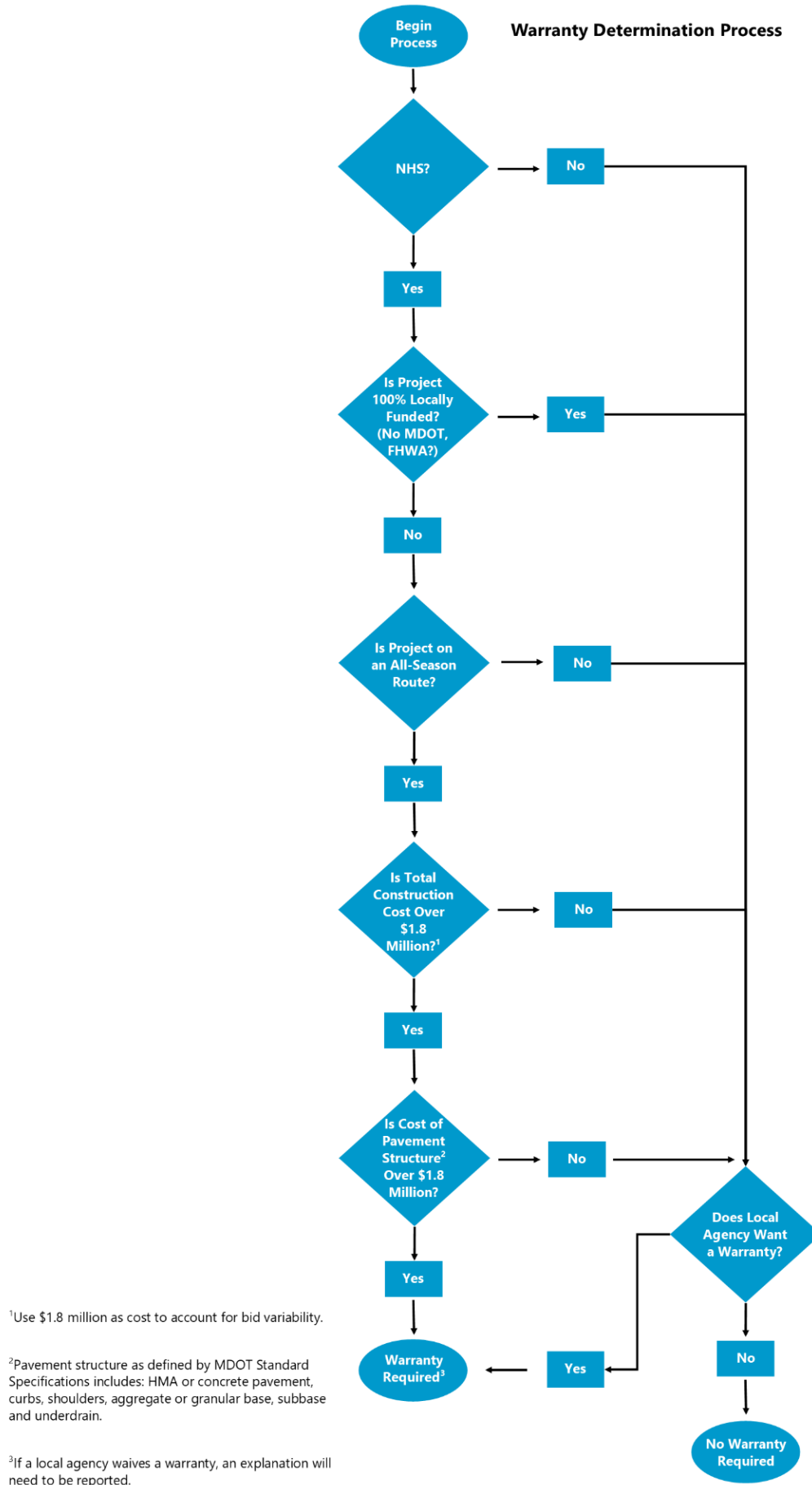
Once the imminent danger to the public has been addressed, the local road agency shall notify the contractor to explain the situation, identify the work temporarily done by the agency, and to what further actions need to happen to return the warranted work and pavement to threshold compliance. A joint inspection may be called to investigate the situation.

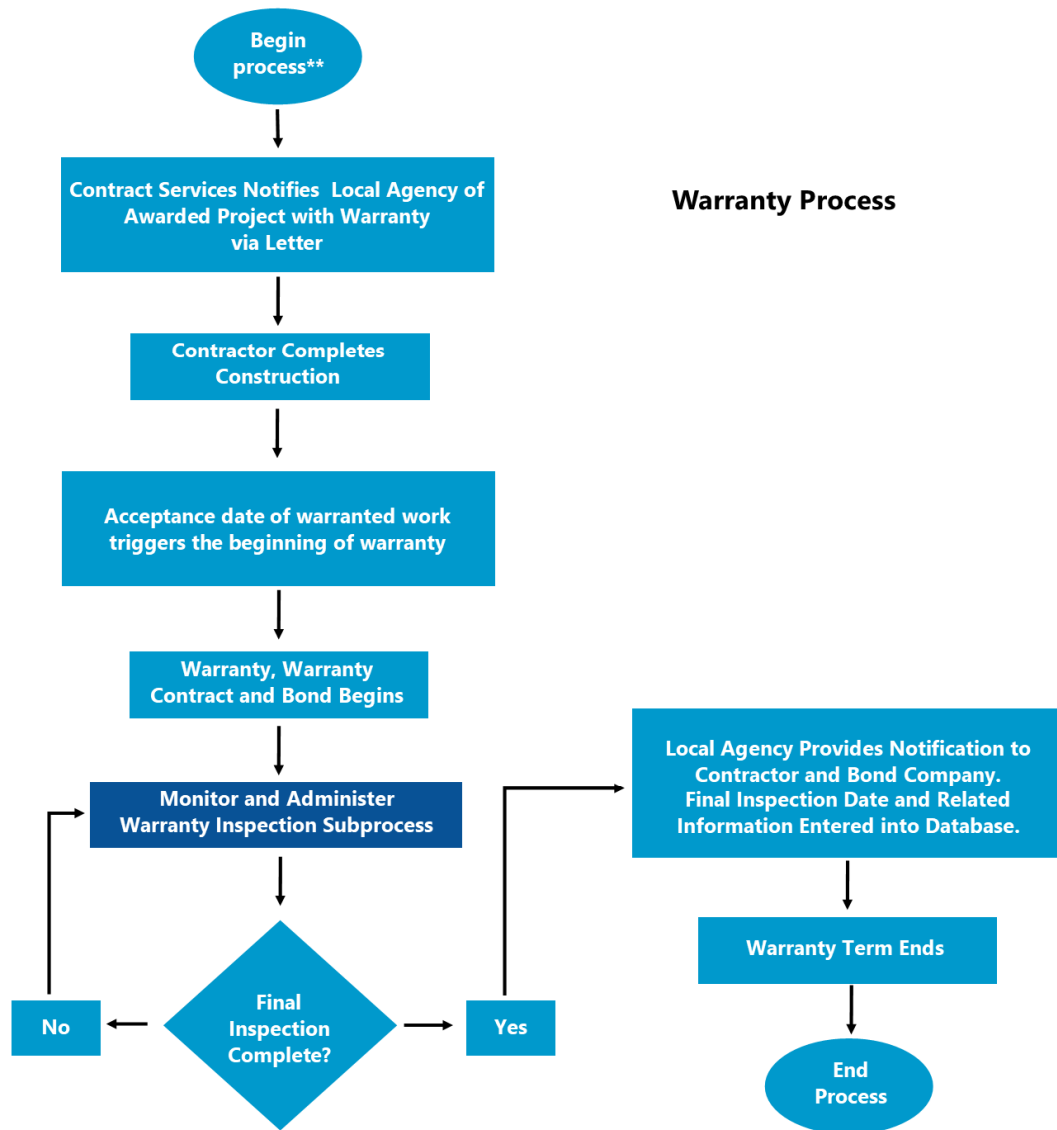
The emergency repairs of warranted work by the contractor must be authorized by the agency's engineer.

Should the contractor be unable to perform the emergency repair to the agency's satisfaction and/or within the time frame required by the agency, the agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the contractor from meeting the warranty requirements. Any costs associated with the emergency repairs will be paid by the contractor when due to a cause from defective materials and/or workmanship.

APPENDIX A

Flow Charts

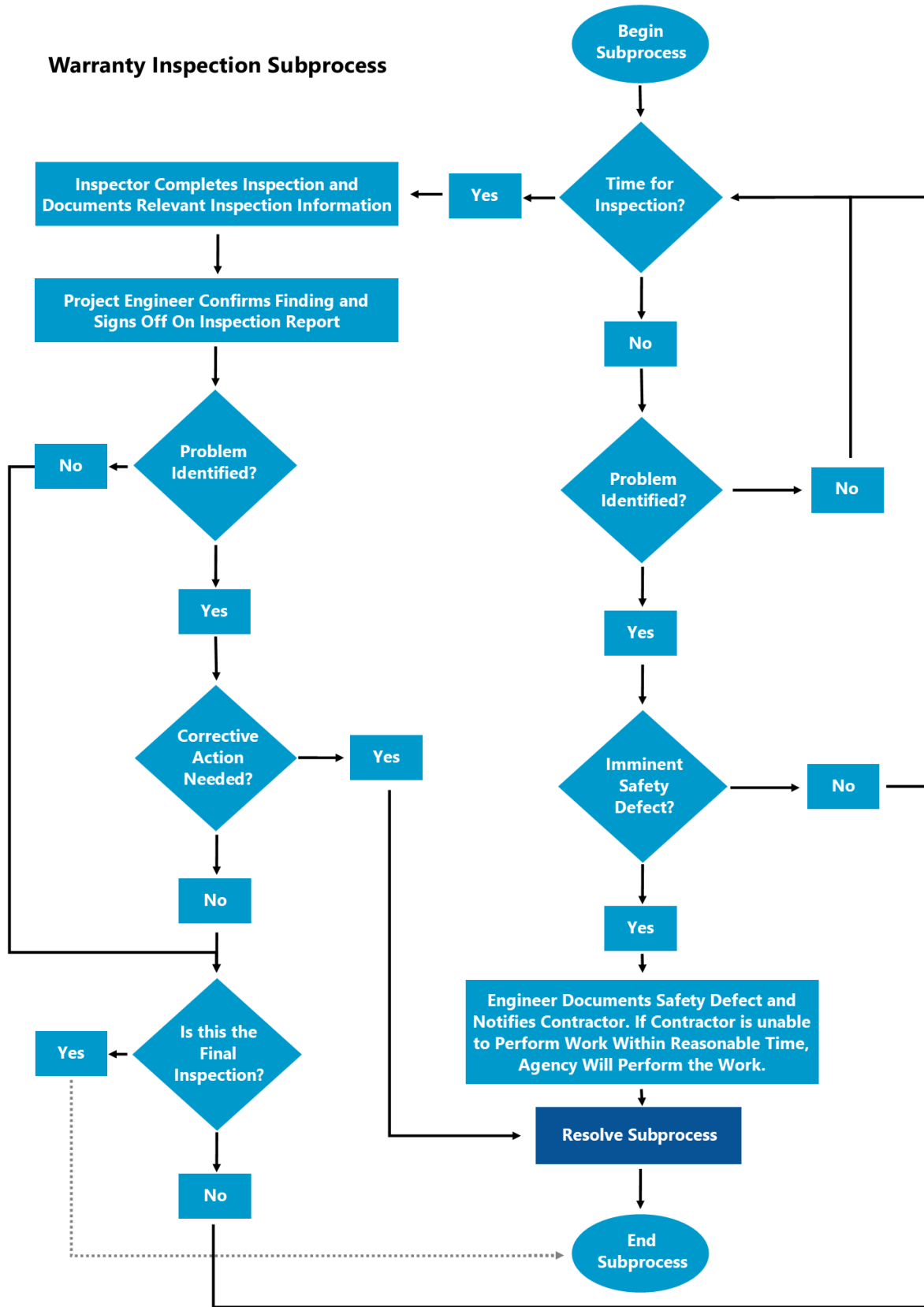




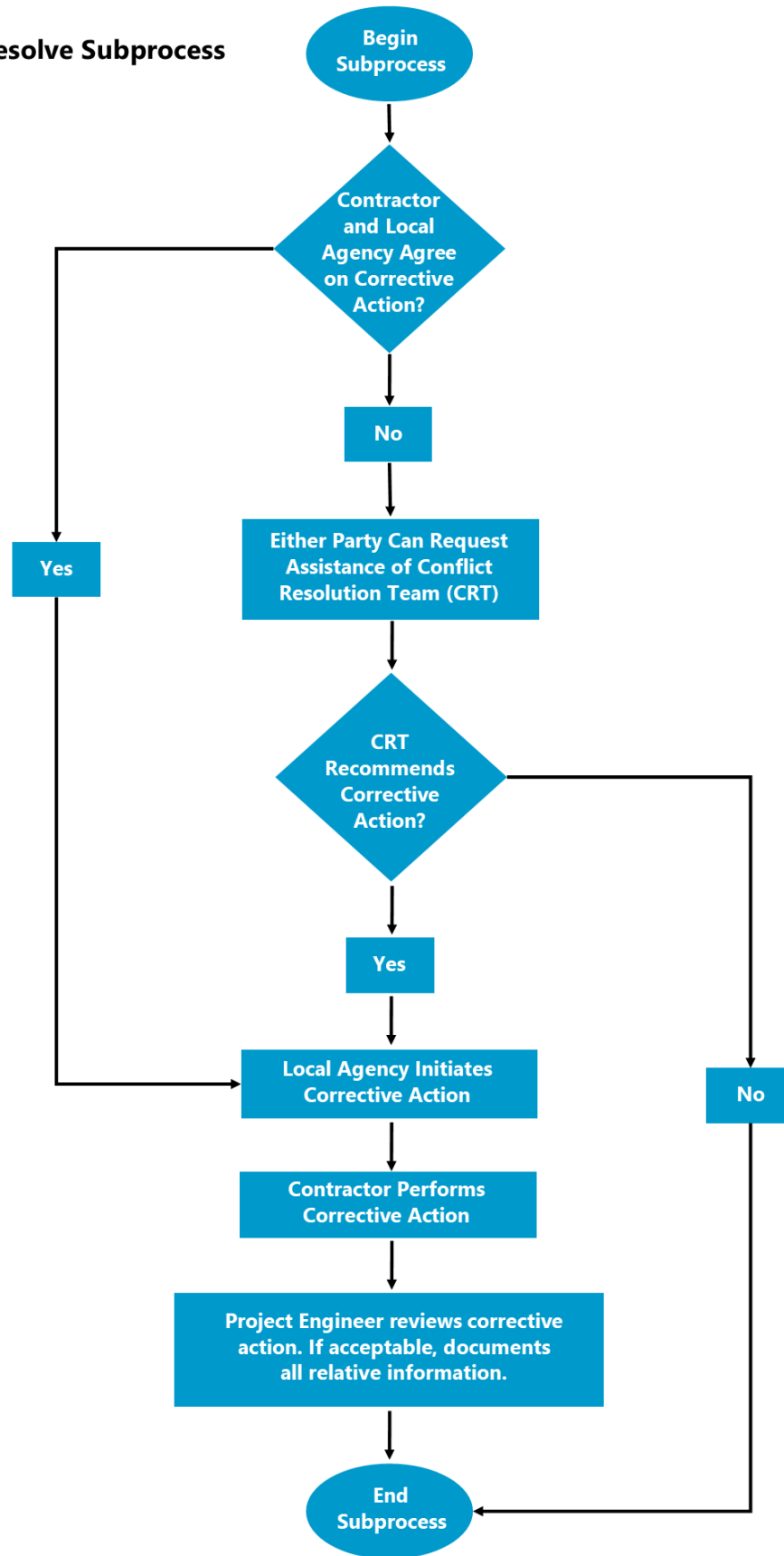
**This is the process if MDOT has oversight and/or MDOT let bid.

If project is locally let, with no MDOT oversight, the local agency shall determine the process.

Warranty Inspection Subprocess



Resolve Subprocess



APPENDIX B

Inspection Guidelines

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA NEW CONSTRUCTION / RECONSTRUCTION

Warranty period: 5 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM** & **FINAL** inspections

1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a

particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this “straightedge” across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a “windshield” survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any single segments.
 - b. Longitudinal Cracking exceeds 10 percent of the segment length (53 feet within 528 feet) for any single segments.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and

- b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false:
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
**HMA CONSTRUCTION OVER AGGREGATE BASE
WITHOUT BASE OR DRAINAGE IMPROVEMENT**

Warranty period: 3 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 32 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet

thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this “straightedge” across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a “windshield” survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment..
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.

- g. Any amount of alligator cracking.
- 4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
- 5. If **all** conditions above are false,
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA OVERLAY

Warranty period: 1 Year

Inspection Period Begins: Final - 10 months after Initial Acceptance
(Local Agency may do additional inspections such as at 6 months after initial acceptance, after spring break up, etc.)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure:

1. Perform **overview inspection**. Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required**. Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Only count cracks that are not “reflective” from a prior crack or joint. Count all transverse cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Only count cracks that are **not** “reflective” from a prior crack or joint. Count all longitudinal cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.

5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.
7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 3 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 3 segments. Ignore all reflective cracking. All reflective cracking shall be ignored as these will not count against the allowable amount.

- c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above (in item 2) is estimated to be true:
- a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false,
- a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
NEW/RECONSTRUCTED JOINTED PLAIN CONCRETE PAVEMENT

Warranty period: 5 Years

Inspection Period Begins: Interim -30 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

- Notes:**
1. **Segment** - 528 feet in a specific driving lane. For inspection a segment begins at the point where the joint sealant failure or pavement distress begins to appear and extends for 528 feet from that point.
 2. **Slab** - The pavement outlined between consecutive transverse joints and longitudinal joints or a longitudinal joint and the outer pavement edge. Segments consist of one or more slabs.
 3. **Driving Lanes** - Each of the following is considered a Driving Lane.
 - a. Each individual mainline lane.
 - b. The sum of all ramp lanes and associated acceleration/deceleration lanes.
 - c. The sum of all auxiliary lanes, such as passing lanes and turn lanes.
 4. **Condition Parameters** - Each condition parameter has a threshold level applied to each segment and a maximum number of defective segments before corrective action is required. A segment is defective if the threshold level is exceeded.
 5. **Longitudinal Joint Designation** - All inspections relate to the driving lane as defined in the warranty special provision. For tallying joint sealant failure and pavement distress (spalling), consider the entire perimeter of the slab in all cases. The condition parameter of the full joint associated with the slab being evaluated is considered even though two adjacent slabs may share the same interior longitudinal joint.
 6. The contractor will not be required to take corrective measures as a result of the interim inspection unless the Engineer determines emergency repairs are needed for public safety. Any faults or distresses noted will be logged and verified with the final inspection.

- Procedure:** For both **INTERIM & FINAL** inspections
1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
 2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Overview Inspection Procedure:

1. Review any notes from previous inspections of the work.
2. Perform a “windshield” survey of the entire project length. Inspect all driving lanes. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. Estimate the distress quantity. Also include a description of distress in general terms (i.e. minor amounts of longitudinal cracking; every joint has loss of sealant).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. If this is an **interim** or other non-final inspection, Put notes in file and STOP HERE.
4. If this is the final inspection, estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 2 total for any 1 segment. (2 cracks within 528 feet).
 - b. Longitudinal Cracking exceeds 5 percent (5%) of the segment length (26 feet within 528 feet) for any 1 segment.
 - c. Map Cracking exceeds 10 percent (10%) of the segment area (632 square feet within 528 longitudinal feet assuming 12 foot lane width) for any 1 segment.
 - d. Spalling exceeds 10 percent (10%) of each slab. Can be non-contiguous. Include all 4 sides of the slab.
 - e. Scaling exceeds 15 percent (15%) of the slab area.
 - f. Corner cracking exceeds 1 for any 1 segment.
 - g. Joint Sealant failure exceeds 10 percent (10%) total joint length in a segment. Include both longitudinal & transverse joints
 - h. Any shattered slabs.
5. If any condition above is true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
6. If all conditions above are false and this is the final inspection, recommend Final Acceptance.

Detailed Inspection Procedure: This will be done at **FINAL** inspection when distresses are estimated to be at threshold levels, and at **INTERIM** inspections as directed by the engineer.

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.

2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. Map Cracking
 - d. Spalling
 - e. Flushing
 - f. Scaling
 - g. Joint sealant failure
 - h. Shattered slabs
4. Determine if any of the threshold limits for the various distresses are exceeded.
5. Warranty work is required at those segments for which any of the threshold limits are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

APPENDIX C

Inspection Forms

Under Development

The inspections forms have not been developed to-date; the Task Force Education Committee is working with LTAP to create inspection forms compatible with the RoadSoft program to enable tracking the warranty inspection forms to the actual location along a road segment

APPENDIX D

Model Pavement Warranty Contract and Bond Forms

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR

PASS-THROUGH WARRANTY BONDS

LM

1 of 1

9/5/2017

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

<local agency name>
LOCAL AGENCY
PASS-THROUGH WARRANTY BOND

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS

That we, _____ (hereinafter called the "Principal" and
_____ (hereinafter called "Surety") a corporation duly
organized under the laws of the State of _____ and duly licensed to transact business in the
State of Michigan, are held and firmly bound unto the _____
(hereinafter called the "Obligee"), in the sum of \$ _____
dollars for the payment of which sum well and truly to be made, we, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee,
under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop
during the period of ____ years beginning the date of the Acceptance Date of Warranted Work by the
Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal
shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make
good at its own expense any and all defects in materials or workmanship in the said work which may
develop during the period specified above or shall pay over, make good and reimburse to the said
Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said
Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and
effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written
statement of the particular facts showing such default and the date thereof shall be delivered to
the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his
representative shall learn of such default and that no claim, suit or action by reason of any default
of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of
the warranty period as herein set forth.

Signed by: _____ day of _____ 20____.

Contractor _____

By _____

Surety _____

By _____

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ is executed on the date signed below by the _____ of the <local agency name> between the Warranty Contractor, Prime Contractor and the Local Agency in conjunction with the execution of this contract ID number, _____ between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Local Agency under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Local Agency under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Local Agency consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and to the Local Agency for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Local Agency under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Local Agency fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name: _____

Local Agency: _____

Date: _____

APPENDIX E

Reporting Forms

Under Development

Local Road Agencies Warranty Program Reporting

We have partnered with the Transportation Asset Management Council to modify the Investment Reporting Tool to provide an open and transparent reporting method for each local transportation agency. The reporting fields will be enabled as soon as the Local Agency Pavement Warranty Program is approved by MDOT

We have also partnered with the Michigan Technological University - CTT to modify the Roadsoft Program to provide a common data entry method for each local road agency. The Roadsoft warranty data fields will be imported into the TAMC ITR module to provide a statewide presentation of the warranty projects that exceed the \$ 2,000,000 threshold.

APPENDIX F

Education and Training

Under Development

Education of Local Road Agencies on Local Pavement Warranty Program

Since the passage of the 2015 Transportation Package, the CRA has been informing its members of the coming warranty requirement; the *Engineering Updates* provided by the CRA-MML Engineering Specialist have also described the imminent Local Pavement Warranty Program. The CRA provided updates about the Local Pavement Warrant Program at its nine regional Council meetings during fall-winter 2017-2018; at its County Engineers Workshop in February 2018; at its Highway Conference in March 2018, and at its Road Commissioners Conference in April 2018. The CRA is also developing this Guidance Document on Local Pavement Warranties to serve as the training manual for. The CRA has scheduled and dedicated a large portion of its annual 2017 Law Symposium to a session on Implementing the New Local Pavement Warranties on December 5, 2017; speakers include the legal counsel from the Road Commission for Oakland County and CRA-MML Engineering Specialist Steve Puuri. The CRA-MML Engineering Specialist Steve Puuri and two bond counsel representatives provided an update at the Michigan Concrete Association.

In addition, the Local Pavement Warranty Task Force has created an Education Committee that has been developing model agency adoption resolutions and training materials. The Task Force has partnered with the Local Technical Assistance Program to develop and conduct training program for decision makers and project staff. The Education Committee is poised to distribute adoption and training materials upon approval of the Local Agency Pavement Warranty Program by MDOT. Finally, the Task Force has developed this Guidance Document to assist local agency decision makers and project staff with implementing their Local Agency Pavement Warranty program.

RESOLUTION NO. _____

RESOLUTION TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS:

1. The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018.
2. Wyoming adopted the Michigan Local Agency Pavement Warranty Program on May 20, 2019.
3. Wyoming agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items and includes any state or federal funds.
4. The Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items and includes any state or federal funds, whether or not a warranty was utilized in the project.
5. Wyoming agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which Wyoming adopted Implementation Policy defines Wyoming's intent of its pavement warranty program.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council hereby agrees to implement the Michigan Local Agency Pavement Warranty Program and annually report in accordance with the law.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF
WYOMING AND THE WYOMING CITY EMPLOYEES UNION AND TO AMEND THE
CITY EMPLOYEES UNION CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming City Employees Union.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to amend the classifications of Building Inspector, Building Inspector II, Electrical Inspector, Housing Inspector, Mechanical Inspector, and Plumbing Inspector as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the Classification and Salary Schedule.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Memorandum of Understanding

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

RE: Inspections Area Wage Review

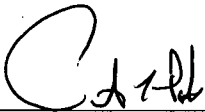
The City of Wyoming ("City") and the Wyoming City Employees Union ("Union") agree as follows:

1. Effective July 1, 2019, the classifications below will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

Building Inspector	G67
Electrical Inspector	G67
Housing Inspector	G67
Mechanical Inspector	G67
Plumbing Inspector	G67
Building Inspector II	G73

2. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

By: 

Its: City Manager

Date: 3.27.19

WYOMING CITY EMPLOYEES UNION

By: 

Its: President

Date: 3-27-19

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF
WYOMING AND THE WYOMING CITY EMPLOYEES UNION AND TO AMEND THE
CITY EMPLOYEES UNION CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming City Employees Union.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to amend the Fleet Maintenance Parts Specialist as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the Classification and Salary Schedule.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Memorandum of Understanding

Resolution No. _____

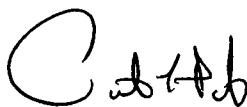
MEMORANDUM OF UNDERSTANDING

Fleet Maintenance Parts Specialist Wage Review

The City of Wyoming ("City") and the Wyoming City Employees Union ("Union") agree as follows:

1. Effective July 1, 2019, the Fleet Maintenance Parts Specialist classification will be placed in the G05 range of the Classification and Salary Schedule in effect for the bargaining unit employees.
2. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

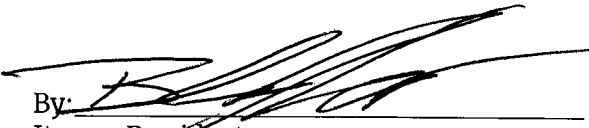
CITY OF WYOMING

By: 

Its: City Manager

Date: 3-27-19

WYOMING CITY EMPLOYEES UNION

By: 

Its: President

Date: 3-27-19

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF
WYOMING AND THE WYOMING CITY EMPLOYEES UNION AND TO AMEND THE
CITY EMPLOYEES UNION CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming City Employees Union.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to add the classification of Planner I as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming City Employees Union and the Classification and Salary Schedule.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Memorandum of Understanding

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

RE: Planner I

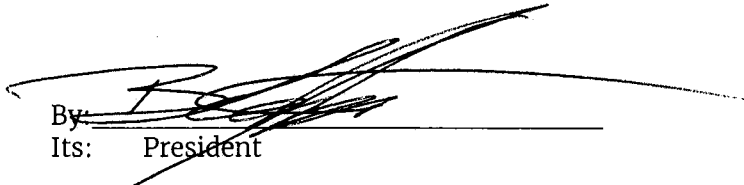
The City of Wyoming ("City") and the Wyoming City Employees Union ("Union") agree as follows:

1. Effective July 1, 2019, the classification of Planner I is added to the bargaining unit.
2. The classification will be placed in the G55 range of the Classification and Salary Schedule in effect for the bargaining unit employees.
3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: _____
Its: City Manager

By: 
Its: President

Date: _____

Date: 5-9-19

05.20.19

Human Resources/KRO

RESOLUTION NO. _____

RESOLUTION TO AMEND THE ADMINISTRATIVE AND SUPERVISORY
ASSOCIATION EMPLOYMENT AGREEMENT TO EXCLUDE THE POSITION OF
COMMUNICATIONS SPECIALIST (CITY MANAGER'S OFFICE)

WHEREAS:

1. The Wyoming City Council has approved an employment agreement between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the employment agreement to exclude the classification of Communications Specialist (City Manager's Office) as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby amend the employment agreement between the City of Wyoming and the Wyoming Administrative and Supervisory Association to exclude the classification of Communications Specialist (City Manager's Office) and authorizes the City Manager to sign the Memorandum of Understanding.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Memorandum of Understanding

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

RE: Communications Specialist
(City Manager's Office)

The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association agree as follows:

1. The classification of Communications Specialist (City Manager's Office) is hereby excluded from the bargaining unit.
2. Modify Article I, Section 2 of the collective bargaining agreement by adding Communications Specialist (City Manager's Office) to the list of excluded classifications

CITY OF WYOMING

By: _____
Its: City Manager

Date: _____

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: David Rupert
Its: President

Date: May 14, 2019

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN EMPLOYMENT AGREEMENT
WITH THE DEPUTY CITY MANAGER AND TO AUTHORIZE
THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. City Charter section 4.16 allows the City Manager to appoint deputies and assistants as provided in the city budget and appropriations.
2. The City Manager desires to appoint Megan Sall as the Deputy City Manager and recommends City Council approve the employment agreement the City Manager has negotiated with Ms. Sall.
3. The FY 2019-20 budget and appropriations provide for that position.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the employment agreement and authorizes the City Manager to execute the agreement.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2019.

ATTACHMENT:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

**CITY OF WYOMING
EMPLOYMENT AGREEMENT**

DEPUTY CITY MANAGER

THIS AGREEMENT between Megan Sue Sall, [REDACTED]
[REDACTED] (“Employee”), and the CITY OF WYOMING, a municipal corporation, of 1155 – 28th
Street S.W., Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City hereby employs and appoints the Employee as Deputy City Manager of the City. This appointment shall be effective July 1, 2019. The Employee understands that as Deputy City Manager she serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this Agreement.

2. PERFORMANCE. The Employee agrees to perform the duties of Deputy City Manager in a competent and professional manner. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall remain May 1, 2017. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

5. BENEFITS. The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave

incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated herein. Benefits shall be based on a hire date of May 1, 2017.

The Employee was credited with 120 hours of vacation and twenty (20) hours of sick leave benefits upon starting employment. On January 1, 2018 and annually thereafter the employee was and shall continue to be credited with 140 hours of vacation until the fourth year of service, at which time the Administrative and Supervisory Association vacation schedule shall apply.

Notwithstanding any other provision of this Agreement, the Employee shall not be eligible for a payout of any accrued benefits upon separation from employment until she has been employed by the City for at least three (3) years.

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

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

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or

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

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six (6) months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any

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

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

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

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

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

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

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

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

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

Dated: _____

Megan S. Sall
Deputy City Manager

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

RESOLUTION NO. _____

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

WHEREAS:

1. The 2019/2020 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. Two programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair Program and an Access Modification Program for persons with disabilities.
3. Funds shall be available for the activity under Account # 256-400-69220-956.085.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$80,670.00.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 1, 2019

Subject: Home Repair Services Contract – CDBG Funding 2019-2020

From: Rebecca Rynbrandt, Director of Community Services

Cc: Joel Ruiter, Home Repair Services

Meeting Date: May 20, 2019

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2019-20 budget review and acceptance process of the City Council, the budget of which included a grant award to Home Repair Services, Inc. through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Home Repair Services.

SUSTAINABILITY CRITERIA:

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

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

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

QUALITY SERVICE:

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2019 through June 30, 2020 on Monday, April 1, 2019. Included within the plan is to provide support for specific home repair services for moderate to low

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

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

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

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$80,760.00. Sufficient funds are available in the activity account #256-400-69220-956.085.

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2019 THROUGH MAY 31, 2020**

THIS CONTRACT is entered into this _____ day of _____, 2019, effective from July 1, 2019 through May 31, 2020 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 26, 2020:
 - 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 – B19MC260020

City Federal Award Date – July 1, 2019

Subaward Period of Performance Start & End Date – July 1, 2019-May 31, 2020

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – **\$80,760.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$80,760.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$80,760.00**

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 (U.S Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)".

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, 2019, 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, 2020, 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 **Eighty-Thousand Seven Hundred Sixty and 00/100 dollars (\$80,760.00)** 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 **Eighty-Thousand Seven Hundred Sixty and 00/100 dollars (\$80,760.00)** 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 th
5. e funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, with the final monthly invoice due by June 26, 2020.

SECTION 15 - CONTINUED FUNDING:

1. The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Contract. The City further makes no implied or expressed guarantee that it will not terminate this Contract and the funding supplied with this Contract pursuant to the terms and conditions of Section 31.
2. Financial Transparency. The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by the way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Funds in support of its Home Repair and Access Modification programs. Such disclosure shall be posted on the Subrecipient's website during the term of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

SECTION 16 - FINANCE PROCEDURES:

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

SECTION 17 - DONATION AND FEES:

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

SECTION 18 - CONTRACT MODIFICATIONS:

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

SECTION 19 - SUBRECIPIENT'S FAILURE OF PERFORMANCE:

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

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

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

SECTION 20 - AUDITS AND INSPECTIONS:

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

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

SECTION 21 - CONFLICT OF INTEREST:

1. The Subrecipient covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. The Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

SECTION 22 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

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

SECTION 23 - LOBBYING AND POLITICAL ACTIVITIES:

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

SECTION 24 - "SAVE HARMLESS" CLAUSE:

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

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

SECTION 25 - CIVIL RIGHTS:

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

SECTION 26 - COMPLIANCE WITH THE LAW:

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

SECTION 27 - SEVERABILITY OF PROVISIONS:

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

SECTION 28 - WAIVER:

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

SECTION 29 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

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

SECTION 30 - CITY DEPARTMENT OR OFFICE:

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

SECTION 31 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

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

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

initiating the environmental review process.

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

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

SECTION 32 - TERMINATION AT CITY'S ELECTION:

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

SECTION 33 – REVERSION OF ASSETS:

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

SECTION 34 – DEBARRED OR INELIGIBLE CONTRACTORS:

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

1. HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status.
2. The Subrecipient must check all contractors, subcontractors, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

SECTION 35 – INSURANCE:

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

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

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

Minimum Limits:

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

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

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

Products/Completed Operations - \$2,000,000 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.”

6. All insurance providers shall be “A” rated by the A.M. Best Company (www.ambest.com)

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

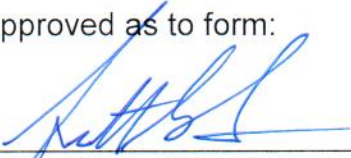
By: _____
Kelli A. VandenBerg, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____
Lissa Schwander, Chairperson Date

By: _____
Joel Ruiter, Executive Director Date

Approved as to form:



Scott Smith, City Attorney
City of Wyoming

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming has experienced panhandling, homeless camps, and persons who are homeless over the course of the last nine years.
2. The U.S. Department of Housing and Urban Development (HUD) allows the use of Community Development Block Grant (CDBG) funds to support programs that seek to address needs associated with persons and families that are homeless or at risk of being homeless.
3. In its 2019-2020 budget, the City of Wyoming has approved funding the area's Continuum of Care (CoC) administration, which also serves as the Coalition to End Homelessness, in an amount not to exceed \$5,000.
4. The Kent County/Grand Rapids/Wyoming regions CoC is administered by the Heart of West Michigan United Way.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: May 6, 2019

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

From: Rebecca Rynbrandt, Director of Community Services

Cc: Michelle VanDyke, President/CEO, United Way

Meeting Date: May 20, 2019

RECOMMENDATION:

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

SUSTAINABILITY CRITERIA:

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

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

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

QUALITY SERVICE:

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

DISCUSSION:

The federal government, recognizing the growing trend of homelessness, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. Over the years the City of Wyoming has seen an increase in reported cases of panhandling, homeless camps, and persons who are homeless. Support of the CoC has been identified in the CDBG Action Plan as a priority, and \$5,000 has been approved in the 2019-2020 budget to support the administration of the CoC.

BUDGET IMPACT:

Per HUD regulation, a sub-recipient agreement is required between the City and United Way for these purposes. Council has approved funding in the 2019-2020 CDBG budget, not to exceed \$5,000, for this purpose.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE HEART OF WEST MICHIGAN UNITED WAY
JULY 1, 2019 THROUGH JUNE 30, 2020**

THIS CONTRACT, entered into this _____ day of _____, 2019, effective from July 1, 2019 through June 30, 2020 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Heart of West Michigan United Way**, a Not-for-Profit Corporation, located at 118 Commerce SW, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

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

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

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

WHEREAS, HUD requires that such funding applications contain a "Continuum of Care" strategy setting forth the needs and related priorities for the use of funds to deal with the problems of homelessness in the Kent County area, which includes the City of Wyoming; and

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

WHEREAS, the City desires to provide partial funding to the Subrecipient for a position, created by and housed at United Way, whose sole responsibility will be to provide the coordination and consultation necessary to develop and prepare the annual Continuum of Care strategy, required to obtain HUD funding needed to address the problems of homelessness, in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City;

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

1. **Project Objective.**

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

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

2. Scope of Services.

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

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

3. Time of Performance.

- a. On July 1, 2019, 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, 2020, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

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

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

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

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

8. Donations and Fees.

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

9. Contract Modifications.

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

10. The Subrecipient's Failure of Performance.

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

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

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 17, 2020.
- e. Annual Performance Report. This must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Heart of West Michigan United Way

Subrecipient's Unique Entity Identifier – DUNS 09594-5176

City Federal Award Identification Number – B18MC260020

City Federal Award Date – July 1, 2019

Subaward Period of Performance Start & End Date – July 1, 2019-June 30, 2020

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

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

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

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

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

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

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

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

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

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

12. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any

false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

13. Eligible Costs of the Subrecipient.

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

14. Records and Documentation.

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

15. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
 - 1) Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - 2) Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - 3) Allow the City or its designated representatives to review such documents pertaining to this Contract and the Continuum of Care strategy that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

- c. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

16. Conflict of Interest.

- a. The Subrecipient covenants that no conflict of interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the scope of services (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- b. The Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

17. Assignment and Transfer of Interest; Subcontracting.

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

18. Lobbying and Political Activities.

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

19. Save Harmless Clause.

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

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

20. Debarred or Ineligible Contractors.

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

HUD funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or Subrecipient during any period of debarment, suspension, or placement or ineligibility status.

The Subrecipient should check all contractors, subcontractors, and vendors against the Federal publication that lists debarred and ineligible contractors. The Excluded Parties List of debarred contractors can be found at <https://www.sam.gov>.

21. Federal Uniform Administrative Requirements.

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

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

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

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

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

22. Insurance.

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

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

Minimum Limits:

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

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

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

Products/Completed Operations Coverage - \$2,000,000 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)

23. Compliance with the Law.

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

24. Severability of Provisions.

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

25. Waiver.

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

26. Disclosure of Confidential Material.

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

27. City Department or Office.

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

28. Termination at City's Election.

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

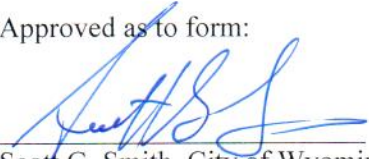
By: _____
Kelli A. VandenBerg, City Clerk Date

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

By: _____
Michelle VanDyke, President/CEO Date

By: _____
Gail Montgomery, Vice President of Finance Date

Approved as to form:



Scott G. Smith, City of Wyoming

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN FOR
FISCAL YEAR 2019-2020

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City.
2. The Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City.
3. The Wyoming Community Development Committee and the Wyoming City Council have approved the 2019-2020 budget, which includes this service.
4. The Fair Housing Center will conduct complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists.
5. The Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity and working with The Diatribe to implement a housing informed curriculum for students of Godfrey Lee Public Schools.
6. Funds shall be available in Account No. 256-400-69220-956.035.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Fair Housing Agreement

Resolution No. _____

STAFF REPORT

Date: May 6, 2019

Subject: Fair Housing Center – CDBG Funding 2019-2020

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Haynes, Fair Housing Center of West Michigan

Meeting Date: May 20, 2019

RECOMMENDATION:

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2019-2020 budget review and acceptance process of the City Council, the budget of which included a grant award to the Fair Housing Center of West Michigan through the Community Development Block Grant restricted funds, it is recommended the City Council enter into the attached contract with the Fair Housing Center of West Michigan.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall work to educate the community, its residents and potential residents on housing choice and discrimination practices related to race, disability, familial status and any other protected class.

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

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

QUALITY SERVICE:

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2019 through June 30, 2020 on Monday, April 1, 2019. Included

within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

The agreement includes:

- a. Complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists. Agreement value is \$7,000.
- b. Dissemination of fair housing information to housing consumers as an outreach and educational activity. Agreement value is \$250.
- c. Working with The Diatribe to implement a housing informed curriculum for students of Godfrey Lee Public Schools. Agreement value is \$3,750.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between Fair Housing Center of West Michigan for these purposes, and the City Council has approved funding in the 2019-2020 CDBG budget. The contract is in the amount (not to exceed) \$11,000.00.

Sufficient funds are available in the activity account #256-400-69220-956.035.

**FAIR HOUSING ACTIVITIES AGREEMENT
FOR THE CITY OF WYOMING, MICHIGAN FOR 2019-2020**

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

Preliminary Statement

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

Agreement

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

1. Term. The activities described in this Agreement are to begin on July 1, 2019, and are to be completed no later than June 30, 2020. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2020, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Subrecipient shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Subrecipient shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
 - A. Complaint Assistance/Investigation.
 - a. The Subrecipient shall provide complaint investigation and determination services in response to allegations of housing discrimination within HUD-designated LMI areas throughout the City which the Subrecipient may receive, from any source, during the term of this Agreement. The Subrecipient shall utilize, in their expert opinion, any and all necessary methods of acceptable investigation, testing, etc. practices to determine the merits of such complaints. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more complaints, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

- b. The Subrecipient shall prioritize complaint based investigations. Following the first quarter, the Subrecipient may implement non-complaint based tests, systemic investigations, market reviews, case development, management and conciliation in order to detect and remove barriers to equal housing opportunity. The maximum number of systemic investigations shall be limited to three (3) during the term of this agreement. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more actions pursuant to this section, the Subrecipient shall complete its regular processing of those complaints at no extra charge.
 - c. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$7,000.00 for complaint assistance/investigation/determination services.
- B. Outreach and Education. The Subrecipient will conduct and/or partner in a community outreach program to educate housing consumers, professionals and the general public concerning fair housing. These services cannot exceed \$4,000.00 as stipulated following:
- a. The Subrecipient will disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity. Outreach materials will include (but will not be limited to) organizational newsletters, *Publisher's Notices* in publications accepting housing advertising, and video, audio and print public service announcements (PSA) designed by the National Fair Housing Alliance (NFHA) with the support of the Department of Housing & Urban Development (HUD) to promote the identification and reporting of housing discrimination.
 - 1. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$250.00 for the dissemination of materials within the city of Wyoming.
 - c. The Subrecipient, in partnership with The Diatribe, will offer a nine week curricula for one school classroom in Godfrey Lee Public Schools entitled, "Writing to Right Wrongs". The curricula shall include, or be similar to, the following:
 - 1. Fair Housing and Civil Rights training sessions
 - 2. Community exploration of local neighborhood dynamics
 - 3. Interactive presentations and performances to measure student comprehension and growth
 - 4. Interactive partnership with students and their families

5. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$3,750 for implementation of The Diatribe program within Godfrey Lee Public Schools.
 - d. All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.
 - e. The Subrecipient shall acknowledge the City as a provider of funding in the Subrecipient's promotional and educational materials.
4. Payment. In consideration for the services, the City shall pay the Subrecipient up to a total of Eleven Thousand dollars (\$11,000.00) for actual and reasonable expenses, with the final quarter payment request due by July 17, 2020. The Subrecipient shall submit itemized payment requests with all supporting documentation (payroll sheets, copies of checks, receipts, etc) quarterly for reimbursement, but not less than twice per year, as follows:
 - A. Up to Seven Thousand dollars (\$7,000.00) for complaint assistance/investigation services as describe herein.
 - B. Up to Four Thousand One Hundred Dollars (\$4,000.00) for speaker fees and training materials, education and outreach, as described herein.
5. Reports. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of the Subrecipient's activities in connection with this Agreement upon completion of the services. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
6. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 17, 2020:
 - A. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if

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

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

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

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

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

8. Financial Transparency. The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Fund in support of fair housing. Such disclosure shall be posted on the Subrecipient's website during the term of this agreement.

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

Subrecipient Name – Fair Housing Center of West Michigan

Subrecipient's Unique Entity Identifier – DUNS 19440-5478

City Federal Award Identification Number – B19MC260020

City Federal Award Date – July 1, 2019

Subaward Period of Performance Start & End Date – July 1, 2019-June 30, 2020

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$11,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$11,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$11,000.00

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

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

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

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

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

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

10. Independent Contractor. The Subrecipient shall perform the services as an independent contractor, and neither the Subrecipient nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.

11. Indemnification. The Subrecipient agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Subrecipient.
12. Insurance. The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

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

Minimum Limits:

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

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

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

Products/Completed Operations - \$2,000,000 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)
13. Compliance with Laws. The Subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Subrecipient shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Subrecipient shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.
14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Contractor shall:
- A. Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract.
 - B. Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract.
 - C. Allow the City or its designated representatives to review such documents

that are considered as backup to the operation of the Contractor, regardless of funding source.

- D. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit report meeting the requirements of the regulations found at OMB 2 CFR 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
 - E. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
 - F. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eight (180) days after the end of its fiscal year.
15. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:
- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 - B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - C. The Subrecipient will send to each labor union or representative or

workers with which The Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Subrecipient will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Subrecipient will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
- H. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

16. Assignment. This Agreement shall not be assignable by either party without the written consent of the other party to this Agreement.
17. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient or 48 hours after depositing the same in the United States Mail, by certified mail, postage prepaid, addressed to the party or its address set forth above.
18. Federal Uniform Administrative Requirements.

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

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

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

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

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

19. Conflict of Interest.
 - A. The Subrecipient covenants that no such interest exists and no person having any conflicting interest in this Contract shall be employed for the purpose of performing the services and activities set forth in the general provisions of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
 - B. The Subrecipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Kelli A. VandenBerg, City Clerk

Fair Housing Center of West Michigan

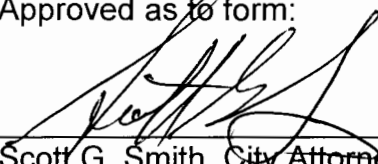
Dated: _____

By _____
Doretha Ardoin, President

Dated: _____

By _____
Nancy L. Haynes, Executive Director

Approved as to form:



Scott G. Smith, City Attorney
City of Wyoming

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 6, 2019

Subject: The Salvation Army Social Services of Kent County 2019-2020 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Pilar Bunning, Executive Director - The Salvation Army Social Services

Meeting Date: May 20, 2019

RECOMMENDATION:

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

SUSTAINABILITY CRITERIA:

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

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

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

QUALITY SERVICE:

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

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2019-2020, which identifies these needs as a high priority, and approved \$15,000 in the 2019-2020 budget to support The Salvation Army Social Services of Kent County.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the City and The Salvation Army Social Services of Kent County for these purposes. Council has approved funding in the 2019-2020 CDBG budget, not to exceed \$15,000, for this purpose.

The budget account number is: 256-400-69220-956.308.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING
AND
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY
JULY 1, 2019 THROUGH JUNE 30, 2020**

THIS CONTRACT, entered into this ____ day of _____, 2019, effective from July 1, 2019 through June 30, 2020 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Salvation Army Social Services of Kent County**, a Not-for-Profit Corporation, located at 1215 E. Fulton Street, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

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

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

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

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

1. Project Objective.

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

2. Scope of Services.

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

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately **seven (7)** low-income Wyoming families pending eviction, including eviction from emergency shelter hotel stay, with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for short-term rental assistance for not more than three (3) months, with the

total amount expended not to exceed **FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00)**.

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

3. Time of Performance.

- a. On July 1, 2019, 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, 2020, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of **FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00)** in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 17, 2020.
 - 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 with the exception of the period end of June 30, 2020, which shall be limited to 17 days (July 17, 2020).

- 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2020 by July 17, 2020 shall result in loss of funding for said expenses.

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

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

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

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

8. Donations and Fees.

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

9. Contract Modifications.

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

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
 - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
 - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
 - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
 - 1) In the event this Contract is terminated:
 - a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and
 - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.

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

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 17, 2020.
- 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 – B19MC260020

City Federal Award Date – July 1, 2019

Subaward Period of Performance Start & End Date – July 1, 2019-June 30, 2020

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

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

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

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

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

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

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

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

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

agreement.

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

12. Eligible Costs of the Subrecipient.

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

13. Records and Documentation.

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

14. Audits and Inspections.

- a. At any time during normal business hours and as often as the City may deem necessary to ensure proper accounting for all project funds, the Subrecipient shall:
 - 1) Make available to the City or its designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
 - 2) Permit the City or its designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - 3) Allow the City or its designated representatives to review such documents pertaining to this Contract that are considered as backup to the operation of the Subrecipient, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, the Subrecipient shall provide to the City an audit meeting the requirements of the regulations found at 2

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

- c. A Single Audit must be conducted if the Subrecipient as a Non-Federal entity expends \$750,000 or more in total Federal awards in a year in accordance with OMB 2 CFR 200. The Single Audit must be provided to the City within one hundred eighty (180) days after the end of its fiscal year. If a Single Audit is not required, the Subrecipient must submit to the City a letter of confirmation attesting to this effect within one hundred eighty (180) days after the end of its fiscal year.
- d. The Subrecipient is required to furnish the amounts reported on the Subrecipient’s Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

15. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

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

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)

23. Civil Rights.

- a. The Subrecipient agrees that it will not illegally discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient’s commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient’s noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

24. Compliance with the Law.

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

25. Severability of Provisions.

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

26. Waiver.

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

27. Disclosure of Confidential Material.

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

28. City Department or Office.

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

29. Termination at City's Election.

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

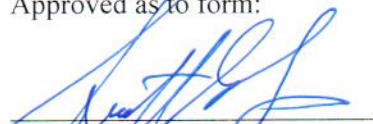
By: _____
Jack A. Poll, Mayor Date

By: _____
Kelli A. VandenBerg, City Clerk Date

THE SALVATION ARMY OF KENT COUNTY,
a not-for-profit corporation

By: _____
Bramwell Higgins, Secretary Date
The Salvation Army Central Territory

Approved as to form:



Scott G. Smith, City Attorney
City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH FAMILY PROMISE OF GRAND RAPIDS

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to Family Promise of Grand Rapids to provide Re-Housing Financial Assistance for low-income families moving out of homelessness and into stabilized housing with short-term rental assistance, and Re-Housing Stabilization Services for low-income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.
4. In its 2019-2020 budget, the City of Wyoming has approved funding Family Promise of Grand Rapids in the amount of \$29,000 for Re-Housing Financial Assistance and \$19,000 for Re-Housing Stabilization Services.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Family Promise Agreement

Resolution No. _____

STAFF REPORT

Date: May 6, 2019

Subject: Family Promise of Grand Rapids 2019-2020 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Cheryl Schuch, Executive Director, Family Promise of Grand Rapids

Meeting Date: May 20, 2019

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with Family Promise of Grand Rapids related to Community Development Block Grant (CDBG) funding for Re-Housing Financial Assistance and Re-Housing Stabilization Assistance, as a means to prevent homelessness and provide decent affordable housing.

SUSTAINABILITY CRITERIA:

Environmental Quality – Family Promise of Grand Rapids supports the administration of various activities intended to alleviate and reduce the problems of homelessness in the Kent County area, which includes the City of Wyoming. The City desires to provide funding to Family Promise of Grand Rapids to provide Re-Housing Financial Assistance for low-income families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low-income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.

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

Economic Strength – Family Promise of Grand Rapids shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low-income Wyoming families with Re-Housing Financial Assistance and nineteen (19) low-income Wyoming families with Re-Housing Stabilization Services.

QUALITY SERVICE:

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

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2019-2020, which identifies these needs as a high priority, and approved in the 2019-2020 budget \$29,000 for Re-Housing Financial Assistance and \$19,000 for Re-Housing Stabilization Services to support Family Promise of Grand Rapids.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between Family Promise of Grand Rapids for these purposes, and the City Council has approved funding in the 2019-2020 CDBG budget.

The budget accounts are:

256-400-69220-956.311 Other Services Family Promise Rehousing
256-400-69220-956.312 Other Services Family Promise Stabilization

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING
AND
FAMILY PROMISE OF GRAND RAPIDS
JULY 1, 2019 THROUGH JUNE 30, 2020**

THIS CONTRACT, entered into this ____ day of _____, 2019, effective from July 1, 2019 through June 30, 2020 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **Family Promise of Grand Rapids**, a Not-for-Profit Corporation, located at 516 Cherry Street, SE, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

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

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

WHEREAS, the City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low-income Wyoming families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low-income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency;

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

1. Project Objective.

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

- a. Re-Housing Financial Assistance for low-income Wyoming families moving out of homelessness and into stabilized housing, for the purpose of preventing homelessness and providing decent affordable housing.
- b. Re-Housing Stabilization Services for low-income Wyoming families to receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

2. Scope of Services.

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

- a. Re-Housing Financial Assistance: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low-income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed TWENTY-NINE THOUSAND AND NO/DOLLARS (\$29,000.00).
 - b. Re-Housing Stabilization Services: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low-income Wyoming families with support services to help maintain permanent housing and build assets to support self-sufficiency. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for these services for up to nine months, with the total amount expended not to exceed NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00).
 - c. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
 - d. The Subrecipient will invoice separately and collect from the City a maximum total of TWENTY-NINE THOUSAND AND NO/DOLLARS (\$29,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and a maximum total of NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services.
 - e. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.
3. Time of Performance.
 - a. On July 1, 2019, 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, 2020, 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-NINE THOUSAND AND NO/DOLLARS (\$29,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00) to be used to reimburse the

Subrecipient the cost of providing Re-Housing Stabilization Services, in accordance with the following schedule:

- 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 17, 2020.
 - 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; with the exception of the period end of June 30, 2020, which shall be limited to 17 days (July 17, 2020).
 - 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2020 by July 17, 2020 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-NINE THOUSAND AND NO/DOLLARS (\$29,000.00) for Re-Housing Financial Assistance and NINETEEN THOUSAND AND NO/DOLLARS (\$19,000.00) for Re-Housing Stabilization Services.

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are changed without the City's approval, or when, in the opinion of the City, there is a reasonable

likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

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

8. Donations and Fees.

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

9. Contract Modifications.

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

10. The Subrecipient's Failure of Performance.

- a. Breach of Contract. The failure of the Subrecipient to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract.
 - 1) The City shall determine in its sole discretion whether the work is satisfactorily completed.
 - 2) In the event the City determines the services provided pursuant to this Contract have not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform services in a timely manner.
 - 3) In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
- b. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

- c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.
 - 1) In the event this Contract is terminated:
 - a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and
 - b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.
 - 2) It is agreed that nothing contained herein shall:
 - a) Deprive the City of any additional rights or remedies, either at law or in equity or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which it may respectively assert against the Subrecipient upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or
 - b) Relieve the Subrecipient of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Subrecipient; and if it sustains such damages, the City may withhold as a set off any payments due the Subrecipient, until such time as an exact amount of damages sustained by the City is properly and legally determined unless otherwise terminated pursuant to the terms of this Contract.
 - 3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 17, 2020.
- e. Annual Performance Report. This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – Family Promise of Grand Rapids

Subrecipient's Unique Entity Identifier – DUNS 965232981

City Federal Award Identification Number – B19MC260020

City Federal Award Date – July 1, 2019

Subaward Period of Performance Start & End Date – July 1, 2019 - June 30, 2020

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$29,000.00 for Re-Housing Financial Assistance; \$19,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$29,000.00 for Re-Housing Financial Assistance; \$19,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$29,000.00 for Re-Housing Financial Assistance; \$19,000.00 for Re-Housing

Stabilization Services.

Federal Award Project Description –

Re-Housing Financial Assistance, administered by Family Promise of Grand Rapids: Wyoming low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

Re-Housing Stabilization Services, administered by Family Promise of Grand Rapids: Wyoming low-income families receive support services to help maintain permanent housing and build assets to support self-sufficiency, for the purpose of preventing homelessness and providing decent affordable housing.

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

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

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

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

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

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

12. Eligible Costs of the Subrecipient.

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

13. Records and Documentation.

- a. Establishment and Maintenance of Records. The Subrecipient shall establish and maintain all necessary records concerning any matter covered by this Contract which, from time to time, may be required by the City.

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

14. Audits and Inspections.

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

15. Certifications.

The Subrecipient must comply with the requirements and standards specified in federal regulation 2 CFR 200.415 addressing certifications, which are required to be included as a part thereof and submitted with all annual and final fiscal reports and vouchers for payment. The following is the specific certification language to be used:

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

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

General Aggregate - \$2,000,000

Products/Completed Operations Coverage - \$2,000,000

- 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)

23. Civil Rights.

- a. The Subrecipient agrees that it will not illegally discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or

disability unrelated to an individual's ability to perform the duties of a particular job or position.

- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

24. Compliance with the Law.

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

25. Severability of Provisions.

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

26. Waiver.

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

27. Disclosure of Confidential Material.

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

28. City Department or Office.

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

29. Termination at City's Election.

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

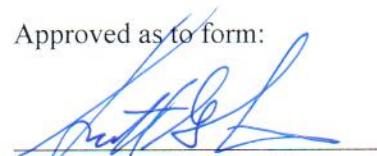
By: _____
Kelli A. VandenBerg, City Clerk Date

FAMILY PROMISE OF GRAND RAPIDS,
a not-for-profit corporation

By: _____
Cheryl Schuch, Executive Director Date
Family Promise of Grand Rapids

By: _____
Chris Boike, Board Chair Date
Family Promise of Grand Rapids

Approved as to form:



Scott G. Smith, City Attorney
City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH THE INNER CITY CHRISTIAN FEDERATION

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to the Inner City Christian Federation to provide Re-Housing Financial Assistance for low-income families moving out of homelessness and into stabilized housing with short-term rental assistance.
4. In its 2019-2020 budget, the City of Wyoming has approved funding the Inner City Christian Federation in an amount not to exceed \$15,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the Agreement between the City of Wyoming and the Inner City Christian Federation.
2. The Wyoming City Council authorizes the Mayor and/or City Manager to sign the Agreement and all necessary legal documents as may be required.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 6, 2019

Subject: Inner City Christian Federation 2019-2020 Contract

From: Rebecca Rynbrandt, Director of Community Services

Cc: Ryan VerWys, President & CEO, Inner City Christian Federation

Meeting Date: May 20, 2019

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with the Inner City Christian Federation related to Community Development Block Grant (CDBG) funding for Re-Housing Financial Assistance as a means to prevent homelessness and provide decent affordable housing.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Inner City Christian Federation 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 Inner City Christian Federation to provide Re-Housing Financial Assistance for low-income families moving out of homelessness and into stabilized housing.

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

Economic Strength – The Inner City Christian Federation shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low-income Wyoming families moving out of homelessness with short-term rental assistance. These funds assist families by providing stabilized housing.

QUALITY SERVICE:

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

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2019-2020, which identifies these needs as a high priority, and approved \$15,000 in the 2019-2020 budget to support the Inner City Christian Federation.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the Inner City Christian Federation for these purposes. The City Council has approved funding in the 2019-2020 CDBG budget, not to exceed \$15,000, for this purpose.

The budget account number is: 256-400-69220-956.310

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING
AND
THE INNER CITY CHRISTIAN FEDERATION
JULY 1, 2019 THROUGH JUNE 30, 2020**

THIS CONTRACT, entered into this ____ day of _____, 2019, effective from July 1, 2019 through June 30, 2020 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and the **Inner City Christian Federation**, a Not-for-Profit Corporation, located at 920 Cherry Street, SE, Grand Rapids Michigan, 49506 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

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

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

WHEREAS, the City desires to provide funding to the Subrecipient to provide Re-Housing Financial Assistance for low-income Wyoming families moving out of homelessness and into stabilized housing;

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 Re-Housing Financial Assistance to low-income Wyoming families who are moving out of homelessness and into stabilized housing with short-term rental assistance, for the purpose of preventing homelessness and providing decent affordable housing.

2. Scope of Services.

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

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately seven (7) low-income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00).

- b. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be at-risk of homelessness. These households will be referred to the Subrecipient by the Salvation Army's Housing Assessment Program (HAP) intake staff. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
 - c. The Subrecipient will invoice and collect from the City a maximum total of FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance to low-income Wyoming families moving out of homelessness and into stabilized housing.
 - 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, 2019, 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, 2020, unless otherwise terminated pursuant to the terms of this Contract.
4. Compensation and Method of Payment.
- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of FIFTEEN THOUSAND AND NO/DOLLARS (\$15,000.00) in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2020, which shall be limited to 17 days (July 17, 2020).
 - 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, 2020 by July 17, 2020 shall result in loss of funding for said expenses.

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

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

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

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

8. Donations and Fees.

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

9. Contract Modifications.

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

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

10. The Subrecipient's Failure of Performance.

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

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

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2020.
- 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 – Inner City Christian Federation

Subrecipient's Unique Entity Identifier – DUNS 09294-7068

City Federal Award Identification Number – B19MC260020

City Federal Award Date – July 1, 2019

Subaward Period of Performance Start & End Date – July 1, 2019-June 30, 2020

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

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

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

Federal Award Project Description – Re-Housing Financial Assistance, administered by the Inner City Christian Federation: Wyoming low-income families moving out of homelessness and into stabilized housing receive the benefit of short-term rental assistance for the purpose of preventing homelessness and providing decent affordable housing.

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 (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

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

Products/Completed Operations Coverage - \$2,000,000 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)

23. Civil Rights.

- a. The Subrecipient agrees that it will not illegally discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient’s commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient’s noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

24. Compliance with the Law.

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

25. Severability of Provisions.

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

26. Waiver.

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

27. Disclosure of Confidential Material.

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

28. City Department or Office.

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

29. Termination at City's Election.

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

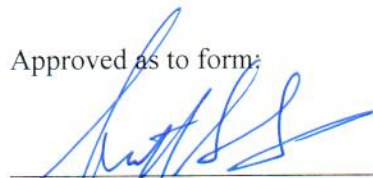
By: _____
Kelli A. VandenBerg, City Clerk Date

INNER CITY CHRISTIAN FEDERATION,
a not-for-profit corporation

By: _____
Ryan VerWys, President & CEO Date
Inner City Christian Federation

By: _____
Andrew Miedema, Board Chair Date
Inner City Christian Federation

Approved as to form:



Scott G. Smith, City Attorney
City of Wyoming

RESOLUTION NO. _____

TO APPROVE AN APPLICATION FOR A PERMIT FOR DISCHARGE OF
FIREWORKS AND TO APPROVE THE FIREWORKS CONTRACT AND
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE AGREEMENT

WHEREAS:

1. The Fire Safety Act of 2011 requires that any permits issued under that act for the discharge of fireworks for a variety of purposes requires local legislative body approval.
2. The Community Enrichment Commission has made application on behalf of the City to have a public display of fireworks, operated by licensed fireworks operator Melrose Pyrotechnics, Inc., following the Concerts in the Park event on June 25, 2019 at Lamar Park.
3. The Department of Public Safety has reviewed the application and recommends approval.
4. Because the City will be the sponsor of the fireworks display, the fee to otherwise be imposed pursuant to Section 34-107 of the Code of the City of Wyoming is inapplicable.

NOW, THEREFORE, BE IT RESOLVED:

1. The Application by the Community Enrichment Commission of behalf of the City for a fireworks permit for June 25, 2019 at Lamar Park is approved.
2. The Fireworks Display Contract with Melrose Pyrotechnics, Inc. is approved and the Mayor and City Clerk are authorized and directed to sign for the City.

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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Permit Application

Certificate of Insurance

Fireworks Contract

City of Wyoming, Michigan

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

Name of Applicant:	Community Enhancement Commission
Address:	1155 28 th
	Wyoming MI 49509
Date of Event:	June 25 th
Expected Attendance:	10,000

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

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

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

Signature of Applicant: 
Title: Crair
Organization, Company or Entity: WCEC
Date: 4-29-19

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

Fire Department Recommendation:

- ☒ Approval
☐ Denial

Signature: William J. Aman Date: 5/14/19

Police Department Recommendation:

- ☒ Approval
☐ Denial

Signature: [Signature] Date: 5/14/19

City Council Action:

- ☐ Approval
☐ Denial

Signature: _____ Date: _____
City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No):
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	
	INSURER B: Travelers Indemnity Co	
	INSURER C: Maxum Indemnity Company	
	INSURER D: Everest Denali Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 363339392

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Y		SI8ML00042-191	1/15/2019	1/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			SI8CA00025-191	1/15/2019	1/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EXC6017975	1/15/2019	1/15/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	0323N491 (MI)	4/1/2019	4/1/2020	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
DISPLAY DATE: June 25, 2019
LOCATION: Lamar Park, Wyoming, MI
ADDITIONAL INSURED: City of Wyoming; Wyoming Community Enrichment Commission
Melrose shall defend, indemnify and hold harmless the City of Wyoming, the Wyoming Community Enrichment Commission, their officers, agents, members and employees from any liability incurred as a result of the negligence of Melrose, its employees or agents.

CERTIFICATE HOLDER**CANCELLATION**

Wyoming Community Enrichment Commission
P.O. Box 905
Wyoming MI 49509

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

FIREWORKS DISPLAY CONTRACT

This Fireworks Display Contract is made as of May 6, 2019 between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509 ("**Sponsor**") and Melrose Pyrotechnics, Inc., an Indiana corporation, of 1 Kingsbury Industrial Park, Heinold Complex, PO Box 302, Kingsbury, IN 46345 ("**Producer**").

RECITALS

A. Sponsor wishes to have a fireworks display at approximately 10:10 p.m. on the evening of Tuesday, June 25, 2019 (the "**Intended Date**"), as part of its "Concerts in the Park" series at Lamar Park, 2561 Porter Street, Wyoming, MI 49505 (the "**Venue**").

B. Producer's business is producing professional fireworks displays.

TERMS AND CONDITIONS

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

1. Fireworks Display. Producer will **produce** (defined as including planning, designing, transporting fireworks and equipment to the Venue, setting up, firing, taking down, and otherwise undertaking all tasks not undertaken by the Sponsor under this Contract) one fireworks display at the Venue on the Intended Date, weather permitting, or, if inclement weather prevents production of the fireworks display on the Intended Date, Producer will produce the fireworks display on a mutually convenient and mutually agreed upon alternate date within 6 months of the Intended Date.

A. Producer will furnish all necessary fireworks display materials, equipment, and personnel to produce a professional fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Sponsor represents that there are no charges related to the Venue for services (including without limitation any availability or standby services) to be paid by Producer to produce the fireworks display at the Venue on the Intended Date except as otherwise provided in this Contract.

B. Sponsor will provide:

1. Sufficient area for the fireworks display, including a minimum spectator set back of **300** feet at all points from the fireworks discharge area.
2. Protection of the fireworks display area by roping-off or similar facility.
3. Adequate police protection to prevent spectators from entering fireworks display area.
4. Search of the fireworks fallout area at first light of the morning following the nighttime display.

C. Producer will obtain without expense to Sponsor any required state or federal permits or other approvals. Producer will ensure that Producer and its personnel (including Producer's directors, officers, employees, contractors and other agents) have and maintain any required education, training registrations, licenses, and other approvals under applicable state and federal laws, rules and regulations to produce the fireworks display.

D. Sponsor will obtain without expense to Producer the permit to be issued by the City of Wyoming under applicable state law. Producer will provide the information related to Producer or the specifics of the fireworks display that are now required under the 2019 Application for Fireworks Other than Consumer or Low Impact, a copy of which is attached as **Exhibit A**.

E. Except as provided in subparagraph 1.E.1 and 1.E.2 below, Producer shall have the sole discretion to determine whether or not weather conditions are sufficiently inclement or unsafe as to warrant a need to reschedule or cancel the fireworks display.

1. However, the parties agree that the following will constitute inclement or unsafe weather warranting a need to reschedule the fireworks display to the extent they affect the Venue within 3 hours or less of the Intended Date or any rescheduled date: severe thunderstorm warnings, tornado warnings, thunder storms, cloud to ground lightning, fog that reduces visibility to less than ¼ mile, blizzards, conditions with sustained winds of 15 miles per hour or wind gusts of 20 miles an hour or

more, hail, and fire hazard conditions resulting in issuance of official prohibitions against the use of fireworks.

2. Regardless of any other provision in this Contract, the City Manager of the City of Wyoming, the Director of the Wyoming Department of Public Safety, or the City of Wyoming Parks Director, shall have the full authority to cancel or terminate in progress any fireworks display at the Venue for any reason. Such a decision shall not relieve Sponsor of any financial consequences of that decision.

2. Fee. Sponsor will pay Producer a fee of \$7,500.00 for the fireworks display at the Venue on the Intended Date or a mutually-agreed upon rescheduled date (the "**Full Fee**") which shall be paid or partially paid as follows:

A. Sponsor will pay Producer one-half of the Full Fee upon Sponsor's signing and returning to Producer a fully-signed copy of this Agreement. The remaining one-half of the Full Fee will be paid within 30 days of the fully produced fireworks display.

B. If, the fireworks display is canceled or rescheduled, payments shall be due Producer as follows:

1. If the fireworks display is rescheduled, even for circumstances such as those described in paragraph 1.E.1 above, before Producer's truck leaves Producer's facility on the Intended Date, Sponsor will pay Producer an amount equal to 15% of the Full Fee to compensate Producer for additional expenses to produce the fireworks display on an alternate date. Consequently, if the fireworks display is rescheduled to a mutually agree upon alternate date before Producer's truck leaves Producer's facility on the Intended Date, the fee for the rescheduled fireworks display shall be 115% of the Full Fee.

2. If the fireworks display is rescheduled, even for circumstances such as those described in paragraph 1.E.1 above, after Producer's truck leaves Producer's facility on the Intended Date, Sponsor will pay Producer an amount equal to 40% of the Full Fee. Consequently, if the fireworks display is rescheduled to a mutually agree upon alternate date after Producer's truck leaves Producer's facility on the Intended Date, the fee for the rescheduled fireworks display shall be 140% of the Full Fee.

3. If the fireworks display is rescheduled, even for circumstances such as those described in paragraph 1.E.1 above and either (i) Sponsor chooses not to reschedule the fireworks display or (ii) Sponsor and Producer cannot agree on a mutually acceptable date for rescheduling the fireworks display, Sponsor shall pay Producer an amount equal to 50% of the Full Fee.

4. If Sponsor cancels the fireworks display prior to the Intended Date, Sponsor shall pay Producer an amount equal to the costs incurred by Producer in preparation for the fireworks display at the Venue on the Intended Date, including, but not limited to, materials purchases, display preparation and design costs, deposits, license and permit fees, and amounts paid Producer's employees for work related to producing the fireworks display at the Venue on the Intended Date.

3. Responsibility.

A. Producer is solely responsible for (i) production of the fireworks display, (ii) the conduct of Producer's officers, employees, subcontractors and consultants, and (iii) any injuries or property damage resulting from Producer's production of the fireworks display. Sponsor will not (i) control the acts of any of Producer's personnel, (ii) direct any of Producer's personnel, and (iii) in any way participate in producing the fireworks display. These limitations on Sponsor will not preclude Sponsor's Public Safety Department, Parks and Recreation Department, Facilities or Administrative personnel from taking any actions they deem necessary, prudent or reasonable to protect persons or property.

B. Producer shall hold Sponsor and Sponsor's officers, employees and volunteers harmless from, indemnify them for, and defend them against any claims made by persons other than Sponsor for personal injuries or property damage resulting from Producer's production of the fireworks display, but not for any negligence or wrongdoing of Sponsor or Sponsor's officers, employees or volunteers.

4. Independence. Producer and Sponsor are wholly independent of one another. None of Producer's personnel shall be or be represented to be Sponsor officers or employees. None of Sponsor's personnel shall be or be represented to be Producer's personnel or affiliated with Producer. Producer and Sponsor

are each solely responsible for any compensation and benefits to be provided to their respective personnel. Producer has no responsibility to supervise, compensate or insure Sponsor or Sponsor's personnel. Sponsor has not responsibility to supervise, compensate or insure Producer or Producer's personnel.

5. Insurance.

A. Producer shall obtain and maintain the following insurance: (i) Worker's Disability Compensation & Employer's Liability, complying with applicable Michigan minimum liability limits; (ii) General Commercial Liability with a \$3,000,000 combined single limit for occurrence, aggregate and property damage (with the City of Wyoming, including its officers, employees and volunteers, named and endorsed as an insured or additional insured and coverage shall be primary; and (iii) Vehicle Liability Coverage and Michigan No-fault Coverages for owned, non-owned and hired vehicles with a \$3,000,000 combined single limit.

B. All insurance shall be written with insurance carriers authorized to insure in Michigan. Upon request, Producer shall provide a copy of an insurance certificate showing such coverage to be in place and fully paid as well as copies of applicable insurance policies and endorsements.

6. Assignment and Beneficiaries. Neither party may assign this Contract or any of its rights, duties or obligations under this Contract without the prior written consent of the other party which may be declined for any reason or for no reason. No individuals or entities other than the parties are intended to be beneficiaries of this Contract. Therefore, not other individuals or entities may bring or maintain any claim under this Contract.

7. General Provisions.

A. Reference to any Producer or Sponsor officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees.

B. This Contract is the entire agreement between the parties regarding to its subject matter. It may not be amended or modified except in writing signed by both parties. Captions are for reference only and shall not affect its interpretation but the recitals are an integral part of this Contract. This Contract was made in Kent County, Michigan and will be governed by and interpreted in accordance with Michigan law.

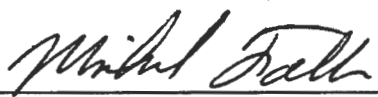
C. To the extent permitted by law, jurisdiction and venue for an action under this Contract shall be only in state courts in Kent County, Michigan and the prevailing party shall, in addition to any other remedy, be entitled to recover costs, including, without limitation, actual, reasonable filing fees,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

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

CITY OF WYOMING

MELROSE PYROTECHNICS, INC.

By: _____
Jack A. Poll, Mayor

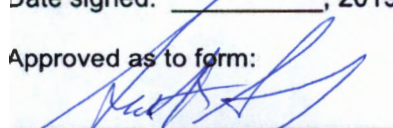
By:  _____
Michael Falk, Event Producer

Date signed: May 16, 2019

By: _____
Kelli A. Vandenberg, Clerk

Date signed: _____, 2019

Approved as to form:

 _____
Scott G. Smith, City Attorney

5/20/2019

RLR:rlr

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A MICHIGAN NATURAL RESOURCES TRUST FUND
AGREEMENT AMENDMENT FOR THE IDEAL PARK DEVELOPMENT PROJECT

WHEREAS:

1. The Michigan Department of Natural Resources (DNR) and City of Wyoming has a grant encumbered project agreement (Resolution No. 25843) for the development of Ideal Park through the Michigan Natural Resources Trust Fund. The current agreement expires July 31, 2019.
2. Delays in bidding related to construction design documents and permitting processes for building in the floodway, as well as delays related to bidder appeals, required the city to seek a project agreement extension to December 31, 2019.
3. The city's application to the DNR for a project time extension, and to modify the scope, removing a duplicate item, has been accepted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to execute the Michigan Department of Natural Resources agreement 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 May 20, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement Amendment

Resolution No. _____

STAFF REPORT

Date: May 6, 2019

Subject: Michigan Natural Resources Trust Fund Grant Agreement Amendment

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: May 20, 2019

RECOMMENDATION: To execute a grant agreement amendment with the Michigan Department of Natural Resources (DNR) for a Natural Resources Trust Fund (NRTF) grant for development of Ideal Park.

SUSTAINABILITY CRITERIA:

Environmental Quality – Ideal Park is a historical park, whose facilities were primarily built between 1933 and 1938. On July 6, 2014 a tornado destroyed the character of Ideal Park by damaging the shelter and lodge, and destroying the playgrounds and 98% of the tree canopy throughout the park. Poor turf conditions, and the need to renovate the basketball and tennis courts in addition to significant maintenance required of the parking lot, present an opportunity for full park redevelopment.

Economic Strength – The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

Social Equity – The City's Community Services Department through its Parks and Recreation services is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming. Ideal Park is located within a dense residential neighborhood and is the only park located within the city south of 54th street.

Quality Service - The City utilizes high quality standards in designing, constructing and maintaining infrastructure. This project develops and maintains park facilities of such quality, meeting the ever changing needs of the community, that it provides optimal service as a result.

DISCUSSION:

On March 7, 2016 the City Council authorized the submittal of the application for a Michigan Department of Natural Resources (DNR) Natural Resources Trust Fund (NRTF) grant. Approved by the NRTF Board in the fall of 2016, the State of Michigan legislature did not authorize the release of funds until the end of June 2017, providing for the Governor's signature to do so. On Friday, July 14, 2017, I received notice of authorization to proceed with executing the Trust Fund Development Project Agreement. The agreement was approved by City Council on August 7, 2017 via Resolution No. 25843.

This agreement provides for development of Ideal Park. The amendment specifically provides for:

- 1) The extension of the project end from 7/31/2019 to 12/31/2019. This extension was necessary due to delays in bidding and bid award as a result of contractor appeal.
- 2) A change in project facilities by deleting Access Road as a scope item. This was identified to be a duplicate scope item.

BUDGET IMPACT:

There is no budget impact as a result of executing the amendment to the grant agreement.

ATTACHMENTS:

Agreement Amendment

Resolution



Trail 6' wide or more

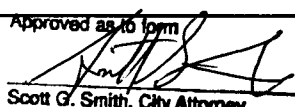
- Submit a complete request for final reimbursement within 90 days of project completion and no later than 3/30/2020. If the GRANTEE fails to submit a complete final request for reimbursement by 3/30/2020, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- B. All other provisions of the Agreement shall be continued in full force and effect.
- C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.



D. This amendment modifies an Agreement which was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment, the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or
2. The amendment has been approved by resolution (true copy attached) of the

_____	_____	meeting of the	_____
(date)	(special or regular)		(name of approving body)

GRANTEE	
SIGNED	WITNESSED
By: _____	By: _____
Title: _____	By: _____
Date: _____	Approved as to form  Scott G. Smith, City Attorney Date: May 9, 2014

MICHIGAN DEPARTMENT OF NATURAL RESOURCES	
SIGNED	WITNESSED
By: _____ Steve DeBrabander, Section Manager	By: _____
EFFECTIVE DATE: _____	By: _____

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH EMERGENCY PAVING EXPENSES
AND TO AUTHORIZE PAYMENT TO SUPERIOR ASPHALT, INC.

WHEREAS:

1. As detailed in the attached Staff Report, Superior Asphalt, Inc. provided emergency pavement repair services associated with the water main beak at Byron Center Avenue and 28th Street.
2. It is recommended the City Council authorize payment to Superior Asphalt, Inc. in the total amount of \$23,351.44.
3. The pavement repairs will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency pavement repairs and authorizes payment to Superior Asphalt, Inc. in the total amount of \$23,351.44.
2. 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 May 20, 2019.

ATTACHMENTS:
Budget Amendment
Staff Report
Invoice

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

BUDGET

Date: May 20, 2019

Budget Amendment No. 067

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$25,000.00 of additional budgetary authority for funding of emergency paving expenses due to a water main break as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Public Works - T and D-Mains - Repairs and Maintenance				
591-441-56200-930.000	134,000.00	25,000.00		159,000.00
Fund Balance/Working Capital (Fund 591)	\$ -	\$ 25,000.00		

Recommended:

Senior Accountant

Assistant 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: May 15, 2019

SUBJECT: Authorize Emergency Paving Expenses

FROM: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: May 20, 2019

RECOMMENDATION:

It is recommended that the City Council authorize emergency paving expenses of \$23,351.44 from Superior Asphalt, Inc. associated with the Byron Center Avenue water main break on April 30, 2019.

SUSTAINABILITY CRITERIA:

Environmental Quality

The water main break created significant road damage across all five lanes of Byron Center Avenue. Emergency repairs were necessary to properly clean up the affected areas.

Social Equity

Although the break created a significant amount of flooding, no residents or businesses were flooded during the break or repair.

Economic Strength

The City does not have the paving equipment necessary to complete repairs such as this. Superior Asphalt has the City bid for asphalt paving currently and was able to grade and pave the road in an expedited manner.

DISCUSSION:

On Tuesday evening, April 30, 2019, an 8" water main break occurred on Byron Center Avenue, north of 28th Street. Normally, 8" water main breaks do not create extensive damage. However, this main break was located perpendicular to Byron Center Avenue and was a longitudinal split approximately 8' in length. Several customers were without water until Wednesday morning when public works personnel were able to complete the water main repair. An asphalt area approximately 85 by 55 feet was impacted. Superior Asphalt was able to grade the site on Thursday and pave on Friday and Saturday.

Superior Asphalt currently has the City bid for asphalt repair and was able to perform the paving on emergency notice. The attached invoice details their expenses for this emergency repair which totals \$23,351.44.

BUDGET IMPACT:

Sufficient funds are available in the water fund account number 591-441-56200-930.000 pending a budget amendment.

Attachments: Superior Asphalt Invoice



Several photos of the water main break and repair.



889 Century, S.W.
Grand Rapids, MI 49503
616.451.3200
616.451.3989 (fax)

DATE

May 14, 2019

INVOICE

59297

BILL TO:

City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

P.O. NUMBER**TERMS****PROJECT**

Net 15 Days 237 5 28th St

DESCRIPTION	AMOUNT
5849	
Site Prep	
Grader 2hrs	290.00
Labor 2hrs	150.00
Paving (base & level)	
Crew, equipment & labor 3hrs	2850.00
Skid steer (sweeper) 3hrs	405.00
Trucking (7) 2hrs - \$97.50/H	1365.00
HMA 123.46ton	9631.44
5849	
Paving (surface)	
Crew, equipment & labor 2.5hrs	2375.00
Skid Steer (sweeper) 2.5hrs	337.50
Trucking (4) 1.5hrs \$97.50/H	585.00
HMA 68.75T	5362.50

Thank-You For Your Business!

TOTAL

23,351.44

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF PROPOSALS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposals for the listed items as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Workers' Compensation Third Party Administrator Services	CompOne Administrators, Inc.	Proposal prices as shown on the attached tabulation sheet
Recruitment Video	Cuppy Productions, LLC	Proposal prices as shown on the attached Staff Report

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

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 May 20, 2019.

ATTACHEMENTS:

Staff Reports

Tabulation Sheet

Standard City Professional Services Contracts

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Subject: Workers' Compensation Third Party Administrator Services

From: Emily Vande Griend, Human Resources Specialist

Cc: Curtis Holt, City Manager

Meeting Date: May 20, 2019

RECOMMENDATION:

It is recommended that City Council accept the proposal submitted for workers' compensation third party administrator (TPA) services from CompOne Administrators, Inc.

SUSTAINABILITY CRITERIA:

Environmental Quality – Accepting this proposal does not significantly impact environmental quality.

Social Equity – Workers' compensation and associated TPA services are completed in compliance with all applicable state and federal laws and collective bargaining agreements.

Economic Strength – By requesting proposals for services such as TPA services, the City can review its current costs, ensure its costs are inline and competitive with current market conditions, and identify opportunities to be more economically effective in securing that service.

DISCUSSION:

On Tuesday, April 16, 2019, four responses were received in response to our invitation to submit proposals for workers' compensation TPA services. Nineteen invitations to bid were sent to prospective bidders.

The intent of this proposal is to secure a professional service provider that is certified and qualified to provide workers' compensation TPA services including, but not limited to, review of all claims and loss reports, investigation of all claims, cost containment services including medical and pharmacy fee reductions, preparing claims for legal review, attendance at trials, mediations, and settlement conferences as appropriate, serve as the agent of record for excess insurance, develop and maintain a claims database, provide financial and statistical reports on losses, work closely with injured employees, and prepare reports as required by the state, and monitor compliance of the City's reporting requirements.

The Finance, Human Resources, and Purchasing Departments reviewed the proposals submitted by CompOne Administrators, Inc., Eagle Claims Management, Mackinaw Administrators, LLC, and PMA Companies.

In reviewing the proposals, the review committee noted that CompOne Administrators, Inc. has significant experience with the City of Wyoming accounts, as they have provided workers' compensation TPA services since 2010. Additionally, CompOne serves communities such as Grand Rapids, East Lansing, Ann Arbor, and Lansing, and is well-respected in their field. The proposal provided by CompOne was also the most comprehensive of all proposals received, providing the most detailed proposal and a five-year pricing proposal (three years as requested by the bid with two one-year optional renewals). Finally, CompOne provides medical bill review as part of the pricing proposal at no additional fee.

As the attached bid tabulation indicates, Eagle Claims provided the low bid. However, after consideration of all fees, exclusions, and the excellent level of service already provided, it is recommended that the City continue to obtain workers' compensation TPA services through CompOne Administrators, Inc. We project an overall projected decrease to the City's fixed cost for workers' compensation of approximately \$1,000 annually.

BUDGET IMPACT:

Funds for TPA services are budgeted in the health insurance fund. It is estimated that the annual fixed expenditure for workers' compensation TPA services will total \$19,000. Costs for such things as defending appeals, legal reviews, nurse case management, vocational case management and settlement negotiations vary and are dependent on the number and types of cases each year.

Attachment: Tabulation Sheet

TABULATION OF BIDS
THIRD PARTY CLAIMS ADMINISTRATION SERVICES
OPENED BY THE CITY CLERK ON APRIL 16, 2019 AT 11:00 A.M.

Eagle Claims Management				CompOne Administrators, Inc.				Mackinaw Administrators, LLC				PMA Companies			
Item	Year	Price	Unit	Item	Year	Price	Unit	Item	Year	Price	Unit	Item	Year		Bid
Claims Management	1	\$ 16,750.00		Claims Management	1	\$ 19,000.00		Claims Management	1	\$ 21,075.00		Claims Management	1	Includes: Claims Handling, Annual Administration Fee, Cinch, 3 users (\$500 each extra)/year, Web Imaging (SI clients only), OSHA log, Data Conversion, Claim Reviews, Takeover Claims	\$ 25,500.00
	2	\$ 16,750.00			2	\$ 19,000.00			2	\$ 21,075.00			2		\$ 25,500.00
	3	\$ 16,750.00			3	\$ 19,000.00			3	\$ 21,920.00			3		\$ 25,500.00
					4	\$ 19,475.00			4	\$ 21,920.00			4		\$ 26,265.00
					5	\$ 19,962.00			5	\$ 22,795.00			5		\$ 27,052.95
Allocated Loss Expenses			Not included - additional charges will apply	Allocated Loss Expenses			Shall be the responsibility of the City of Wyoming	Medical Bill Review & PPO Administration						City of Wyoming is responsible for the payment of all Loss Adjustment Expenses.	
Medical Management				Medical Management											
Medical Management with Manage Ability				Medical Management with Manage Ability	Ongoing	\$ 98.00	hour	Per line for Technical Review with a 3 line header		\$ 1.05					
Utilization Review with Manageability				Utilization Review with Manageability	Ongoing	\$ 98.00	hour	Professional Review		\$ 89.00	hour				
Independent Medical Evaluations with Manageability IME				Independent Medical Evaluations with Manageability IME	Ongoing	Price specific to Doctor specialty									
Medical Bill Review				Medical Bill Review											
Bill Review	\$ 1.25	Per Line with a 2 line minimum		Fee Schedule Review	Ongoing	Included						Medical Bill Review Fee		\$8.50/Bill	
	28%	Savings below the fee schedule		PPO & Pharmacy Program % of Savings	Ongoing	28% of Savings		PPO Savings		28%		Cost Containment Fee, % Savings		29%	
Loss Control Services	\$ 125.00	hour		Safety & Loss Prevention		\$ 150.00	hour	Risk Control Services		Standard Service	\$125.00	hour	Tele/On-Site Case Management	\$ 98.00	hour
										Industrial Hygiene plus Lab Expenses	\$160.00	hour	Risk Control Services	\$ 135.00	Hour
													Individual Occurrence results in more than ten claimants then beginning with the 11th claim and for every claim thereafter		
													\$850 for each lost time claim		
													\$125 for each medical only claim		

CITY OF
Wyoming
MICHIGAN

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

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: MAY 20, 2019

"Professional" means: COMPONE ADMINISTRATORS, INC.
[Name of professional entity]

A FDI GROUP COMPANY
[State and type of entity, e.g., corporation, limited liability company, etc.]

39500 HIGH POINTE BLVD, SUITE 400
[Professional's street address]

NOVI, MI 48375
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: EXHIBIT A - INCLUDED IN EXHIBIT B. EXHIBIT B - PROPOSAL FOR WORKER'S COMPENSATION CLAIMS ADMINISTRATION.
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]
SAFETY & LOSS PREVENTION AND MEDICAL BILL REVIEW SERVICES.

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

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

City of Wyoming

Ryan Churella

[Professional's name]

By: _____
Jack A. Poll, Mayor

By: Ryan Churella
[Signature officer, director or principal of Professional]

Ryan Churella, VP of Operations

[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: May 14th, 2019, 2019

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20____

Approved as to form: _____

Scott G. Smith, City Attorney

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.
 - E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY

Minimal Limits:

\$1,000,000 Each Occurrence Limit

\$2,000,000 General Aggregate Limit

Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):

\$1,000,000 per person

\$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

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

PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

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

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

Ryan Churella Digitally signed by Ryan Churella
Date: 2019.05.15 09:08:54 -04'00'

[Signature]

Ryan Churella, VP of Operations

[Printed Name and Title of Person Signing]

Ryan Churella

[Printed Name of Professional]

Date signed: May 15, 2019

COST OF SERVICES - PRICING PROPOSAL

PROPOSAL FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION, SAFETY & LOSS PREVENTION AND MEDICAL BILL REVIEW SERVICES

Submission Date: 04.16.2019

Prospective Client: City of Wyoming

Contract Term: This proposal is for a 3-year contract period from July 1, 2019 – June 30, 2022, with two 1-year extensions from July 1, 2022 – June 30, 2024.

Flat Fee:

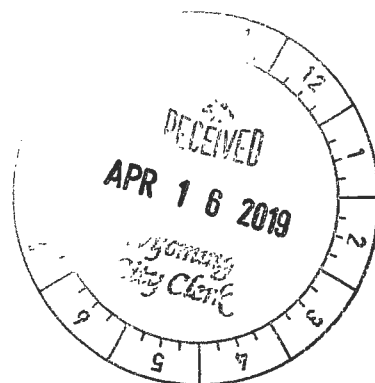
- Year 1: \$19,000
- Year 2: \$19,000
- Year 3: \$19,000
- Year 4: \$19,475
- Year 5: \$19,962

The service fee is based on a Flat Fee pricing model. This rate is guaranteed for 5-years. Pricing can also be provided based on a Per Claim or % of Payroll.

The annual service fee can be billed in monthly, quarterly or annual installments.

Price Includes:

- Claims Management
- Safety and Loss Prevention
- Medical Bill Review



Claims Management

Item	Term	Charge
Claims Management	3-year Contract, with two 1-year extensions	The service fee is based on a Flat Fee: • Year 1: \$19,000 • Year 2: \$19,000 • Year 3: \$19,000 • Year 4: \$19,475 • Year 5: \$19,962
Standard Reports	Monthly	Included
CMS Reporting	Quarterly	Included
ISO Indexing	Per Inquiry	Current ISO Pricing
Software Access	Annually	Included

Best Banking Practices

CompOne Finance Department will establish a bank account with Fifth Third Bank that is solely dedicated to the Client. The account is funded by the Client. CompOne provides an on-line check issuance system, which provides for automated payments and control. The Finance Department for CompOne and the CompOne Claim Manager or their designee closely monitor the client account activity online, and will submit advisory reports, including any excess or deficiencies to the imprest/opening balance. The objective is to avoid fund deficiencies, and banking errors.

For a more in depth overview of CompOne's Best Banking Practices, a complete copy will be provided upon request.

Software Platform

Startech Software, a sister company to CompOne, is a web based software solutions provider for Third Party Administrators, Risk Managers and Managed Care companies. More than just a claims processing tool, Startech created Eclipse 4.0 to be a total environment designed to manage the changing needs of Workers' Compensation claims. Designed for both self-funded organizations as well as Third Party Administrators, Eclipse is a system built on two generations of rock solid claims experience designed by people who know Workers' Compensation and Risk Management.

Reporting Capabilities

A library of standard reports will come with access to the web based claims system, Eclipse 4.0. Additional reports can be created as needed and added to the library. A detailed review of reporting needs will be conducted during the initial kick-off meeting to assess any requirements not covered by the library of reports. The ad-hoc report writer, Logi Analytics, is also included in the software package and provides the ability to customize reports and dashboards to meet the needs of group members.

- Customized Dashboard Metrics
- Loss Summary Reports
- Injury Frequency & Cost Metric Reporting Technology



EXPLANATION PRICING PROPOSAL (CONT.)



Allocated Loss Expenses

Shall be the responsibility of the Client and shall include, but not be limited to:

- Legal fees
- Professional photographs
- Medical records
- Experts' rehabilitation costs
- Accident reconstruction
- Architects, contractors
- Engineers
- Police, fire, coroner, weather, or other reports
- Property damage appraisals
- Extraordinary costs for witness statements
- Official documents and transcripts
- Sub rosa investigations
- Medical examinations
- Payments made for claim file
- Extraordinary travel made at client request
- Court reporters
- Fees for service of process
- Pre and post judgment interest paid
- Chemists
- Collection costs payable on subrogation
- Managed care
- ISO Indexing Services
- Any other similar costs, fee, or expense reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss which must have the explicit prior approval of the Client.

Medical Management

Item	Term	Charge	Estimated Annual Cost
Case Management with ManageAbility	Ongoing	\$98/hour	Allocated to file
Utilization Review with ManageAbility	Ongoing	\$98/hour	Allocated to file
Independent Medical Evaluations with ManageAbility IME	Ongoing	Price specific to Doctor specialty	Allocated to file

Expert medical management remains a major contributor to mitigating Workers' Compensation claim costs. We look forward to discussions concerning the impact of cooperative medical management on your program.

Managed care services are only utilized at customers' request and approval.

Managed Care services shall include, but not be limited to:

- Medical Case Management Services
- Vocational Rehabilitation Services
- Utilization Review Services
- Medicare Set-Aside
- Independent Medical Evaluations
- Medical Record Reviews
- Radiology Reviews
- Peer Review Services



EXPLANATION PRICING PROPOSAL (CONT.)



Medical Bill Review

Item	Term	Charge
Fee Schedule Review	Ongoing	Included
PPO & Pharmacy Program % of Savings	Ongoing	28% of Savings

Safety & Loss Prevention

- Included: 0 hours
- Additional Safety & LP hours can be purchased at a rate of \$150 per hour
- Safety Catalog (available upon request)

Terms of Cancellation or Non-Renewal

In the event of cancellation or non-renewal of this contract, CompOne will continue to manage all pending claims to conclusion of the claims, and claims occurring in this service term but not reported prior to the date of termination unless CompOne is relieved by the Michigan Workers' Compensation Agency. There will be a \$400 per claim per year charge for each claim that remains open, should the Client decide to leave tail claims with CompOne.

Quote in effect until: 07.01.2019



STAFF REPORT

Date: May 13, 2019
Subject: Recruitment Video
From: Kristen Bosker, Human Resources Specialist
Meeting Date: May 20, 2019

RECOMMENDATION:

It is recommended the City Council accept the proposal submitted for the City of Wyoming Recruitment Video by Cuppy Productions, LLC.

SUSTAINABILITY CRITERIA:

Environmental Quality – Accepting this proposal does not significantly impact environmental quality.

Social Equity – The City is dedicated to hiring employees with excellent qualifications and a commitment to public service. The use of a recruitment video will allow the City to connect with a variety of potential applicants from a diverse cultural base and varying backgrounds. The City of Wyoming complies with all applicable laws which prohibit discrimination in employment and personnel practices.

Economic Strength – Acquiring talent in this rapidly changing market is essential for the City to provide services to the community. Additionally, by accepting proposals for services, the City can review its current costs, ensure its costs are inline and competitive with current market conditions, and identify opportunities to be more economically effective in securing services.

DISCUSSION:

On Tuesday, April 30, 2019, the City received seven responses to the City's invitation to submit proposals for a recruitment video. Twenty four invitations to bid were sent to prospective bidders. A review committee comprised of representatives from the Human Resources Department, City Manager's Office, and Purchasing Department reviewed the proposals submitted by Allegheny Image Factory, Cuppy Productions, LLC., Ingalls Pictures, MLive Media Group, Q+M, Shutterwerks Media, and Seventy7 Productions.

The intent of this proposal is to create a recruitment video that will transform the City's mission statement and values into an engaging experience for potential candidates. Recruitment has become increasingly difficult with record-breaking low levels of unemployment across the country. Filling specialized roles such as electricians, assessors, planners, and utility plant operators is especially challenging. The recruitment video will showcase the benefits of working for the organization – primarily the interesting nature of the work, opportunity for career progression, compensation packages, and organizational culture.

Potential candidates will be able to hear stories from our current employees about what it is like to work at the City of Wyoming. This can lead to an increase in applicants while reducing attrition, as candidates who aren't aligned with our culture recognize this before they even apply. A recruitment video will transform talent acquisition into a mobile experience allowing us to reach multiple applicants simultaneously. Employer branding is a great way to attract talented people to join our workforce. While we currently use videos to conduct meetings, training, and interviews, we are missing an opportunity to use one of the best employer branding practices to enrich our applicant pools breadth and depth.

This recruitment video will expand our recruitment efforts beyond the active job seeker to the passive job seeker. To do that, it is imperative that this project inspire and engage viewers through a collaborative and comprehensive production process.

The bid tabulation sheet below indicates that MLive Media Group provided the low bid. However, after reviewing the proposal, the time allotted for production will not adequately capture the facilities, culture, and community. MLive Media Group included 5.5 hours (including travel time between locations) for filming and is limited to three locations in and around Wyoming. If the City were to increase the number of days for production, the total cost would substantially increase.

Cuppy Productions, LLC. provided the second lowest bid. The production cost includes four full days of filming which would be ample time to capture footage, at many if not all, of the facilities and community. Additionally, the cost provided by Cuppy Productions, LLC. is not based on an hourly rate but a fixed cost.

MLive Media Group	\$8,075.00
Cuppy Productions, LLC.	\$9,200.00
Shutterwerks Media	\$9,025.00 - \$11,700.00
Q&M	\$13,800.00
Ingalls Pictures	\$20,000.00
Allegheny Image Factory	\$35,045.00
Seventy7	\$54,978.00

BUDGET IMPACT:

Funds in the amount of \$9,200.00 are budgeted for the recruitment video in account 101-101-10300-956.000.

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(CONTRACT OVER \$8,600)

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: May, 7, 2019

"Professional" means: Cuppy Productions, LLC
[Name of professional entity]

A Limited Liability Company
[State and type of entity, e.g., corporation, limited liability company, etc.]
420 Haskins Ct. SE
[Professional's street address]
Ada, MI, 49301
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Video Production - Recruitment video
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk
Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Cuppy Productions, LLC

[Professional's name]

By: _____
[Signature officer, director or principal of Professional]
William J. Cuppy, Producer/Director
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: May 7, 2019

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

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

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **V.V.-2.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accounts payable@wyo.mingmi.gov an IRS W-9 form (available at www.irs.gov).

10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY

Minimal Limits:

\$1,000,000 Each Occurrence Limit

\$2,000,000 General Aggregate Limit

Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):

\$1,000,000 per person

\$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

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

PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

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

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.

(Signature)

William J. Cuppy, Producer/Director

(Printed Name and Title of Person Signing)

(Printed Name of Professional)

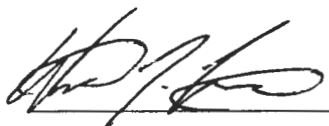
Date signed: May 7, 2019

CUPPY PRODUCTIONS, LLC. – bill@cuppyproductions.com – cuppyproductions.com

(COPY)

Thank you for the opportunity to submit a proposal for the City of Wyoming Recruitment Video. My name is Bill Cuppy, and I am the Principal/Producer-Director of Cuppy Productions, LLC. We have been in business since July, 2000 and have been serving the west Michigan community by offering high-quality and great-value video productions for nearly 20 years. We specialize in short-form promotional and marketing videos that inspire the viewer to take the next step. Please consider us as your choice to produce the next great video to recruit the best candidates to work in the City of Wyoming.

Cuppy Productions, LLC.
William J. Cuppy
420 Haskins Ct. SE
Ada, MI
49301
616-633-1010



4/27/19

William J. Cuppy

City of Wyoming Recruitment Video RFP - Table of Contents:

Cover Letter-	pg. 1
Table of Contents-	pg. 2
Statement of Understanding-	pg. 3
Schedule-	pg. 4
Cost of Services-	pg. 5
References, Personnel, Experience, Customer Service Philosophy	pg. 6

City of Wyoming Recruitment Video RFP – Statement of Understanding

I have read through the details and requirements of the RFP and am confident we will deliver an outstanding project. This video is an important introduction to prospective employees and needs to create an inspirational feeling for the viewer, encouraging them to engage with the City of Wyoming, and dig deeper to find out all that this city has to offer its employees and residents.

I would like to use a storytelling mode versus the more standard talking heads to share some of the real-life, interesting impacts that employees of the city offer to the community. We will share 4 or more stories from different departments with an eye to make sure our messaging includes the diverse population and is inclusive of all.

We will recreate or capture actual events and stories that make the city great, using the narrative story mode with voiceover from actual employees who are making a difference. Production techniques will include a lot of fluid motion with the use of a gimbal and licensed drone. Footage can be shot in 4K and will be encoded at 1080p for internet delivery.

This will be an effective way to move the viewer to take the next step and become an employee of the City of Wyoming!

City of Wyoming Recruitment Video RFP – Schedule

The schedule can be fluid to meet the deadlines of the city, below is the schedule if production were to commence on June 1, 2019. We can meet tighter deadlines than listed below, this is a sample based on the ideal time to deliver. Typically we can deliver a video in 30 days or less from start to finish if needed.

- Pre-production planning meeting	June 1
- Outline/Script for review	June 8
- Final script	June 12
- Production Schedule	June 16
- Meetings/Communication	Throughout
- Production (Filming)	June 20-July 16
- Post-production (Editing)	July 16-August 4
- Video for review	August 4
- Final delivery of video	August 10

City of Wyoming Recruitment Video RFP – Cost of Services

The estimate below is a fixed cost based on the description of the project. I take pride in invoicing exactly what I estimate. This will not change unless the scope of the project changes drastically, and if such changes happen this will be discussed in advance.

<u>Pre-production</u>	<u>\$1,200</u>
- Planning - Concept - Script/Storyboard - Project Management	
<u>Production</u>	<u>\$4,000</u>
- Filming - All production equipment - All Crew - Licensed Drone operation	
<u>Post-production</u>	<u>\$4,000</u>
- Editing - Sound Design - Custom music - Motion graphics (if needed)	
<u>Total</u>	<u>\$9,200</u>

City of Wyoming Recruitment Video RFP - References, Personnel, Experience, Philosophy

References:

Brad Back – SeyferthPR

40 Monroe Center NW

Grand Rapids, MI 49503

616.776.3511 or 800.435.9539

We have produced videos for Seyferth, most recently a series of PSA messages for the Grand Rapids Fire Department and the importance of installing smoke detectors.

Nate Hoekstra – Grand Valley State University

1 Campus Dr.

Allendale, MI

49401

616-331-2221

We have produced several Marketing and Promotional videos for Grand Valley State University.

Bob Kreter - Dégagé Ministries

Marketing Manager

144 Division Ave. S., Grand Rapids MI 49503

Phone: 616-454-1661

www.degageministries.org

We produce several charitable videos each year to highlight the amazing patrons and raise awareness and finances to better serve the homeless population in Grand Rapids.

Personnel:

The crew will consist of myself as the Producer/Director, as well as Brad Scott as Cinematographer/Editor. We have worked together for over 15 years and make a great team. Brad is also our licensed/insured drone operator.

Bill Cuppy

bill@cuppyproductions.com

616-633-1010

cuppyproductions.com

Experience:

I have experience in both the public and private sector and realize the complex nature of organizations with diverse types of employment and the need to reach all types. We work to find commonality between the differences so that all can relate.

Customer Service Philosophy:

Our overall goal is to exceed our customer's expectation. We deliver the best quality within a very reasonable budget, this translates into excellent value.

Samples can be found at cuppyproductions.com