

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 6, 2020, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the June 15, 2020 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - 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. 1 – To Appropriate an Additional \$441,973 of Budgetary Authority and Recognize Related Grant Revenue of \$441,973 for the Cooperative 21st Century Learning Center Agreement (Cohort K) with Wyoming Public Schools
 - b) Budget Amendment No. 2 – To Appropriate an Additional \$441,198 of Budgetary Authority and Recognize Related Grant Revenue of \$441,203 for the Cooperative 21st Century Learning Center Agreement (Cohort L-1) with Wyoming Public Schools
 - c) Budget Amendment No. 3 – To Appropriate an Additional \$182,594 of Budgetary Authority and Recognize Related Grant Revenue of \$182,600 for the Cooperative 21st Century Learning Center Agreement (Cohort L-2) with Wyoming Public Schools

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 John Bueche for His Service as a Member of the Planning Commission for the City of Wyoming
- b) To Appoint Chris Hall as a Member of the Planning Commission for the City of Wyoming
- c) To Appoint Kim Alan Briggs as a Member of the Community Enrichment Commission for the City of Wyoming
- d) To Appoint Marie Groters as a Member of the Wyoming Parks and Recreation Commission Representing the Kelloggsville Public School District
- e) To Confirm the Reappointment of Jill DeJager as a Member of the Community Development Committee for the City of Wyoming
- f) To Confirm the Reappointment of William Kerby as a Member of the Construction Board of Appeals for the City of Wyoming
- g) To Confirm the Reappointment of Dan Farkas as a Member of the Historical Commission for the City of Wyoming
- h) To Reappoint Members to the Board of Directors of the Grand Valley Regional Biosolids Authority
- i) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Benteler Automotive Corporation in the City of Wyoming (July 20, 2020 at 7:01 p.m.)

15) Resolutions

- j) To Approve a One-Time First Responder Hazard Pay Premium Payment and Memoranda of Understanding with Collective Bargaining Units
- k) To Approve the First Amendment to the Development Agreement for Rivertown Park
- l) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2020-2021
- m) To Authorize the Mayor and City Clerk to Execute an Agreement with Family Promise of Grand Rapids
- n) To Authorize the Mayor and City Clerk to Execute an Agreement with Specific Home Repair Services
- o) 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
- p) 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

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

- q) To Approve a Demolition Grant through CDBG Funding for 1903 34th Street SW
- r) To Accept a Grant from the Greater Wyoming Community Resource Alliance, to Accept a Proposal from KVO Communications Inc., and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 8)
- s) To Authorize the Mayor and City Clerk to Sign a Contract with Western Economic Services for Professional Planning Services (Budget Amendment No. 7)
- t) To Concur with the Acceptance of a Quotation from Midwest Employers Casualty for Excess Liability Insurance Coverage for Workers' Compensation

- u) To Award the Bid for the 2020 Bayberry Farms Condominium Drainage Improvement Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 4)
- v) To Award the Bid for the 2020 Scarsdale Drainage Improvement Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 5)
- w) To Accept a Proposal from Store Fronts, Inc. to Furnish and Install Safety Glass at City Hall (Budget Amendment No. 6)
- x) To Authorize the Purchase of WatchGuard Firewalls
- y) To Authorize the Purchase of Fleet Replacement Vehicles and Equipment
- z) To Accept a Proposal from Prein & Newhof to Perform Construction Oversight Services for the Burlingame Water Storage Tanks and Pump Station Construction and to Authorize the Mayor and City Clerk to Execute the Contract
- aa) To Accept a Proposal from Tetra Tech of Michigan, PC to Perform Supervisory Control and Data Acquisition (SCADA) System Upgrades and to Authorize the Mayor and City Clerk to Execute the Agreement
- bb) To Accept a Quote from Kerr Pump and Supply for Netzsch Rotart Lobe Pump Parts
- cc) To Authorize the Purchase of Laboratory Supplies from IDEXX Laboratories
- dd) To Authorize the Purchase of Laboratory Supplies from Hach
- ee) To Extend the Bid for Electrical Supplies
- ff) For Award of Bid
 - 1. Transformer Maintenance

17) Ordinances

- 7-20 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (125) to Rezone 1950 44th St SW from R-1 to R-4 (Final Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2020

Budget Amendment No. 001

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$441,973 of budgetary authority and recognize related grant revenue of \$441,978 for the Cooperative 21st Century Learning Center Agreement (Cohort K) with Wyoming Public Schools as per resolution 26678 approved June 1, 2020.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Federal Grant 21st Century Cohort K				
208-526.006	89,753.00	441,978.00		531,731.00
Parks and Recreation - 21st Century Cohort K - Salaries				
208-752-76112-706.000	44,779.00		1,175.00	43,604.00
Parks and Recreation - 21st Century Cohort K - Salaries - Temporary Salaries				
208-752-76112-707.000	-	357,595.00		357,595.00
Parks and Recreation - 21st Century Cohort K - FICA				
208-752-76112-715.000	3,427.00	27,269.00		30,696.00
Parks and Recreation - 21st Century Cohort K - Hospitalization				
208-752-76112-716.000	20,538.00	15,162.00		35,700.00
Parks and Recreation - 21st Century Cohort K - Life Insurance				
208-752-76112-717.000	62.00		1.00	61.00
Parks and Recreation - 21st Century Cohort K - Pension				
208-752-76112-718.000	13,469.00		349.00	13,120.00
Parks and Recreation - 21st Century Cohort K - Pension DC Plan				
208-752-76112-718.100	3,582.00		92.00	3,490.00
Parks and Recreation - 21st Century Cohort K - Pension Retiree Health				
208-752-76112-718.200	2,060.00		-	2,060.00
Parks and Recreation - 21st Century Cohort K - Workers Comp Insurance				
208-752-76112-719.000	977.00	12,810.00		13,787.00
Parks and Recreation - 21st Century Cohort K - CIP and Longevity				
208-752-76112-721.000	13.00		13.00	-
Parks and Recreation - 21st Century Cohort K - Operating Supplies				
208-752-76112-740.000	-	14,673.00		14,673.00
Parks and Recreation - 21st Century Cohort K - Software Services				
208-752-76112-806.000	-	293.00		293.00
Parks and Recreation - 21st Century Cohort K - Travel and Training				
208-752-76112-860.000	-	250.00		250.00
Parks and Recreation - 21st Century Cohort K - Insurance Liability				
208-752-76112-910.000	851.00	6,776.00		7,627.00
Parks and Recreation - 21st Century Cohort K - Other Services				
208-752-76112-956.000	-	8,775.00		8,775.00
Fund Balance/Working Capital (Fund 208)		5.00	-	

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2020

Budget Amendment No. 001

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2020-2021 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: July 6, 2020

Budget Amendment No. 002

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$441,198 of budgetary authority and recognize related grant revenue of \$441,203 for the Cooperative 21st Century Learning Center Agreement (Cohort L-1) with Wyoming Public Schools as per resolution 26678 approved June 1, 2020.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Federal Grant 21st Century Cohort L-1				
208-526.007	89,753.00	441,203.00		530,956.00
Parks and Recreation - 21st Century Cohort L-1 - Salaries				
208-752-76113-706.000	44,779.00		1,175.00	43,604.00
Parks and Recreation - 21st Century Cohort L-1 - Salaries - Temporary Salaries				
208-752-76113-707.000	-	369,495.00		369,495.00
Parks and Recreation - 21st Century Cohort L-1 - FICA				
208-752-76113-715.000	3,427.00	28,179.00		31,606.00
Parks and Recreation - 21st Century Cohort L-1 - Hospitalization				
208-752-76113-716.000	20,538.00	9,712.00		30,250.00
Parks and Recreation - 21st Century Cohort L-1 - Life Insurance				
208-752-76113-717.000	62.00		1.00	61.00
Parks and Recreation - 21st Century Cohort L-1 - Pension				
208-752-76113-718.000	13,469.00		349.00	13,120.00
Parks and Recreation - 21st Century Cohort L-1 - Pension DC Plan				
208-752-76113-718.100	3,582.00	-	92.00	3,490.00
Parks and Recreation - 21st Century Cohort L-1 - Pension Retiree Health				
208-752-76113-718.200	2,060.00	-		2,060.00
Parks and Recreation - 21st Century Cohort L-1 - Workers Comp Insurance				
208-752-76113-719.000	977.00	13,237.00		14,214.00
Parks and Recreation - 21st Century Cohort L-1 - CIP and Longevity				
208-752-76113-721.000	13.00	-	13.00	-
Parks and Recreation - 21st Century Cohort L-1 - Operating Supplies				
208-752-76113-740.000	-	8,250.00		8,250.00
Parks and Recreation - 21st Century Cohort L-1 - Software Services				
208-752-76113-806.000	-	293.00		293.00
Parks and Recreation - 21st Century Cohort L-1 - Travel and Training				
208-752-76113-860.000	-	250.00		250.00
Parks and Recreation - 21st Century Cohort L-1 - Insurance Liability				
208-752-76113-910.000	851.00	7,002.00		7,853.00
Parks and Recreation - 21st Century Cohort L-1 - Other Services				
208-752-76113-956.000	-	6,410.00		6,410.00
Fund Balance/Working Capital (Fund 208)		5.00	-	

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2020

Budget Amendment No. 002

Recommended: 
Finance Director


Terry City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2020-2021 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: July 6, 2020

Budget Amendment No. 003

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$182,594 of budgetary authority and recognize related grant revenue of \$182,600 for the Cooperative 21st Century Learning Center Agreement (Cohort L-2) with Wyoming Public Schools as per resolution 26678 approved June 1, 2020.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Federal Grant 21st Century Cohort L-2				
208-526.008	34,193.00	182,600.00		216,793.00
Parks and Recreation - 21st Century Cohort L-2 - Salaries				
208-752-76114-706.000	17,059.00		448.00	16,611.00
Parks and Recreation - 21st Century Cohort L-2 - Salaries - Temporary Salaries				
208-752-76114-707.000	-	148,567.00		148,567.00
Parks and Recreation - 21st Century Cohort L-2 - FICA				
208-752-76114-715.000	1,306.00	11,334.00		12,640.00
Parks and Recreation - 21st Century Cohort L-2 - Hospitalization				
208-752-76114-716.000	7,824.00	8,000.00		15,824.00
Parks and Recreation - 21st Century Cohort L-2 - Pension				
208-752-76114-718.000	5,133.00		137.00	4,996.00
Parks and Recreation - 21st Century Cohort L-2 - Pension DC Plan				
208-752-76114-718.100	1,366.00		36.00	1,330.00
Parks and Recreation - 21st Century Cohort L-2 - Pension Retiree Health				
208-752-76114-718.200	785.00	-		785.00
Parks and Recreation - 21st Century Cohort L-2 - Workers Comp Insurance				
208-752-76114-719.000	372.00	5,326.00	-	5,698.00
Parks and Recreation - 21st Century Cohort L-2 - CIP and Longevity				
208-752-76114-721.000	5.00	-	5.00	-
Parks and Recreation - 21st Century Cohort L-2 - Operating Supplies				
208-752-76114-740.000	-	4,000.00		4,000.00
Parks and Recreation - 21st Century Cohort L-2 - Software Services				
208-752-76114-806.000	-	112.00		112.00
Parks and Recreation - 21st Century Cohort L-2 - Travel and Training				
208-752-76114-860.000	-	250.00		250.00
Parks and Recreation - 21st Century Cohort L-2 - Insurance Liability				
208-752-76114-910.000	325.00	2,817.00		3,142.00
Parks and Recreation - 21st Century Cohort L-2 - Other Services				
208-752-76114-956.000	-	2,814.00		2,814.00
Fund Balance/Working Capital (Fund 208)		6.00		

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2020

Budget Amendment No. 003

Recommended: 
Finance Director


City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2020-2021 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 JOHN BUECHE FOR HIS SERVICE
AS A MEMBER OF THE PLANNING COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. John Bueche has served faithfully and effectively as a member of the Planning Commission since May 21, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to John Bueche for his dedicated service as a member of the Planning Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT CHRIS HALL AS A MEMBER OF THE
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Chris Hall has submitted an application requesting appointment to the Planning Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2024 on the Planning Commission.
3. It is the desire of Mayor Jack A. Poll that Chris Hall be appointed to fill the regular term on the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Chris Hall as a member of the Planning Commission for the City of Wyoming for the regular term ending June 30, 2024.

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 July 6, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT KIM ALAN BRIGGS AS A MEMBER OF THE
COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Kim Alan Briggs has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2023.
3. City Council wishes to appoint Kim Alan Briggs as a member of the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Kim Alan Briggs as a member of the Community Enrichment Commission for the term ending June 30, 2023.

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 July 6, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT MARIE GROTERS
AS A MEMBER OF THE WYOMING PARKS AND RECREATION COMMISSION
REPRESENTING THE KELLOGGSVILLE PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of Kelloggsville Public School District Representative on the Wyoming Parks and Recreation Commission for a term expiring June 30, 2022.
2. The Kelloggsville Public School District has recommended that Marie Groters be appointed to the Wyoming Parks and Recreation Commission as a representative of the district.
3. It is the desire of the City Council that Marie Groters be appointed to fill the term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Marie Groters as a member of the Parks and Recreation Commission for the City of Wyoming for the term ending June 30, 2022.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF JILL DEJAGER
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Jill DeJager expired June 30, 2020.
2. It is the desire of the City Council that Jill DeJager be reappointed as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Jill DeJager as a member of the Community Development Committee for the City of Wyoming, Michigan for the regular term ending June 30, 2022.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF WILLIAM KERBY
AS A MEMBER OF THE CONSTRUCTION BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for William Kerby expired on June 30, 2020.
2. It is the recommendation of the City Manager to reappoint William Kerby to serve as a member of the Construction Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint William Kerby as a member of the Construction Board of Appeals for the City of Wyoming, Michigan for the regular term ending June 30, 2023.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF DAN FARKAS
AS A MEMBER OF THE HISTORICAL COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Dan Farkas expired on June 30, 2020.
2. Mayor Jack Poll has recommended the reappointment of Dan Farkas as a member of the Historical Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming, Michigan does hereby confirm the reappointment of Dan Farkas as a member of the Historical Commission for the City of Wyoming, Michigan for the regular term ending June 30, 2023.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS
TO THE BOARD OF DIRECTORS OF
THE GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY

WHEREAS:

1. The terms of appointment for the City of Wyoming's representatives to the Board of Directors of the Grand Valley Regional Biosolids Authority have expired.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Wyoming hereby reappoints Wyoming City Manager Curtis Holt, and Gerald Snyder as Directors, for the regular terms ending June 30, 2022.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

07/06/20
City Manager/JS

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
BENTELER AUTOMOTIVE CORPORATION
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Numbers 117 and 177, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 11824 on June 16, 1986 and Resolution 16813 on October 17, 1994, respectively.
2. Benteler Automotive Corporation has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to their facility located within Industrial Development District 117 and 177, with an estimated cost of \$3,305,000.00 for real property to be located at 3721 Hagen Dr, SE.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Benteler Automotive Corporation, for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on Monday, July 20, 2020 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Exhibit A – Legal Description

Resolution No. _____

STAFF REPORT

Date: June 23, 2020

Subject: Benteler Automotive Corporation, 3721 Hagen Dr, SE

From: Jennifer Stowell, Administrative Assistant to the City Manager

Meeting Date: July 6, 2020

Recommendation:

Staff recommends a twelve (12) year IFT abatement be granted to Benteler Automotive Corporation, based on the City of Wyoming’s Economic Development Policy.

Community, Safety Stewardship:

Benteler Automotive Corporation has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Approval of this application will help retain and expand a local industrial company, encourage continued investment by Benteler Automotive Corporation, and provide additional employment opportunities to the area.

Discussion:

Benteler Automotive Corporation has conducted business in the City of Wyoming for thirty-three (33) years and is requesting the approval of an Industrial Facilities Exemption Certificate. Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	3721 Hagen Dr, SE
Personal Property:	\$ 0.00
Real Property:	\$ 3,305,000
Estimated Jobs:	0 new jobs 754 jobs retained
Starting date of project:	May, 2020

Project Summary:

Benteler Automotive Corporation is a leading global partner to the automotive industry offering their customers first-class engineering competence, innovative material process technologies as well in expertise in metal forming and processing. Their core technological competencies include tube manufacturing, forming, joining, extrusion and assemble of materials such as steel and aluminum, as well as logistics. They are adding on an additional 33,000 square footage to their current building. The addition will allow them to separate the shipping area from the receiving area and add two – four more product lines. The separation of the two lines will enable one direction flow of goods in the plant and greatly reduce the risk of pedestrian accidents with forklifts.

EXHIBIT A

Legal Description

Address: 3721 Hagen Drive SE, Wyoming, MI 49548

Tax Parcel No.: 41-18-19-126-059

Legal Description:

Lot 24. Kent Industrial Center. Also Lot 98 Kent Industrial Center No. 2.

RESOLUTION NO. _____

RESOLUTION TO APPROVE A ONE-TIME FIRST RESPONDER HAZARD PAY
PREMIUM PAYMENT AND MEMORANDA OF UNDERSTANDING WITH COLLECTIVE
BARGAINING UNITS

WHEREAS:

1. SB 690 provides municipalities the opportunity to apply for reimbursement from the State of Michigan for hazard pay premium payments for certain employees at a maximum amount of \$1,000 per eligible employee.
2. SB 690 was presented to the Governor on June 23, 2020 and signed on July 1, 2020.
3. Reimbursement from the State will be administered on a first come, first served basis.
4. City staff recommends the City make a one-time lump sum payment prior to September 30, 2020, in the amount of \$1,000 while providing that the payments made will not apply to any other benefits.
5. Payments will be made to members of the POLC Wyoming Command Division, POLC Wyoming Division, IAFF Wyoming Firefighters Association, the Director of Police and Fire Services, the Deputy Director of Fire Services, and the Assistant Deputy Director of Fire Services.
6. Staff further recommends the City apply to the state for reimbursement.
7. The bargaining units have agreed to the provisions of the attached Memoranda of Understanding.
8. The payment will require a budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The one-time \$1,000 lump sum hazard pay premium payment, as described above is approved.
2. The attached Memoranda of Understanding are approved and the Deputy City Manager is authorized and directed to sign them on the City's behalf.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

ATTACHMENT:
Memoranda of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

First Responder COVID-19 Hazard Pay Premium Payment

The **CITY OF WYOMING** and the **Police Officers Labor Council Wyoming Command Division** agree as follows:

In response to the passage of Public Act **XXX** of 2020, employees in the bargaining unit shall receive a one-time lump sum payment of \$1,000 (subject to applicable payroll taxes) prior to September 30, 2020.

The payment shall not be included in calculations for overtime, Final Average Compensation for the Defined Benefit Plan, Defined Contribution Plan calculations, Post Employment Health Plan calculations, or any other benefit.

CITY OF WYOMING

Date: _____

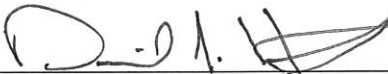
By: _____

Curtis Holt

Its: City Manager

POLICE OFFICERS LABOR COUNCIL
WYOMING COMMAND DIVISION

Date: 6/19/20

By:  _____

Dave Hunt

Its: President

MEMORANDUM OF UNDERSTANDING

First Responder COVID-19 Hazard Pay Premium Payment

The **CITY OF WYOMING** and the **Police Officers Labor Council Wyoming Division** agree as follows:

In response to the passage of Public Act **XXX** of 2020, employees in the bargaining unit shall receive a one-time lump sum payment of \$1,000 (subject to applicable payroll taxes) prior to September 30, 2020.

The payment shall not be included in calculations for overtime, Final Average Compensation for the Defined Benefit Plan, Defined Contribution Plan calculations, Post Employment Health Plan calculations, or any other benefit.

CITY OF WYOMING

Date: _____

By: _____

Curtis Holt

Its: City Manager

POLICE OFFICERS LABOR COUNCIL
WYOMING DIVISION

Date: 6-18-2020

By:  _____

Shad McGinnis

Its: President

MEMORANDUM OF UNDERSTANDING

First Responder COVID-19 Hazard Pay Premium Payment

The **CITY OF WYOMING** and the **Wyoming Fire Fighters Association** agree as follows:

In response to the passage of Public Act **XXX** of 2020, employees in the bargaining unit shall receive a one-time lump sum payment of \$1,000 (subject to applicable payroll taxes) prior to September 30, 2020.

The payment shall not be included in calculations for overtime, Final Average Compensation for the Defined Benefit Plan, Defined Contribution Plan calculations, Post Employment Health Plan calculations, or any other benefit.

CITY OF WYOMING

Date: _____

By: _____

Curtis Holt

Its: City Manager

WYOMING FIRE FIGHTERS ASSOCIATION

Date: 6-18-20

By:  _____

Lacey Keens

Its: President

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT FOR RIVERTOWN PARK

WHEREAS:

1. Redstone Land Development, LLC has asked the City to amend the Development Agreement dated December 1, 2004 for Rivertown Park (the "Project") with regard to the rental prohibition for a portion of the Project.
2. The proposed subdivision, an age restricted 55+ older retirement community, will integrate into the existing subdivision and complement the aging in place approach being developed.
3. The Wyoming Planning Commission has recommended an amendment to the Development Agreement to waive the rental prohibition affecting the R-4 portion of the Project, subject to City Council approval of the amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wyoming City Council does hereby approve the attached First Amendment to the Development Agreement and authorizes the Mayor and City Clerk to sign the First Amendment to the Development Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

June 29, 2020

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to accept a revised Developer's Agreement for Rivertown Park PUD that permits rental units in the R-4 district of the PUD referred to as "The Crossings."

Planning Commission Recommendation: To accept the subject request.

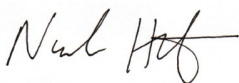
Dear Ms. VandenBerg,

The above referenced request was reviewed by the Planning Commission at their regular meeting on June 16, 2020. A motion was made by Bueche, supported by VanDuren, to recommend to City Council acceptance of a revised Development Agreement permitting rental units in the area referred to as "The Crossings." The motion passed unanimously.

Rivertown Park, when originally approved as a PUD-1 in 2004, had a development agreement included in the approval which restricted rental properties from being offered in the portion of the PUD referred to as "The Crossings." The new owners of this development are proposing a reversal of the rental restriction in The Crossings so that an age restricted 55+ Retirement Community can be developed. The proposed development will enhance the existing neighborhood by offering new housing options that complement Rivertown Park's Aging in Place strategy.

A detailed review of the meeting discussion is available in the attached Planning Commission minutes and supportive materials.

Respectfully submitted,



Nicole Hofert, City Planner
Department of Community Services

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



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Bueche asked the developer who had prepared the survey. Developer responded that it had been done by Exxel. Bueche wondered how anyone could build a site with no irons in the ground as there were none in the ground currently. The developer stated that they would have survey done prior to the wall being built. The survey provided to the city is accurate. Bueche also expressed concern at how old the survey on the property was.

Weller wondered about the site being across the road from Site 36. If the site is developed as a high-tech site then the dust will be a negative for the businesses.

Bueche said he would have to vote against the motion because the site plan is confusing as written.

Micele asked if the lot would be lit up at night for safety, and the developer replied that it would not be because there would be gating and security cameras on site.

DeLange asked about the materials that would be used to make the wall that would be facing other properties. Developer replied that the wall would be a gray block with a textured surface.

DeLange stated that he largely agreed with Weller in that the use would be unsuitable for that site. He takes exception to Findings of Fact A and D. He feels that Clay Avenue is a pretty nice area and this project would not be good for that location as it's not visually the look that he'd like to see there. Finally, he said the planned wall would not be sufficient to block all the sound.

Weller, Hegyi, Bueche and DeLange voted against the motion and Micele, VanDuren and Arnoys voted in favor. The proposal did not pass.

Hofert asked the commissioners who voted against the project to explain the reasons for their vote. Weller said he voted against the project because of the amount of dust and visibility to the neighbors. Hegyi voted against the project because of the dust and visibility along the highway, which he didn't feel is appropriate. Bueche stated that he voted against the project because he felt the site plan was inadequate and he had concerns about the survey that had been done. DeLange voted against the project because he didn't think it was an appropriate site for the project and did not feel the project was the kind of look that the City was looking for.

NEW BUSINESS

AGENDA ITEM NO. 2

Request for a PUD amendment for Rivertown Park "The Crossings" and for Conceptual Site Plan Approval at 3520 Scenic River Dr. SW (Section 29) (Redstone Land Dev. LLC)

Hofert presented on the property located at 3520 Scenic River Dr. SW. The site is currently zoned PUD-1 and is vacant. Hofert noted that the PUD contains multiple zone districts. This project falls in the R-4 area.

Hofert presented on the history of the item. When originally approved as a PUD-1 in 2004, a development agreement was included in the approval which restricted rental properties from being offered in the portion of the PUD referred to as “The Crossings.” The new owners of this development are proposing a reversal of the rental restriction in The Crossings so that an age restricted 55+ Retirement Community can be developed. This new development is projected to add 160 units to the rental market and significantly contribute to providing affordable housing for Wyoming’s 55+ and older residents. Additionally, the inclusion of the 55+ development and its rental units complements the aging in place approach of this development and the assisted living and independent living options (townhomes and single-family homes) available in the PUD.

The developer has included a conceptual site plan as part of the application. The Crossings is proposed to include four two story buildings. Each building will be designed around shared open space. The developer has provided the following description of The Crossings:

“There are 40 units in each of the four buildings. Each building has a unit mix of 1- and 2-bedroom apartment homes with the vast majority being 1-bedroom apartments with three different floor plan sizes. Each building will have enclosed garages and note that each wing of a building is joined by a community 1,200 square foot common space. Each of the four common spaces could host a different type of activity or service that each of the community seniors could utilize. The open space could be used for, a library, game and crafts room, community dining/kitchen area, television/movie space, multi-purpose room and physical fitness area. The activities and services that these spaces can provide are endless. Community court yards are in the middle of each building. Each of the four outdoor areas could provide a different theme such as gardens, small water fountain, social gardening, fire pit, sitting areas, shuffleboard court, horseshoes, picnic area, pet park and any number of other outdoor activities.”

Hofert stated that unlike other zoning procedures such as special use approval or site plan review, revisions to previously approved planned unit developments do not have a separate set of specific standards listed in the ordinance. However, the following should be considered when major amendments to PUDs are proposed:

a. *Consistency with the original objectives and goals of the approved PUD;*

The Rivertown Park PUD was first approved in 2004 (as Vineyards Place) and was intended to offer higher density multi-family in part of the PUD and be complemented by lower density, single family residential in the rest of the of the PUD. To date, all the single family has been developed. The remaining portions of the PUD fall in the higher density defined areas. The reversal of the rental ban would not permit for any more units than what was approved in the original PUD overall, however the area defined as R-4 (The Ravines and The Crossings) will

see an increase of 26 units. This is offset by the reduction in units being offered in the R-7 districts (The Highlands and The Vue). The proposed 55+ older rental independent living units, is consistent with the overall PUD approach.

b. Compatibility with the adjacent uses in the approved PUD;

The proposed 55+ older community will be developed adjacent to an assisted living complex and other independent living options. The inclusion of 160 rental units will complement the area by providing a diversity of housing options for Wyoming's residents.

Hofert presented the details of the site map and shared the model exteriors of the buildings that were planned for, explaining that they fit into the neighborhood well.

Hofert shared the project's conformance with ordinance standards and findings of fact.

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

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

The site plan contains an appropriate amount of detail to sufficiently understand the proposed conceptual development.

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

The plan meets the minimum requirements. This proposed new development consists of vacant land and will be new construction

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

The plan meets minimum requirements. Landscaping and privacy features will be incorporated into the site and are subject to final site plan approval.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

The site is currently vacant and will include utilization of green space consistent with the Rivertown Park development.

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

Conceptually the plans have been approved by engineering. Final site plan approval is required.

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

Conceptually the plans have been approved by engineering. Final site plan approval is required.

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

Adequate ingress and egress are provided. The site is served by multiple private access points.

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

Adequate emergency vehicle access is provided.

- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*

No new public streets are proposed.

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

The development will offer sidewalks and paths which connect to the other districts found in the PUD.

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

No adverse impact on existing roads or traffic patterns is anticipated.

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

The proposed development can be served by the existing services and utilities.

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

The site is currently vacant.

Hofert shared that the proposed project supports social equity and diversity that contributes to a vibrant community. Overall, the proposed development conforms with the City of Wyoming Sustainability Principles.

Hofert shared that The Development Review Team recommended that the Planning Commission recommend to City Council approval of a revised Development Agreement which permits the proposed rental units in the area of Rivertown Park PUD referred to as “The Crossings.” Additionally, the Development Review Team recommends that the Planning Commission grant conceptual PUD site plan approval for The Crossings subject to condition 1:

1. This approval is for conceptual approval only. The developer must come back to Planning Commission for Final Site Plan Approval prior to any development of the site. All renderings proposed should be substantially consistent with final plans provided for review.

Chair DeLange asked for comments from the Developer.

Developer David Stebbins, 3330 Grand Ridge Dr. NE Grand Rapids, MI, introduced himself. He is the Land Development Vice President for Redstone Homes. Stebbins shared that Mary Rabidou, Monty Baker and Gary Hensch were also present on behalf of Redstone. Hensch shared that Redstone had constructed Rivertown Ridge, which was a 150 unit project, which serves as an assisted living facility. Hensch explained that Redstone desires to diversify their offerings and include more affordable housing options for the 55+ older community. He thinks that this proposal would lend itself to the concept of aging in place. The concept was developed with AG Architecture.

A motion was entered by Bueche and supported by VanDuren to approve the proposed PUD amendment and recommend to Council acceptance of a revised Development Agreement permitting rental units in the area referred to as “The Crossings.”

Chair DeLange asked for discussion and questions from the group.

Weller stated that he would like to see an 8-inch band and overhang around the building to enhance the appearance. He shared that this would likely not add a lot to the total cost of the project.

Micele asked if there were going to be stairs or elevators in the buildings. The developer replied that there would be elevators in all buildings. Micele asked what the price point per unit would be and the developer stated that the range would be between \$1,300 and \$1,450 per month.

Hegy asked to clarify if this project would add more dwelling units in a way that would increase overall density. Hofert replied that there would be fewer units across the R-4 and R-7 districts and that this proposal decreases the overall total number of units in the PUD by 33 units.

There were no further comments and the proposal passed unanimously.

A separate motion was entered by Van Duren and supported by Bueche to grant conceptual Site Plan Approval subject to Condition 1.

Hegy asked Hofert how much the site plan could be changed following approval. Hofert replied that the final plan should be substantially the same. Micele asked if landscaping would be the same as what's shown in the plan, and Hofert replied that landscaping has to meet the requirements of the PUD and that this would be put before the Commission at time of site plan approval.

DeLange stated that he agreed that the buildings would benefit from an added overhang. He asked if there had been an elevation approval in the 2004 approval, and Hofert replied that the approval in 2004 included approved building types.

Arnoys asked if it was possible that the petitioner could come back with an enhanced look to the building when it comes back for final plan approval. Hofert answered that any requests for the developer to enhance the product should be included in the approval along with specifics.

Chair DeLange asked if proposed enhancements would have to be added into the minutes as an amendment or as a further motion by commissioners.

Weller held up a visual example of what he'd like to see in terms of an overhang on the buildings and made a motion to amend the proposal.

Hofert asked the developer to address the commissioners' desires for enhancements to the property's buildings.

Developer replied that they would be happy to add in overhangs.

Hofert recommend that the proposed enhancements just get captured in the meeting minutes. She shared that the Commissioners would look for the enhancements in the final site plan approval.

The motion passed unanimously.

AGENDA ITEM #3

Request for a PUD amendment for Rivertown Park “The Highlands” and “The Vue” and for Site Plan Approval at 3520 Scenic River Dr. SW (Section 29) (Redstone Land Dev. LLC)

Hofert outlined the property’s location as 3520 Scenic River Dr. SW. The site is zoned PUD-1.

Hofert shared the history of the proposal and site plan that had been submitted. There has been one building completed on the site already, but the rest remains vacant.

Hofert shared that when the site was originally approved as a PUD-1 in 2004, the developer included building types, elevations, and finishes as part of the PUD. Since that time, the areas now referred to as “The Highlands” and “The Vue” have remained mostly vacant, with only a few buildings from the original proposal built. The proposed amendment is to allow for a different building type and a different street layout.

As part of the updated PUD revision, the developer is proposing a revised street and development layout to what was approved in 2004, which includes new townhome style buildings. Specifically, in The Highlands area, Townhome style “H” will be used instead of the formerly approved “C” building type.

Additionally, Polar River St, a private road is now proposed to connect to both The Ravines and The Crossings.

Hofert outlined some general comments for the Planning Commission about the project. Unlike other zoning procedures such as special use approval or site plan review, revisions to previously approved planned unit developments, do not have a separate set of specific standards listed in the ordinance. However, the following should be considered when major amendments to PUDs are proposed:

- a. *Consistency with the original objectives and goals of the approved PUD;*
The Rivertown Park PUD was first approved in 2004 (as Vineyards Place) and was intended to offer higher density multi-family in part of the PUD and be complemented by lower density, single family residential in the rest of the of the PUD. To date, all the single family has been developed. The remaining portions of the PUD fall in the higher density defined areas. The revised site plan layouts and

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (the "**Amendment**") is made as of this ____ day of ____, 2020, between the **CITY OF WYOMING** ("**City**"), a Michigan municipal corporation, with offices at 1155 – 28th Street, SW, Wyoming, Michigan 49509, and **REDSTONE LAND DEVELOPMENT, LLC** ("**Redstone**"), a Michigan limited liability company, with offices at 3330 Grand Ridge Drive, NE, Grand Rapids, Michigan 49525, with reference to the following:

Background

A. Redstone is the successor developer to Vineyards Development, LLC ("**Vineyards**"), for the project known as Rivertown Park (the "**Project**").

B. Redstone is therefore successor to Vineyards under the Development Agreement dated December 1, 2004, between Vineyards and City (the "**Agreement**") relating to the Project, a copy of which is attached to this Amendment as **Exhibit A**.

C. Redstone has asked the City to waive the rental prohibition contained in the Agreement as to the R-4 area described in the Agreement (to be known as "**The Crossings**"), and the City has agreed to do so on the terms set forth in this Amendment.

Agreement

1. Section 2 of the Agreement is deleted in its entirety and replaced with the following:

"Redstone will limit the number of dwelling units to be constructed on the R-4 portion of the Property to 210 units, 50 of which currently exist and 160 of which may be constructed. Redstone will limit the number of dwelling units to be constructed on the R-7 portion of the Property to 91 units, 8 of which currently exist and 83 of which may be constructed. (This reflects a net reduction of 21 units in the R-4 and R-7 areas, from the maximum numbers permitted in the Agreement as originally written. The Agreement permitted 322 units in the R-4 and R-7 areas; with this change, 301 are permitted in those areas.)"

2. The first two sentences of Section 3 of the Agreement are deleted in their entirety and replaced with the following:

"The dwelling units on the portion of the Property zoned R-7 shall be developed as condominium units and shall be owner-occupied. Rental of the dwelling units on the portion of the Property zoned R-7 shall be prohibited. Redstone may construct 160 dwelling units on the portion of the Property zoned R-4, and those 160 units may be used as rental units, but only if the rental units are age-restricted to persons age 55 or older. Rental of the 50 units currently in existence on the R-4 area shall be prohibited."

3. The legal descriptions of the portions of the Property zoned R-4 and R-7 are attached to this Amendment as **Exhibit B**. A map showing the location of the portions of the Property zoned R-4 (also designated "The Crossings") and R-7 is attached to this Amendment as **Exhibit C**.

4. As modified by this Amendment, the Agreement is ratified and affirmed.

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date set forth above.

CITY OF WYOMING

By: _____

Its: Mayor

By: _____

Its: Clerk

REDSTONE LAND DEVELOPMENT, LLC

By: _____

Its: Manager

**EXHIBIT A to
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

Development Agreement

DEVELOPMENT AGREEMENT

This Agreement is made as of the 1st day of December, 2004, by and between the CITY OF WYOMING ("City"), a Michigan municipal corporation, 155 28th Street SW, Wyoming, MI 49509, and VINEYARDS DEVELOPMENT, LLC ("Vineyards"), a Michigan limited liability company, 1750 S. Telegraph Road, Suite 301A, Bloomfield Hills, MI 48302.

In anticipation of the potential future development of the property described on the attached *Exhibit A* ("the Property"), the City and Vineyards hereby agree as follows:

1. This Agreement shall only become effective if the City rezones the Property to R-4 Residential District and R-7 Special Multiple-Family Residential District as set forth on *Exhibit A* on or before January 1, 2005. The City is not obligated hereby to rezone the Property.

2. Pursuant to its voluntary offer, Vineyards will limit the number of dwelling units to be constructed on the R-4 portion of the Property to 184 dwelling units and on the R-7 portion of the Property to 138 dwelling units. * 322

3. The dwelling units on the Property shall be developed as condominium units and shall be owner occupied. Rental of the dwelling units shall be prohibited. The Master Deed(s) for such development shall be reviewed and approved by the City Attorney prior to recording. Approval shall not be unreasonably withheld.

4. Vineyards shall obtain the right for access westerly from the Property to the WilsonTown development and RiverTown Crossings Mall. Such access documentation shall be reviewed and approved by the City Attorney prior to issuance of any building permits for construction on the Property. Approval shall not be unreasonably withheld. Such access shall be gated card access only.

5. Pursuant to its voluntary offer, Vineyards agrees to construct, at its expense, the following off-site improvements: (1) a bypass lane (creating 100' of vehicle storage) on the east side of Ivanrest Avenue at the intersection of the street which will provide access easterly from the Property to Ivanrest Avenue, (2) deceleration and acceleration tapers on the west side of Ivanrest Avenue at the aforescribed intersection, (3) extension of the right turn lane of westbound 52nd at Ivanrest Avenue to 250', and (4) extension of the left turn lane of southbound Ivanrest at 52nd Street to 200'. In lieu of Vineyards constructing these off-site improvements, the City has requested that Vineyards contribute \$19,600 to be used by the City to make improvements to Ivanrest Avenue and the Ivanrest Avenue/52nd Street intersection at such time as the City, in its discretion, deems it appropriate. Vineyards agrees to make such contribution prior to the issuance of any building permits for construction on the Property.

6. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties to this Agreement.

7. No rights or privileges of either party to this Agreement shall inure to the benefit of any other person or entity and no other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

8. This Agreement shall be governed by the laws of the State of Michigan.

Date: 12/9, 2004

CITY OF WYOMING
Douglas Hoekstra, Jr.
Douglas Hoekstra, Jr., Mayor
Heidi Isakson
Heidi Isakson, Clerk

Date: 12/08, 2004

VINEYARDS DEVELOPMENT, LLC
By: [Signature]
Its: So.

FORM APPROVED
WILLING COUNTY
[Signature]

EXHIBIT B to
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

Description of parcel zoned "R-4"

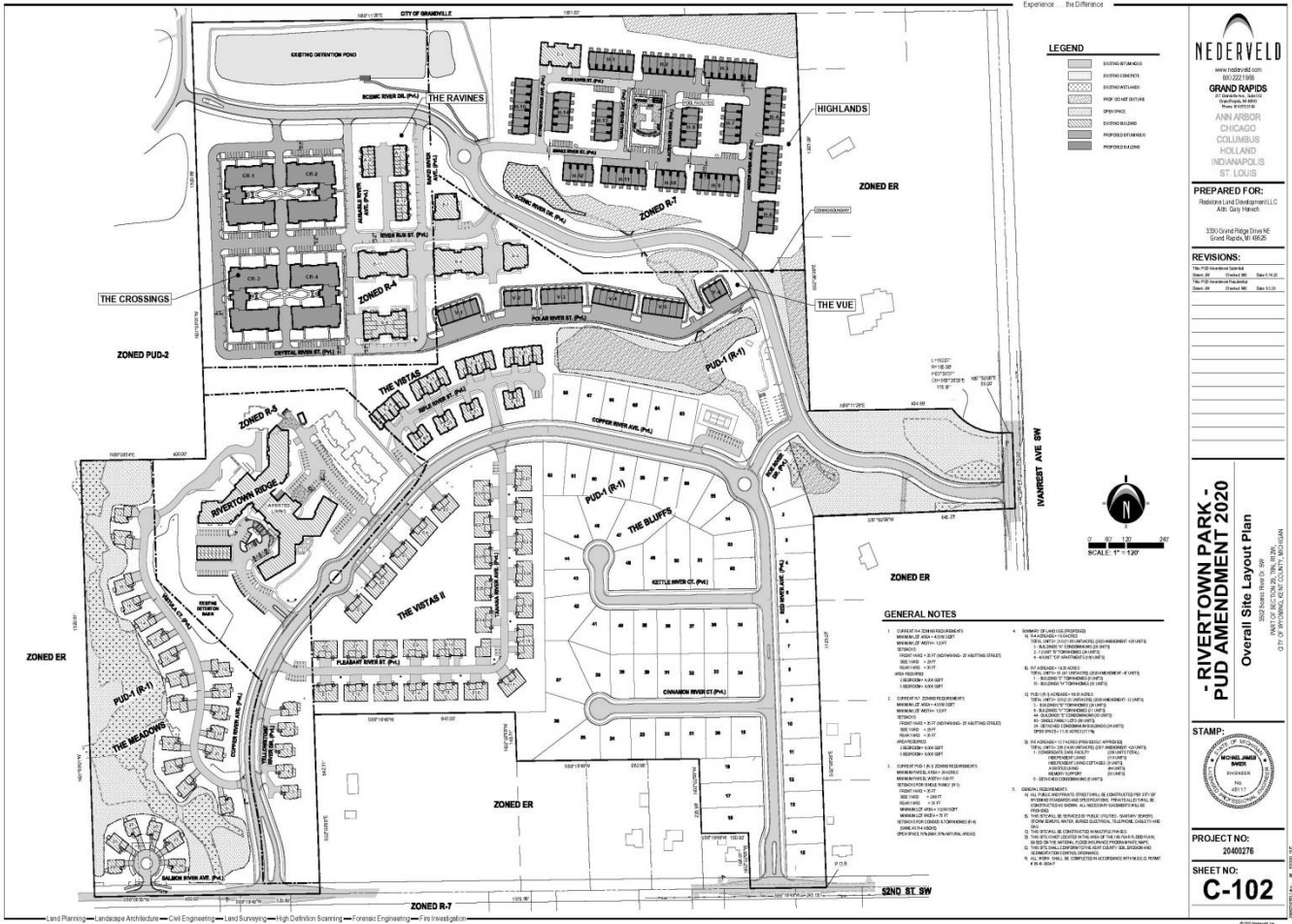
Part of the Southeast 1/4 of Section 29, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence N00°36'44"E 1595.75 feet along the North-South 1/4 line of said Section to the Point of Beginning; thence N00°36'44"E 1045.64 feet thence S88°15'47"E 750.00 feet along the East-West 1/4 line of said Section; thence S00°36'44"W 1045.64 feet; thence N88°15'47"W 750.00 feet to the Point of Beginning. Contains 18.00 acres.

Description of parcel zoned "R-7"

Part of the Southeast 1/4 of Section 29, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence N00°36'44"E 2641.39 feet along the North-South 1/4 line of said Section; thence S88°15'47"E 750.00 feet along the East-West 1/4 line of said Section to the Point of Beginning; thence S88°15'47"E 1181.63 feet; thence S00°26'19"W 776.83 feet; thence N88°15'47"W 706.00 feet thence N55°04'29"W 578.58 feet; thence N00°36'44"E 460.00 feet to the Point of Beginning. Contains 19.35 acres.

**EXHIBIT C to
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

Map Showing R-4 and R-7 Areas



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 2020-2021

WHEREAS:

The City wishes to promote and ensure that fair housing is available throughout the City.

1. The Fair Housing Center of West Michigan wishes to provide technical assistance to the City in responding to complaints and provide educational initiatives regarding housing discrimination in the City.
2. 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.
3. The Fair Housing Center, in partnership with The Diatribe, will conduct a community outreach program to educate the general public, including but not limited to children, concerning fair housing.
4. The Wyoming City Council has approved the 2020-2021 budget, which includes this service.
5. Funds shall be available in Account No. 256-400-69221-956.035.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Fair Housing Agreement

Resolution No. _____

STAFF REPORT

Date: June 18, 2020

Subject: Fair Housing Center – CDBG Funding 2020-2021

From: Rebecca Rynbrandt, Director of Community Services

Cc: Nancy Haynes, Fair Housing Center of West Michigan

Meeting Date: July 6, 2020

RECOMMENDATION:

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2020-21 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.

COMMUNITY, SAFETY, STEWARDSHIP:

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

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2020 through June 30, 2021 on Monday, April 6, 2020. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

This year's agreement includes complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists. Additionally, the Fair Housing Center, in partnership with The Diatribe, will offer an in-school educational program for a high school classroom in a low/moderate income area in the City of

Wyoming entitled “Writing to Right Wrongs”. The curricula for this program will be interactive and will be social-justice and fair-housing themed for the purpose of enriching students and their families’ understanding of civil rights, while cultivating their creative writing and public speaking skills.

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

BUDGET IMPACT:

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 2020-2021 CDBG budget. The contract is in the amount (not to exceed) \$11,250.00. Sufficient funds are available in the activity account #256-400-69221-956.035.

**FAIR HOUSING ACTIVITIES AGREEMENT
FOR THE CITY OF WYOMING, MICHIGAN FOR 2020-2021**

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, 2020 and are to be completed no later than June 30, 2021. 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, 2021, 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 \$7,500.00 for complaint assistance/investigation/determination services.

B. Outreach and Education. The Subrecipient will conduct a community outreach program to educate the general public, including but not limited to children, concerning fair housing. These services cannot exceed \$3,750.00.

a. The Subrecipient, in partnership with The Diatribe, will offer an in-school educational program for a high school classroom in a low/moderate income area in the City of Wyoming entitled "Writing to Right Wrongs". The curricula for this program will be interactive and will be social-justice and fair-housing themed for the purpose of enriching students and their families' understanding of civil rights, while cultivating their creative writing and public speaking skills. The curricula will include the following:

1. Fair Housing and Civil Rights training sessions
2. Community exploration of local neighborhood dynamics
3. Interactive presentations and live slam poetry performances to measure comprehension and growth.
4. Interactive partnership with students and their families

b. All Wyoming outreach and educational activities accomplished shall be documented in the mid and final reports.

c. 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 (\$11,250.00) for actual and reasonable expenses

earned through June 30, 2021, with the final quarter payment request due by July 15, 2021. 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 Five Hundred dollars (\$7,500.00) for complaint assistance/investigation services as described herein.
 - B. Up to Three Thousand, Seven Hundred Fifty (\$3,750.00) for speaker fees and training materials, education and outreach, as described herein.
5. Reports. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of the Subrecipient's activities in connection with this Agreement upon completion of the services. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
6. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 15, 2021:
- A. An annual performance report, period ending June 30, 2021, 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 – B20MC260020

City Federal Award Date – July 1, 2020

Subaward Period of Performance Start & End Date – July 1, 2020-June 30, 2021

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$11,250.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$11,250.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$11,250.00

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 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 numbers of people and families experiencing 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 to reduce the number of people and families experiencing 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 and moderate income families moving out of homelessness and into stabilized housing with short-term rental assistance, and Re-Housing Stabilization Services for low and moderate income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.
4. In its 2020-2021 budget, the City of Wyoming has approved funding Family Promise of Grand Rapids in the amount of \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Fair Housing Agreement

Resolution No. _____

STAFF REPORT

Date: June 18, 2020

Subject: Family Promise of Grand Rapids 2020-2021 Contract

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: July 6, 2020

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.

COMMUNITY, SAFETY, STEWARDSHIP:

Family Promise of Grand Rapids supports the administration of various activities intended to alleviate and reduce the prevalence 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 and moderate income families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low and moderate income families to receive support services to help maintain permanent housing and build assets to support self-sufficiency.

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 2020-2021, which identifies these needs as a high priority, and approved in the 2020-2021 budget \$30,000 for Re-Housing Financial Assistance and \$20,000 for Re-Housing Stabilization Services to support Family Promise of Grand Rapids.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between Family Promise of Grand Rapids for these purposes, and the City Council has approved funding in the 2020-2021 CDBG budget.

The budget accounts are:

256-400-69221-956.311 Other Services Family Promise Rehousing
256-400-69221-956.312 Other Services Family Promise Stabilization

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING
AND
FAMILY PROMISE OF GRAND RAPIDS
JULY 1, 2020 THROUGH JUNE 30, 2021**

THIS CONTRACT, entered into this ____ day of _____, 2020, effective from July 1, 2020 through June 30, 2021 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 and moderate income Wyoming families moving out of homelessness and into stabilized housing, and Re-Housing Stabilization Services for low and moderate 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 and moderate 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 and moderate 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 and moderate income Wyoming families moving out of homelessness and into stabilized housing with short-term rental assistance. A maximum of FIVE THOUSAND AND NO/DOLLARS (\$5,000.00) per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00).
- b. Re-Housing Stabilization Services: The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately nineteen (19) low and moderate income Wyoming families with support services to help maintain permanent housing and build assets to support self-sufficiency. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00) per household may be provided for these services for up to nine months, with the total amount expended not to exceed TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00).
- c. The Subrecipient shall determine eligible households to be low income at or below 50% of the Area Median Income or moderate income between 50% - 805% of Area Median Income and be homeless or at-risk of homelessness. The Subrecipient must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- d. The Subrecipient will invoice separately and collect from the City a maximum total of THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and a maximum total of TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services.
- e. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2020, 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, 2021, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of THIRTY THOUSAND

AND NO/DOLLARS (\$30,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Financial Assistance, and TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) to be used to reimburse the Subrecipient the cost of providing Re-Housing Stabilization Services, in accordance with the following schedule:

- 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Final reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming by July 15, 2021.
 - 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, 2021, which shall be limited to 15 days (July 15, 2021).
 - 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2021 by July 15, 2021 shall result in loss of funding for said expenses.
- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of THIRTY THOUSAND AND NO/DOLLARS (\$30,000.00) for Re-Housing Financial Assistance and TWENTY THOUSAND AND NO/DOLLARS (\$20,000.00) for Re-Housing Stabilization Services.

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Subrecipient under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to the Subrecipient when the internal fiscal controls and records are

changed without the City's approval, or when, in the opinion of the City, there is a reasonable likelihood that funds may be misused, misappropriated or spent for an ineligible purpose as defined within this Contract.

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

8. Donations and Fees.

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

9. Contract Modifications.

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

10. The Subrecipient's Failure of Performance.

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

c. Termination by the City. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to the Subrecipient, may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided for in this Contract.

1) In the event this Contract is terminated:

- a) All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City; and
- b) The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection 2) b) below.

2) It is agreed that nothing contained herein shall:

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

3) Nothing contained herein shall prohibit the City and the Subrecipient from mutually agreeing to terminate this Contract.

11. Reports and Information.

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

- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household; attestation of property rental certification compliance. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 15, 2021.
- 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 – B20MC260020

City Federal Award Date – July 1, 2020

Subaward Period of Performance Start & End Date – July 1, 2020 - June 30, 2021

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing Stabilization Services.

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$30,000.00 for Re-Housing Financial Assistance; \$20,000.00 for Re-Housing

Stabilization Services.

Federal Award Project Description –

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

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

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

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

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

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

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

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

12. Eligible Costs of the Subrecipient.

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

13. Records and Documentation.

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

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

14. Audits and Inspections.

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

15. Certifications.

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

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

RESOLUTION NO. _____

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

WHEREAS:

1. The 2020-2021 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 # 256-400-69221-956.085.

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 \$79,643.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: June 18, 2020

Subject: Home Repair Services Contract – CDBG Funding 2020-2021

From: Rebecca Rynbrandt, Director of Community Services

Cc: Joel Ruiter, Home Repair Services

Meeting Date: July 6, 2020

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2020-21 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.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2020 through June 30, 2021 on Monday, April 6, 2020. 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) \$79,643. Sufficient funds are available in the activity account #256-400-69221-956.085.

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2020 THROUGH MAY 31, 2021**

THIS CONTRACT is entered into this _____ day of _____, 2020, effective from July 1, 2020 through May 31, 2021 and by and between the **City of Wyoming**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan at 1155 28th St. SW, Wyoming, MI 49509, 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 at 1100 Division Ave. S., Grand Rapids, MI 49507, 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 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 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 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, handrails, 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. Wheelchair 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 25, 2021:
 - 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 – B20MC260020

City Federal Award Date – July 1, 2020

Subaward Period of Performance Start & End Date – July 1, 2020-May 31, 2021

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – **\$79,643.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$79,643.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$79,643.00**

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. Only \$25,000 of the \$79,643.00 is available beginning July 1, 2020. The remaining amount will not be available until the City obtains federal "environmental clearance" for use of those funds as provided in this Contract.
7. 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, 2020, 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, 2021, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 14 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Subrecipient's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Subrecipient an amount up to **Seventy-Nine Thousand Six Hundred Forty-Three and 00/100 (\$79,643.00)** from the City's Community Development Block Grant funds for the Minor Home Repair and Access Modification Programs.
2. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Subrecipient pursuant to this Contract, exceed the maximum sum of **Seventy-Nine Thousand Six Hundred Forty Three and 00/100 (\$79,643.00)** from the City's Community Development Block Grant funds.
3. The Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as

mutually agreeable between the City and the Subrecipient, with the final monthly invoice due by June 25, 2021.

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). This also includes complying with all applicable federal, state and local laws, rules, regulations, ordinances, orders of any public official or agency of competent jurisdiction, regarding precautions to be taken to prevent or reduce the transmission of infectious diseases such as, for example and not for limitation, the novel coronavirus, COVID-19.

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:

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 numbers of people and families experiencing 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 to reduce the number of people and families experiencing homelessness and to address the need for affordable housing.
3. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide low and moderate 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 2020-2021 budget, the City of Wyoming has approved funding The Salvation Army Social Services of Kent County in an amount not to exceed \$18,000.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: June 18, 2020

Subject: The Salvation Army Social Services of Kent County 2020-2021 Contract

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: July 6, 2020

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.

COMMUNITY, SAFETY, STEWARDSHIP:

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 and moderate income families living in the City of Wyoming to allow households to remain in their rental unit and maintain housing stability.

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 2020-2021, which identifies these needs as a high priority, and approved \$18,000 in the 2020-2021 budget to support The Salvation Army Social Services of Kent County.

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 and moderate income Wyoming families pending eviction, or a reasonable risk of being evicted, with short-

term rental assistance. These funds assist families who are at risk of becoming homeless.

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 2020-2021 CDBG budget, not to exceed \$18,000, for this purpose.

The budget account number is: 256-400-69221-956.308.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN THE CITY OF WYOMING
AND
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY
JULY 1, 2020 THROUGH JUNE 30, 2021**

THIS CONTRACT, entered into this ____ day of _____, 2020, effective from July 1, 2020 through June 30, 2021 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 and moderate income persons or 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 and moderate income persons or families residing in the City of Wyoming at risk of housing loss through a pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an 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 and moderate income Wyoming persons or families pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an 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) consecutive months, with the total amount expended not to exceed **EIGHTEEN THOUSAND AND NO/DOLLARS (\$18,000.00)**.

- b. The Subrecipient shall determine eligible households to be low income at or below 50% of the Area Median Income (AMI) or moderate income between 50% and 80% of AMI 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 **EIGHTEEN THOUSAND AND NO/DOLLARS (\$18,000.00)** 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 and moderate income Wyoming persons or families pending eviction, or whose inability to make their rental payment is reasonably expected to lead to an 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, 2020, 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, 2021, 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 **EIGHTEEN THOUSAND AND NO/DOLLARS (\$18,000.00) 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 15, 2021.
 - 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, 2021, which shall be limited to 15 days (July 15, 2021).

- 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2021 by July 15, 2021 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 **EIGHTEEN THOUSAND AND NO/DOLLARS (\$18,000.00)**.

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 15, 2021.

- 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 – B20MC260020

City Federal Award Date – July 1, 2020

Subaward Period of Performance Start & End Date – July 1, 2020-June 30, 2021

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – **\$18,000.00**

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - **\$18,000.00**

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – **\$18,000.00**

Federal Award Project Description – Subsistence Payments, administered by The Salvation Army Social Services: Wyoming low and moderate 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.

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 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 2020-2021 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 July 6, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: June 18, 2020

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: July 6, 2020

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.

COMMUNITY, SAFETY, STEWARDSHIP:

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.

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.

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 2020-2021 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 2020-2021 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, 2020 THROUGH JUNE 30, 2021**

THIS CONTRACT, entered into this _____ day of _____, 2020, effective from July 1, 2020 through June 30, 2021 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, 2020, 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, 2021, 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 quarterly installments, with the final invoice due by July 15, 2021. 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 15, 2021.
- 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, 2020

Subaward Period of Performance Start & End Date – July 1, 2020-June 30, 2021

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.

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 APPROVE A DEMOLITION GRANT THROUGH CDBG FUNDING
FOR 1903 34TH STREET SW

WHEREAS:

1. An inground pool located at 1903 34th St. SW has been found to be in violation of City code and needs to be removed.
2. The City of Wyoming Rehabilitation Manual, approved by City Council Resolution #26073, establishes the policies regulating the operation of the Community Development Block Grant (CDBG) Homeowner Rehabilitation and Demolition loan and grant programs. Council has delegated to staff the authority to accept and execute grants to homeowners, and to accept demolition project bids up to \$8,500. Council approval is necessary when the amount exceeds \$8,500.
3. A bid was received from Pitsch Companies in the amount of \$15,700 to perform the necessary pool demolition. The property owner has been qualified to receive a grant to pay for the pool demolition based upon their low-income status.
4. Funds are available in the 2020-2021 CDBG budget, demolition line item account number 256-400-69221-956.029, to pay for the work.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize staff to finalize the processing of a grant to a low-income applicant and accept the bid from Pitsch Companies, to perform the necessary pool demotion at 1903 34th St SW, in the amount of \$15,700.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Demolition Bid

Resolution No. _____

STAFF REPORT

Date: June 30, 2020

Subject: Pool Demolition Bid Award

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended the City Council authorize staff to finalize the processing of a grant to a low-income applicant and accept the bid from Pitsch Companies, to perform the necessary pool demolition at 1903 34th St SW, in the amount of \$15,700.

COMMUNITY, SAFETY, STEWARDSHIP:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2020 through June 30, 2021 on Monday, April 6, 2020. Included within the plan is a project to provide support for low-income City of Wyoming residents with the demolition of blighted structures on their property at no cost to them in the form of grants.

DISCUSSION:

As is required by the City of Wyoming Rehabilitation Manual, which establishes the policies regulating the operation of the Community Development Home Owner Rehabilitation and Demolition Programs and delegates staff authority to accept and execute proposals, as approved by Council Resolution #26073 in 2018, it is necessary for the City Council to approve demolition grants using Community Development Block Grant (CDBG) funds when the amount is in excess of \$8,500.

The pool in question, located at 1903 34th Ave., was found to be in disrepair and non-compliant with City code and ordered to be removed by the Community Services Department's Inspections office.



The owner of the property does not have the financial means to appropriately demolish, remove, and restore the property to safe condition. The owner has subsequently been qualified for CDBG grant assistance due to low-income status.

Should the city have to perform the pool removal, if not for the provision of this grant assistance, the resident will be charged for 1.5 times the cost of the demolition, which will turn into a lien on the property that she will not be able to repay. The use of this grant to remove the pool will improve the condition of the property and its value. Additionally, property values throughout the immediate neighborhood will be maintained through the proximity effect.

BUDGET IMPACT:

The bid for the project is in the amount of \$15,700.00. Funds are available with the 2020-2021 CDBG budget, account number 256-400-69221-956.029.

ATTACHMENTS:

Resolution
Demolition Bid

DEMOLITION BID AND PROPOSAL
BUILDING INSPECTIONS
WYOMING, MICHIGAN

CD-15(d)
(2-06)

Contractor:

PITSCH COMPANIES
675 RICHMOND NW
GRAND RAPIDS, MI 49504

Job Site: City of Wyoming
1903 34th St SW
Wyoming, MI 49519

Phone: 530-7290

BIDDING INFORMATION:

* Bid Deadline: Tuesday *
* * * * *
* Date: 1/28/2020 *
* * * * *
* Time: 11:00 AM *



Submit Bids To:

City Clerk's Office
City of Wyoming
1155-28th Street SW
P.O. Box 905
Wyoming, MI 49509-0905

Complete and Submit the following:

Include in lower left hand corner of sealed envelope:

1. Bid and Proposal (CD-15(d))
2. Work Write-Up (CD-11(d))
3. Drawings, if any

1. The words "Demolition Work"
2. Job Site Address
3. Bid Deadline Date

BID AND PROPOSAL:

The undersigned proposes to perform the subject work in strict accordance with the agreement documents within the time limits stated and at the prices stated below.

The undersigned has studied and thoroughly understands this bid and proposal (CD-15(d)), the specifications contained in the attached Demolition Work Write-Up (CD-11(d)) and the attached drawings, if any.

The undersigned has inspected the proposed work at the subject site and states that, to the best of his/her knowledge, the documents are complete and complimentary for the completion of the proposed work.

The undersigned proposes to provide all labor, supervision, equipment, materials, and incidental expenses required to accomplish all of the work described in the attached Demolition Work Write-Up (CD-11(d)), and attached drawings, if any, for the sum of:

\$ 15,700 (FIFTEEN THOUSAND SEVEN HUNDRED Dollars) and further states that the undersigned shall complete all work within 40 calendar days of issuance of a purchase order. Liquidated damages in the amount of \$50.00 per day will be assessed against the final payment in the event the project is not completed within the aforementioned 40 day period.

PITSCH COMPANIES
(Company Name)

[Signature]
(Signature)

1/24/20
(Date)

Name: City of Wyoming

Address: 1903 34th St. SW

Phone:(616)530-7290

Date: 1/13/2020

Devin Waclawski

DEMOLITION AND/OR REMOVAL SPECIFICATIONS

1. Prior to starting any work, the Contractor shall provide copies of a proper valid State license and adequate liability insurance for the subject work.
2. Prior to starting any work, the Contractor shall contact the following:
 - a. MISS DIG: 1-800-482-7171
 - b. Wyoming Engineering Department, for location of water and sewer lines and proper City street barricade procedures: 530-7254
3. Prior to starting any work, the Contractor shall obtain a demolition permit through the City Inspections Office.
4. The Contractor shall have salvage rights on all materials on the site.
5. The Contractor shall furnish all labor, equipment, materials, insurance and permits required to demolish and/or remove the items as specified on the attached site plan from the subject address above.
6. All work shall be performed in compliance with all City Codes and the "City of Wyoming - Standard Construction Specification Manual".
7. The Contractor shall backfill and properly compact any excavated areas with suitable materials to surrounding grade.
8. The demolition shall be completed within 40 days of issuance of a purchase order for said project. Liquidated damages in the amount of \$50.00 per day will be assessed against the final payment in the event the project is not completed within the aforementioned 40 day period.
9. The successful bidder shall promptly replace or restore, as the City may determine, any settled soil and damaged improvements which may appear during the one year period subsequent to the date of acceptance. The date of acceptance shall coincide with the date of final payment.

Owner:

Date:

Contractor:



Date: 1/24/20

City Agent:

Date:

Name: City of Wyoming

Address: 1903 34th St. SW

Phone:(616)530-7290

Date: 1/13/2020

Devin Waclawski

UTILITY DISCONNECTIONS

The following utility services must be disconnected and removed in connection with this demolition project: (See the proper steps to be taken below.)

Demolition Contractor:

<input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> City Water
<input type="checkbox"/> Gas	<input type="checkbox"/> City Sewer
<input type="checkbox"/> Telephone	<input type="checkbox"/> Storm Sewer
<input type="checkbox"/> Cable Television	

1. The property owner shall be responsible for the disconnection and removal of any above indicated services by coordinating with the following:

- Consumers Energy (Electric): 1-800-477-5050
- AT&T (Phone): 1-800-515-7272
- DTE Energy (Gas): 1-800-477-4747
- COMCAST (TV Cable): 1-888-266-2278
- Wyoming Water Department: 530-7389

2. The demolition contractor shall be responsible for the locating, cutting and capping of any above indicated water, sewer and storm hook-ups at the front property line by coordinating with the following:

- Miss Dig: 1-800-482-7171
- Wyoming Engineering Department: 530-7254
- Wyoming Building Inspections Office: 530-7285

- A. A plumbing permit by a licensed plumber is required.
- B. The City Plumbing Inspector must inspect the cutting and capping of water, sewer and storm hook-ups. A one (1) day prior notice is requested.

Owner:

Date:

Contractor:

Date: 1/24/20

City Agent:

Date:

DEMOLITION WORK WRITE-UP
COMMUNITY DEVELOPMENT

CD-11D
Page 3 of 3

Name: City of Wyoming

Address: 1903 34th St. SW

Phone:(616)530-7290

Date: 1/13/2020

Devin Waclawski

Remove and dispose of pool & contents. Fill and level to surrounding grade. Saw cut a straight edge on any damaged concrete of pool surround during demolition. Grade and repair all damage to lawn. Repair any damage to driveway, approach, or city sidewalk.

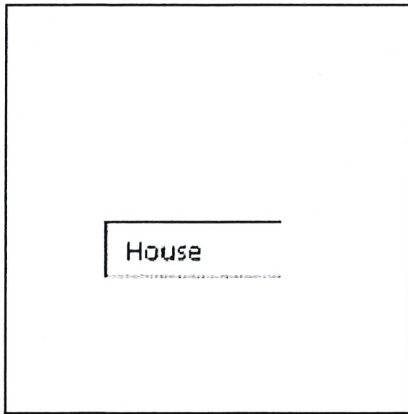
Call Devin with any questions.

COMMUNITY DEVELOPMENT
Wyoming, Michigan

NORTH
(No scale)



access to backyard through fence gate this side



Owner:

Date:

Contractor:

Date:

1/24/20

City Agent:

Date:

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A GRANT FROM THE
GREATER WYOMING COMMUNITY RESOURCE ALLIANCE,
TO ACCEPT A PROPOSAL FROM KVO COMMUNICATIONS INC., AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Farmers Insurance provided a donation in the amount of \$17,900 to the Greater Wyoming Community Resource Alliance (GWCRA) to be used specifically for public safety fire services.
2. The GWCRA awarded a grant in the amount of \$17,900 to the Wyoming Fire Department to be used to purchase and install audio visual upgrades at the Gezon Fire Station.
3. It is recommended the City Council accept the grant funds from the GWCRA.
4. It is also recommended the City Council accept a proposal from KVO Communications Inc. in the amount of \$17,900 for the audio visual upgrades.
5. A budget amendment is required for the grant acceptance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the grant from the Wyoming Community Resource Alliance in the amount of \$17,900 and authorize Chief Kimberly Koster to serve as Program Director.
2. The City Council does hereby accept a proposal from KVO Communications Inc. in the amount of \$17,900 and authorizes the Mayor and City Clerk to execute the contract.
3. The City Council does hereby approve the attached budget amendment.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

ATTACHMENTS:
 Budget Amendment
 Staff Report
 Contract
 Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 29, 2020

Subject: Acceptance of Grant Funds and a Proposal for Audio Visual Upgrades

From: Dennis Van Tassell, Deputy Fire Chief

Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended the City Council accept a grant from the Greater Wyoming Community Resource Alliance (GWCRA). The grant funds will be used for audio visual upgrades at the Gezon Fire Station community room. This grant totals \$17,900 and does not require any matching funds.

It is also recommended the City Council accept a proposal from KVO Communications Inc. for the audio visual upgrades.

COMMUNITY, SAFETY, STEWARDSHIP:

The money from this grant will be utilized to upgrade the audio visual equipment within the community room. This grant was provided by Farmers Insurance located in Caledonia. Their granting agency will provide funding through the GWCRA for these necessary upgrades.

DISCUSSION:

Farmers Insurance contacted the Fire Department seeking an opportunity to provide funding to an emergency responder agency. Farmers Insurance made a donation in the amount of \$17,900 to the GWCRA and in turn the GWCRA awarded the funds to the Fire Department. The project that was chosen for use of the grant funds was audio visual upgrades to the community room at the Gezon Fire Station.

Audio visual upgrades meet Farmers Insurance three pillars of corporate responsibility: disaster resilience, education and, civic engagement. Disaster resilience would incorporate developing an area with upgraded equipment to set up an Emergency Operations Center for flooding, tornadoes, or other significant emergency events.

Upgrades provide necessary equipment that delivers training to fire, police, and EMS agencies for prevention, property loss, and response activities. It would also provide funding to upgrade equipment for community outreach such as CPR classes, Stop the Bleed campaigns, and the Safe Kids Coalition car seat installation projects.

When Farmers Insurance provided the donation, they requested the City use KVO Communications Inc. for the audio visual upgrades. The proposal received from KVO Communications Inc. is attached.

BUDGET IMPACT:

A budget amendment is required.

Attachment:
Budget Amendment

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: June 30, 2020

"Professional" means: KVO Communications, Inc.
[Name of professional entity]

A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]

14205 Ironwood Dr. NW
[Professional's street address]

Grand Rapids MI 49534
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: AV upgrade in Community Room at the
[Detail the work. e.g., "design and construction services for . . ." "appraisal of . . ." "delineate wetlands at . . ." etc.]
Clezon Fire Station

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:

None
[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

KVO Communications
[Professional's name]

By: _____
[Signature officer, director or principal of Professional]

Leticia Erickson Project Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 6/30, 2020

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 Contractor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions 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. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
- 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.

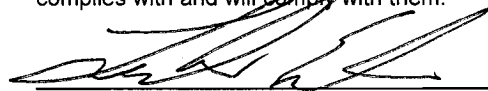
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 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.


[Signature]

Luke Enselborn Project Manager
[Printed Name and Title of Person Signing]

Luke Enselborn
[Printed Name of Professional]

Date signed: 6/30/2020

Exhibit B
Proposal



3/4/2020

Scope of Work for City of Wyoming Gezon Fire Station:

Main Conference Room: KVO to provide and install:

- 1) Vivitek Ultra Short Throw Laser projector
- 2) Dalite IDEA Board Screen- 59.5" X 106" (121" Diagonal screen size)
- 3) Onkyo RZ series receiver
- 4) Middle Atlantic 12 Space wall rack with locking Plexiglass Door
- 5) (6) In Ceiling Polk speakers
- 6) FSR HDMI Transmitter/Receiver from projector to receiver
- 7) FSR HDMI/VGA Transmitter/Receiver Wall Plate
- 8) Savant single room controller with Remote control
- 9) Luxul 8 port data switch
- 10) Elmo Document Camera
- 11) Elmo E- Cart
- 12) Demo existing projector

Pricing: \$17,900.00

Any modifications to the scope of work listed above must be approved by KVO, and a written change order completed before the requested work will be performed.



Notes & Assumptions

This proposal has been prepared under the following assumptions:

1. All changes by an authority having jurisdiction or authorization to do so will alter this proposal
2. Any painting and patching of electrical conduit, equipment, walls, etc. will be done by others
3. All concrete pads and/or housekeeping pads will be done by others.
4. All painting, patching, drywall, repair by others.
5. Where the price of material, equipment, or energy increases prior to acceptance of a quote, the quote sum may be adjusted, however, after acceptance quote is good for 30 days.
6. That there will be an existing data drop for us to tap into for our switch
7. Tax free entity.
8. That there will be room in the conduit in the floor/wall where needed for us to feed cables for the system.
9. Electrical where needed installed and provided by others.
10. That we will be able to work during normal business hours and in all areas needed.
11. That there is room in the switch for additional control equipment
12. IT will be on hand to open any ports and facilitate any networking that needs to be done for integration of equipment at no cost to KVO. Also, the control equipment will have to be able to be controlled on the existing wireless/wired network.
13. Recommend installing blinds to handle natural light.

Quotation Terms & Conditions

Is valid for 30 days

If you have any questions regarding this quotation, do not hesitate to contact me at 616-292-3176.

Thank you for the opportunity to provide you with this quote.

Sincerely,

Luke Engelsma

Account Executive

Jackson, Laura

From: VanTassell, Dennis
Sent: Tuesday, June 30, 2020 11:18 AM
To: Jackson, Laura
Subject: FW: Wyoming Fire Department - Gezon Training Facility A/V Upgrade Project

Deputy Fire Chief Dennis Van Tassell
Wyoming Department of Public Safety
Fire Division
City of Wyoming, MI
616-530-7250

From: Michelle Frasier <michelle.frasier@farmersinsurance.com>
Sent: Tuesday, June 30, 2020 11:17 AM
To: VanTassell, Dennis <vantasselld@wyomingmi.gov>
Cc: Bennett, Brian <BennettB@wyomingmi.gov>
Subject: Wyoming Fire Department - Gezon Training Facility A/V Upgrade Project

Good Morning, Dennis!

With regards to the Wyoming Fire Department Gezon Training Facility A/V Upgrade project, in giving back to the City of Wyoming, we prefer to use KVO Communications Inc. for this job as they have a strong history with projects of this nature and deliver at a fair price.

Please do not hesitate to reach out with questions or concerns.

Thank you,



Michelle Frasier
Corporate Social Responsibility, Sr. Specialist
Foremost Insurance Group
Office: (616) 956-4491
michelle.frasier@farmersinsurance.com

***** PLEASE NOTE ***** This E-Mail/telefax message and any documents accompanying this transmission may contain privileged and/or confidential information and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this E-Mail/telefax information is strictly prohibited and may result in legal action against you. Please reply to the sender advising of the error in transmission and immediately delete/destroy the message and any accompanying documents. Thank you.*****

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN A CONTRACT WITH WESTERN ECONOMIC SERVICES FOR PROFESSIONAL PLANNING SERVICES

WHEREAS:

1. The City must have on file a new Consolidated Housing and Community Development Plan (HCP) by June 30, 2021 in order to receive Community Development Block Grant funding from the U.S. Department of Housing and Urban Development (HUD).
2. The City solicited proposals from professional planning firms to develop the HCP. Two respondents were evaluated by staff and member of the citizen appointed Community Development Committee, with a unanimous recommendation to award the professional services contract to Western Economic Services, LLC.
3. It is recommended that the City Council authorize the Mayor and Clerk to sign a contract with Western Economic Services, LLC in a form that is acceptable to the City Manager, Community Services Director and City Attorney when presented. This contract shall provide for professional services, at a cost of not-to-exceed of \$39,860.
4. A budget amendment is necessary to provide funding for the contract. Funds up to \$10,000 are available within the Community Development Block Grant fund to be redistributed for this work, and an additional \$29,860 is required from the General Fund's fund balance via budget amendment, posted in the Planning account number 101-400-40000-801.000, to complete payment for this work.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and Clerk to sign a contract for professional services, in an amount not to exceed of \$39,860, with Western Economic Services, LLC in a form that is acceptable to the City Manager, Community Services Director and City Attorney when presented.
2. The Wyoming City Council does hereby authorize the attached Budget Amendment.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: July 6, 2020

Budget Amendment No. 007

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$29,860 of budgetary authority to provide funding to complete a Consolidated Housing and Community Development Plan per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Planning - Planning - Professional Services 101-400-40000-801.000	2,200.00	29,860.00		32,060.00
Fund Balance/Working Capital (Fund 101)		-	29,860.00	
<u>Community Development Fund</u>				
Community Development Fund - Planning - Administration - Professional Services 256-400-17521-801.000	7,050.00	10,000.00		17,050.00
Community Development Fund - Planning -CDBG Activities - Other Services Rehab Loans 256-400-69221-956.045	247,738		10,000	237,738
Fund Balance/Working Capital (Fund 256)		0.00	0.00	

Recommended: *Kate Balfanz*
Finance Director

Mark Lee
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 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: June 30, 2020

Subject: Consolidated Housing and Community Development Plan, 2021-2025

From: Rebecca Rynbrandt, Director of Community Services

Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor and Clerk to sign a contract with Western Economic Services, LLC in a form that is acceptable to the City Manager, Community Services Director and City Attorney when presented. This contract shall provide for professional services, a value not to exceed a cost of \$39,860, to complete a Consolidated Housing and Community Development Plan for the period of July 1, 2021 through June 30, 2025; additionally, to authorize the City Manager to execute a budget amendment to provide for the payment of this work.

COMMUNITY, SAFETY, AND STEWARDSHIP:

The development of a Consolidated Housing and Community Development Plan (HCP) is essential to ensure an environment of equity and equality in making community planning decisions, development of city regulations, administrative policies, procedures and practices; and targeting investments of Community Development Block Grant funds and other housing and blight remediation efforts; and advocating for housing development projects and strategies, for both for-profit and non-profit developments throughout the community.

The HCP will provide community direction and tools to promote housing development and blight remediation throughout the City of Wyoming. The expansion of housing choice and/or the availability of housing choices in the city are an outcome of this work. The plan shall assist social service agencies, advocacy groups, government leaders, developers, appraisers and bankers in decision making regarding housing development within the City of Wyoming.

DISCUSSION:

The HCP is required to obtain our annual entitlement of Community Development Block Grant funds from HUD. The project total value of CDBG grants during this 2021-2025 HCP period is: \$2,755,000.

The City of Wyoming has been an entitlement City for Community Development Block Grant (CDBG) funds since the inception of the program in 1974. The development of a Consolidated Housing and Community Development Plan (HCP) is required to be prepared and submitted to

the U.S. Department of Housing and Urban Development every five years. Our HCP is set to expire June 30, 2021.

With support from Purchasing staff, we solicited Request for Proposals from professional planning firms to develop the HCP. Four firms submitted proposals:

1. Community Planning Insights at \$61,400
2. Crescendo at \$59,644
3. Western Economic Services at \$39,860
4. McKenna at \$23,000

Based upon the completeness of their proposals, experience in performing HCP plan development, and consideration of price point, two firms, Western Economic Services and McKenna were interviewed. Interview panels consisted of myself, Stephanie Brock-Knoper, Community Development Specialist, Nichole Hofert, City Planner, and Chris Hall, Community Development Committee representative.

It is the unanimous decision of the interview panel to recommend to the City Manager and City Council Western Economic Services for the contract award, having determined them to be the most qualified to do the work.

FINAL NEGOTIATED CONTRACT:

The Western Economic Services proposal requested payment to be made monthly in equal amounts over the months of September, October, November, and December 2020. Staff feels it is in the best interest that a payment schedule be negotiated based upon deliverables. Western Economic Services is amenable to this negotiation.

In order to maintain the project schedule, to meet HUD timing requirements and so as not to delay receipt of future CDBG entitlement grant funds, it is recommended that City Council authorize the City Manager to execute a contract with the consultant following final negotiations of the contract language. The contract shall not exceed the \$39,860 bid price.

BUDGET IMPACT:

It was originally anticipated that this contract would be awarded in FY 2020; however, with the COVID pandemic and the need to prioritize the receipt and program development of the CDBG-CV (CARES Act grant program and its necessary submittal of the Substantial Amendment to HUD to provide for the funds use) the contract award was delayed into FY 2021.

Due to federal regulations, we are restricted in our ability to seek to re-appropriate the funding that was set aside in the FY 2020 CDBG administrative budget between fiscal years. Federal regulations restrict the expenditures of administrative funds in the CDBG budget to 20% of the *current grant award plus program income*, limiting the amount of funds that are available in the CDBG FY 2021 budget to be applied to administration. Due to HUD regulated limits on maximum expense allowed to CDBG Administrative allowances, funding for this work, as has been historically done to accommodate these limits, is split between the Community Development and Planning budgets.

A budget amendment, described in the following table, is necessary in order to provide payment for this contract.

Contract value: \$39,860	FY 2021 Authorized Budget	Additional Funding Requested	Amended Budget
Community Development 256-400-17521-801.000	\$7,050 (This amount is included in the \$122,575 administrative budget; maximum projected allowable is \$134,000)	\$10,000 (provides for \$2,000 buffer to restricted admin. cap at new net \$132,575)	\$17,050
Community Development 256-400-69221-956.045	\$247,738	(\$10,000)	\$237,738
Planning 101-400-40000-801.000	\$2,200	\$29,860	\$32,060
General Fund Fund Balance		(\$29,860)	

ATTACHMENTS:

Resolution
Western Economic Services proposal
Budget Amendment

Vandenberg, Kelli

From: Kristen Bennett <kbennett@westernes.com>
Sent: Tuesday, June 2, 2020 10:43 AM
To: bids-06022020
Cc: Robert Gaudin
Subject: COMMUNITY DEVELOPMENT BLOCK GRANT 2021-2026 HOUSING AND COMMUNITY DEVELOPMENT CONSOLIDATED PLAN and PY 2021-2022 ANNUAL ACTION PLAN
Attachments: WES Response to RFP – Community Development Block Grant 2021-2026 Consolidated Housing and Community Development Plan and PY 2021-2022 Annual Action Plan.pdf

To whom this may concern:

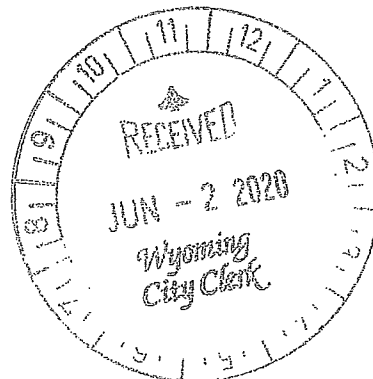
Western Economic Services, LLC, (WES) is pleased to submit to you and Wyoming City a proposal response for the preparation of the City's Five-Year Consolidated Plan. As per the RFP guidelines, one digital copy is attached.

We look forward to talking with representatives of the City about our approach to this project and how we can best address the needs of the City. If you or others at the City have any questions or concerns, please feel free to contact Mr. Robert Gaudin, Operating Partner, via e-mail at rgaudin@westernes.com, by telephone at 503-239-9091, or cell phone at 503-806-4892.

Thank you,

Kristen

Kristen Bennett
Operations Manager
Western Economic Services, LLC
212 SE 18th Avenue
Portland, OR 97214
503-239-9091
kbennett@westernes.com



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WESTERN ECONOMIC SERVICES, LLC

June 1, 2020

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
P.O. Box 905
Wyoming, MI 49509-0905

Re: Response to RFP – Community Development Block Grant 2021-2026 Consolidated Housing and Community Development Plan and PY 2021-2022 Annual Action Plan

To whom this may concern:

Western Economic Services, LLC, (WES) is pleased to submit to you and Wyoming City a proposal response for the preparation of the City's Five-Year Consolidated Plan. As per the RFP guidelines, one digital copy is attached.

Meeting the long-term housing and community development needs of the City demands creativity and the abilities of people with diverse skills working together toward a common goal. Researching and evaluating needs, conducting statistical and inferential analysis, fielding surveys, conducting consultations, facilitating a team spirit, developing consensus, and delivering a well-written report are all called for in this project.

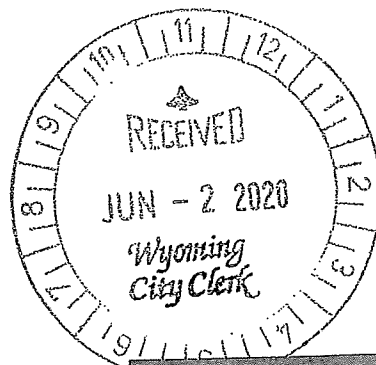
Western Economic Services, LLC has these unique capabilities. For nearly 35 years, WES has conducted housing and community development planning assessments. We have both the depth of experience and the breadth of knowledge of how to evaluate consolidated planning issues that are indispensable for this type of specialty. We have an established track record for preparing and delivering Consolidated Plans designed for planning functions at both the state and local level.

During the last five years, we have prepared these planning documents for units of state and local government in the states of Alabama, California, Colorado, Florida, Georgia, Iowa, Minnesota, Mississippi, Nevada, New York, North Carolina, North Dakota, Oklahoma, South Carolina, Texas, Virginia, Washington, and Wyoming, as well as the Commonwealth of the Northern Mariana Islands. Consequently, we bring a unique set of skills and experiences, and a deep knowledge base to this project, ones that will greatly benefit and be cost effective for the City.

We look forward to talking with representatives of the City about our approach to this project and how we can best address the needs of the City. If you or others at the City have any questions or concerns, please feel free to contact me via e-mail at r_gaudin@westernes.com, by telephone at 503-239-9091, or my cell phone at 503-806-4892. Lastly, the following are included with this proposal: WES Qualifications and Experience, the Proposed Work Plan, the Proposed Project Costs, and additional Proposal Forms.

Sincerely yours,

Robert M. Gaudin
Operating Partner



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RMG:kmb
WYM101p1.doc
Attachment

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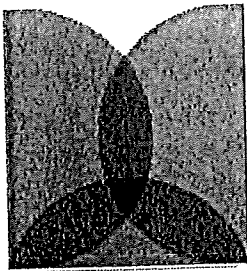
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RESPONSE TO RFP:

**COMMUNITY DEVELOPMENT BLOCK
GRANT 2021-2026 CONSOLIDATED PLAN
FOR HOUSING AND COMMUNITY
DEVELOPMENT AND PY 2021-2022
ANNUAL ACTION PLAN**

**SUBMITTED TO THE
WYOMING CITY CLERK'S OFFICE**

June 1, 2020



WES

Prepared by
Western Economic Services, LLC

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**RESPONSE TO RFP:
COMMUNITY DEVELOPMENT BLOCK GRANT 2021-
2026 CONSOLIDATED PLAN AND PY 2021-2022
ANNUAL ACTION PLAN**

**SUBMITTED TO THE
WYOMING CITY CLERK'S OFFICE**

Prepared by
Western Economic Services, LLC
212 SE 18th Avenue
Portland, OR 97214
DUNS #18-072-7950
Voice: 503.239.9091
Toll free: 866.937.9437
Fax: 503.239.0236
www.westernes.com
rgaudin@westernes.com

June 1, 2020

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Table of Contents

This proposal was submitted by Western Economic Services, LLC. With this proposal, we commit ourselves to executing the scope of work defined herein, including coordinating our efforts with Wyoming City and other agencies and organizations as needed. This proposal is organized as per the instructions listed in the City's RFP.

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I. WES Qualifications and Experience

A. Introduction to Western Economic Services, LLC

Western Economic Services, LLC (WES), a one member LLC formed in the State of Oregon, has provided economic and demographic analysis, market research, forecasting, and strategic planning services for more than 34 years. Our main offices, located at 212 SE 18th Avenue, Portland, OR 97214, will perform much of the work for the City of Wyoming, but this contract will be directly serviced by our office in Pennsylvania.

WES specializes in housing and community development planning, with particular expertise in the following areas:

- Preparing housing and community development consolidated plans,
- Researching and preparing housing market evaluations,
- Preparing analyses of impediments to fair housing choice,
- Conducting housing and community development evaluations and needs assessments,
- Illuminating economic and community development opportunities, and
- Guiding and facilitating housing policy and strategic planning processes.

Our business philosophy and mission statement are driven in large part by our commitment, ethics, and operating philosophy. At WES, we conduct customized research to meet each client's specific needs, and we work closely with those clients to ensure that our research findings and implications are fully understood. We are dedicated to ensuring that our clients are proud of their choices, our products, and the outcomes of their planning activities.

B. WES Operating Philosophy

Our body of work represents a synergy; the whole is much greater than the sum of its parts. The following list represents the most salient parts of our valued business philosophy and explains why our clients continue to use our services:

- WES utilizes a comprehensive approach to all engagements. This orientation emphasizes long-term, beneficial relationships that result in effective client accomplishments.
- WES consistently demonstrates a firm grasp on the depth and breadth of key planning processes and the difficulties likely to be encountered. Our 34 years of experience encompass activities in both the public and private sectors, and our work has continuously delivered valid and reliable results.
- Because of our small size, we have the flexibility to adapt quickly to new situations while still maintaining full attention and dedication to client needs. Our proven track record for adapting to 11th-hour modifications, while still remaining on-budget and on-schedule, is a major factor behind the high level of repeat business that we enjoy from our loyal client base.
- A key to our ability to adapt is our individualized approach to every project. Each client engagement has a customized design, emphasizing the unique characteristics of the project. With such tailored methodologies, WES is able to offer highly valued products and services for cost-effective fees in concert with schedules that meet the planning needs of our clients' overall operations.
- WES's project designs acknowledge the influence of the political climate. WES understands the critical need within both the private and public sectors for an approval body review process, either of which may be open to competing interests. WES skillfully navigates projects through potentially conflicting opinions while easily fostering a collaborative team spirit.

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- Each of these attributes clearly sets WES apart from other firms, to the advantage of the City of Wyoming.

C. WES Staff Resumes

While Western Economic Services, LLC (WES) is a small firm, we have seven key professionals, one research analyst, and three clerical staff persons that will be devoted to the Wyoming Consolidated Plan. Led by Mr. Gaudin, yet managed by Ms. Brace, the skills, experience, reliability and resumes for all professional staff members devoted to the Wyoming Consolidated Plan are presented below.

Robert M. Gaudin, Operating Partner

Experience and Commitment. Mr. Gaudin has worked extensively for and with the private and public sectors for nearly 40 years, from advising officers of large companies to aiding junior employees of small government entities. This broad experience with how both private industry and public sector planning is started, designed, implemented, and completed adds great value to the projects he oversees.



His expertise in economic and demographic research, housing market analysis, modeling and forecasting, and strategic planning all aid in delivery of both creative ideas and innovative solutions that impart long-lasting enhancements to housing and community development projects. His understanding of salient issues and institutional barriers exemplifies his ability to fulfill the needs of the communities he serves. Mr. Gaudin has lead responsibility for the housing market evaluations, such as Housing Profiles, Consolidated Plans, needs assessments, Analysis of Impediments to Fair Housing Choice, and many other housing, economic, and demographic studies conducted by WES for both private and public sector clients. Mr. Gaudin has been preparing Consolidated Plans and AIs for the entire operating history of the firm.

Mr. Gaudin's comprehensive awareness of housing and community development issues allows broadly based but focused solutions to complex circumstances. His understanding of a myriad of technical details permits the merging of theory with realism. Since establishing WES more than 34 years ago, Mr. Gaudin has enjoyed a loyal customer base due to his high ethical standards, his commitment to excellence, the trust and rapport shared with clients, and the results provided over the years.

Qualifications. Mr. Gaudin's consulting qualifications pertinent to housing and community development evaluations include design, stewardship, analysis, document preparation, and presentation of most studies conducted by WES. When HUD's Consolidated Plan requirements were first introduced, Mr. Gaudin led development of one of the nation's first AFHs and respective Consolidated Plans for Housing and Community Development, including the detailed planning requirements contained within the housing market and needs assessment. Mr. Gaudin is the authorized representative of WES and is able to confer with chief elected officials and policy administrators on housing issues identified by WES, as well as represent clients before print and video press.

Résumé

Employment History

Operating Partner, Western Economic Services, LLC, 2016 through the present. Mr. Gaudin oversees operations of the firm, including bidding, budgeting, project planning, staff development, and internal planning and capital acquisition as well as manages selected key projects. Mr. Gaudin also manages the professional staff and still makes presentations before selected meetings, public sessions and conferences.

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Director of Research and Planning, Western Economic Services, LLC, 1998 through 2016. Mr. Gaudin was the team leader. He designed WES's approach to all projects; provided quality controls and oversight; managed staff; liaised with all customers; and presented at meetings, public sessions, and conferences attended by WES.

Senior Economist, Western Economic Services, LLC, 1986–1998. Mr. Gaudin established WES in July 1986. During this phase of the company's development, Mr. Gaudin designed all projects, conducted statistical programming and model building, designed survey instruments, orchestrated all analyses, wrote client reports, and presented all research findings.

Senior Planning Analyst, PacifiCorp, 1980–1986. Designed, developed, and implemented integrated long-term forecasting and planning models. Prepared scenario planning and impact assessments. Designed and oversaw market research surveys, collected raw data, and performed economic and demographic analyses. Constructed residential customer forecasts depicting single-family, multi-family, and mobile home housing stock additions over 20 year forecast horizon.

Economist, Montana Governor's Office, Office of Commerce and Small Business Development, 1979–1980. Represented governor at various community development and economic development functions. Conducted technical analyses and prepared reports for distribution regarding prospective economic development targets. Provided additional research and analysis for the governor.

Economic Consultant, Sole Proprietor, 1978–1979. Provided secondary research and report writing to Montana Industries.

Educational Background

Post-Graduate Training, Business research methods, survey design, and systems theory, Portland State University, Portland, OR, 1993.

Master's Degree, Applied Economics, Portland State University, Portland, OR, 1985.

Bachelor's Degree, Political Science and Economics, University of Montana, Missoula, MT, 1978.

Timothy S. Gottgetreu, Director of Research

Experience and Commitment. Mr. Gottgetreu has an MA in Economics and is a Director at WES. He has prepared data and analysis for AIs, housing and community development needs assessments, housing market studies, Consolidated Plans, housing and population forecasts, and related studies. Mr. Gottgetreu has designed, constructed, and continues to develop and operate all housing dashboards under the WES professional service umbrella. Mr. Gottgetreu's qualifications include evaluation, assembly, and reporting of data and related information in super-computing environments. He has conducted research in systems analysis, systems modeling, econometrics, and mathematical economics.



Qualifications. Mr. Gottgetreu also has conducted Consolidated Plan and AI research, housing market evaluations, and housing needs assessments for numerous client organizations, such as Dona Ana County, the New Mexico Mortgage Finance Authority, the Minneapolis/St. Paul region; the cities of Bentonville, Conway, Fayetteville, Fort Smith, Jacksonville, North Little Rock, and West Memphis in Arkansas; Rockford, Illinois; Tulsa, Oklahoma; Hamilton County, Ohio; the County of Los Angeles, California; and the states of Louisiana, Minnesota, Mississippi, Montana, Nebraska, North Dakota, North Carolina, Oregon, South Dakota, Tennessee, Texas, and Wyoming. Mr. Gottgetreu has been conducting Consolidated Plan and AI research and activities for the past 13 years, or his entire history with WES.

COPY



Résumé

Employment History

Director of Research, Western Economic Services, LLC, 2016 to the present. Mr. Gottgetreu oversees production and delivery of all Profiles and Dashboards created by WES, provides quality controls and oversight; manages staff; liaises with customers; and Mr. Gottgetreu is also the key individual who makes presentations before client Boards, client conferences, and related presentation settings.

Manager of Economic Research, Western Economic Services, LLC, 2011 through 2016. Mr. Gottgetreu oversaw and implemented all model building and statistical programming activities. He was the lead researcher and analyst for WES's quantitative and qualitative project activities. This included development of findings and graphical interpretation of those findings. He was responsible for the development of selected comprehensive housing market and needs assessment reports.

Senior Economist, Western Economic Services, LLC, 2007 through 2011. Mr. Gottgetreu implemented most model building and statistical programming activities and was the advanced researcher and analyst of data for WES's project activities. This included assisting in the development of findings and graphical interpretation of those findings, and development of reports.

U.S. Commercial Service, U.S. Embassy, 2005. Compiled data, researched, and prepared market evaluations of selected Swiss markets and industrial sectors. Facilitated interactions between Swiss and American industrial firms.

SEI Private Trust, STC Asset Movement, 2004. Assessed and evaluated account transfer activity. Reconciled data. Managed selected computer processing programs.

Educational Background

Doctoral Study, Economics, University of Oregon, Eugene, OR, 2006–2007.

Master's Degree, Economics, University of Maine, Orono, ME, 2006.

Bachelor's Degree, Economics, Mary Washington College, Fredericksburg, VA, 2003.

Megan A. Brace, Sr. Project Manager

Experience and Commitment. Ms. Brace holds a B.A. in Urban Studies and an MPA. She has substantive experience in the housing and homeless fields in her profession. For the past six years, she has been charged with building Consolidated Plans for Housing and Community Development by using the eCon Planning Suite. Furthermore, she has been creating AIs and creating companion user friendly documents more suitable for public review.



Qualifications. Ms. Brace continues working in the housing planning and service fields and has assisted other researchers in the development of CDBG, HOME, ESG, HTF, HMIS, and HOPWA documentation. She also assesses and interprets local land use ordinances and policies, inspects zoning codes and related planning documents as they relate to promoting affordable housing and their relationship to encouraging affirmatively furthering fair housing. She presents documents and final results to City and County government officials. She has worked on these projects in the following states: Alabama, California, Colorado, Iowa, Florida, Georgia, Minnesota, Mississippi, Montana, Nebraska, New Mexico, North Dakota, Nevada, Texas, Virginia, and Wyoming, as well as the Commonwealth of the Northern Mariana Islands.

COPY



Résumé

Employment History

- Sr. Project Manager**, Western Economic Services, LLC, October 2016 through the present.
Ms. Brace prepares housing needs assessments, Consolidated Plan documents, creates and edits data charts, narratives, and maps in the eCon Planning Suite. She conducts progress review meetings with clients and interacts with selected clients for the housing and community development needs assessment, Consolidated Plans, and AIs and AFHs.
- Sr. Planning Analyst**, Western Economic Services, LLC, May 2014 through October 2016.
Ms. Brace assists in the construction of Consolidated Plan documents, edits selected planning narratives, enters data charts, narratives, and maps in the eCon Planning Suite, and conducts data collection verification activities.
- Affordable Housing Development Assistant**, Townspeople, San Diego, 2012 through April 2014. Ms. Brace identified, evaluated, and negotiated partnerships with other organizations. She represented Townspeople at public input meetings. She was the primary grant author and lead CDBG application writer.
- Planning Intern**, City of Oceanside, CA, 2011. She was the primary author of City's updated density bonus ordinance, assisted City staff in updating Housing Element, and conducted field work and analysis of potential affordable housing sites.

Educational Background

- Masters of Public Administration**, California State University, San Bernardino, 2014.
Bachelor of Arts, Urban Studies, University of California, Berkley, 2010.

Ray Robinson, Jr., Manager of Public Involvement

Experience and Commitment. Mr. Robinson holds a Bachelor of Arts in Political Science and has performed leadership, program management, and regulatory oversight of units of local, state, and federal government for nearly 20 years. He has given compliance workshops and trainings, implemented policy and procedures for labor standards, and conducted environmental, fair housing, and citizen participation activities.



Qualifications. Mr. Robinson's role is in using his skills in facilitating open and frank discussions in public input, public presentation, and public review settings, ensuring both compliance and accountability for the outcome and acceptance of WES research. He has been assisting with the public presentation and citizen engagement work with Consolidated Plans and AIs for the past five years.

Résumé

Employment History

- Manager of Public Involvement**, Western Economic Services, LLC, 2016 through the present.
Mr. Robinson assists in facilitating public discussion of Consolidated Plans, Annual Action Plans, Housing Needs Assessments, Analysis of Impediments to Fair Housing Choice and Assessment of Fair Housing reports.
- Compliance Manager, Mississippi Development Authority**, March 2011 to the present.
Provide leadership in strategic planning and analytical studies. Organize and conduct statewide regulatory trainings and workshop.
- Grants Management Development Specialist, Mississippi Development Authority.** August 2008 through March 2011. Ensure grant recipient compliance; responsible for technical training, and monitoring.
- Central Mississippi Program Manager, The Nature Conservancy, January**

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Educational Background

Bachelor's Degree, Political Science, Jackson State University, May 1995.

Kristen M. Bennett, Operations Manager

Experience and Commitment. Ms. Bennett holds a BA in Liberal Studies and has a background in cultural anthropology. She conducts quality controls, data entry, and verification of source information on data presented in our reports. Additionally, she develops, edits, and implements our telephone, internet, and printed survey forms. She also enters Consolidated Plan narratives, data, tables, charts, and maps into the IDIS eCon Planning Suite for the Five-Year strategy as well as the Annual Action Plan. She has been assisting with the preparation of Consolidated Plans and AIs and AFHs since 2012.



Qualifications. Ms. Bennett provides assistance to the team and her focus area is in support of document design and production, quantitative analysis, and survey designs. She also creates high quality formatted documents in InDesign. She has assisted in the analysis, evaluation, and preparation of documents for Alabama, Colorado, California, Georgia, Ohio, Minnesota, Mississippi, Montana, Nevada, New Mexico, Nebraska, North and South Carolina, North Dakota, and Wyoming, as well as the Commonwealth of the Northern Mariana Islands.

Résumé

Employment History

Operations Manager, Western Economic Services, LLC, 2017 through the present. Ms. Bennett manages the survey team, conducts research and analysis, prepares and edits various presentations, phone, internet, and printed survey instruments. She is also in charge of office operations, being sure that it runs smoothly and effortlessly.

Operations Supervisor, Western Economic Services, LLC, 2014 through 2016. Ms. Bennett oversaw survey data collection, document production, and related operational tasks. She assisted with the collection of socio-economic and demographic research and analysis, data verification, and survey support and analysis.

Assistant Analyst, Western Economic Services, LLC, 2012 through 2013. Ms. Bennett conducts data collection, socio-economic and demographic research and analysis, data verification, and survey support and analysis.

Survey Assistant, Western Economic Services, LLC, 2011 to 2012. Coordinated telephone activities, data entry, and related aspects of survey research projects. Monitored quality and productivity. Responded to client and respondent requests. Participated in telephone interviews.

Intern, Marathon Education, 2010. Re-organized comprehensive database to track sponsor and recipient funds. Ensured accuracy of data through telephone and other research.

Educational Background

Bachelor's Degree, Liberal Studies, Portland State University, Portland, OR, 2012.

Associate of Arts, The Community College of Baltimore County, Maryland, 2000.

Brandon C. Giatti, GIS and Data Analyst

Experience and Commitment. Mr. Giatti holds an MS in Physics and an MS in Computer Science. He has conducted substantive research using SPSS statistical software as well as Python/Pandas, HTML5, CSS3, JavaScript/jQuery, D3.js, PHP, SQL and related programs. Since arriving at WES, he has used his strong computer and analytical background to research, analyze, and report



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the unique issues and context of every project. He also uses his skills in GIS to perform spatial analysis and aid in the visual presentation of our findings. This latter skill is his main contribution to our Consolidated Plan and AI research and analysis.

Qualifications. Mr. Giatti's primary role is to analyze and present demographic, economic, housing, and other data for housing and community development projects, and assist the other analysts in the processing and evaluation of data. In particular, he applies his skills in thematic mapping and characterizing spatial relationships.

Résumé

Employment History

GIS and Data Analyst, Western Economic Services, LLC, November 2017 through the present. Mr. Giatti performs research, conceptual analysis, and writing of research documents; provides support to sophisticated statistical programming; interprets data results; and presents information in thematic mapping designs.

Development Analyst, Multnomah County Department of Community Assets, January 2017 through July 2017. Test applications used to maintain the data integrity of individuals in the criminal justice system. Work with business analysts to address customer needs to ensure products meets customer specification

Educational Background

Master's Degree, Master of Science, Computer Science, Portland State University, 2018.

Master of Science, Applied Physics, Portland State University, 2016

Bachelor's Degree, Bachelor of Science, Computer Science, Portland State University, 2014.

Bachelor's of Science, Physics, Cal State Long Beach, 2009.

Kathryn L. Rosson, MBA, PMP, Information Systems Manager

Experience and Commitment. Ms. Rosson holds an MBA, a BA, and a Project Management Professional certification. She has a diversified background in information technology project management; she provides technical support for all WES technology related functions, including client/server, business applications and operations efficiency. She has provided information technology and application assistance for WES projects implemented in California, Georgia, Iowa, Ohio, Minnesota, Montana, New Mexico, Nebraska, New York, North and South Carolina, Tennessee, and Wyoming.



Qualifications. Ms. Rosson's skills include Web Design, HTML, CSS, and SharePoint technologies; she manages our network; and, she is an expert in integrating the MS Office Suite applications including MS Expressions and InfoPath.

Résumé

Employment History

Information Systems Manager, Western Economic Services, LLC, 2012 through the present. Ms. Rosson maintains network hardware and software, aids in administering video conferencing, and confirms the certification and licensing of WES software developed products. She manages software installations and creates web based documents.

Project Manager, Mountain Glass, 2002 to 2011. Migration of Windows 2000 network to SB2003. Managed MS Exchange 2003, Active Directory and MS Live Communications. Configured Remote Web Workplace.

Educational Background

MBA, Sustainable Business, Green Mountain College, Poultney, Vermont, 2015

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Bachelor's Degree, Sustainable Business, Marylhurst University, Portland, OR, June 2014
Certified Project Management Professional, Project Management Institute, June 2013

Spencer C. Keating, Research Analyst

Experience and Commitment. Mr. Keating joined the firm in November of 2018. In this short time, he has assisted with WES projects for clients in Mississippi, Nebraska, Wyoming, Iowa, and Colorado.

Qualifications. Mr. Keating is also a recent graduate specializing in statistical regression analysis, qualitative and quantitative problem solving, and data preparation and analysis.



Résumé

Employment History

Research Assistant, Western Economic Services, LLC, 2018 through the present. Conduct secondary research, assist other researchers in preparation of studies, reports, and analytical programming. Proof read documents

Data Recovery, University of Oregon, Department of Earth Sciences, 2016.

Educational Background

Bachelor's Degree, Economics, University of Oregon, 2017

D. WES Skills at Providing HUD Compliance Documents

In 1994, the U.S. Department of Housing and Urban Development (HUD) issued new rules consolidating the planning, application, reporting and citizen participation processes for four formula grant programs: Community Development Block Grants (CDBG), Home Investment Partnerships (HOME), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA). The new single-planning process was intended to more comprehensively fulfill three basic goals: to provide decent housing, to provide a suitable living environment and to expand economic opportunities. This was termed the *Consolidated Plan for Housing and Community Development*.

Provision of decent housing may involve assisting homeless persons in obtaining appropriate housing, retaining the affordable housing stock, increasing the availability of permanent affordable housing for low-income households without discrimination and increasing supportive housing to assist persons with special needs. Providing a suitable living environment might mean improving the safety and livability of neighborhoods, including the provision of adequate public facilities; deconcentrating housing opportunities and revitalizing neighborhoods; restoring and preserving natural and physical features with historic, architectural and aesthetic value; and conserving energy resources. Expanding economic opportunities may entail creating accessible jobs, providing access to credit for community development, and assisting low-income persons in achieving self-sufficiency in federally-assisted and public housing.

The Consolidated Plan is actually a three-part planning process required by HUD. It comprises developing a three- to five-year strategic plan, preparing annual action plans and submitting annual performance reports. Guided by a Citizen Participation Plan, these three parts are intended to furnish the framework whereby states and entitlement jurisdictions can identify their housing, homeless, community and economic development needs through a needs assessment; identify resources that will be tapped and actions to be taken that will address the identified needs; as well as identify and evaluate the jurisdiction's progress toward achieving its strategic goals. Completing these documents on time and in a manner that is acceptable to HUD ensures program funding.

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WES has the capability of working on behalf of the City and will perform the research and analysis for the Five-Year Consolidated Plan and Annual Action Plan, including conducting community outreach, facilitating citizen participation, and preparing the draft and final reports. WES will ensure that the description of the annual plan activities fit logically with the five-year needs assessment and the plan's strategies.

Furthermore, WES has been instrumental in the development and production of housing and community development plans in both state and local planning processes over the entire 34 year history of the firm. WES has been commended by HUD several times for the depth and quality of such housing plans. After WES completed Montana's first Consolidated Plan for Housing and Community Development, an April 14, 1995, correspondence from Mr. Joseph Smith, director of the Office of Executive Services at HUD, to Ms. Sharon Haugen, then the Montana Plan Coordinator, stated the following:

In January 1995, we issued the final rule for the Consolidated Plan after considering comments from states, cities and nonprofits groups and their representatives from all over the United States. We have received 176 Consolidated Plans and approved 128 of them. The results are exciting. Your plan was one of those that we have identified as high quality. [The] plan was extremely comprehensive, giving a picture of the state as a whole and detailed analysis of sections of the state.

Even though the tools and planning guidelines have continued to evolve, from the 2020 planning software, to the CPMP Tool and now the eCon Planning Suite in IDIS, WES's level of quality continues to persist. WES has the knowledge, skills, and capabilities needed by the City. Over the past few years, WES has prepared Consolidated Plans in the eCon Planning Suite for the Counties of Los Angeles, California, and Prince William, Virginia, and the Cities of Bismarck, North Dakota, Farmington, New Mexico, Tulare, California, and the States of Mississippi, North Dakota, Wyoming, Minnesota, Nevada, and Montana, among others. WES is familiar with the eCon Planning Suite's operational limitations and flaws, the quality the default values it assigns, the usability of the document, as well as the content and suitability of the Word download. We are national experts in this endeavor.

In summary, preparing the Consolidated Plan can be a very complicated task; but WES will collect and analyze quantitative and qualitative data, identify housing and community development needs, aid in formulating strategies to address the needs, and then sort the strategy statements by primary objective and specify intended outcomes.

E. HUD Consolidated Plan References with Dates

The following are three references for our work on Consolidated Plans and Annual Action Plans.

Prince William County, Virginia, Community Planning and Development Division

In 2016, 2017, 2018, 2019, and again in 2020, Prince William County, Virginia, hired WES to prepare its Five-Year Consolidated Plan, the Annual Action Plan, and/or the CAPER. Each Action Plan was constructed using the IDIS eCon Planning Suite, specifying the goal outcome indicators for projects that the County selected to conduct in the Annual Action Plan, as well as aligning projects with five-year goals and outcomes. The County's second and third year Action Plans have been approved by HUD, and the fourth year Action Plan has been submitted for review. Each CAPER was completed using IDIS, utilizing the eCART for ESG data uploads for the County's first and second program years. Both of these plans were approved by HUD without revisions. The County's third year CAPER is currently underway, utilizing SAGE reporting for ESG recipients. Contact Ms. Joan S. Duckett, Community Planning & Development Division Chief, Prince William County Office of Housing & Community Development, 1

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Drive, Suite 112, Woodbridge, VA 22191, (p) 703-492-2300, (f) 703-492-0499,
jduckett@pwcgov.org

The North Dakota Department of Commerce

WES prepared the State's 2015-2019 Five-Year Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice. WES is also completing the same documents for the 2020-2015 planning period. For these, the Consolidated Plan contains a housing and homeless needs assessment as well as a housing market analysis. WES designed a comprehensive housing and community development survey, which was distributed throughout the state by the North Dakota Department of Commerce. WES evaluated the expressed needs from the survey, which were defined as "no need", "slight need", "moderate need", and "extreme need". Questions on the survey included housing service needs for special populations as well. Furthermore, WES quantified housing and homeless needs seen from Census data, a series of focus groups, and public input meetings that are scheduled for the State's housing conference in February of 2015. WES identified the level of unmet housing need by family type, tenure, and income. Contact Ms. Bonnie Malo, Director, Division of Community Services, North Dakota Department of Commerce, (p) 701-328-2476, 1600 E. Century Ave., Suite 2, PO Box 2057, Bismarck, ND 58502. bmalo@nd.gov

Wyoming Business Council, Cheyenne Wyoming

In 2017, the Wyoming Business Council hired WES to prepare its Five-Year Consolidated Plan for Housing and Community Development, and first year Action Plan. All Census demographic data, economic and labor force information, housing permit and Census housing data were collected, along with other related economic and housing data. Public input and public review meetings were held via webinar. The Action Plan included the state's method of distribution for HOME, ESG, and CDBG funds. Then in 2018 and 2019, WES continued by preparing the Annual Action Plans and PERs for the Wyoming Business Council. Contact Ms. Julie Kozlowski, Community Development Director, Wyoming Business Council, 214 West 15th St., Cheyenne, WY 82002, (p) 307-777-2812, julie.kozlowski@wyo.gov

F. WES Experience with Other HUD Compliance Reports Over the Past Five Years

Due to our long history of successfully completing Consolidated Plans, Annual Action Plan, and CAPERs, WES continues to have the availability and capacity to complete these types of tasks. Over the past five years, the following additional agencies have hired WES to prepare their Consolidated Plans by using and completely populating the eCon Planning Suite.

The City of Mesa, Arizona

The City of Mesa's 2020-2024 Consolidated Plan development began in July, 2019 with a set of three stakeholder meetings. These meetings introduced stakeholder and city staff to the Consolidated Plan development process and their input on outreach and public input efforts. Two focus groups were held in November, 2019 to gather input from stakeholders and service providers on the needs of the community in terms of homelessness, affordable housing, and public services. These meetings were recorded, and transcripts were included in the Consolidated Plan's appendix. The City held additional public input meetings to gather input from the public. The Housing and Community Development survey was utilized for additional public input opportunities. All of these elements were incorporated into the Consolidated to develop strategic five year goals. The Consolidated Plan and first year Annual Action Plan were entered into IDIS in a user friendly way to allow for easy reporting over subsequent action plans and in the annual CAPER.

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The City of Pawtucket, Rhode Island

The City of Pawtucket's 2020-2024 Consolidated Plan development began in July, 2019. WES has undertaken a variety of public outreach efforts to gather feedback and citizen input in the plan development. This included a series of six focus groups including the topics of affordable housing, economic development, infrastructure, homelessness, public services, and community needs. There were an additional four evening public input meetings in different areas in the City. Each of these efforts were recorded and transcribed resulting in more than 50 pages of public input and comments. The outreach also included a citywide survey, which was distributed in English, Spanish, and Portuguese. The Consolidated Plan was on schedule and was submitted to HUD by the City's May 15 deadline.

Maricopa County, Arizona

WES is in the process of developing Maricopa County Consolidated Plan, which includes a Countywide HOME Consortium. The Consortium includes the Cities of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise, Tempe. The Maricopa Urban County includes Buckeye, El Mirage, Fountain Hills, Gila Bend, Goodyear, Guadalupe, Litchfield Park, Tolleson, Wickenburg, Youngtown, and Unincorporated areas in County. The development of this plan included regional outreach efforts including evening meetings and a Consortium meeting, as well as a regional survey that was made available to each Consortium member to use in their own planning efforts. This plan began in August, 2019 and will conclude when submitted to HUD in May, 2020. WES has kept the County apprised of plan development through bi-weekly Progress Review Memos and monthly Progress Review Meetings. The Plan is being developed in IDIS to allow for user friendly tracking and coordination with the County's subsequent Annual Action Plan and CAPERs. This plan was developed in conjunction with the HOME Consortium's Analysis of Impediments.

The City of Avondale, Arizona

The City of Avondale's Consolidated Plan was developed for the CDBG entitlement City and as part of the Maricopa County HOME Consortium. The development of this plan included an evening public input meeting, and a city council presentation during the public review period. This plan is currently in development and will be completed in May, 2020. The City's survey was conducted in conjunction with the larger Maricopa County outreach efforts and results were made available based on City responses. The City's Consolidated Plan and Annual Action Plan were prepared in IDIS for submission in conjunction with the HOME Consortium.

The City of Scottsdale, Arizona

The City of Scottsdale's Consolidated Plan was developed for the CDBG entitlement City and as part of the Maricopa County HOME Consortium. The development of this plan included a public input meeting with the Human Services Commission and a City Council Presentation during the public review period. This plan is currently in development and will be completed in May, 2020. A Housing and Community Development survey was a part of the outreach efforts to gather additional feedback on needs in the City. The City's Consolidated Plan and Annual Action Plan were prepared in IDIS for submission in conjunction with the HOME Consortium.

The City of Peoria, Arizona

The City of Peoria's Consolidated Plan was developed for the CDBG entitlement City and as part of the Maricopa County HOME Consortium. The development of this plan included two public input meetings and a public review meeting during the public review period. This plan is currently in development and will be completed in May, 2020. The City's s

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in conjunction with the larger Maricopa County outreach efforts and results were made available based on City responses. The City's Consolidated Plan and Annual Action Plan were prepared in IDIS for submission in conjunction with the HOME Consortium.

The City of Anaheim, California

Western Economic Services was selected to work with the City of Anaheim, CA to prepare their Five-Year Consolidated Plan and Annual Action Plan in 2019. WES conducted a thorough analytic review of a variety of data sources, including data from the U.S. Census, Bureau of Labor Statistics, Bureau of Economic Analysis and the Comprehensive Housing Affordability Strategy (CHAS) dataset from HUD to gauge current demographic, economic and housing conditions. A large collection of maps were also created to provide spatial analysis across the City. WES also collected and analyzed public input through an online survey as well as holding three community meetings throughout the City. These meetings were held in the evening on three consecutive days. Once the data and public input were analyzed WES identified current needs, the priorities of those needs and actionable measures to address the identified needs. WES entered this data into IDIS and worked closely with the City to include the selected projects for year one of the Annual Action Plan.

The City of Huntington Beach, California

Western Economic Services was selected to work with the City of Huntington Beach, CA to prepare their Five-Year Consolidated Plan in 2019. WES conducted a thorough analytic review of a variety of data sources, including data from the U.S. Census, Bureau of Labor Statistics, Bureau of Economic Analysis and the Comprehensive Housing Affordability Strategy (CHAS) dataset from HUD to gauge current demographic, economic and housing conditions. A large collection of maps were also created to provide spatial analysis across the city. WES also collected and analyzed public input through an online survey as well as holding three focus groups. These focuses were held in one day, but focused on different areas of need. The first meeting was for service providers, such as those providing services for persons experiencing homelessness. The second meeting was for those operating in the housing field. The final meeting was in front of the Citizen Participation Advisory Board and also included testimony from the public. Once the data and public input were analyzed WES identified current needs, the priorities of those needs and actionable measures to address those needs. WES entered this data into IDIS and worked closely with the City to include the selected projects for year one of the Annual Action Plan. WES also appeared before the City Council to present the findings of the report.

The City of Carson, California

Western Economic Services was selected to work with the City of Carson, CA to prepare their Five-Year Consolidated Plan, Annual Action Plan and Analysis to Impediment of Fair Housing Choice. WES conducted a thorough analytic review of a variety of data sources, including data from the U.S. Census, Bureau of Labor Statistics, Bureau of Economic Analysis and the Comprehensive Housing Affordability Strategy (CHAS) dataset from HUD to gauge current demographic, economic and housing conditions. For the fair housing report, data for the Affirmatively Furthering Fair Housing (AFFH) dataset was also used. Where possible, WES updated AFFH data concepts with the most current data available, in this case from the 2018 ACS dataset. A large collection of maps were also created to provide spatial analysis across the city. WES collected and analyzed public input through two online surveys, one for the Consolidated Plan and another for the Analysis of Impediments to Fair Housing Choice. WES also held two public input meetings, once community stakeholder focus group and public input meeting. Once the data and public input were analyzed WES identified current needs, t

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needs and actionable measures to address those needs. WES entered this data into IDIS and worked closely with the City to include the selected projects for year one of the Annual Action Plan.

The City of Salem, Oregon

In 2019, the City of Salem, Oregon, selected WES to prepare its Five-Year Consolidated Plan for Housing and Community Development. The plan included both a public input meeting and a public review meeting after the document was released. Furthermore, a housing and community development survey was distributed by the city to enhance citizen participation as well as gather opinions and feelings about housing and community development needs in the City. WES was responsible for collection and analyzing all information for the Plan and the plan was prepared and created in the IDIS eCon Planning Suite.

Nevada Housing Division

WES was selected to prepare a Five-Year Consolidated Plan, Annual Action Plan, and the Analysis of Impediments to Fair Housing Choice (AI) for the State of Nevada in 2014 and again in 2019. WES was again selected to prepare the upcoming Five-Year Plan. WES conducted an online survey, public input meetings, and public review meetings. WES collected both quantitative and qualitative data, interpreted findings, specified needs and expressed strategies to address those needs. The geographic areas of the State covered by the Plan represented all non-entitlement areas, particularly all rural and many economic distressed areas. The Plan included the HOME Program. WES then constructed the Consolidated Plan using the eCon Planning Suite.

The City of Palm Desert, California

In early 2018, the City of Palm Desert, California, hired WES to prepare its Five-Year Consolidated Plan and Annual Action Plan. The Consolidated Plan was constructed using the IDIS eCon Planning Suite. The project included analysis of survey data, both quantitative and qualitative evaluations, and a complete assessment of the housing and community development sectors for the City, as well as a final presentation to City Council. It included preparing the Annual Action Plan and specifying the goal outcome indicators for projects that the City selected to conduct in the Annual Action Plan.

Los Angeles County, California, Community Development Commission

In 2007, 2012 and again in 2017, the Community Development Commission (CDC) of the County of Los Angeles selected WES to prepare the County's Five-Year Consolidated Plan for Housing and Community Development. While the County of Los Angeles has approximately 10 million people, the LA Urban County, comprising 49 participating jurisdictions and the balance of the unincorporated areas in the County, are home to 2 million people. The entire Consolidated Plan covered demographics, economics, and special needs populations, housing was a key part of the plan. The housing market analysis addressed a 25-year housing forecast, by tenure and income. It also evaluated current building trends, assessed the current housing stock, addressed the current mortgage market and the degree of subprime lending activity, and interpreted the qualitative needs expressed in the 2012 Resident Community Survey. This particular citizen input represented the evaluation of some 3,314 resident surveys received during development of the Consolidated Plan, with the survey being distributed at public meetings, mailed to selected stakeholders and posted on the CDC's Web site. Several focus groups were also conducted, one of which related specifically to the need for housing. The LA County Consolidated Plan includes the HOME Program. These efforts included populating the eCon Planning Suite for the County.

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The City of Lewisville, Texas

In 2016, the City of Lewisville, Texas, hired WES to prepare its Five-Year Consolidated Plan for Housing and Community Development, and first year Action Plan. The project included public input meetings, analysis of survey data, both quantitative and qualitative evaluations, and a complete assessment of the housing and community development sectors for the City. It included preparing the Annual Action Plan and specifying the goal outcome indicators for projects that the City selected to conduct in the Annual Action Plan. In addition, the City's annual and five-year goals were aligned with the City's accepted Assessment of Fair Housing (AFH), which was also prepared by WES.

Minnesota Department of Employment and Economic Development

The Minnesota Department of Employment and Economic Development, with participation of the Minnesota Housing Finance Agency and the Minnesota Department of Human Services, selected WES in 2011 and again in 2016 using the eCon Planning Suite, to prepare the State's Consolidated Plan for Housing and Community Development. This document includes an exhaustive housing and homeless needs assessment. Data was extracted from the 2010 Census as well as the 2010-2014 Five-Year American Community Survey. Evaluation of the current economic climate was included with the assessment and how this has influenced demographic change and housing trends. These relationships were presented in tabular, chart, and geographic map formats; depending on the concept. Housing trends were explored in great detail, highlighting the disposition of vacant housing. With these and other data, WES identified the number of households with housing problems, by tenure, family type, and income. For this planning document, WES prepared an on-line housing and community development survey to gather perspective and commentary about housing and community development needs throughout the State. These data collection activities also included focus groups, public input meetings, as well as conversations with other departments and communities throughout the State.

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II. WES Proposed Work Plan

A. Background on the Consolidated Plan

In 1994, the U.S. Department of Housing and Urban Development issued new rules consolidating the planning, application, reporting and citizen participation processes for four formula grant programs: Community Development Block Grants (CDBG), Home Investment Partnerships (HOME), Emergency Solutions Grants program (ESG), and Housing Opportunities for Persons with AIDS (HOPWA). The new single-planning process was intended to more comprehensively fulfill three basic goals: to provide decent housing, to provide a suitable living environment and to expand economic opportunities. This was termed the Consolidated Plan for Housing and Community Development.

Provision of decent housing may involve assisting homeless persons in obtaining appropriate housing, retaining the affordable housing stock, increasing the availability of permanent affordable housing for low-income households without discrimination, and increasing supportive housing to assist persons with special needs. Providing a suitable living environment might mean improving the safety and livability of neighborhoods, including the provision of adequate public facilities; deconcentrating housing opportunities and revitalizing neighborhoods; restoring and preserving natural and physical features for historic, architectural, and aesthetic value; and conserving energy resources. Expanding economic opportunities may entail creating accessible jobs, providing access to credit for community development, and assisting low-income persons in achieving self-sufficiency in federally assisted and public housing.

The Consolidated Plan is actually a three-part planning process required by HUD. It comprises developing a three- to five-year strategic plan, preparing Annual Action Plans, and submitting annual performance reports. These three parts are intended to furnish the framework with which states and entitlement jurisdictions can identify their housing, homeless, community, and economic development needs; identify resources that will be tapped and actions to be taken that will address the needs; as well as identify and evaluate the jurisdiction's progress toward achieving its strategic goals.

While preparing such a comprehensive plan can be a complicated task, it can be addressed in a simple manner: WES will collect and analyze quantitative and qualitative data, identify housing and community development needs, aid in formulating strategies to address the needs and then sort the strategy statements by primary objective and specify intended outcomes. This will greatly facilitate the City's success in accomplishing its housing and community development goals.

Furthermore, WES has kept abreast with HUD's evolving Consolidated Planning approaches over the years: first with the 2020 mapping and planning software, then with the Consolidated Plan Management Planning tool (CPMP Tool), and now with the eCon Planning Suite.

Over our company's 34-year operating history, WES has performed long-range planning analysis and studies designed for submittal to HUD that are similar in design, scope and content for many jurisdictions. These represent a variety of units of government in the following 30 States: Alabama, Arkansas, Arizona, California, Colorado, Florida, Georgia, Illinois, Iowa, Louisiana, Massachusetts, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington and Wyoming, as well as the Commonwealth of the Mariana Islands. These wide ranging and occasionally very large geographic areas indicate our superior ability to grasp and quickly acquire knowledge of local issues, interested parties, and the interplay between groups competing for funding. Furthermore, it demonstrates our willingness and ability to transcend our locations and work both cooperatively and closely with our clients.

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B. Purposes, Goals, and Objectives of This Research

This project has two purposes: collect and evaluate both quantitative and qualitative information and prepare the Five-Year Consolidated Plan and Annual Action Plan.

The goals of this project are to quickly and efficiently carry out the research and analysis process, assess and rank needs, and establish performance criteria measures. Equally important is the need to facilitate agreement on actions suitable to overcoming the needs, include a timeline and measurable outcomes, as well as produce a planning document that will be approved by the City. Another key outcome is to produce an electronic document using the IDIS eCon Planning Suite, which will be uploaded to HUD. WES will reach commonly shared objectives and strategies for these goals that will span the next five years. WES will do this in such a way as to allow the City to submit these documents to HUD in a timely fashion.

While one objective of this process is to prepare the Consolidated Plan efficiently, another is participating in the review, development and refinement of the longer-term Consolidated Plan vision. This vision is created out of the cooperative efforts of the City and other stakeholders in the planning process. WES will ensure that the strategies and planning objectives derived from the vision reflect both the needs and desires of the City of Wyoming and actions that the City may take.

C. General Consolidated Plan Project Requirements

The philosophical approach that HUD wants jurisdictions to adopt in the development of the Consolidated Plan can be summarized as one in which needs flow logically from both quantitative and qualitative analysis to specification of desired strategic goals.

Western Economic Services, LLC, national leaders in this type of work, will be addressing all components of the project requirements, as described herein. To efficiently deliver services, a few components of the previous Consolidated Plan will be incorporated, as they will require minor modification, while other parts of the Five-Year Consolidated Plan will demand significant research effort to create. Furthermore, continuing emphasis will be placed on integrating performance measures in the planning process. Attaining these requirements encompasses a wide variety of analysis and tasks, with both primary and supporting roles for WES, as described in this proposal response.

WES envisions this work as potentially shedding new light on housing and community development topics, therefore possibly uncovering new and pressing issues. In our research activities, a significant amount of new data will be created, addressing current and emerging problems. WES will highlight trends in affordable housing development, complexities encountered in residential rehabilitation, changing demands in community development and prospective gaps in the ability to deliver housing and economic and community development services, among other important considerations. WES will conduct an online survey of citizens and stakeholders, which will solicit input on housing and community development needs. Furthermore, WES will conduct outreach to citizens in Wyoming, being sure that everyone has an opportunity to offer their perspective and commentary on the Consolidated Plan. Hence, WES will address all components of the project requirements described herein, such as:

- Working closely with the City to refine and further develop this work plan including the Citizen Involvement Plan, Housing Market Analysis, the Housing and Homeless Needs Assessment, the Non-Housing Community Development Needs Assessment, the Strategic Plan, and populating the IDIS eCon Planning Suite data elements.



- Conducting all research and analysis, fulfilling HUD's requirements for very detailed aspects of the planning process. WES has previously prepared many Consolidated Plans using the IDIS eCon Planning Suite for many jurisdictions; consequently, WES is familiar with the limitations and operational challenges faced with the use of that particular software application.
- Holding monthly review meetings or Webinars with City staff, as well as submitting progress review memos approximately every other week from the time the project is initiated until the Draft Report for Internal Review is submitted. This ensures that the City is continuously apprised of the Consolidated Plan development process.
- Carefully coordinating the needs assessment and five-year strategies, and creating the goals and objectives, as well as any subsequent measurement criteria to align smoothly with the Annual Action Plan. This will ensure that the projects selected for funding are consistent with the Plan's priority ranking and strategic objectives.
- Providing a Draft Five-Year Consolidated Plan for internal staff review, a Draft Consolidated Plan for Public Review and a Final Report. The report will contain an Executive Summary and will also have more detailed information that addresses the plan development process and citizen participation, the socio-economic profile of the City, the housing market, and priority needs for housing, homeless and non-housing community development activities.

D. General Consolidated Plan Task Discussion

WES envisions this research project proceeding methodically, while beginning in earnest in July of 2020, a draft report for public review by October of 2020, and the final IDIS eCon Planning Suite version by December 15, 2020. This process, and the development of the Five-Year Consolidated Plan, will proceed in five phases.

Phase I starts with an Orientation Meeting Webinar to confirm our respective responsibilities, the schedule and product deliverables. During Phase I, we will also review and finalize a few pieces of information, such as the Citizen Participation Plan and the Draft 2020 Housing and Community Development Survey. WES also will receive some data from the City, such as the most recent Continuum of Care homeless count. WES will complete preparation of an Internet-based survey and submit it for final approval. This will be an invitation-based survey, distributed by the City.

Phase II represents data collection and analysis, including periodic progress review meetings via webinar with City staff. This phase will include evaluation of economic, demographic and housing information. WES also will collect and evaluate special census tabulations of data required for the Consolidated Plan. It will incorporate the required housing market analysis, needs assessments, and evaluation of in-need special populations.

Phase III incorporates the preliminary quantitative and qualitative findings from Phase II and offers them to the public at the two public input meetings. This phase incorporates the public input and begins development of the preliminary strategies and performance measurement issues associated with the Five-Year Housing and Community Development Plan.

Phase IV represents the preparation of the Five-Year Consolidated Plan, Draft for Internal Review. It incorporates the findings with internal strategy sessions, prioritizing needs and developing strategies to address the needs, along with identification of measurement criteria.

Phase V concludes the project. WES then will provide a Draft Report for Public Review, make a presentation of the Consolidated Plan before the public, and the City Council, and receive comments from the City about that draft and then submit to the City the formal Final Five-Year Consolidated Plan in Word or pdf formats, with the IDIS version of the eCon Plan ready to be

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E. Methodologic Approach

WES will conduct five methodological activities during development of the City's Five-Year Consolidated Plan development process: primary research, secondary research, quantitative analysis, qualitative analysis, and public involvement. These five key methodological actions are described below.

- *Primary Research* is defined as the creation of data that do not yet exist. In general, such activities involve using a survey instrument, whether implemented via the internet, on-site visits, exit interviews, telephone, mail, or video recording. For the work performed by WES, data are collected by asking for a response to a statement in written or spoken form. Responses can be open (i.e., "Tell me what you think") or closed (i.e., "Select one of the following choices"). For this project, WES proposes implementing an on-line survey of citizens, agencies, and stakeholders called the 2020 Housing and Community Development Survey that will be used for development of the Consolidated Plan. Through this process, we will be able to identify needs and desires of citizens and stakeholders throughout the City.
- *Secondary Research* concerns the collection of information that already exists. Simple examples include downloading data from the Census Bureau's website, local planning departments, or local building permit organizations. More complicated examples of secondary data collection are assimilation, receipt, and processing specific in-need populations. Despite the vast array of competing and sometimes contradictory data sources, WES understands how to determine which sources are reliable and which are not. WES will describe for the City each piece of secondary data needed for the Consolidated Plan, including the information that will accurately describe the current housing and the community development profile in the City.
- *Qualitative Analysis* is the evaluation of subjective data related to non-numerical values, such as opinions, feelings, beliefs, and experiences. Much of the data for this research activity will come from the 2020 Housing and Community Development Survey as well as from public meetings and other citizen engagement activities. Qualitative analysis is vital to the development of a Consolidated Plan because opinions and feelings are often addressed in terms of their relative importance to the community.
- *Quantitative Analysis* results in numbers. Through research activities such as econometric analysis and forecasting, optimization, linear programming, cost/benefit analysis, or other types of evaluations, specific values are identified. Sometimes this analysis is very simple, such as compiling household data by race. Other times it is very complicated, such as evaluating millions of individual banking records. WES is highly skilled at developing systems of analysis that can produce results in many categories. This type of analysis will be used to describe the current socio-economic context, as extracted from a variety of trusted sources.
- *Public and Agency Involvement*, or participation from both citizens and stakeholders in the City is essential for the housing and community development evaluation process to be successful, and WES is a strong proponent of such involvement. This is why we suggest the implementation of the 2020 Housing and Community Development Survey, the public input meeting, and the Consolidated Plan public review meeting. Please note that this proposal has considered the impacts of restrictions on travel due to the COVID-19 pandemic. We anticipate that these travel restrictions will continue through late September or early October 2020. Hence, all meetings prior to that will be implemented through interactive video, such as through Webinars. Following this, WES will come to the City of Wyoming twice and make up to three presentations over the two trips. The first is proposed for making a presentation before the public and stakeholders as

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well as the Work Group, with the second trip a presentation before the City Council in any venue desired by the City.

F. Consolidated Plan Tasks to be Implemented

WES will approach the Wyoming Five-Year Consolidated Plan in the following fashion:

Task 1. Housing Market Analysis. WES will characterize the status of the housing market in the City. Sources of data will include the 2010 Census, the 2018 Five-Year American Community Survey (ACS), intercensal population estimates, the 2020 Housing and Community Development Survey, building permit information, and other indicators of housing market activity. Median rents and median values will be identified and presented in geographic maps by Census tract.

- WES will report the overall supply of housing by tenure, demand, indicators of vacancy rates, housing conditions, costs, disposition of vacant housing stock, and whether the current level of the vacant housing stock seems to be increasing or decreasing, particularly that portion of the housing market that has dwelling units that are vacant but not available to the marketplace.
- WES will also determine the number of housing units that contain lower-income households and contain prospective lead-based paint hazards.
- WES will address barriers to the production of affordable housing. These tend to be the cost of housing or the incentives given to develop, maintain, or improve affordable housing, which are affected by public and private policies and actions. Much of this information will be collected through the 2020 Housing and Community Development Survey. Direct questions will be asked of prospective respondents about tax policies, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and other policies and practices that limit the production of affordable housing.

Task 2. Housing, Community, and Homeless Needs Assessment. WES will implement data collection and form an analysis that depicts housing and homeless needs.

- WES will estimate the number and type of families in need of housing assistance for several income groups and depict the data needed to determine these housing needs for the Housing Priority Needs Table, as specified by HUD, for both renters and homeowners. Data used for this task will include 2010 Census data, 2018 ACS estimates, available HUD CHAS data, and others as needed.
- WES will extract the degree of need expressed for a variety of community development needs, such as water and sewer, infrastructure, and economic development needs. These needs will be posed with other community and community development needs that the City may be facing.
- WES will inspect homeless needs as well, reporting a concise summary of the nature and extent of homelessness. These data will be drawn from available Continuum of Care documents. Both sheltered and unsheltered populations will be identified, including a description of the characteristics of this population, such as individuals and families.
- As specified in the HUD Housing Priority Needs Table, WES will provide estimates of the number of other special needs persons who are not homeless but require supporting housing. These groups tend to include the elderly and the frail elderly, persons with disabilities, persons with alcohol and drug addictions, and persons with HIV/AIDS.
- WES will extract from the Continuum of Care documentation a brief inventory of the facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing, and permanent housing needs of homeless persons.

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- WES will describe, to the extent that such information is available, the facilities and services that assist persons who are not homeless but require supportive housing.

Task 3. Facilitation of the Strategic Plan. Following submittal of progress review reports, with these containing the Housing Market Analysis, the Housing Needs Assessment, and the Community Needs Assessment, and WES will work closely with the City to prepare the Consolidated Plan Strategic Plan. This will involve preparing several policy statements; some may be new, and others may be revisions of existing policy statements. These will include the general priorities for allocating investment geographically within the City and among different activities and needs, such as for housing, infrastructure, economic development, public facilities, and human services.

- WES will address affordable housing and identify obstacles to meeting underserved needs. These data will be interpreted from both quantitative and qualitative data, including the 2020 Housing and Community Development Survey and the public comments received at the public meetings.
- WES will complete the Housing Priority Needs Table and describe how the characteristics of the housing market and the housing needs identified previously aided in establishing allocation priorities for housing. This will include a description of proposed accomplishments over the five-year time period and will be implemented through analysis of five-year ACS data, public input, and the survey.
- With respect to public housing, WES will discuss the City's activities to encourage public housing residents to become active in homeownership, and describe the manner in which the City has addressed the needs of public housing.
- WES will describe the City's strategy for helping low-income families avoid homelessness, including reaching out to homeless persons and assessing their needs, as well as addressing the emergency shelter and transitional housing needs of current homeless persons, particularly their transition to permanent and independent living. This will be drawn from Continuum of Care applications submitted to HUD. These narratives will be modified to reflect the new emphasis on housing stability taken from the HEARTH Act and the Emergency Solutions Grants program.
- WES will provide a concise summary of the priority housing needs of other special populations, such as the elderly and frail elderly, persons with disabilities, HIV/AIDS, and public housing residents.
- WES will draw from the 2020 Housing and Community Development Survey information that will aid in the development of the non-housing community development plan and identification of those needs. WES will work closely with the City to determine the long-term and short-term community development objectives that provide decent housing and a suitable living environment, as well as expand economic opportunities, principally for low-income and moderate-income persons. Input for these efforts will come from the 2020 Housing and Community Development Survey, as well as analysis of quantitative data.
- WES will include the City's anti-poverty strategy and offer a narrative associated with the institutional structure in which the Consolidated Plan was created. WES will assess the strengths and weaknesses of that structure and describe what the City can do to overcome those weaknesses. This will include statements about the coordination of the development of the Consolidated Plan with interested parties and involved agencies.

Task 4. Citizen Participation Plan and Public Involvement Activities. Several citizen participation and public engagement activities are planned.

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- WES will have reviewed and updated, as necessary, the Citizen Participation Plan. This will lay out the process which will guide the creation of the Consolidated Plan and Annual Action Plan.
- WES will build and manage the 2020 Housing and Community Development Survey. This will be an on-line survey of individuals in the housing, community development, and economic development arenas, including special needs communities, as well as all other stakeholders and interested citizens. It will include a series of questions related to housing and housing activities (such as rental rehabilitation, new construction, homeownership, etc.), and will ask respondents to indicate the degree of need for each.
- In keeping with HUD guidance, WES also proposes a public input meeting before the document is released and a public review meeting after the document is released. The purpose of these meetings is to gather perspective and commentary from the public about the needs for housing and community development activities.

Task 5. Draft Reports, Public Presentations, and Final Reports. WES will submit a Draft Report for Internal Review. These will comprise the Five-Year Consolidated Plan for Housing and Community Development.

- WES will receive any comments on the draft report, make the appropriate edits and modifications, and submit the Draft Report for Public Review. Following this, a public review process will be initiated.
- WES will make a formal presentation of the Five-Year Consolidated Plan during the 30-day public review period, at each of the two public input meetings.
- WES will receive any final comments from the City, including digital copies of any comments received, and assemble and submit the final report in Word and pdf as well as in the IDIS eCon Planning Suite.
- WES will also make, or assist in making, a presentation before the City Council about the contents of the final Consolidated Plan.

G. Proposed Work Plan for the Consolidated Plan

The following proposed Work Plan is structured in an outline format, describing details about our steps, analysis, and methods, as well as results and deliverables. The primary emphasis is to concretely document the research and development of product deliverables that accompany our proposed fixed price budget. Consequently, emphasis is placed heavily on the research activities and our respective interchange for each phase of the project.

Phase I: Orientation

1. WES will initiate organization and preparation of work quickly after execution of the contract, expected to occur no later than July 2020.
2. WES and the City will hold a Webinar to conduct an Orientation Meeting, or Meeting #1. The meeting has the following purposes:
 - a. Exchange information, discuss the content, tone, analysis methods, expectations, and schedule of deliverables.
 - b. WES will have previously emailed an agenda and a copy of the draft 2020 Housing and Community Development survey and the respective e-mail announcements of the surveys. WES anticipates receiving input about the survey at this meeting. The City will be asked to distribute the e-mail announcements to all parties. The announcements will contain the link to the survey as well as urge all participants to route the survey to any other interested parties for participation in the survey.

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- c. WES will receive a list of prospective interviewees, to conduct telephone interviews, not to exceed twenty five (25).
 - d. WES will received an enumeration of the City's portfolio of current funded CDBG services and analyze the entity that provides those services.
 - e. WES and the City will review and set tentative dates for the other progress review meetings that WES will hold with the Work Group via Webinar style meeting. These four Work Group Meetings are to be held approximately monthly via Webinar.
 - f. The fixed budget calls for two visits to Wyoming. In one, WES will assist the City staff with a presentation to the Community Development Committee and, later, another to the City Council.
3. Within three days of the Orientation Meeting, WES will submit the first progress review memo. It will document the tone and content of the meeting, as well as any understandings shared at the meeting. Progress review memos will follow approximately bi-weekly thereafter as they relate to work conducted on the Five-Year Consolidated Plan, until submittal of the Draft Consolidated Plan for internal staff review.

Phase II – Data Collection and Analysis

1. WES will receive the agency survey list and inspect and modify this list, if necessary. WES will then submit the e-mail announcement for processing. This announcement will have a link embedded in the announcement. If clicked upon, the survey respondent will be routed to the first page of the survey.
2. WES will extract pertinent other economic, demographic, and housing data from the 2010 Census, 2018 ACS, and intercensal estimates through 2019, if available.
3. WES will offer perspective on trends seen in the data. Key data elements are:
 - a. Population, and households by tenure and average household size by tenure;
 - b. Household and family income, by income range;
 - c. Percent of income spent on housing by tenure, including cost burdens;
 - d. Median rents and home values;
 - e. Rental and homeowner vacancy rates;
 - f. Total number of housing units, by type of unit;
 - g. Units with incomplete plumbing or kitchen facilities; and
 - h. Degree of overcrowding and severe overcrowding in the units.
4. WES will extract pertinent economic, demographic, racial composition, ethnicity, and age cohort data from the 2010 Census and 2018 American Community Survey (ACS). Key data elements are:
 - a. The number of households having less than 30 percent Median Family Income (MFI), 31 to 50 percent MFI, 51 to 80 percent MFI, 81 to 95 percent MFI, and all above 95 percent MFI. These data will have been adjusted for family size for Wyoming. These data will be further segregated by owner and renter households, and then by elderly, small and large renter households;
 - b. The number of persons, by race and ethnicity;
 - c. Racial and low-income concentrations;
 - d. Age cohorts of the population, with particular attention paid to the elderly and frail elderly populations;
 - e. The number of disabled persons in three age groups (5 to 15, 16 to 65, and over 65) as well as persons having certain types of disabilities;
 - f. The number of households experiencing housing cost burdens will be drawn from the number of households spending from 30 to 50 percent of their income on housing, with

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- severe cost burdens for those spending more than 50 percent of their income on housing, as expressed in the 2018 American Community Survey data.
- g. WES will identify median value of homeowner homes and average rents:
 - These values will be on two geographic maps.
 - These maps will be incorporated into the main document.
 5. WES will prepare at least five geographic maps that focus on Census tracts:
 - a. Minority racial concentrations;
 - b. Hispanic ethnicity concentrations;
 - c. Low-income concentrations;
 - d. Median gross rent; and,
 - e. Median home value.
 6. WES will begin analysis of the lead-based paint hazards, quantifying the prospective risks of rental and homeowner units within the City.
 7. WES will evaluate all returned surveys and process the database.
 8. WES will analyze the building permit data over the 2010 through 2018 period as it relates to single-family, duplexes, tri- and four-plex buildings and multifamily structures with five or more units. Value of single-family new construction will be developed over this same time period as well.
 9. WES will collect available labor force, employment, and unemployment statistics. These data will span at least the 2000 through 2018 time period, with preliminary data for 2018 appearing as monthly information, if available.
 10. WES will collect Bureau of Economic Analysis information describing full- and part-time employment over the period 1990 through 2018. This information will also include real average earnings per job, per capita income, dividends, interest, rental income, and total personal income over the same time period (available at the county level only).
 11. WES and City staff will hold Meeting #2 and discuss the status of the data collection efforts, and other matters, as necessary.

Phase III – Housing and Community Development Needs Assessment

1. WES will compile and analyze the survey.
2. WES will begin drawing inferences from all previous quantitative and qualitative analysis of data. These data are to be several types of information. Some are:
 - a. Housing market conditions;
 - b. Barriers identified by respondents to the surveys;
 - c. Perceived needs for special services for in-need populations;
 - d. Perceived needs for new and rehab housing; and
 - e. WES will develop a summary for the preliminary findings from the surveys of interested stakeholders. These findings will address degree of need for affordable housing and housing related services as well as non-housing community development activities, comprising such things as:
 - Quantitative findings presented in tabular and graphic forms,
 - Qualitative findings presented as itemized lists of expressed needs,
 - Other issues will also be identified and listed, such as expressed barriers to affordable housing, homeless services available or desirable, or how to counteract the effects of NIMBYism, and issues surrounding selected community development actions.
3. WES will begin developing the PowerPoint presentation.
4. WES will make up to a 60-minute PowerPoint presentations to be offered at two public input meetings. These meetings will also allow citizens to provide testimonial, commentary and

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perspective about housing and community development in the City. These will also be held via interactive video, or Webinar

5. Soon thereafter, WES and the City will hold a debriefing session, or teleconference as Meeting #3, following the public input meetings to discuss input, strategies, needs and prospective performance measurement approaches to be used in the Five-Year Consolidated Plan.
6. WES will then submit a progress review memo of these concepts, notions and issues, as well as all shared understandings and agreements.

Phase IV – Five-Year Housing and Community Development Strategic Plan

1. WES and the City staff will hold Meeting #4 via Webinar. The purpose of this meeting is to verify preliminary findings that will be released with the draft report, including priority needs, strategies, objectives and related issues.
 - a. WES anticipates holding this strategy session with City staff to facilitate review and assignment of priorities to identified needs.
 - b. WES will further facilitate discussion of strategic objectives and measurement criteria.
2. WES and the City will agree upon strategic objectives, goals and performance measurement criteria, which will likely become central to the five-year portion of the Plan.
3. Some discussion and agreement about tactics useful for achieving the objectives will also be addressed and reached. The topics will include:
 - a. Housing and community development needs and suggested prioritization schemes;
 - b. Strategic goals and objectives;
 - c. Other criteria to measure progress toward attainment of strategic goals;
 - d. A statement about the geographic allocation of resources;
 - e. Enhancing coordination among the City's program activities;
 - f. Reduction of barriers;
4. WES will begin preparing the Draft Consolidated Plan for internal review. The document will meet the standards established by HUD.

Phase V – Draft Report, Public Review, and Final Consolidated Plan

1. WES will incorporate all previous data, analysis, needs assessments and evaluation of strategic objectives and submit a Draft Five-Year Consolidated Plan for Internal Review.
 - a. The document will include an Executive Summary.
 - b. The Consolidated Plan will also contain a more detailed discussion of the current socio-economic context, the housing inventory, the housing market, the housing and homeless needs assessment, the non-housing community development needs assessment, the strategic plan, the Citizen Participation Plan, public comments received on the Plan, measurement criteria, and other reference data and narratives.
2. WES is to receive comments back from the City soon thereafter. WES will then prepare the Draft Five-Year Consolidated Plan for Public Review.
3. WES will make a formal presentation of the Consolidated Plan to interested stakeholders.
4. WES will receive final comments about the Five-Year Consolidated Plan from the City soon after the close the public review period.
5. WES will then come to the City of Wyoming and make a presentation, or assist the staff in making a presentation, of the Consolidated Plan to the City Council.
6. WES will then submit the Final Consolidated Plan for Housing and Community Development on or before October 31, 2020.
7. November and December will be devoted to securing local approvals, including submittal of the plan to HUD in January 2021.

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H. Property or Services Furnished by the City of Wyoming

The following items are to be provided to WES by the City:

1. E-mail list of in-need service providers, organizations, interested individuals, advocacy groups, for-profit, non-profit, and government agencies, bankers, lenders, Realtors, property managers, and other entities that provide or are interested in housing and community development services. This list is to include agencies, organizations and interested parties that may be considered stakeholders in the Consolidated Planning process. The list can be of any size and is herewith termed the "agency survey list." It will be used for gathering information for the Consolidated Plan and Analysis of Impediments. Prospective contacts for the survey should include representatives of the following groups:
 - a. Housing builders and developers;
 - b. Non-profit and agency housing providers;
 - c. Local government representatives, such as those involved with building codes, zoning, planning and related issues;
 - d. In-need service providers, such as entities providing housing services to those with mental or physical disabilities, the homeless, victims of domestic violence, farmworkers, ethnic and other advocates, and related groups;
 - e. Bankers, lenders, and mortgage brokers;
 - f. Realtors and real estate agents;
 - g. Assisted and market rate property managers;
 - h. Fair housing and low-income constituencies;
 - i. Other special interest or special in-need organizations; and
 - j. Other representatives of agencies of City of Wyoming government.
2. The City's Continuum of Care application, particularly the gap analysis for the City including the number of beds available to individuals and families as well as periodic counts of the sheltered and unsheltered homeless population, including the number of homeless adults and children living with mental illness.
3. Geospatial data depicting Census tracts with low- to moderate-income concentrations for current program guidelines. Such selected mapping layers to present employment or job centers, transportation routes and centers, public housing, housing choice vouchers, or special needs housing locations, industrial and commercial zones, areas planned for revitalization, areas of minority displacement, and related concepts that may be desired and currently existing within the City's economic development, planning or transportation departments, if available.
4. The most recent and previous CAPER and Annual Action Plan in Word digital format.
5. Three IDIS Login IDs, one for Ms. Brace, one for Mr. Keating, and another for Ms. Bennett.

The following services are to be performed by the City:

1. Selection, acquisition and coordination of all public meeting places for the public input and public review meetings. Prospective dates for these will be discussed at the Orientation Meeting.
2. Public notification of the public input or public review meetings, and related planning process notifications and public relations activities for the Consolidated Plan.
3. Collection of written public comments during the public input and public review for inclusion with the Consolidated Plan.
4. Translating any materials into other Non-English languages, other than the Spanish version of the survey, will be provided by the City.

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Property or Services Furnished by WES

WES will furnish, collect, purchase or otherwise obtain all other materials not listed in Section H, immediately above.

I. Anticipated Schedule

WES anticipates that final contract negotiation and fully executed contract documents can be completed by July, 2020. If so, WES is willing and able to initiate contract activities quickly, scheduling the Orientation Meeting very soon thereafter. The main project activities will continue to progress over the ensuing months, with completion of all tasks and delivery of the Final Consolidated Plan for public review to the City by October 15, 2020. The proposed schedule is presented below.

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Proposed Consolidated Plan Schedule by Month

A Week is Equal To "●"

Tasks	July	Aug	Sept	Oct
Project Meetings and Presentations				
Meetings/Webinars with City, public input, or presentations	●	●	●	●
Phase I – Orientation				
WES is notified of contract selection	●			
WES and City hold Orientation Meeting Webinar	●			
WES submits first progress review memo	●			
Phase II – Data Collection and Analysis				
City distributes the Internet-based survey	●			
WES collects 2010 Census and ACS data	●●			
WES continues with survey	●●			
WES collects and analyzes building permits	●●			
WES collects and analyzes BEA data	●●			
WES processes surveys	●●			
WES conducts progress review Webinar with City	●			
WES prepares preliminary analysis of data		●		
Phase III – Housing and Community Development Needs Assessment				
WES conducts progress review Webinar with City		●		
WES completes final analysis of all data		●●		
WES begins drawing inferences from all data		●●●		
WES holds two public input meetings		●		
Phase IV – Five-Year Housing and Community Development Strategic Plan				
WES begins development of the draft report		●●●		
WES assembles all data and analysis		●●●		
WES determines findings and rankings		●●●		
WES begins Draft Report for Staff Review		●		
Phase V – Draft Report, Public Review, and Final Report				
WES submits Draft Report for Staff Review		●		
City provides comments to WES		●		
WES submits Draft Con Plan for Public Review		●		
City holds 30-day public review		●●●		
WES makes a PowerPoint presentation to City Council		●		
WES received comments on Con Plan			●	
WES submits final Consolidated Plan				● II

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III. WES Proposed Project Cost

A. WES Proposed Project Cost

The following table represents the sum of all our labor categories; estimated hours, hourly rates, purchased materials, expenses incurred for business travel, cost of meetings, and other related direct costs for completion of the Wyoming Consolidated Plan. It includes all preparatory and progress review meetings, data processing, analysis of findings, development of draft and final reports, research presentations, and interagency and related coordination activities, as described herein.

WES is proposing to provide the products and services herein described on a "fixed cost" basis. This budget may be modified, if significant changes to the scope of work or contract conditions occur and are approved by both WES and the City. The Wyoming Consolidated Plan will be prepared as per the discussion presented herein for an amount not to exceed \$39,860, which will be billed monthly in equal amounts over the months of September, October, November, and December 2020, at a monthly fee of \$9,965.

Wyoming Consolidated Plan

Staff	Rate	Hours	Total
Mr. Robert M. Gaudin, Operating Partner	300	0	0
Mr. Timothy S. Gottgetreu, Director of Research	225	23	5,175
Ms. Megan A. Brace, Sr. Project Manager	185	138	25,530
Mr. Brandon C. Giatti, GIS and Data Analyst	125	14	1,750
Ms. Kristen M. Bennett, Operations Manager	110	8	880
Mr. Spencer C. Keating, Research Analyst	100	57	5,700
Clerical/Surveyors	70	0	0
Subtotal			\$39,035
Production Costs	# Units	Unit \$	
Airfare	2	100	200
Lodging	2	125	250
Meals	2	75	150
Car Rental	2	80	160
Parking	2	20	40
Printing and Binding	1	25	25
Subtotal			825
Anticipated Budget			\$39,860

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IV. Additional Proposal Forms

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CITY OF
Wyoming
MICHIGAN

ADDENDUM #1 - BID/PROPOSAL FOR
COMMUNITY DEVELOPMENT BLOCK GRANT 2021-2026 CONSOLIDATED HOUSING AND
COMMUNITY DEVELOPMENT PLAN and PY 2021-2022 ANNUAL ACTION PLAN
BID DUE: 11:00 AM; Tuesday, June 2, 2020

1. ADDENDUM #1

The City of Wyoming city hall is closed to visitors in accordance with Governor Whitmer's executive order. As such the City will be accepting bids via email.

Bids are to be submitted to the email: wyoingjune02bids@wyomingmi.gov. The bids will remain unopened in the email box until the date and time listed above at which time, they will be opened by the City Clerk's office.

It is estimated that initial tabulations of bids will be posted to the city's website within 24 hours of the bid opening. These initial tabulations will be subject to more detailed reviews of the bids for compliance with bidding requirements and other tasks.

Questions regarding the specifications or this addendum may be directed to Stephanie Brock-Knoper by email: brock-knopers@wyomingmi.gov.

The Addendum shall be part of and be incorporated into this bid/proposal.

Please complete this addendum and attach to your bid/proposal. If your bid proposal has already been submitted, email to: wyoingjune02bids@wyomingmi.gov.

Western Economic Services, LLC
COMPANY

503-239-9091 503-806-4892 rgaudin@westernes.com
BUSINESS PHONE CELL PHONE EMAIL ADDRESS (REQUIRED)

Robert M. Gaudin [Signature] 6/1/20
NAME (PLEASE PRINT) SIGNATURE (REQUIRED) DATE

BID/PROPOSAL FORM

**COMMUNITY DEVELOPMENT BLOCK GRANT 2021-2026 CONSOLIDATED PLAN
and RECOMMENDATIONS FOR PY 2021-2022 ANNUAL ACTION PLAN**

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?

If yes, list name and relationship: _____

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

YES

NO

Woman Owned Company?

Minority Owned Company?

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

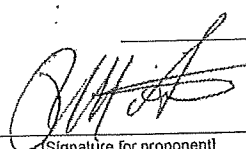
Western Economic Services, LLC

BID/PROPOSAL FORM CONTINUED

As per the specifications contained herein, provide bid pricing below:

Personnel	\$ 39,035.00
Printing/Binding	\$ 25.00
Travel	\$ 800.00
Overhead	0
Other (specify):	0
Legal Review	0
TOTAL (Not to exceed)	\$ 39,860.00

Western Economic Services LLC
[Proponent's Complete Business Name]



[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Robert M. Gaudin
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 6/1/20

212 SE 18th Ave
[Proponent's street address]

503-239-9091
[Proponent's business phone]

Portland OR 97214
[City] [State] [Zip]

503-806-4892
[Cell phone number(s) of person(s) signing for proponent]

rgaudin@weslernes.com
[E-mail address(s) of person(s) signing for proponent]

Limited Liability Company, formed in The State of Oregon
[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

CONTRACT FORM

COMMUNITY DEVELOPMENT BLOCK GRANT 2021-2026 CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT PLAN AND PY 2021-2022 ANNUAL ACTION PLAN CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the Community Development Block Grant 2021-2026 Consolidated Plan and Recommendations for PY 2021-2022 Annual Action contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of 6/2, 2020 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: Western Economic Services, LLC
LEGAL NAME OF COMPANY
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed
LIMITED LIABILITY COMPANY, formed in The State of Oregon
STREET ADDRESS
212 SE 18th Ave
CITY STATE ZIP CODE
Portland OR 97214

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

- In exchange for the consideration in and referred by this Contract, the parties agree:
1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. No terms and conditions apply other than those expressly and fully stated in the Contract Documents. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming
By: Jack A. Poll, Mayor
By: Kelli A. VandenBerg, City Clerk
Date signed:

Contractor
By: [Signature]
Signature for Contractor
Robert M. Gaudin, Operating Partner
Printed Name & Title of Person Signing
Date signed: 6/1/20

Approved as to form:
Scott G. Smith, City Attorney



07/06/20

Human Resources/LAJ

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE ACCEPTANCE OF A QUOTATION FROM
MIDWEST EMPLOYERS CASUALTY FOR EXCESS LIABILITY INSURANCE
COVERAGE FOR WORKERS' COMPENSATION

WHEREAS:

1. As detailed in the attached staff report, quotations were requested for excess liability coverage for workers' compensation.
2. The City Manager authorized the acceptance of the lone quotation received from Midwest Employers Casualty.
3. It is recommended the City Council concur with the acceptance of the quotation from Midwest Employers Casualty.
4. Funds are available in the City's workers' compensation insurance fund account number 682-000-96500-911.100.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the acceptance of a quotation from Midwest Employers Casualty for excess liability insurance coverage for workers' compensation.

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

Resolution No. _____

STAFF REPORT

Date: June 16, 2020
Subject: Excess Workers' Compensation Insurance Renewal
From: Emily Vande Griend, Human Resources Specialist
Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended the City Council concur with the acceptance of the quotation from Midwest Employers Casualty for excess liability insurance coverage.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's workers' compensation system is self-funded, and the State of Michigan requires that all self-funded systems hold excess liability insurance coverage in the case that a work-related injury or illness incurs high cost claims.

Obtaining quotes for excess insurance coverage ensures stewardship of the City's financial resources – obtaining the best price for the level of coverage the City desires. Holding coverage safeguards the City's resources if a high cost claim would occur and keeps us in compliance with state law.

DISCUSSION:

This recommendation is to request that City Council concur with the City Manager's acceptance of the quotation provided.

The following chart summarizes the responses from the companies contacted:

Midwest Employers Casualty	Quoted four coverage options
Safety National	Declined to quote
Bridge Underwriting	Did not respond
Burns & Wilcox	Declined to quote
York	Did not respond

The attached quotation from Midwest Employers Casualty includes four coverage options. Human Resources and Finance staff have reviewed the quote and recommend a two-year renewal with \$500,000 SIR. This reflects the same SIR as the City's expiring policy. The estimated premium for \$500,000 SIR for a two-year renewal is \$64,076 per year.

Although the cost for the two-year coverage option is slightly higher than the one-year renewal, the two-year annualized premium locks the City into these rates. Representatives from Lighthouse Insurance Group believe there are changes coming to the excess workers compensation insurance market, and carriers are beginning to raise rates. Because of this, it will likely be of benefit to the City lock in a two-year renewal in anticipation of market changes.

BUDGET IMPACT:

Funds for the worker's compensation excess liability insurance coverage are budgeted in the City's workers' compensation insurance fund 682-000-96500-911.100.

Workers Compensation

Location

Address
1155 28th St SW, Wyoming, MI 49509

Part 1 Workers Compensation State Information

State
MI

Part 2 Employers Liability Information

Coverage	Limit
Employers Liability	1,000,000
Self-Insured Retention	500,000
Length of Policy (Years)	1

Rating Information

State	Class Code	Categories, Duties, Classifications	Exposure	Rate
MI	5509	Street and Road Maintenance	3,026,625.03	3.51
MI	7520	Waterworks Operation	1,614,046.83	1.35
MI	7580	Sewage Disposal Plant Oper	2,139,765.24	1.08
MI	7704	Firefighters & Drivers	2,351,913.12	3.69
MI	7720	Police Officers & Drivers	7,953,722.97	1.54
MI	8395	Automobile Repair Facility	282,997.39	1.78
MI	8810	Clerical Office or Libraries	5,313,070.69	.09
MI	9015	Buildings	399,825.04	2.31
MI	9102	Park NOC-All Employees	2,417,788.09	2.00
MI	9410	Municipal Employee NOC	966,135.38	1.08
			Annual Estimated Premium	63,658

Premium Options

Coverage – 1 year	Carrier	Premium
Excess Workers Compensation \$500,000 SIR	Midwest Employers Casualty	\$ 63,658

Coverage – 2 year	Carrier	Premium
Excess Workers Compensation \$500,000 SIR	Midwest Employers Casualty	\$ 64,076 Annualized

Coverage – 1 year	Carrier	Premium
Excess Workers Compensation \$550,000 SIR	Midwest Employers Casualty	\$ 59,260

Coverage – 2 year	Carrier	Premium
Excess Workers Compensation \$550,000 SIR	Midwest Employers Casualty	\$ 59,748 Annualized

All quoted premiums are annual estimates

Your insurance policies can be delivered either by paper form or electronic flash drive
Please let us know which option you prefer

Carrier Information

Company	Best Rating	Admitted or Non Admitted
Midwest Employers Casualty	A+	Admitted

Markets Approached

Coverage	Carrier	Premium
Excess WC	Safety National c/o All Risks	Declined, can't compete
Excess WC	Bridge Underwriting	No response
Excess WC	Burns & Wilcox	Declined, no market
Excess WC	York	No response

This insurance proposal is based upon your insurance history and the information that you have provided. It is your responsibility to review each item to make sure that you have all of the coverages that you need, and that the limits of liability are appropriate.

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE 2020 BAYBERRY FARMS
CONDOMINIUM DRAINAGE IMPROVEMENT PROJECT AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On June 9, 2020, the City received two (2) bids for the proposed drainage improvements to the rear yards of Bayberry Farms Condominiums (Wineberry Lane).
2. It is recommended that the City Council award the bid to the low bidder, Katerberg Verhage, Inc. for \$45,610.
3. The total cost for this project will be financed out of the Capital Improvement Fund, but a budget amendment is necessary:

Capital Outlay Stormwater	400-441-45200-972.452
Construction	\$45,610.00
<u>Engineering & Contingencies</u>	<u>\$4,390.00</u>
 Total Project Cost	 \$50,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2020 Bayberry Farms Condominium Drainage Improvement Project to Katerberg Verhage, Inc. for \$45,610.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. 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 July 6, 2020.

 Kelli A. VandenBerg, Wyoming City Clerk

- ATTACHMENTS:
 Budget Amendment
 Staff Report
 Bid Comparison
 Contract Form

Resolution No. _____

STAFF REPORT

Date: June 24, 2020

Subject: Award of Bid for the 2020 Bayberry Farms Condominium Drainage Improvement Project

From: Peter Klooster, PE, Senior Civil Engineer

Date of Meeting: July 6, 2020

RECOMMENDATION:

It is recommended that the City Council award a bid to Katerberg Verhage, Inc. for the 2020 Bayberry Farms Condominium Drainage Improvement project.

COMMUNITY, SAFETY, STEWARDSHIP:

The purpose of this project is to restore proper surface drainage to the area and further reduce the risk of significant flooding to the condos during large rainfall events.

DISCUSSION:

Wyoming received two (2) bids for the 2020 Bayberry Farms Condominium Drainage Improvement Project. The low bid was submitted by Katerberg Verhage, Inc. in the amount of \$45,610, which is 1.3% below the engineer's estimate of \$46,215.

The rear yards of the Bayberry Farms Condominiums experienced serious flooding after significant rainfall on September 9, 2013. After the rainfall, the City contracted Fishbeck, Thompson, Carr, and Huber, Inc. to study the drainage system. This area was identified as needing improvements. The rear yards currently experience noticeable flooding during regular rainfall events caused by grading that directs drainage to a part of the storm sewer that has lower capacity. The project will restore proper surface drainage to direct flow toward a part of the system with more capacity to further reduce the risk of significant flooding to the condos in larger rainfall events.

The total project cost is \$50,000 including engineering and contingencies.

BUDGET IMPACT:

Sufficient funds are available in the Capital Improvement Fund Account No. 400-441-45200-972.452, but requires a budget amendment.

Bid Comparison

Contract ID: 2019.12
Description: drainage improvements
Location: Bayberry Farms Condo Rear Yard
Projects(s): 2019.12

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$46,215.00	1.32%	0.00%
1	(04911) Katerberg-Verhage, Inc.	\$45,610.00	0.00%	-1.30%
2	(17) QUANTUM CONSTRUCTION CO.	\$46,180.00	1.24%	-0.07%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Katerberg-Verhage, Inc.		(2) QUANTUM CONSTRUCTION CO.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$9,000.00	\$9,000.00	\$6,500.00	\$6,500.00	\$2,100.00	\$2,100.00
	MOBILIZATION								
0002	1002	4	Ea	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$750.00	\$3,000.00
	REMOVE TREES 8" TO 18"								
0003	1025	150	Syd	\$15.00	\$2,250.00	\$6.00	\$900.00	\$19.00	\$2,850.00
	REMOVE HMA SURFACE								
0004	1035	11	Syd	\$15.00	\$165.00	\$60.00	\$660.00	\$50.00	\$550.00
	REMOVE SIDEWALK								
0005	1140	1	Ea	\$200.00	\$200.00	\$250.00	\$250.00	\$250.00	\$250.00
	REMOVE AND SALVAGE EX COVER AND CASTING								
0006	3030	1	Ea	\$500.00	\$500.00	\$500.00	\$500.00	\$400.00	\$400.00
	PLACE SALVAGED COVER AND CASTING								
0007	6100	1	LSUM	\$7,500.00	\$7,500.00	\$13,500.00	\$13,500.00	\$9,700.00	\$9,700.00
	SITE GRADING								
0008	6105	15	Cyd	\$60.00	\$900.00	\$140.00	\$2,100.00	\$180.00	\$2,700.00
	MISCELLANEOUS GRAVEL								
0009	6270	100	Sft	\$10.00	\$1,000.00	\$28.00	\$2,800.00	\$27.00	\$2,700.00
	CONCRETE SIDEWALK, 4"								
0010	6295	1	Ea	\$200.00	\$200.00	\$500.00	\$500.00	\$330.00	\$330.00
	ADJUST CASTINGS								
0011	6382	40	Ton	\$100.00	\$4,000.00	\$165.00	\$6,600.00	\$270.00	\$10,800.00
	HMA MIXTURE - 36A								
0012	7005	900	Syd	\$5.00	\$4,500.00	\$7.00	\$6,300.00	\$8.50	\$7,650.00
	TOP SOIL 4" SCREENED								
0013	7015	900	Syd	\$15.00	\$13,500.00	\$3.00	\$2,700.00	\$3.00	\$2,700.00
	CLASS A SEED HYDRO-MULCH								
0014	8010	1	LSUM	\$500.00	\$500.00	\$500.00	\$500.00	\$450.00	\$450.00
	MINOR TRAFFIC CONTROL DEVICES								
Bid Totals:					\$46,215.00		\$45,610.00		\$46,180.00

CONTRACT FORM

Page 1 of 2

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for 2020 BAYBERRY FARMS CONDOMINIUM DRAINAGE IMPROVEMENT PROJECT

This Contract is made as of the Effective Date between the City and the Contractor.

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

"City" means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

"Contractor" means:

Katerberg VerHage

LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation - Michigan

FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

3717 Michigan St. NE

ADDRESS

Grand Rapids

CITY

MI

STATE

49525

ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Bid Documents.
2. City will pay the Contractor in accordance with the Bid Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

CONTRACT FORM, CONTINUED

Page 2 of 2

City and Contractor 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: _____

Approved as to form:

Scott G. Smith, City Attorney

Contractor

By: Joel Franken _____

Signature of Bidder

Joel Franken _____

Printed Name of Bidder

Project Manager _____

Title

Date signed: 6/23/2020 _____

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE 2020 SCARSDALE DRAINAGE
IMPROVEMENT PROJECT AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE THE CONTRACT

WHEREAS:

1. On June 9, 2020, the City received two (2) bids for the proposed drainage improvements to the rear yards of 5824 Scarsdale Drive and 2609 Picadilly Court.
2. It is recommended that the City Council award the bid to the low bidder, Katerberg Verhage, Inc. for \$26,620.
3. The total cost for this project will be financed out of the Capital Improvement Fund, but a budget amendment is necessary:

Capital Outlay Stormwater	400-441-45200-972.452
Construction	\$26,620.00
<u>Engineering & Contingencies</u>	<u>2,380.00</u>
 Total Project Cost	 \$29,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the 2020 Scarsdale Drainage Improvement project to Katerberg Verhage, Inc. for \$26,620.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. 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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

- ATTACHMENTS:
 Budget Amendment
 Staff Report
 Bid Comparison
 Contract Form

Resolution No. _____

STAFF REPORT

Date: June 24, 2020

Subject: Award of Bid for the 2020 Scarsdale Drainage Improvement Project

From: Peter Klooster, PE, Senior Civil Engineer

Date of Meeting: July 6, 2020

RECOMMENDATION:

It is recommended that the City Council award a bid to Katerberg Verhage, Inc. for the 2020 Scarsdale Drainage Improvement project.

COMMUNITY, SAFETY, STEWARDSHIP:

The purpose of this project is to correct a grading problem within a City easement that will reduce the risk of significant flooding to the adjacent home during large rainfall events.

DISCUSSION:

Wyoming received two (2) bids for the 2020 Scarsdale Drainage Improvement project. The low bid was submitted by Katerberg Verhage, Inc. in the amount of \$26,620, which is 4.6% below the engineer's estimate of \$27,900.

The home at 5824 Scarsdale experienced serious flooding after significant rainfall on September 9, 2013, and continues to see yard flooding during larger rainfall events. After the rainfall, the City contracted Fishbeck, Thompson, Carr, and Huber, Inc. to study the drainage system. This area was identified as needing improvements. The current condition is the result of improper yard grading at the time of construction causing the emergency overflow path to be obstructed. This project will restore a proper overflow route that will allow water to leave the rear yard before entering the home in a flood event.

The total project cost is \$29,000 including engineering and contingencies.

BUDGET IMPACT:

Sufficient funds are available in the Capital Improvement Fund Account No. 400-441-45200-972.452, but requires a budget amendment.

Bid Comparison

Contract ID: 2019.13
Description: drainage improvements
Location: Scarsdale Spillway
Projects(s): 2019.12

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$27,900.00	4.80%	0.00%
1	(04911) Katerberg-Verhage, Inc.	\$26,620.00	0.00%	-4.58%
2	(17) QUANTUM CONSTRUCTION CO.	\$37,775.00	41.90%	35.39%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Katerberg-Verhage, Inc.		(2) QUANTUM CONSTRUCTION CO.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000 MOBILIZATION	1	LSUM	\$7,000.00	\$7,000.00	\$4,750.00	\$4,750.00	\$5,500.00	\$5,500.00
0002	1002 REMOVE TREES 8" TO 18"	3	Ea	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$950.00	\$2,850.00
0003	6100 SITE GRADING	1	LSUM	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$11,250.00	\$11,250.00
0004	7005 TOP SOIL 4" SCREENED	275	Syd	\$5.00	\$1,375.00	\$7.00	\$1,925.00	\$19.50	\$5,362.50
0005	7015 CLASS A SEED HYDRO-MULCH	275	Syd	\$15.00	\$4,125.00	\$7.00	\$1,925.00	\$12.50	\$3,437.50
0006	7022 SOIL EROSION SILT FENCE	30	Ft	\$2.50	\$75.00	\$5.00	\$150.00	\$3.00	\$90.00
0007	7023 EROSION CONTROL INLET SEDIMENT TRAP	3	Ea	\$100.00	\$300.00	\$100.00	\$300.00	\$125.00	\$375.00
0008	7040 RELOCATE FENCE	90	Ft	\$40.00	\$3,600.00	\$28.00	\$2,520.00	\$65.00	\$5,850.00
0009	7125 LANDSCAPE BLOCK WALL	55	Sft	\$35.00	\$1,925.00	\$100.00	\$5,500.00	\$50.00	\$2,750.00
0010	8010 MINOR TRAFFIC CONTROL DEVICES	1	LSUM	\$500.00	\$500.00	\$500.00	\$500.00	\$310.00	\$310.00
Bid Totals:					\$27,900.00		\$26,620.00		\$37,775.00

CONTRACT FORM

Page 1 of 2

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for 2020 SCARSDALE DRAINAGE IMPROVEMENT PROJECT

This Contract is made as of the Effective Date between the City and the Contractor.

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

"City" means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

"Contractor" means:

Katerberg VerHage
 LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation - Michigan

FORM OF BUSINESS and STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

3717 Michigan St. NE
 ADDRESS

<u>Grand Rapids</u>	<u>MI</u>	<u>49525</u>
CITY	STATE	ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Bid Documents.
2. City will pay the Contractor in accordance with the Bid Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

CONTRACT FORM, CONTINUED

Page 2 of 2

City and Contractor 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: _____

Approved as to form:

Scott G. Smith, City Attorney

Contractor

By: Joel Franken
Signature of Bidder

Joel Franken
Printed Name of Bidder

Project Manager
Title

Date signed: 6/23/2020

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM STORE FRONTS, INC.
TO FURNISH AND INSTALL SAFETY GLASS AT CITY HALL

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a proposal from Store Fronts, Inc. for the purchase and installation of safety glass at all City Hall main floor service counters in the total estimated amount of \$15,095.
2. Funds for the purchase will require the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Store Fronts, Inc. to furnish and install safety glass at City Hall.
2. The City Council does hereby approve the attached budget amendment.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Professional Services Contract

Proposal

Resolution No. _____

STAFF REPORT

Date: June 25, 2020
Subject: Furnish and Installation of Safety Glass
From: Heather Kubiak, Risk Control Supervisor
Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended that City Council approve the purchase and installation of safety glass at all City Hall main floor service counters. A proposal was requested and received from Store Fronts, Inc. in the amount of \$15,095.

COMMUNITY, SAFETY, STEWARDSHIP:

Installation of safety glass at the City Hall front service counters reduces the health, safety, and security risk to our employees and citizens while still providing excellent service and in person first-point contact to residents and visitors.

DISCUSSION:

Originally, there was discussion about bringing in a design build company, however time is of the essence as we enter tax and election season, and as such we requested a proposal from Store Fronts, Inc. who completed the installation at the Court. There is an immediate need to provide sneeze and cough guard protection to the service areas at City Hall with the increased amount of traffic.

The City originally purchased guards that has provided some protection to our employees, however with the nature of the Covid-19 virus these guards have proven to be less effective than needed. The Court used Store Fronts, Inc. to furnish and install safety glass at the upstairs service area (see attached photos), providing a safe and secure service counter. This application at the Court was very cost effective and is still customer friendly. Store Fronts, Inc. has provided a proposal to install safety glass at all main floor service counters in City Hall in the amount of \$15,095. Approving this purchase will further prepare City Hall to open for full service.

The current sneeze guards will be utilized in other City departments with less traffic, such as the Senior Center and Utility Plant lobbies.

BUDGET IMPACT:

This is an unplanned expense due to Covid-19 and a budget amendment will be required transferring money from fund balance to a facilities capital outlay account number 101-267-26700-975.000. We will apply for grant reimbursement for this project.

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: June 22, 2020

"Professional" means: Store Fronts Inc
[Name of professional entity]

A S-Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]

2900 Sanford
[Professional's street address]

Grandville MI 49418
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: glass & glazing
[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

[Professional's name]
By: Jim McClellan
[Signature officer, director or principal of Professional]
Jim McClellan, President
[Typed/Printed Name & Title of Person Signing for Professional]
Date signed: 6-29, 2020

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 Contractor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions 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. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - 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.

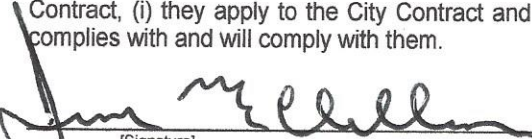
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 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.


[Signature]

Jim McClellan, President
[Printed Name and Title of Person Signing]

Store Fronts Inc.
[Printed Name of Professional]

Date signed: 6-29-2020

Exhibit B
Proposal

PROPOSAL ACCEPTANCE

DOCUMENT NUMBER
6163
 DATE OF PLANS

SUBMITTED TO
 City of Wyoming

DATE
 6/22/2020

STREET

JOB NAME
 City Hall

CITY, STATE
 ZIP CODE

JOB LOCATION
 1155 28th St. Wyoming, MI

PHONE

FAX

PROJECT DIRECTOR

Heather Kubiak

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

FOR THE SUM OF \$15,095.00 STORE FRONTS, INC. PROPOSES TO FURNISH & INSTALL:

Glass at Countertops (6)

Glass is 1/2" Clear Tempered Safety Glass

Includes Pass Through Slots and Speakhole in Glass.

See Drawings

Price Includes Material and Labor

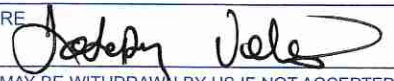
WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF

Fifteen Thousand Ninety-Five 00/100

DOLLARS (\$) \$15,095.00

PAYMENT TO BE MADE AS FOLLOWS
 Net 30

Our workers are fully covered by Workman's Compensation insurance.
 See page two for standard conditions of this proposal.

AUTHORIZED SIGNATURE 
 NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED
 WITHIN 30 DAYS

ACCEPTANCE OF PROPOSAL

I agree to the prices, specifications, terms and conditions as stated on page one and two of this proposal. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

SIGNATURE

SIGNATURE

STANDARD CONDITIONS OF THIS PROPOSAL

All items and provisions of the conditions, as set forth below, shall be agreed to and accepted as being part of this proposal.

1. All material is warranted to be as specified.
2. All work is to be completed according to this proposal and in a workmanlike manner. There are no warranties of merchantability, and there are no warranties which extend beyond the description contained in this proposal.
3. Store Fronts, Incorporated will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of environmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
4. Extra work not included in this proposal will be preformed only upon written order by the customer or by his authorized representative.
5. Work contracted under the terms of this proposal is subject to and includes applicable state sales tax, if a valid sales tax exemption certificate is not provided by the customer.
6. Store Fronts, Incorporated will not proceed with the work as specified in this proposal until satisfied of the customer's ability and intent to pay according to the terms outlined herein.
7. PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES. Invoices issued per periodic progress estimates for work completed to date. If prompt payment is not received, Store Fronts, Incorporated will suspend work in progress.
8. Nothing herein contained shall be construed as a waiver of modification of Store Fronts, Incorporated's statutory lien rights, which lien rights Store Fronts, Incorporated will exercise if payment by customer is not promptly made.
9. A SERVICE CHARGE OF 1 1/2 PERCENT PER MONTH, which is an annual percentage rate of Eighteen percent (18%) per annum, will be made on all account balances not paid within 30 days of invoice date, together with costs of collection and attorney fees.
10. Customer agrees to defend, indemnify, and hold harmless Store Fronts, Incorporated, its officers and employees from any claim arising from any violation of any environmental law, regulation, or policy.
11. Store Fronts, Incorporated retains a security interest in all materials provided by Store Fronts, Incorporated until paid in full and further reserves the right to repossess any or all materials if all account balances are not paid in full within 90 days of invoice date.



CREDIT CARD PAYMENTS

RECEIPT

RECEIPT

RECEIPT



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
WATCHGUARD FIREWALLS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of WatchGuard firewalls from SHI in the total amount of \$15,662.84.
2. Funds are available in various departmental accounts and will be charged to the appropriate account at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of WatchGuard firewalls from SHI in the total amount of \$15,662.84.

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 July 6, 2020.

ATTACHMENTS:

Staff Report
Proposal

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 25, 2020
Subject: City of Wyoming / Firewall Maintenance Agreements
From: Pat Firestone, Director of Information Technology
Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended that Council authorize the purchase of a renewal for a software and maintenance agreement for City firewalls.

COMMUNITY, SAFETY, STEWARDSHIP:

The network servicing all City facilities and their interconnections are protected by firewalls, which serve as security gateways. The City of Wyoming Information Technology department relies heavily on firewall technology to keep data networks secure and safe, protecting citizens and employees.

DISCUSSION:

On March 19, 2018, Council authorized the purchase of five new firewalls for the City. These firewalls require periodic software upgrades and coverage against replacement. With two additional existing firewalls, this purchase co-terms all the firewalls to the same renewal date for improved administration, until December 26, 2021. Quotes were received from SHI, CDW-G, Watchguard, GovConnection, and Zones. SHI submitted the lowest cost, at \$15,662.84.

BUDGET IMPACT:

Adequate funding is available in General, Water Utility, and Sewer Utility funds in accounts as follows:

General Fund/IT: 101-258-25800-806.000

Utilities/CWP: 590-590-54300-806.000

Utilities/WTP: 591-591-55300-806.000 and 591-591-55900-806.000



Pricing Proposal
 Quotation #: 18960055
 Created On: 6/2/2020
 Valid Until: 6/30/2020

City of Wyoming

Lisa Sunday

M
 United States
 Phone: (616) 249-3424
 Fax:
 Email: sundayl@wyomingmi.gov

Inside Account Manager

Steve Adamcsik

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-584-8457
 Fax:
 Email: Steve_Adamcsik@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WATCHGUARD PRORATE RNWL INCLUDE QUOTE ID WatchGuard Technologies - Part#: WGBULKCRT Contract Name: Open Market Contract #: Open Market Coverage Term: - 12/25/2021	20609	\$0.76	\$15,662.84
		Total	\$15,662.84

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

SHI Online Customer Resale Terms and Conditions

Unless a resale agreement currently exists between Reseller and Customer, these terms (the "Terms") shall constitute the entire understanding between SHI International Corp. ("Reseller") and the firm ("Customer") ordering the software, hardware, or third party services ("Products") under the ordering document ("Order"). Issuance of an Order shall be deemed Customer's acceptance of these terms. If a resale agreement currently exists between Reseller and Customer, the Order shall be subject to the terms and conditions of that resale agreement in lieu of these Terms.

1. Terms of Payment

The invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net thirty days after Customer's receipt of a valid invoice at the remit-to address referenced in the Order ("Payment Due Date"). Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify Reseller of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be paid within ten days after resolution of the reason for rejection ("Resolution Payment Due Date"). Customer will pay any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. When Reseller is authorized to collect such taxes they will be separately stated on Reseller's invoices and reported and paid to appropriate governmental authorities by Reseller. Reseller shall charge interest at the rate of 1.5% per month (or the maximum rate that as is permitted by applicable laws, if less) from the Payment Due Date or Resolution Due Date, as the case may be, to the date payment is received by Reseller.

2. Shipping

Products shipped to Customer's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable PO number, recipient's name and if applicable, building and room number. Shipment terms are FOB Destination, freight pre-paid and added.

3. Returns

Product returns are subject to Reseller's return policy, which is found at www.shi.com/returnpolicy.

4. Warranty

Reseller warrants that Reseller will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product described in the PO and has all rights, approvals, and/or authorizations necessary to provide the Products. Reseller is a value added reseller ("VAR") of Product, not the original equipment manufacturer or licensor ("OEM"), and therefore disclaims any warranty responsibility regarding Product provided under this Order. Reseller shall forward the end user warranties to Customer which are provided to Reseller from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties. Reseller is not a party to any warranty terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product. EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

5. Software License

Software Products resold under this Order, as well as related maintenance or support services, will be governed by either the license agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard license and support agreements, which Reseller shall forward to Customer at the time of delivery of the Products, when provided to Reseller by the OEM. Reseller is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

6. Product Indemnification

As a Value Added Reseller of Products and third party services, Reseller disclaims any indemnification responsibility regarding Product provided under the Order. Customer agrees to look solely to the OEM for satisfaction of any and all indemnification claims related to that OEM's Product.

7. Limitation of liability

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RESELLER UNDER THIS

AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT RESELLER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

8. Cancellation

Provided the Order or some part thereof has not been designated "non-cancellable" or "non-returnable" by Reseller, Customer shall have the right to cancel or postpone, in whole or in part, the Order, without penalty, provided that notice of such cancellation or postponement is received by Reseller prior to shipment of the ordered Products. If Customer cancels the Order following shipment of the Products but prior to delivery, Customer shall pay all freight and handling charges for shipment and return shipment of such Products to Reseller. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM associated with cancellation.

9. Assignment

Neither party may assign, subcontract, or transfer the Order, or any part thereof, without the other party's prior written consent, and any such assignment or transfer without such consent shall be null and void.

10. Force Majeure

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Reseller or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Reseller shall notify Customer promptly of any such delay and shall specify the effect on the Product as soon as practical.

11. No Waiver

Any failure by either party to insist upon observance or performance by the other of the provisions of these Terms shall not be deemed a "course of dealing" waiver of any such provision or a waiver of the right of the parties to enforce any and all provisions in the future.

12. No Severance

Should any of these Terms be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these Terms and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions the Order.

13. Governing Laws

These Terms and the applicable Order, and any claims or disputes arising out of or relating thereto shall be governed by the laws of State of New Jersey, USA, without regard to: (i) conflict of law principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; and (iii) the Uniform Computer Information Transactions Act ("UCITA"). The parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of New Jersey, USA in connection with any dispute or other matter arising out of these Terms or the Orders.

14. Exportation

Export of Products by Customer is subject to applicable US export regulations and Customer shall be solely responsible for compliance thereof.

15. Entire Agreement

These Terms shall constitute the entire agreement between the parties with respect to the subject matter of the Orders. These Terms and any Order shall not be modified or rescinded, except by a writing signed by Reseller and Customer. These Terms supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of these Terms. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to these Terms and the Order.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
FLEET REPLACEMENT VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of twenty fleet replacement vehicles from Signature Ford in the total amount of \$692,265 using the Macomb County bid.
2. It is recommended the City Council authorize the purchase of one vehicle from Fox Ford in the amount of \$137,990 using the Ford National Municipal Purchasing Program.
3. It is recommended the City Council authorize the purchase of five lawn mowers from Spartan Distributors in the total amount of \$219,879.12 using the National Intergovernmental Purchasing Alliance (NIPA) contract.
4. It is recommended the City Council authorize the purchase of one bucket truck from Altech the amount of \$145,252 and one leaf vacuum from Bell Equipment in the amount of \$39,900 using the State of Michigan MiDeal contract.
5. Funds for the purchase are budgeted in the Motor Pool Capital Outlay account numbers 662-441-58500-985.000 and 662-441-58500-987.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of twenty fleet replacement vehicles from Signature Ford using the Macomb County bid.
2. The City Council does hereby authorize the purchase of one vehicle from Fox Ford using the Ford National Municipal Purchasing Program.
3. The City Council does hereby authorize the purchase of five lawn mowers from Spartan Distributors using the NIPA contract.
4. The City Council does hereby authorize the purchase of one bucket truck from Altech and one leaf vacuum from Bell Equipment using the State of Michigan MiDeal contract.
5. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 29, 2020
Subject: Fleet Replacement Vehicles and Equipment 2021 Fiscal Year
From: Ted Seil, Fleet Supervisor
Meeting Date: July 6, 2020

RECOMMENDATIONS:

It is recommended that the City Council authorize the purchase of twenty fleet replacement vehicles to Signature Ford using Macomb Contract #71-15-A.6, one vehicle to Fox Ford using Ford National Municipal Purchasing Program, five lawn mowers from Spartan Distributors using National Intergovernmental Purchasing Alliance (NIPA) contract #2017025, one bucket truck from Altech under MiDeal contract #071B7700167, and one leaf vacuum from Bell Equipment using MiDeal contract #071B7700091.

COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of equipment and vehicles will allow the City to continue to provide high quality service to all residents of the community. The replacement equipment and vehicles meet the latest environmental Tier 4 requirements and emission standards reducing the impact of emissions on the environment and decreasing fuel consumption. Utilizing cooperative purchasing agreements saves staff time and expense.

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements when possible to purchase vehicles and equipment. It is recommended that twenty vehicles be purchased through Signature Ford on the Macomb County Contract #71-15-A.6 in the amount of \$692,265.00. It is recommended one vehicle be purchased from Fox Ford using Ford National Municipal Purchasing Program in the amount \$137,990.00. We also recommend the purchase of five lawn mowers from Spartan Distributors using NIPA contract #2017025 in the amount of \$219,879.12, one bucket truck from Altech using the State of Michigan MiDeal contract #017B7700167 in the amount of \$145,252.00, and one leaf vacuum from Bell Equipment on the State of Michigan MiDeal contract #071B7700091 in the amount of \$39,900.00.

All of the City vehicles and equipment have a life expectancy based on time, hours or mileage. These vehicles have reached that point. Each year during budget development staff evaluate fleet vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding the replacement of equipment. The replacement equipment is listed in this report.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool Capital Outlay account numbers 662-441-58500-985.000 and 662-441-58500-987.000.

2020-2021 Fleet Services Depreciation Reserve Summary Vehicles

Replacement Vehicle	In Service Date	Miles / Hours at Replacement	Reason For Replacement	Purchase Price	Vendor
Cars					
112-002	9/25/2013	50,965	Years	21,012.00	Signature Ford
113-002	9/25/2013	41,317	Years	21,012.00	Signature Ford
114-002	9/25/2013	39,582	Years	21,012.00	Signature Ford
115-002	9/25/2013	20,162	Years	21,012.00	Signature Ford
192-002	1/10/2011	85,354	Miles / Years	28,316.00	Signature Ford
Pick Up Trucks					
F-84-1	3/5/2013	84,764	Years	38,907.00	Signature Ford
271-002	7/25/2011	99,253	Years	45,477.00	Signature Ford
321-002	1/14/2013	42,637	Years	34,840.00	Signature Ford
322-002	1/14/2013	56,078	Years	34,840.00	Signature Ford
323-002	1/14/2013	75,579	Years	34,840.00	Signature Ford
283-002	10/1/2013	49,507	Years	29,307.00	Signature Ford
308-002	6/12/2013	27,143	Years	25,753.00	Signature Ford
Police Cruisers					
002-002	8/17/2015	96,593	Years / Miles	39,304.00	Signature Ford
016-001	4/1/2019		Total Loss	39,304.00	Signature Ford
022-003	7/26/2016	80,500	Years / Miles	39,304.00	Signature Ford
027-003	7/25/2016	75,500	Years / Miles	39,304.00	Signature Ford
052-003	4/15/2015	113,500	Years / Miles	39,304.00	Signature Ford
053-003	3/11/2015	120,500	Years / Miles	39,304.00	Signature Ford
087-003	5/13/15	105,500	Years /Miles	39,304.00	Signature Ford
Lawn Mowers					
784-002	2/4/2013	1031	Hours / Years	18,439.56	Spartan Distributors
785-002	9/9/2013	1488	Hours / Years	61,000.00	Spartan Distributors
786-002	9/26/2012	2869	Hours / Years	61,000.00	Spartan Distributors
787-002	9/27/2012	1956	Hours / Years	61,000.00	Spartan Distributors
794-002	9/30/2013	1381	Hours / Years	18,439.56	Spartan Distributors
Bucket Truck					
606-002	7/7/2009	3628 / 50,250	Years / Hours	145,252.00	Alltech
Leaf Vacuum					
695-001	8/1/2000	1528	Years / Hours	39,900	Bell Equipment
Medium Duty Truck					
618-003	6/25/2009	7,253 / 55,400	Years / Hours	137,990.00	Fox Ford
349-002	7/21/2009	48,331	Years	60,809.00	Signature Ford
Total				1,235,286.12	

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PREIN & NEWHOF TO PERFORM
CONSTRUCTION OVERSIGHT SERVICES FOR THE BURLINGAME WATER STORAGE
TANKS AND PUMP STATION CONSTRUCTION AND TO AUTHORIZE THE MAYOR
AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a proposal from Prein & Newhof to perform construction oversight services for the Burlingame water storage tanks and pump station construction.
2. It is recommended the City Council authorize the Mayor and City Clerk to execute the contract.
3. Funds are budgeted in Water Plant Capital Outlay Budget account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Prein & Newhof to perform construction oversight services for the Burlingame water storage tanks and pump station construction.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal
Contract

Resolution No. _____

STAFF REPORT

Date: June 29, 2020

Subject: Burlingame Station Rehab Project Construction Oversight Services

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended the City Council authorize the acceptance of a contract with Prein & Newhof and their subcontractors, Dixon Engineering and Century AE, to perform construction oversight services for the Burlingame water storage tanks and the pump station construction at a cost of \$338,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The performance of construction oversight for compliance with the design drawings provides the City with assurances of the best project outcome minimizing the need for product changes or project change orders.

DISCUSSION:

In November of 2018, Council approved Prein & Newhof as the design engineer (through bidding) for the Burlingame Pumping Station and Ground Storage Tanks project. The project includes rehabilitation and protective coating of the ground storage tanks, along with the razing of the existing pump station and design and construction of the replacement pump station. The design is complete and prepared for construction bidding. An important part of the construction phase is oversight to ensure the work is proper, correct, and remains on schedule. However, this component of the project was not included in the original contract with P&N because at the time it wasn't certain whether or what we would be constructing.

Prein & Newhof has partnered with Dixon engineering as the design engineer that performed the tank inspections and developed the specifications for the water tank repair and protective coating application. They also partnered with Century AE as the design engineer for the electrical aspects of the building and the control system input/output panels. Both Dixon and Century AE will be subcontractors to Prein & Newhof for the construction services as well.

It was the original intent of this project to have the design engineers and consultants receive the contractor equipment submittals to ensure the project equipment and construction techniques are consistent with the project design and specifications. It is proposed that Prein & Newhof will spend 1,586 hours, Dixon Engineering will spend 920 hours, and Century AE will spend 224 hours on these construction oversight activities.

BUDGET IMPACT:

The cost of the construction services oversight by Prein & Newhof and their subcontractors, Dixon Engineering and Century AE, is a total of \$338,000.00. These services are budgeted in the Water Plant Capital Outlay Budget 591-591-57300-986.444.

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: _____, 20__.

"Professional" means: Prein&Newhof
[Name of professional entity]

A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]

3355 Evergreen Drive NE
[Professional's street address]

Grand Rapids, Michigan 49525
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Construction Engineering Services for replacement of the Burlingame Pump
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]
Station and rehabilitation of the Burlingame ground storage tanks.

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:
None

[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

Prein&Newhof

[Professional's name]
By: _____
[Signature officer, director or principal of Professional]

[Typed/Printed Name & Title of Person Signing for Professional]
Date signed: June 29, 2020

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 Contractor 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions 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. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - 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.

[Signature]

Mark Prein, Vice President

[Printed Name and Title of Person Signing]

Prein&Newhof

[Printed Name of Professional]

Date signed: 6/29/2020

**Exhibit B
Proposal**

June 16, 2020

Mr. Robert Veneklasen
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

RE: Construction Engineering
Burlingame Pumping Station and Ground Storage Tanks Rehabilitation

Dear Mr. Veneklasen:

The Burlingame Pumping Station and Ground Storage Tanks rehabilitation project has been developed as two construction contracts. The tank rehabilitation has been designed, bid and is now in construction. The pump station has been designed, is ready for bidding and will commence construction shortly after bidding. The City of Wyoming previously approved design engineering through bidding for the project.

Project construction engineering is now needed to confirm construction is completed in general conformance with the contract documents. Due to the specialty nature of the work, we are proposing to partner with Dixon Engineering and Century AE to meet your needs. This is the same team that has developed your construction documents.

The proposal is based on the anticipated project scope and contract required construction schedules for both contracts. Based on the project's final scope, we anticipate tank rehabilitation construction engineering services will be needed for a 24-week period and the booster station will require nearly 52-weeks. The following summarizes the anticipated scope of work.

Construction Engineering

Proposed Construction Engineering services include:

- Lead preconstruction and monthly progress meetings
- Contract Administration including coordination with City (52 weeks total)
- Review Contractor's shop drawings / submittals
- Respond to Contractor's requests for information
- Full-time ground storage tank rehabilitation observation (Dixon Proposal)
- Full-time underground construction observation (3 weeks at 50 hrs./week)
- Part-time building construction observation (42 weeks at 9 hrs./week ave.)
- Construction Staking
- Preparation of monthly contractor pay estimates and change orders
- System start-up assistance (4 days)
- Walk-through and prepare preliminary and final punch list
- Complete final closeout documentation including record drawings

Mr. Veneklasen
June 16, 2020
Page 2

Fees for Services

Based on the assumptions noted above, we propose to perform these services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed price of \$338,000. The fee estimate is based on administering and observing both contracts concurrently with the approximate contract breakdown as follows:

Tank Rehabilitation Construction Engineering	\$130,000
<u>Booster Station Construction Engineering</u>	<u>\$208,000</u>
Total	\$338,000

Should additional services be requested by you or required by conditions encountered, we would contact you and obtain your authorization prior to performing such services. We propose that the work be added by change order to the existing agreement.

Thank you for the opportunity to provide you with this proposal. Please contact me if you have any questions.

Sincerely,
Prein&Newhof



Mark R. Prein, P.E.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM TETRA TECH OF MICHIGAN, PC
TO PERFORM SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
SYSTEM UPGRADES AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a proposal from Tetra Tech of Michigan, PC to perform supervisory control and data acquisition (SCADA) system upgrades at the Water Treatment Plant in the total amount of \$556,600 plus a 10% contingency.
2. Funds are budgeted in the Water Plant Capital Improvements budget account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Tetra Tech of Michigan, PC to perform supervisory control and data acquisition (SCADA) system upgrades.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposal

Resolution No. _____

STAFF REPORT

Date: June 17, 2020

Subject: Water Plant SCADA Upgrades

From: Robert Veneklasen, Water Plant Superintendent

Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended the City Council accept the proposal from Tetra Tech to perform Supervisory Control and Data Acquisition (SCADA) system upgrades at the Water Treatment Plant plus a 10% contingency and authorize the Mayor and City Clerk to sign the attached proposal agreement. The total cost of the work and contingency is \$556,600.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The SCADA system is the “brain” of modern water treatment plants, allowing skilled staff the oversight, control, and ability to act that they need in order to ensure a safe and abundant supply of drinking water for the City and its wholesale customers. It must also function as a layer of security that prevents malicious actors from hacking in and taking control of our water system. Its proper upkeep and modernization enable the engineering miracle of pressurized, potable water delivered daily to 230,000 people to continue uninterrupted.

DISCUSSION:

The water plant SCADA system is a proprietary software system that continuously monitors thousands of processes and control parameters, gathers and stores hundreds of thousands of data points daily, and calls the licensed plant operator’s attention to any disruptions, alarms, or other issues. Should the system detect a problem in either the treatment process or the distribution system it triggers an alarm for the plant operator, who can then take the best action. The software is custom-programmed and a human-machine interface (HMI) is configured to allow the plant operators to respond to it. The proprietary name of our SCADA software is WonderWare.

The Wonderware software works within the Microsoft Windows Server platform. Working with our Information Technology department, we determined in April of 2019 that our current version of Microsoft Windows Server platform would not support the latest SCADA software. Our IT colleagues have made the necessary upgrades to our server platform, so we are now ready to proceed with the SCADA upgrade itself.

This project includes two components in addition to the WonderWare software – programmable logic controllers (PLC’s) and “thin client” computers. A PLC is a programmable device that receives informational input and then takes some action, like turning a pump on or off, for example. The PLC’s will be installed by a subcontractor to Tetra Tech, West Michigan Instrumentation, who have worked on our system and performed PLC work for the City for many years.

The thin clients are small, simple computers that are used wherever there is a SCADA station around the plant. The City's IT Department will be purchasing the replacement thin clients and assisting with their installation as part of the project, which is why we are including a 10% contingency. By purchasing the thin client computers ourselves, we avoid paying sales tax on them.

Tetra Tech is the original designer of our SCADA system. Their familiarity with our plant, existing SCADA system, and the PLC "ladder logic" configuration of our current system makes them a logical and cost-effective choice to perform this work. We therefore did not solicit proposals from other providers for this project, as the learning curve would be inefficiently steep. We have gotten great service from Tetra Tech over the years.

BUDGET IMPACT:

The cost of the project from Tetra Tech is \$506,000. Including a 10% contingency for the purchase of thin client devices brings a total not-to-exceed cost of \$556,600.00. This project has been planned and budgeted in the Water Plant Capital Improvements budget – 591-591-57300-986.444.



June 15, 2020

Transmitted Electronically

Mr. Bob Veneklasen
Superintendent
Wyoming Water Treatment Plant
16700 New Holland
Holland, MI 49424

Re: City of Wyoming SCADA System Upgrades 2020/2021 Proposal

Dear Mr. Veneklasen:

Thank you for the opportunity to provide this proposal to assist the City of Wyoming with upgrading the Water Treatment Plant (WTP) Supervisory Control and Data Acquisition (SCADA) system.

The tasks detailed within this proposal will upgrade the WTP Human Machine Interface (HMI) software to the latest version, upgrade obsoleted programmable logic controllers (PLC's) on twelve of the WTP filters, upgrade the control logic of the WTP remaining non-manufactures PLC's to unify the programming logic using one standard, upgrade the Gezon station control logic to utilize the latest programming standards and upgrades to the twelve GE Multilin High Service Pump protective motor relays to provide enhanced monitoring of critical motor operation and efficiency statistics.

Below is a planned approach for completing the upgrades over an approximate 18-month period.

Background

The City's existing Wonderware System Platform HMI application is the result of a phased development that occurred during the plant expansion projects in the early 2000's leaving the application with a mixed Wonderware InTouch/Wonderware System Platform control system display arrangement. The current system also utilizes Wonderware's legacy version 4.x DA Drivers to communicate to the City's plant and remote PLC's. In an effort to upgrade the current system to the latest release of System Platform, the City (and Tetra Tech) found that the legacy DA communication drivers would not work with the new Wonderware System Platform release. The City currently cannot upgrade PLC's until this issue is rectified.

While reviewing the current and upgraded System Platform applications Tetra Tech identified areas of improvement that would benefit the City's operation and maintenance of the control

Tetra Tech

710 Avis Drive, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.665.2570 www.tetrattech.com

system. This plan couples upgrades of the Wonderware System Platform and related DA drivers with upgrades to several PLC's that are still operating with legacy application logic and the High Service Pump Multilin protective relays upgrades that will provide enhanced efficiency monitoring.

System Platform Upgrades

This task will primarily be focused on getting your system up and running on the new System Platform version (2017 or 2020), while implementing best practices that will improve system performance and stability. While these tasks will not be visible to the operators, they will position the system to be more robust, increase system stability, and be secure for future operation. The City has already purchased the majority of physical server hardware and is ready to virtualize the new system to provide the ability to run the new system in parallel with the existing system, thus allowing side-by-side systems running until being fully debugged then migrating off the old system and onto the new system.

System Platform Upgrade Tasks:

1.1. Develop Equipment Bill of Material (BOM)

Develop a BOM for the terminal computing equipment (thin clients) along with portable iPad devices, and ACP ThinManager software. In addition, inventory Wonderware licensing needs.

1.2. Configure Object Servers

Create new IO Servers (IOS) in the new System Platform architecture. Move all OI communication off the Application Object Servers (AOS). Creating new servers for the IO will stabilize communication and allow for smoother, more reliable redundancy and failover.

1.3. Install new Thin Clients and ACP Thin Manager

Configure and install new thin clients (and display monitors) on to the new System Platform system.

1.4. Transition HMI Operation on to the new System

Deploy the new System Platform 2020 Galaxy and migrate to the new system.

1.5. Assist the City with Onsite Equipment Deployment

Assist the City with deploying the new terminal clients and configuration of the upgrade Thin-Manager software.

Onsite ThinManager and computing hardware deployment is assumed to occur in one 1-week onsite visit. Remaining software startup will be performed via electronic connection.

Filter Control Upgrades

This task will upgrade the existing twelve filter control panel PLC control logic with the latest programming standards which includes updated PLC logic using the latest Add-on-instruction (AOI) logic standards developed in the WTP 1B upgrade project. In addition, the System Platform graphics will be updated to match the controls logic. Tetra Tech has included subcontracted services to replace the existing SLC 5/05 controllers that are soon to be obsoleted with newer CompactLogix L33ER controllers. This work will be completed by West Michigan Instrumentation the same company that build the existing filter control panels. Along with the upgrades the existing control panel as-built drawings will be updated to reflect the new PLC equipment.

Filter Control Upgrade Tasks:

1.6. Design Drawing Markup

In preparation for the filter PLC upgrades Tetra Tech will produce a single markup drawing depicting the demolition of the existing SLC 5/05 PLC and replacement with a CompactLogix L33ER controller matching the newer filter controls.

1.7. Filter Upgrade Programming

Filter 1-12 PLC logic will be rewritten using the City of Wyoming Logix 5000 type standards used on the newer plant filters. This includes reprogramming the filter Master Controller PLC which handles all the communication between the filters.

1.8. Reprogram System Platform Filter Displays

Develop new System Platform displays and modify the existing “mixed” displays so the filter controls have a consistent look and feel. Displays will be programmed to be nearly identical to the existing project 1B filter displays.

1.9. Subcontracted Services

Tetra Tech will subcontract the procurement and installation of the new CompactLogix PLC’s within the existing twelve filter cabinets to West Michigan Instrumentation (WMI). This work is assumed to occur during the fall months of 2021. As part of their work WMI will update the existing as-built filter control panel drawings.

1.10. Onsite Startup

Provide onsite startup of the reprogrammed filter software and oversee the installation of the new PLC equipment by WMI.

Onsite filter startup is budgeted to occur during three 1-week startup periods with four filters being upgraded during the one-week period, placed back into service then moving onto the next set of four filters until all twelve filters are upgraded.

WTP PLC Logic/Graphics Upgrades

This task will upgrade the existing PLC control logic with the latest programming standards which includes updated PLC logic using the latest Add-on-instruction (AOI) logic standards developed in the WTP 1B upgrade project. In addition, the System Platform graphics will be updated to match and integrate with the new control logic.

WTP PLC/HMI Upgrades Tasks:

1.11. Upgrade Low Service PLC and HMI Graphics

Upgrade the existing ControlLogix PLC logic by replacement of the existing PLC logic with the latest Wyoming standards. Update the existing low service HMI graphics to utilize the latest Wyoming System Platform HMI standards.

1.12. Upgrade Generator (GEN) PLC and HMI Graphics

Upgrade the existing ControlLogix PLC logic by replacement of the existing PLC logic with the latest Wyoming standards. Update the existing generator HMI graphics to utilize the latest Wyoming System Platform HMI standards.

1.13. Upgrade Gauges PLC and HMI Graphics

Upgrade the existing ControlLogix PLC logic by replacement of the existing PLC logic with the latest Wyoming standards. Update the existing gauges HMI graphics to utilize the latest Wyoming System Platform HMI standards.

1.14. Onsite startup of the upgraded PLC logic and HMI graphics

Provide onsite and remote startup of the new PLC logic and upgrade System Platform graphics for Low Service PLC, Generator PLC and Gauges PLC.

Onsite PLC startup is budgeted to occur both onsite and via remote connection. Onsite PLC work to include controller firmware updates, download logic changes and debugging of system control.

Gezon PLC Logic/Graphics Upgrades

This task will upgrade the existing Gezon PLC control logic with the latest programming standards which includes updated PLC logic using the latest Add-on-instruction (AOI) logic standards developed in the WTP 1B upgrade. In addition, the System Platform graphics will be updated to match and integrate with the new control logic.

Gezon PLC/HMI Upgrades Tasks:

1.15. Upgrade Gezon Station PLC and HMI Graphics

Upgrade the existing ControlLogix PLC logic by replacement of the existing PLC logic with the latest Wyoming standards.



1.16. Upgrade Gezon System Platform HMI Graphics

Update the existing Gezon pump station HMI graphics to utilize the latest Wyoming System Platform HMI standards.

Onsite PLC startup is budgeted to occur during a 1-week onsite startup period. Onsite PLC work to include controller firmware updates, download logic changes and debugging of system control.

WTP Multilin Integration

Multilin Integration Tasks:

1.17. Multilin Protective Relay Integration

Integrate the new City purchased High Service Pump Ethernet Multilin relays into the existing PLC and HMI applications. Integration includes display the same parameters as the existing DeviceNET versions of the Multilin units plus up to 15 additional parameters per unit.

ASSUMPTIONS

- City to procure all required hardware and software.
- City to procure and install new Ethernet GE Multilin relays.
- City to assist with coordination of onsite work.

SCHEDULE

We are available to start work within 2-weeks of your notice to proceed. We estimate this project to be executed during an 18-month period. Programming tasks that require significant downtime will be executed during low pumping season (Fall/Winter) time periods.

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

System Platform Upgrades	\$84,000
Filter Control Upgrades	\$239,000
WTP PLC Logic/Graphics Upgrades	\$71,000
Gezon PLC Logic/Graphics Upgrades	\$87,000
WTP Multilin Integration	<u>\$25,000</u>
TOTAL PROJECT	\$506,000



This fee includes \$110,000 (\$100,000 plus 10% markup) for West Michigan Instrumentation subcontracted services for procurement, installation and onsite startup of the twelve new filter control PLC's and updated filter control panel as-built drawings. Subcontracted compensation is an estimate only and may vary based on actual conditions encountered.

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

Handwritten signature of Mick S. Jones in black ink.

Mick S. Jones, P.E.
Senior Project Manager
Encl.: Standard Terms and Conditions

Handwritten signature of Brian M. Rubel in black ink.

Brian M. Rubel, P.E.
Vice President

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

City of Wyoming SCADA System Upgrades 2020/2021 Proposal



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM KERR PUMP AND SUPPLY
FOR NETZSCH ROTART LOBE PUMP PARTS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a quote from the sole source provider, Kerr Pump and Supply for the purchase of pump parts for the Netzsch Rotart Lobe Pump at the Clean Water Plant in the total estimated amount of \$16,655.00.
2. Funds are available in the Sewer Fund Maintenance Supplies account number 590-590-54800-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote from Kerr Pump and Supply in the total estimated amount of \$16,655.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotes

Resolution No. _____

STAFF REPORT

Date: June 22, 2020
Subject: Purchase of Netzsch Pump Parts
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: July 6, 2020

RECOMMENDATION:

It is recommended that the City Council accept the quote to purchase pump parts for a Netzsch rotary lobe pump from Kerr Pump and Supply for \$16,455.00 with an estimated \$200.00 shipping charge for a total of \$16,655.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

A rotary lobe pump is one of two style pumps used at the Clean Water Plant to pump biosolids. These particular pumps are used to pump from the storage tanks at the back of the plant to the truck loading bay located at the front of the plant at a rate of 1,000 GPM. These pumps are critical to plant operations as they are used to load trucks for the hauling of biosolids to farm fields to reduce the amount of biosolid storage at the Clean Water Plant.

Although there are different pump manufacturers that use this technology, the rotary lobe pumps at the Clean Water Plant are made by Netzsch Pumps North America, which uses Kerr Pump and Supply as its sole distributor. The Clean Water Plant has three Netzsch rotary lobe pumps and one such pump has failed. Utility plant staff has disassembled the pump and found major component failure, requiring a complete pump rebuild. Once the parts have been acquired, plant staff will utilize their expertise to perform the pump rebuild and installation.

Kerr Pump and Supply is the sole source and designated distributor for sales and service of Netzsch products for municipal and wastewater facilities in the state of Michigan. Therefore, it is recommended the City Council approve the quote and estimated shipping from Kerr Pump and Supply in the total amount of \$16,655.00 for Netzsch rotary lobe pump parts.

BUDGET IMPACT:

Adequate funds for the purchase of the pump repair parts exist in the Sewer Fund Maintenance Supplies Account #590-590-54800-775000.



Quote Date
6/15/2020

PO Number
AARON

Quoted By
Gary Moore
Inside Sales

Quote Number
QTE195017

Bill To:

WYOMING, CITY OF
16700 NEW HOLLAND STREET
HOLLAND, MI 49424

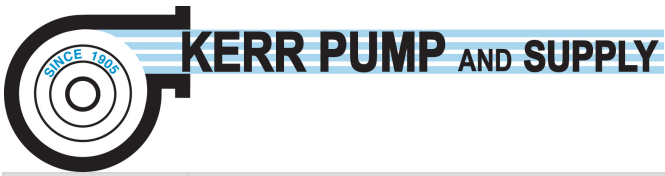
Ship To:

WYOMING, CITY OF
ATTN: AARON RICE 616-890-3887
2660 BURLINGAME
WYOMING, MI 49508

PO Number	Ship Method	Salesperson		Exp Ship	Pay Terms	Customer No.
AARON	UPS - PREPAID & ADD	FEATHERS-NC		07/17/2020	N30	WYOMI002
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price
5166308	SLEEVE, SHAFT PROTECTION FH -08A5	2	0	EA	\$476.00	\$952.00
5061954	WEAR RING NETZSCH	1	0	EA	\$397.00	\$397.00
5173365	SHAFT , DRIVE CONTIN. F. BAL JOINT	1	0	EA	\$1,636.00	\$1,636.00
512066	CLIP, CIRCLE NETZSCH PUMP PART	2	0	EA	\$51.00	\$102.00
516588	O-RING, NETZSCH PUMP	1	0	EA	\$30.00	\$30.00
5061920	O-RING POSITION #7060	2	0	EA	\$84.00	\$168.00
5071309	LOBE ROTOR - NETZSCH	2	0	EA	\$1,593.00	\$3,186.00
5071310	LOBE ROTOR - NETZSCH PUMP	2	0	EA	\$1,593.00	\$3,186.00
5187773	DISK / WASHER	2	0	EA	\$51.00	\$102.00
5187772	DISK / WASHER - NETZSCH	2	0	EA	\$51.00	\$102.00
5170158	SCREW - CYLINDER - NETZSCH	2	0	EA	\$58.00	\$116.00
5076319	END PIECE STANDARD - NETZSCH	2	0	EA	\$290.00	\$580.00
516573	O-RING, NETZSCH	2	0	EA	\$41.00	\$82.00
680849	O-RING, NETZSCH PUMP	2	0	EA	\$71.00	\$142.00
5071032	PLATE, WEAR , COVER SIDED`	1	0	EA	\$878.00	\$878.00
5061905	FUSE - NETZSCH PUMP	4	0	EA	\$26.00	\$104.00
5070301	SHAFT PROTECTION SLEEVE F.H-08A5 NETZSCH	2	0	EA	\$675.00	\$1,350.00

KERR PUMP AND SUPPLY 12880 Cloverdale Oak Park, MI 48237

TEL: 248-543-3880 FAX: 248-543-3236



PO Number	Ship Method	Salesperson		Exp Ship	Pay Terms	Customer No.
AARON	UPS - PREPAID & ADD	FEATHERS-NC		07/17/2020	N30	WYOMI002
Item	Description	Quantity	B/O	U of M	Unit Price	Extended Price
5162712	SEALING COVER F.CONTINUOUS DRIVE SHAFT	2	0	EA	\$555.00	\$1,110.00
5062029	O-RING FOR POSITION 7040	8	0	EA	\$74.00	\$592.00
5061923	MECHANICAL SEAL	2	0	EA	\$524.00	\$1,048.00
5061920	O-RING POSITION #7060	2	0	EA	\$84.00	\$168.00
512066	CLIP, CIRCLE NETZSCH PUMP PART	2	0	EA	\$51.00	\$102.00
5070843	DISTANCE RING	2	0	EA	\$161.00	\$322.00

*****FREIGHT ESTIMATED @ 200.00

Subtotal	\$16,455.00
Trade Disc	\$0.00
Freight	\$0.00
Misc	\$0.00
Tax	\$0.00
Total	\$16,455.00

All quotations and contracts are subject to Kerr Pump and Supply, Inc. Terms and Conditions of Sale dated 1/1/2018, a copy of which can be found on our website kerrpump.com. Placing an order is acceptance of these terms. Shipment time is an approximation based on current inventory and factory production schedules. Quotation is valid for 30 days from Quote date.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF LABORATORY SUPPLIES FROM IDEXX LABORATORIES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of laboratory supplies from IDEXX Laboratories on an as needed basis in the total estimated annual amount of \$80,000.
2. Funds for the purchase are budgeted in account number 591-591-55310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of laboratory supplies from IDEXX Laboratories.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: June 23, 2020
Subject: IDEXX Purchases
From: Jaime Fleming, Lab Manager
Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended that purchases from IDEXX continue to be allowed, on an as-needed basis, up to an estimated amount of \$80,000.

COMMUNITY, SAFETY, STEWARDSHIP:

The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

DISCUSSION:

The WTP laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance and process control testing and monitoring. The one type of supply that is likely to be used at a rate that would exceed \$8500 on an annual basis is related to microbiological analysis. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (IDEXX) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable drinking water data, and give us greater accuracy with less labor and turnaround time. For the purpose of standardization, we also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX.

BUDGET IMPACT:

We have a standing order for supplies that covers much of our needs for routine, predicted samples. Additional product is ordered on a periodic basis to be used for emergency situations, construction samples, other non-routine sampling events, or to cover an increase in routine sample load. The amount needed for these is estimated based upon the previous year's orders for these types of samples, but can vary from year to year.

I recommend approval to continue to make this purchase on an as-needed basis, up to an estimated amount of \$80,000. The ledger account 591-591-55310-740000 is the account we use for these purchases.



20217253

Number / Date
20217253 / 06/22/2020

Ship to Address
CITY OF WYOMING
WATER TREATMENT PLANT
16700 NEW HOLLAND STREET
HOLLAND MI 49424
UNITED STATES
UNITED STATES

Sold to Address
CITY OF WYOMING
PO Box 905
WYOMING MI 49509-0905
UNITED STATES
UNITED STATES

Bill-to Customer 12266

Net weight : 12.630

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILERT 100ML 200PK		1	859.68	859.68
98-09221-00 3926909910/CN	WV120SBST-200,VESELS W/ST AND SB, 200PK		1	128.90	128.90
98-21378-00 3926909910/US	WQT100 QUANTI-TRAY DISPOSABLE 100/BX		1	176.40	176.40
98-05761-01 3822001090/US	WHPC-100 HPC,SIMPLATE MULTI DOSE 1.5		1	309.35	309.35
98-09444-01 2853909090/US	WSW-10 STERILE WATER (10 PK)		1	35.24	35.24
Items Total					1,509.57
Freight Value					75.95
Total Amount				USD	1,585.52
=====					

All local taxes at customer charge

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
LABORATORY SUPPLIES FROM HACH

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of laboratory supplies from Hach on an as needed basis in the total estimated annual amount of \$40,000.
2. Funds for the purchase are budgeted in account number 590-590-54310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the laboratory supplies from Hach.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 24, 2020
Subject: Hach Purchases
From: Jaime Fleming, Lab Manager
Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended that purchases from Hach continue to be allowed, on an as-needed basis, for an estimated amount of \$40,000 annually.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of the natural environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

DISCUSSION:

The Clean Water Plant laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance, process control testing, industrial monitoring, and biosolids characterization. We currently use methods (TNT Plus) for phosphorus and ammonia testing which are proprietary technologies. Therefore, their manufacturer (Hach Company) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable data, and give us greater accuracy with less labor, variability, and turnaround time. The cost of the supplies for these tests, in addition to other products typically purchased from Hach, will exceed \$7500 annually.

BUDGET IMPACT:

We have a monthly standing order for testing vials for and phosphorus. We may periodically order additional boxes of something to cover emergency samples or an increase in sample load, but the standing order pretty much covers our needs. These testing supplies comprise the largest portion of our purchases, and are in addition to other consumables and products typically purchased from Hach.

I recommend approval to continue to make purchases from Hach Company, on an as-needed basis, for an estimated amount of \$40,000 annually. The Sewer Fund – Treatment - Lab Services Account 590-590-54310-740000 is used for these purchases.

Sales Order Acknowledgement

(This is not an Invoice)

Date: 06/22/2020



HACH COMPANY

Headquarters

P. O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
Email: orders@hach.com
quotes@hach.com
bids@hach.com
techhelp@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Purchase Orders

PO Box 608
Loveland, CO 80539-0608
Web Site: www.hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 026009593
Swift Code: BOFAUS3N

Order Number 315763139
P.O. Number 2020-00000161
Payment Terms Net 30
Currency USD
Freight Terms Prepay And Bill Customer
Ship Method UPS-UPS**UPS --Ground
Order Date 10/23/2019

Customer Number 058222
Order Contact JENNIFER BRUNSINK
Phone 6162613402
Fax
E-Mail BRUNSINKJ@WYOMINGMI.GOV

Bill-To	Ship-To	Deliver-To
-----	-----	-----
701716 CITY OF WYOMING CUSTOMER SUPPORT 2350 IVANREST AVE SW WYOMING,MI,49418-3402 /United States	988303 WYOMING CLEAN WATER PLANT CUSTOMER SUPPORT 2350 IVANREST AVE SW WYOMING,MI,49418-3402 /United States	

Ln#	Item No	Description	Order Qty	Out of Stock	Requested Date	Expected Ship Date	Unit Price	Extended Amount
1.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 19263 Quantity 15	15	0	10/28/2019	11/01/2019	53.00	795.00
2.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 19288 Quantity 1 Unit price includes 4.12% discount	1	0	10/28/2019	11/06/2019	50.48	50.48
3.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Lot Number: Lot 19277 Quantity 9	9	0	10/28/2019	10/30/2019	52.95	476.55
4.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 19267 Quantity 11	11	0	10/28/2019	11/01/2019	52.66	579.26
5.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 19267 Quantity 4	4	0	10/28/2019	11/01/2019	52.66	210.64
7.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 19263 Quantity 14 Lot 19282 Quantity 1	15	0	11/20/2019	11/21/2019	53.00	795.00
8.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 19288 Quantity 1	1	0	11/20/2019	11/21/2019	53.00	53.00
9.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	9	0	11/20/2019	11/21/2019	52.95	476.55

Sales Order Acknowledgement

(This is not an Invoice)

Date: 06/22/2020

Ln#	Item No	Description	Order Qty	Out of Stock	Requested Date	Expected Ship Date	Unit Price	Extended Amount
Lot Number: Lot 19290 Quantity 9								
10.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 19283 Quantity 11	11	0	11/20/2019	11/21/2019	52.66	579.26
11.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 19304 Quantity 4	4	0	11/20/2019	11/21/2019	52.66	210.64
13.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 19305 Quantity 15	15	0	12/19/2019	12/23/2019	53.00	795.00
14.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 19316 Quantity 1	1	0	12/19/2019	12/23/2019	53.00	53.00
15.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Lot Number: Lot 19315 Quantity 9	9	0	12/19/2019	12/23/2019	52.95	476.55
16.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 19304 Quantity 9 Lot 19283 Quantity 2	11	0	12/19/2019	12/23/2019	52.66	579.26
17.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 19280 Quantity 4	4	0	12/19/2019	12/23/2019	52.66	210.64
19.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 19305 Quantity 15	15	0	01/17/2020	01/21/2020	53.00	795.00
20.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 19336 Quantity 1	1	0	01/17/2020	01/21/2020	53.00	53.00
21.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Lot Number: Lot 19325 Quantity 9	9	0	01/17/2020	01/21/2020	52.95	476.55
22.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 19330 Quantity 10 Lot 19353 Quantity 1	11	0	01/17/2020	01/21/2020	52.66	579.26
23.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 19330 Quantity 4	4	0	01/17/2020	01/21/2020	52.66	210.64
25.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 19346 Quantity 15	15	0	02/19/2020	02/21/2020	53.00	795.00
26.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 20015 Quantity 1	1	0	02/19/2020	02/21/2020	53.00	53.00
27.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Lot Number: Lot 19338 Quantity 2 Lot 20023 Quantity 7	9	0	02/19/2020	02/21/2020	52.95	476.55
28.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 20023 Quantity 11	11	0	02/19/2020	02/21/2020	52.66	579.26
29.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 20020 Quantity 4	4	0	02/19/2020	02/21/2020	52.66	210.64
31.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 20035 Quantity 15	30	0	03/18/2020	04/03/2020	53.00	1,590.00
32.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 20015 Quantity 1	2	0	03/18/2020	03/25/2020	53.00	106.00
33.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Lot Number: Lot 20056 Quantity 9 Lot 20056 Quantity 9	18	0	03/18/2020	04/02/2020	52.95	953.10
34.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 20045 Quantity 4 Lot 20023 Quantity 7	22	0	03/18/2020	04/03/2020	52.66	1,158.52

Sales Order Acknowledgement

(This is not an Invoice)

Date: 06/22/2020

Ln#	Item No	Description	Order Qty	Out of Stock	Requested Date	Expected Ship Date	Unit Price	Extended Amount
35.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 20029 Quantity 4 Lot 20043 Quantity 4	8	0	03/18/2020	03/24/2020	52.66	421.28
37.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 20077 Quantity 2 Lot 20050 Quantity 13	15	0	04/17/2020	04/21/2020	53.00	795.00
38.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 20073 Quantity 1	1	0	04/17/2020	04/21/2020	53.00	53.00
39.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Lot Number: Lot 20070 Quantity 9	9	0	04/17/2020	04/21/2020	52.95	476.55
40.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 20100 Quantity 7 Lot 20091 Quantity 4	11	0	04/17/2020	04/21/2020	52.66	579.26
41.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 20076 Quantity 4	4	0	04/17/2020	04/21/2020	52.66	210.64
43.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P) Lot Number: Lot 20077 Quantity 6 Lot 20098 Quantity 9	15	0	05/19/2020	05/21/2020	53.00	795.00
44.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P) Lot Number: Lot 20100 Quantity 1	1	0	05/19/2020	05/21/2020	53.00	53.00
45.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P) Lot Number: Lot 20106 Quantity 9	9	0	05/19/2020	05/21/2020	52.95	476.55
46.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25 Lot Number: Lot 20092 Quantity 11	11	0	05/19/2020	05/21/2020	52.66	579.26
47.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25 Lot Number: Lot 20112 Quantity 4	4	0	05/19/2020	05/21/2020	52.66	210.64
55.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P)	15	0	07/17/2020	07/21/2020	53.00	795.00
56.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P)	1	0	07/17/2020	07/21/2020	53.00	53.00
57.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	9	0	07/17/2020	07/21/2020	52.95	476.55
58.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	11	0	07/17/2020	07/21/2020	52.66	579.26
59.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25	4	0	07/17/2020	07/21/2020	52.66	210.64
61.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P)	15	0	08/19/2020	08/21/2020	53.00	795.00
62.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P)	1	0	08/19/2020	08/21/2020	53.00	53.00
63.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	9	0	08/19/2020	08/21/2020	52.95	476.55
64.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	11	0	08/19/2020	08/21/2020	52.66	579.26
65.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25	4	0	08/19/2020	08/21/2020	52.66	210.64
67.1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P)	15	0	09/17/2020	09/21/2020	53.00	795.00
68.1	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P)	1	0	09/17/2020	09/21/2020	53.00	53.00
69.1	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P)	9	0	09/17/2020	09/21/2020	52.95	476.55
70.1	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25	11	0	09/17/2020	09/21/2020	52.66	579.26

Sales Order Acknowledgement

(This is not an Invoice)

Page 4 of 4

Date: 06/22/2020

Ln#	Item No	Description	Order Qty	Out of Stock	Requested Date	Expected Ship Date	Unit Price	Extended Amount
71.1	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25	4	0	09/17/2020	09/21/2020	52.66	210.64
73.1	RNWSIRR	PICK & SHIP RENEWAL LETTER	1	0	09/17/2020	09/21/2020	0.00	0.00

Merchandise Total:	\$25,370.88
Domestic / Inland Freight	\$938.96
Total :	\$26,309.84

NOTES :

Additional charges may be added for certain heavy/large items shipping to US Destinations. Some states require tax to be applied to freight charges. The freight tax will be added at time of invoice.

Your Order Total is \$25,000 or more, please send a confirming purchase order to address or fax number above. Order includes 13.32% additional adjustment.

YOUR LAST SHIPMENT WILL BE ON 10/07/2020. PLEASE CALL 800-227-4224, EXT 6103 THIRTY DAYS PRIOR TO RENEW. THANK YOU FOR YOUR BUSINESS.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end-use, chemical /biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

IN LIEU OF PAYMENT TERMS, HACH RESERVES THE RIGHT TO REQUIRE CASH OR CREDIT CARD PAYMENT IN ADVANCE OF DELIVERY. SALES/USE TAXES ARE INCLUDED IN YOUR ACKNOWLEDGEMENT OF ORDER. Taxes will be added for orders shipping and used in US Destinations, unless valid resale/exemption certificate is provided. Exemption certificate can be sent to the above address or fax number.

Hach Hydromet 800-949-3766 Fax: 970-461-3921	Hach Flow Products & Services 800-368-2723 Fax: 970-619-5150	Environmental Test Systems (ETS) 800-548-4381 Fax: 970-619-5025	Other Hach Brands 800-454-0263 Fax: 970-461-3919
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RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
ELECTRICAL SUPPLIES

WHEREAS:

1. The City Council awarded the bid for electrical supplies on August 5, 2019 via resolution number 26461.
2. As detailed in the attached staff report, Kendall Electric has offered to extend the bid pricing through June 30, 2021.
3. It is estimated that \$24,000 at each utility plant will be spent on electrical supplies over the next year.
4. Funds are available in various account numbers, with the appropriate accounts being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for the purchase of electrical supplies from Kendall Electric through June 30, 2021.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 24, 2020
Subject: Electrical Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: July 6, 2020

RECOMMENDATION:

It is recommended that the City Council extend the bid for electrical parts and supplies from Kendall Electric through June 30, 2021, for up to \$24,000.00 for each utility plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility plant electrical systems and equipment contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant and the Water Treatment Plant. By maintaining electrical systems and equipment with quality parts from a reputable supplier, costs stay as low as possible while increasing the life of the equipment.

DISCUSSION:

The City requested formal bids for electrical parts on July 30, 2019. Twenty-nine invitations to bid were sent to prospective bidders and only one response was received in answer to our invitation to bid on electrical supplies. Kendall Electric was awarded the bid on August 5, 2019, per Resolution No. 26461, and have agreed to extend the bid pricing through June 30, 2021.

Kendall Electric has proven to be a consistently reliable and timely supplier. The company has locations in Holland and Wyoming, thereby providing ease of access for both utility plants. Kendall Electric has also been very responsive in customer service including assistance with repairs and recommendations for new products.

BUDGET IMPACT:

It is recommended that the City Council approve up to \$24,000 each for the Water Treatment Plant and the Clean Water Plant to continue to make purchases from Kendall Electric on an as-needed basis. The expenses are anticipated and adequate funds exist in the following accounts: 591-591-55300-775.00 and 590-590-54300-775.00.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Transformer Maintenance	Buist Electrical Testing	\$17,695.00

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 July 6, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 24, 2020
Subject: Transformer Maintenance
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: July 6, 2020

RECOMMENDATION:

It is recommended that the City Council award the bid as provided by Buist Electrical Testing for \$17,695.00 for transformer maintenance at the Clean Water Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city equipment contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant has numerous transformers that supply power to buildings, equipment, and other electrical components. Eight of these transformers are used to lower the incoming voltage from 4,160 volts to 480 volts for power supply to the main building, chemical building, and raw sewage pump station. Hence, their function is critical to the operation of the Clean Water Plant.

During previous inspection, these 1970s transformers were identified as requiring maintenance to prolong their life and function. The recommended maintenance includes oil and infrared testing, cleaning, inspection for leaks, and the assembly of a report detailing problems found and life expectancy. To perform the work and access the transformer interior safely, the transformers must be de-energized and the buildings placed on temporary generator power. Plant staff will work with the contractor during the transformer shutdown process to maintain plant operation while transferring to and from generator power.

The work previously stated was competitively bid with specifications and drawings sent to forty-three requesting companies and made available via the City's web site. A pre-bid meeting was required and took place with six qualified contractors in attendance. On Tuesday, June 23, bids were received from five companies that made a site visit to review the work and are as follows:

Lakeland Electrical Services	\$38,250.00
Bazen Electric Company	\$30,816.00
Buist Electrical Testing	\$17,695.00
Parkway Electric & Communications	\$25,950.00
CE Power	\$41,450.00

Upon review of the bid documents received, Buist Electrical Testing met the necessary bid specifications and submitted the lowest bid. Therefore, it is recommended that the City Council approve the bid received from Buist Electrical Testing for the amount of \$17,695.00.

BUDGET IMPACT:

Adequate funds are available in the Clean Water Plant Repairs and Maintenance Account #590-590-54300-930.000.

ORDINANCE NO. 7-20

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES BY
ADDING SUBSECTION (125) TO REZONE 1950 44TH ST SW FROM R-1 TO R-4

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (125) to read as follows:

- (125) To conditionally rezone the following described property at 1950 44th St SW from R-1 Residential to R-4 Residential, subject to the terms and conditions of the Conditional Rezoning Contract dated as of April 23, 2020, among the City of Wyoming and KI DV, LLC, John Lee Koetje, a copy of which is attached as Exhibit A.

DESCRIPTION:

PART OF THE NE 1/4, SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NW CORNER OF CHATEAU ESTATES NO. 10, THENCE NORTH ALONG THE N & S 1/4 LINE TO THE SOUTH LINE OF THE NORTH 375 FEET OF THE NE 1/4; THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 20 FEET OF THE NE 1/4; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 750 FEET OF THE NE 1/4; THENCE EAST ALONG SAID SOUTH LINE TO A POINT 435.0 FEET WEST ALONG SAID SOUTH LINE FROM THE EAST LINE OF THE WEST 2/3 OF THE NORTH 3/4 OF THE WEST 1/2 OF THE NE 1/4; THENCE SOUTH TO THE NW CORNER OF LOT 394 OF CHATEAU ESTATES NO. 10; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE NORTH LINE OF SAID PLAT; THENCE WEST TO THE BEGINNING.

Section 2. This ordinance shall take effect on _____, 2020.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2020.

Kelli A. Vandenberg,
Wyoming City Clerk

CONDITIONAL REZONING CONTRACT

This Conditional Rezoning Contract is made as of June __, 2020, between the City of Wyoming, Michigan, a Michigan municipal corporation with offices located at 1155 28th Street SW, Wyoming, MI 49509-0905 (the "**City**"), and KI DV, LLC, an Michigan limited liability company, whose address is 1860 R.W. Berends Dr SW, Wyoming, MI 49519 ("**KI DV**").

RECITALS

A. KI DV owns the real property located at 1950 44th Street SW in the City, PP# 41-17-27-201-022 (the "**Property**") that it wishes to develop apartments and parking (the "**Desired Use**") described as:

Part of the NE 1/4, Section 27, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: BEGINNING at the NW corner of Chateau Estates No. 10, thence North along the N & S 1/4 line to the South line of the North 375 feet of the NE 1/4; thence East along said South line to the East line of the West 20 feet of the NE 1/4; thence South along said East line to the South line of the North 750 feet of the NE 1/4; thence East along said South line to a point 435.0 feet West along said South line from the East line of the West 2/3 of the North 3/4 of the West 1/2 of the NE 1/4; thence South to the NW corner of Lot 394 of Chateau Estates No. 10; thence South along the West line of said Lot to the North line of said plat; thence West to the beginning.

B. Under the City's zoning ordinance, *i.e.*, Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan (the "**Zoning Ordinance**"), the Desired Use is not allowed in the R-1 Single Family Residential zoning district in which the Property is currently located so, about September 12, 2018, KI DV applied to the City to rezone the Property to the R-4 Residential zoning district but voluntarily offered certain conditions (stated in section 1 below) to the proposed rezoning to ensure the Property as developed will be compatible with adjacent and nearby uses.

C. In accordance with section 405 of the Michigan Zoning Enabling Act, 2006 PA 110, MCL 125.3405, following a duly noticed public hearing, the City's Planning Commission recommended denying the conditional rezoning of the Property but the City Council approved the rezoning of the Property to the R-4 zoning district subject to the conditions and other terms stated in this Contract by Ordinance No. __-20 adopted on _____, 2020 (the "**Rezoning**").

TERMS AND CONDITIONS

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

1. Rezoning Conditions. KI DV offered the following conditions to the Rezoning and the City Council by approving the Rezoning and this Contract has accepted and conditioned the Rezoning on compliance with the following conditions (the "**Rezoning Conditions**"):

- A. The property will be rezoned from R-1 Single Family Residential to R-4 Multi-Family Residential.
- B. The use of the parcel under the R-4 zoning will be limited to 40 apartment units.
- C. Building type will be R-2 use group as defined by the Michigan Building Code.
- D. The owner agrees to combine this parcel with Deer View Phase 2 existing apartment project for property tax purposes.
- E. The project will be developed with no more than 40 garages and 56 open parking spaces.

F. Trash containers with approved enclosures will be provided, with regularly scheduled pick-up arranged by the owner.

G. The owner agrees to commence construction within 2 years of final rezoning to R-4 and site plan approval. If construction is not commenced within 2 years, the zoning shall revert to R-1. If the rezoning is challenged after City Council approval, the 2-year period shall begin after the challenge is resolved.

H. A buffer zone will be provided on the south 100 feet of the property. Trees of a diameter of 5 inches or more will not be removed from the buffer zone unless they are dead, diseased, or in danger of causing harm to persons or property due to their condition.

I. The property will not be used for private educational facilities, a convalescent or nursing home, a foster care group home, boarding house or rooming house, a nursery school, day nursery or childcare facility.

J. The "rezoning site plan" dated April 16, 2020 is an exhibit for the rezoning and the final site plan will be substantially the same as this exhibit.

2. Noncompliance Consequences and Remedies.

A. A violation of any the Rezoning Conditions will constitute a violation of the Zoning Ordinance and may be addressed in any manner allowed for any other violation of the Zoning Ordinance. Unless a suspected violation may be an imminent threat to the public health, safety or general welfare, or unless there have been repeated violations at the subject property, it has been the City's practice for City officials to notify property owners and occupants of a suspected violation of the Zoning Ordinance and provide property owners and occupants an opportunity to cure that violation before undertaking any other enforcement actions. The City does not have a current intention to alter that practice.

B. If either a court of competent jurisdiction or, the City Council, after notice to the owner of the Property and an opportunity for the owner of the Property to address the alleged violations in writing and in person to the City Council before the City Council makes its determination, determine that a violation of the Rezoning Conditions occurred, the City Council may by resolution determine the zoning of the Property shall revert to the RO-1 Restricted Office zoning district.

3. Term.

A. This Contract shall take effect upon the effective date of the Rezoning.

B. Unless otherwise released by either by rezoning to the R-1 Single Family Residential zoning district or by a recorded release approved by a resolution of the City Council of the City, this Contract shall be perpetually in effect, running with the land. However, nothing in this Contract precludes the City from rezoning the Property in accordance with the processes provided by state law and the Zoning Ordinance.

C. This Contract may be amended only if that amendment is approved by the City Council following a recommendation of the City Planning Commission. Minor extensions to the time limitations for completion of Rezoning Conditions B and C shall be granted upon a showing of reasonable cause. No public hearing shall be required to amend or terminate this Contract.

4. General Provisions.

A. Any notice, request or other communication given pursuant to this Contract to either party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection.

B. This is the entire agreement between the parties as to its subject matter. It may not be modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This Contract was made in Kent County, Michigan and the rights and obligations of the parties under this Contract shall be governed by and construed in accordance with the laws of the state of Michigan.

E. The captions are for reference only and shall not affect the interpretation of this Contract. However, the recitals are an integral part of this Contract.

F. This Contract is binding upon the parties, on all succeeding owners and occupants of the Property, and on any successors and assigns of the City.

G. This Contract shall be enforceable only by the parties and no other person shall have the right to enforce any provision.

H. No delay on the part of either party in the exercise of any right or remedy shall operate to waive that right or any other right and a waiver of a right or remedy on any one occasion shall not bar or waive that right or remedy for a subsequent breach of the same or any other provision of this Contract.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its 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 for its first accrual or first notice thereof through all appellate and collection proceedings.

J. A copy of this Contract shall be recorded with the Kent County Register of Deeds.

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

CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

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

By: _____
Kelli A. VanderBerg, City Clerk

Approved as to form:

Notary public, _____ County, MI
Acting in Kent County, MI
My commission expires: _____

Scott G. Smith, City Attorney

KI DV, LLC

STATE OF MICHIGAN
COUNTY OF KENT

By: John Lee Koetje
John Lee Koetje, Manager

On JUNE 16, 2020, John Lee Koetje, known to me as the managing member of KI DV LLC, acknowledged his signature before me.

SANDRA K. DEGROOT
Notary Public, State of Michigan
County of Ottawa
My Commission Expires 12/26/2023
Acting in the County of Kent

Sandra K DeGroot
Notary public, Kent County, MI
Acting in Kent County, MI
My commission expires: 12-26-2023

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

Drafted by:
Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. VanderBerg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

May 26, 2020

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to grant a rezone from R-1 to R-4. The property is located at 1950 44th Street SW (Section 27) (KI DV, LLC).

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Planning Commission at their regular meeting on May 19, 2020. A motion was made by VanDuren, supported by Weller, to recommend to City Council approval of the request for a rezone to R-4. The motion passed 6-2 following discussion.

This project first appeared before City Council in February 2020. At that time the Planning Commission had recommended denial citing concerns of not having a conceptual site plan to review, as well as noting concerns raised by the neighbors about potential impacts to, and location of, wetlands in the immediate area. The developer requested time to work through the concerns raised at the Planning Commission meeting. At the First Reading, Council voted to return the item to the Planning Commission with the request that the developer submit a site plan and respond to questions that had been posed regarding the potential impact on wetlands.

At the May Planning Commission, the developer addressed the issues previously raised. They engaged a wetlands specialist to identify the wetland's location and ensure building placement would not violate wetlands regulations; revised their conditional rezoning offer to include a site plan; and mailed a letter to all neighbors within 600 feet of the subject property that included the new conceptual site plan, noting the location of wetlands. The letter also provided the date and meeting time of the Planning Commission meeting at which the zoning would be reconsidered.

The revised conditional rezoning offer provides the following:

- Condition that the site will be limited to 40 apartment units.
- Condition that the project will be developed with no more than 40 garages and 56 open parking spaces.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

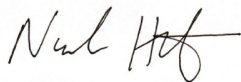
Sam Bolt

Jack A. Poll, Mayor

- The developer will preserve a minimum 100' buffer on the south edge of the property, and trees of a diameter of 5 inches or more will not be removed from the buffer zone unless they are dead, diseased, or in danger of causing harm to persons or property due to their condition.
- The developer has 2 years to commence construction of the project or the property reverts to the R-1 zone district.
- A conceptual site plan has been submitted. While final site plan approval will be required at a later date, the site plan would need to be wholly consistent with the conceptual plan proposed with this conditional rezoning offer.

A detailed review of the meeting discussion, including the meeting minutes and public comment provided, is available in the attached Planning Commission minutes and supportive materials.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nicole Hofert, City Planner
Department of Community Services

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

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF JUNE 16, 2020

PLANNING COMMISSION
MEETING MINUTES OF MAY 19, 2020
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

Note: The May 19th, 2020 Planning Commission Meeting was held virtually in accordance with Governor Whitmer's Executive Order 2020-75.

MEMBERS PRESENT: Arnoys, Goodheart, Hegyi, Micele, Chatterley, VanDuren, Weller,
DeLange

MEMBERS ABSENT: Beuche

Motion brought by Hegyi and supported by Goodheart to excuse Beuche.

A vote on the motion carried unanimously.

STAFF PRESENT: Hofert, City Planner
Brock-Knoper, Recording Secretary
Rynbrandt, Director of Community Services
Meagher, Community Services Department
Bell, Community Services Department

Chair DeLange called the meeting to order at 7:00 PM. DeLange read an opening statement regarding the online meetings executive order and instructed the public on various strategies they could use to enter in their comments during the meeting.

APPROVAL OF MINUTES

The minutes of 4/21/20 were unanimously approved as written.

APPROVAL OF AGENDA

The agenda was unanimously approved as presented.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Chair DeLange opened the floor for public comments on Agenda Items #1-3 at 7:06 p.m.

Hofert stated that there had been two emailed comments for Agenda Item #3 submitted via the plan_info email prior to the meeting and that these emails had been forwarded to the commissioners.

Bill Vukovich, 4568 N. Camrose Ct. SW, asked that the presentation he had submitted to Hofert be shown that addressed Agenda Item #3. He questioned the information about the property that he had found on the AccessKent website, which indicated that the property was zoned as R-4, and that it was considered commercial property. He also noted that there had been a change in the property value on the website. He stated that he heard there might be a mistake in the AccessKent system, which made it difficult to trust the Commission and City Staff in general. *(Editor's note: Staff confirmed to the Commission that an error had been found on the Access Kent website and that it had been corrected prior to the meeting).*

In presenting his next slides, Vukovich expressed concern with the proposed buildings' proximity to wetlands. Vukovich stated that the development would encroach on his and his neighbor's privacy because it was too close to their property and that it would also destroy the natural habitat. Finally, he expressed his belief that the development would cause the quality of life in the area to decrease.

Lily Schulting, a member of the public, introduced herself as a community advocate and as a candidate for State Representative in District 72. She expressed her support for affordable housing in general. She specifically expressed her support for Agenda Item #1, the Linc Up Townhome project. She stated that Linc Up has had a positive effect on neighboring communities.

Chair DeLange made final call for comments on non-public hearing items and heard none. The public comment period was closed at 7:16 pm.

PUBLIC HEARING

NEW BUSINESS

AGENDA ITEM NO. 1

Request for Condominium and Site Plan Approval at 135 and 137 36th St. SE (Section 18) (Linc Up).

Hofert presented on the proposed land use for the project. The site is to be developed as two townhome buildings, each with six condominium units. The LEED certified units will be two stories tall, with three bedrooms and two and a half baths. Six townhomes will face 36th Street, the other six will face Wexford Street. These will be constructed in two phases, with the building facing Wexford being built first. It is proposed that each condominium unit will have its own accessory garage located behind each unit. The condominiums will have a shared ownership agreement including a shared driveway and trash services. The driveway is accessible via Jefferson Ave.

OLD BUSINESS

AGENDA ITEM NO. 3

Request for a Rezone from R-1 to R-4. The property is located at 1950 44th St. SW (Section 27) (KI DV, LLC).

Hofert presented on the item and its history. The project is a requested rezone to allow for Phase II of the construction for Deer View Apartments. The project first came before Planning Commission in January 2020 and then went to City Council in February. Planning Commission had recommended denial based on not having a site plan to review as well as concerns raised by the neighbors about the wetlands. Council returned the item to the Planning Commission with the request that the developer submit a site plan and answer some questions that had been posed regarding the potential impact on wetlands.

Hofert stated that the Developer has revised their original conditional rezoning contract to include a conceptual site plan. She noted that they worked with a wetlands specialist when drafting the plan. Additionally, the developer mailed a letter to all the neighbors, which included the proposed plan and the date of today's meeting.

Hofert presented on the proposed land use. The envisioned use of the current lot is for it to become a phase II addition to Chateau Estates, which is the already existing multi-family residential development to the property's North and East. This second phase of the development plan will be labeled Deer View Apartments, for which it is proposed that 40 new units will be constructed. If rezoned, the property owner will apply to combine this lot with the adjacent Chateau Estates parcel to its North and East.

Hofert shared that the developer submitted a revised conditional rezoning contract offer with their application. The offer includes:

- Condition that the site will be limited to 40 apartment units;
- Condition that the project will be developed with no more than 40 garages and 56 open parking spaces;
- The developer will preserve a minimum 100' buffer on the south edge of the property. Trees of a diameter of 5 inches or more will not be removed from the buffer zone unless they are dead, diseased, or in danger of causing harm to persons or property due to their condition;
- The developer has 2 years to commence construction of the project or the property reverts to the R-1 zone district; and
- A conceptual site plan has been submitted. While final site plan approval will be required at a later date, the site plan would need to be wholly consistent with the conceptual plan proposed with this conditional rezoning offer.

Hofert additionally pointed out, that while in the conceptual offer the developer states it will preserve a minimum 100' buffer, the site plan actually shows a minimum 125' buffer. Hofert

reminded the commissioners that the conceptual site plan will be wholly consistent with the final approved site plan.

Hofert shared that ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

a. *Consistency with the adopted master plan;*

Hofert stated that when the City's Master Plan was updated in 2006, it had envisioned for this site to allow for medium-density residential uses in the future. Rezoning this property from R-1 to R-4 would allow for this denser type of residential use to be enjoyed and would align the property with its envisioned future use.

b. *Compatibility of the allowed uses with existing and future land uses;*

Hofert explained that the proposed R-4 District would allow for multi-family residential units to become permitted. This medium-density type development is compatible with the envisioned land use of the City's Master Plan.

c. *Capability of the property to be served by public services;*

There are no apparent impediments that would prevent public services from serving the site.

d. *Ability of the property to be used as currently zoned;*

This parcel is currently zoned R-1, which only permits single-family residential units. For the proposed multi-family residential development to be built, the site must be rezoned to a land-use that permits this denser housing type. The rezoning would allow for the property to become consistent with the zoning and the residential character of adjacent sites. The property is land landlocked by other developments and is not suitable for development of single-family homes.

e. *Appropriateness of all uses allowed within the proposed district at the property location.*

All principal permitted uses in the proposed R-4 district would be appropriate at this location. However, a conditional rezoning offer does limit the use of this property. Under the offer, the property will not be used for private educational facilities, a convalescent or nursing home, a foster care group home, boarding house or rooming house, a nursery school, day nursery or child care facility.

Hofert reported that the project conformed with the City of Wyoming Sustainability Principals. The proposed project supports social equity and diversity that contributes to a vibrant community.

Hofert stated that the Development Review Team's recommendation is that the Planning Commission recommend approval to City Council for the proposed conditional rezoning from R-1 to R-4 residential at 1950 44th St SW.

She shared that representatives for the applicant were at the meeting and had additional information to share regarding the project.

Doug Stalsonburg, Exxel Engineering and representative for the applicant, shared a site plan slide with the Commission and entered comments responding to the concerns that had been brought forth during the public hearing.

Stalsonburg outlined the design features of site plan, acknowledging that the 44 units that had originally been planned for would not be possible, which led to the developer reducing the number of units to 40. The developer hired a local environmental consultant to advise on the project to address these concerns and made changes based on their recommendations. Stalsonburg related that the proposed project meets setback requirements and parking conditions. Additionally, Stalsonburg related that the developer had added Condition 11, which requires that the site plan will be substantially consistent with plan being presented to the group in its final state. Adjustments were made to the site plan based on recommendations from the Fire Department including an added fire lane extension and a small adjustment by the westerly dumpster. The utility schematic plan was approved by the engineering department.

Stalsonburg stated that the surveying crew the developer had hired confirmed that the proposed buildings would not encroach on any wetlands. No EAGLE permit will be necessary for the project. Stalsonburg also illustrated that there is an approximate 30 foot grade change and 100 feet of buffer space in between the southerly property line of the nearest neighbors and the grade of the proposed buildings, adding to the privacy of existing neighbors and that there was a substantial tree covered hill in the 100 foot buffer that will be undisturbed.

John Durrell, representative for the applicant, addressed Vukovich's comments regarding property values and loss of natural habitat. The majority of the comments that were taken at the Council meeting were regarding the loss of natural habitat. Durrell shared a map of all parks and natural areas in the vicinity of the property. He stated that there are numerous parks and natural area still available in the neighborhood. Regarding the comments on loss of property value, the developer consulted with a real estate professional on those concerns and found that the evidence does not support the supposition that developments such as this decrease property values dramatically. He showed property value projections over different years to support this claim.

A motion was entered by VanDuren and supported by Weller to recommend approval of the proposed conditional rezone to R-4 to the City Council.

Chair DeLange asked for discussion and questions from the group.

Weller asked if the group would see a final site plan for landscaping and Hofert replied that final site plans, including landscaping plans, would come for final approval later and that tonight's approval was on the rezoning. The conceptual plan submitted was to demonstrate that the area can be developed without disturbing the wetlands. Weller stated that he was in support of the plan and wanted to have final input on landscaping.

Goodheart questioned the setbacks shown on the plan and if they meet the requirements. He further noted that the eight garages on NW corner seem like they might need to be shifted slightly. The developer replied that he might have to adjust the position of that building to meet fire lane requirement.

Hofert replied that setbacks are not an issue since this lot will be combined with adjacent parcels. Once that combination occurs, all setback requirements will be met. Goodheart asked whether it would be the same owner as the surrounding properties and Hofert replied that this was correct.

DeLange noted that the side yard setbacks next to the residential on the plan indicate an increase of 25-37% over what is required, which is a step in the right direction and should be appreciated by the neighbors. He applauded the developer for working with the neighbors to provide this added privacy.

Arnoys echoed Weller's comments about sensitivity to neighbors and stated that when the site plan phase starts, it's important to think about the grade issue that was presented to be sensitive to the neighbor's comments about privacy.

Chatterley had a question about one of the comments made during the public comment period and wanted clarification about whether or not the property was already zoned to R-4. She wanted a response to the question on why it had been listed incorrectly.

Hofert replied that the assessor's record on the property was accidentally changed, and that this change was linked to the online AccessKent portal, which is why the zoning information was incorrect on that website. All rezoning of any property in the City needs to be approved by ordinance and that had not happened in this case. This was a minor technical error and has been corrected.

The motion to recommend the conditional R-4 rezone to City Council passed with a vote of 6-2. Hegyi and Chatterley voted against.

INFORMATIONAL

Chair DeLange asked Hofert for an update on the 2020 land use plan.

Hofert related that the website, wyomingreimagined.com, has all the latest information on the plan. The plan has currently exited the visioning stage and was in the policy framework development stage. There was a steering committee meeting last week which confirmed the direction the plan is heading in. Hofert stated that the master plan will be in draft form this summer and will go for public comment to the city and neighboring municipalities. The goal is for the master plan to be adopted in early fall.

PUBLIC COMMENT

GENERAL NOTES

1. DESCRIPTION
 PART OF THE NE 1/4, SECTION 27, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBER AS: BEGINNING AT THE NW CORNER OF CHATEAU ESTATES NO. 10, THENCE NORTH ALONG THE N & S 1/4 LINE TO THE SOUTH LINE OF THE NORTH 375 FEET OF THE NE 1/4; THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 20 FEET OF THE NE 1/4; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 750 FEET OF THE NE 1/4; THENCE EAST ALONG SAID SOUTH LINE TO A POINT 435.0 FEET WEST ALONG SAID SOUTH LINE FROM THE EAST LINE OF THE WEST 2/3 OF THE NORTH 3/4 OF THE WEST 1/2 OF THE NE 1/4; THENCE SOUTH TO THE NW CORNER OF LOT 394 OF CHATEAU ESTATES NO. 10; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE NORTH LINE OF SAID PLAT; THENCE WEST TO THE BEGINNING.

2. EXISTING ZONING = R-1
 3. PROPOSED ZONING = R-4
 4. PARKING
 NUMBER OF UNITS PROPOSED 40 (20-2 BEDROOM & 20-1 BEDROOM)
 REQUIRED PARKING - 2 SPACES / UNIT = 80 SPACES
 PARKING PROVIDED 40 GARAGES
 56 OPEN SPACES
 96 TOTAL SPACES

SCALE : 1"=50'



Know what's below.
 Call before you dig.

CHURCH PROPERTY

EDGEMONT DRIVE
 RIDGEVIEW ESTATES
 R-1

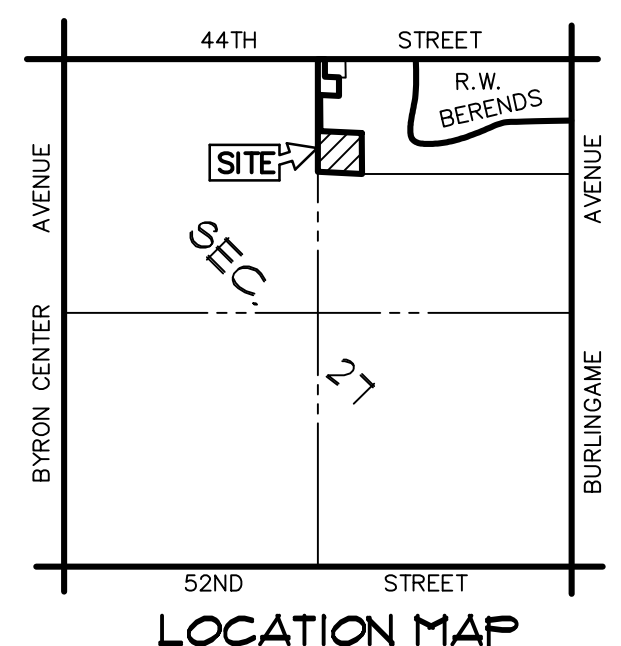
KOETJE INVESTORS-
 CHATEAU II LLC

CITY OF WYOMING

44TH STREET

CHATEAU VILLAGE APARTMENTS-
 PHASE 3

CHATEAU VILLAGE APARTMENTS-
 PHASE 1



REZONING SITE PLAN
DEERVIEW APARTMENTS-PHASE 2
 For : MR. JOHN LEE KOETJE
 1860 R.W. BERENDS
 WYOMING, MICHIGAN 49509
 In : PART OF THE NE 1/4, SECTION 27, T6N, R12W
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

Revisions	DATE	BY

exel engineering, inc.
 planners · engineers · surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 www.excelengineering.com

DRAWN BY: MK	PROJ. ENG.: DJS	SHEET 1 of 1
APPROVED BY: DJS	PROJ. SURV.: .	
FILE NO.: 132098E	DATE: 04-16-20	

P:\Projects\2013\132098\Drawings\dwg\132098.dwg, REZONE, 4/16/2020 12:28:52 PM, mkinhille

N. 1/4 COR. SEC. 27
 N. LINE, NE 1/4, SEC. 27 & C/L 44TH STREET

CITY OF WYOMING

Description for Conditional Rezoning from R-1 to R-4:
 Part of the NE 1/4, Section 27, T6N, R12W, City of Wyoming, Kent County, Michigan, describer as:
 BEGINNING at the NW corner of Chateau Estates No. 10,

thence North along the N & S 1/4 line to the South line of the North 375 feet of the NE 1/4; thence East along said South line to the East line of the West 20 feet of the NE 1/4; thence South along said East line to the South line of the North 750 feet of the NE 1/4; thence East along said South line to a point 435.0 feet West along said South line from the East line of the West 2/3 of the North 3/4 of the West 1/2 of the NE 1/4; thence South to the NW corner of Lot 394 of Chateau Estates No. 10; thence South along the West line of said Lot to the North line of said plat; thence West to the beginning.

KOETJUE INVESTORS - CHATEAU II LLC

S87°08'00"E 20.00'

S. LINE, N. 375', NE 1/4, SEC. 27

S00°31'00"E 375.13'

E. LINE, W. 20', NE 1/4, SEC. 27

CHATEAU VILLAGE APARTMENTS

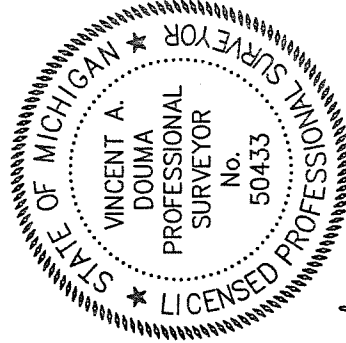
S87°08'00"E 430.63'

S. LINE, N. 750', NE 1/4, SEC. 27

FIRST ASSEMBLY OF GOD
 N-S 1/4 LINE, SEC. 27
 N00°31'00"W 825.00'

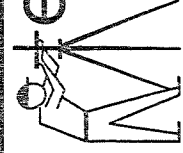
S00°20'40"E 449.79'

DEER VIEW APARTMENTS
 KOETJUE INVESTORS
 CHATEAU II LLC



- Scale 1" = 100'
- D = Deeded dimension
 - M = Measured dimension
 - P = Platted dimension
 - = Set iron stake
 - o = Found iron stake
 - ⊙ = Concrete monument
 - x- = Fence line

REZONING MAP



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