

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JANUARY 20, 2020, 7:00 P.M.

1) Call to Order

2) Invocation

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 January 6, 2020 Regular Meeting and the January 13, 2020 Work Session

7) Approval of Agenda

8) Public Hearings

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

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

1. State of the City Address by Mayor Poll

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

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 Elizabeth Rosario for Her Service as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming

- b) To Confirm the Reappointment of Lillian VanderVeen as a Member of the Board of Review for the City of Wyoming
- c) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

15) Resolutions

- d) To Authorize the Write-off of Delinquent 2013 City Property Taxes
- e) To Recognize the Michigan Power Futbol Academy as a Nonprofit Organization
- f) To Approve and Authorize the Mayor and City Clerk to Sign a Municipal Services Agreement for 28WPhase Two Limited Dividend Housing Association Limited Partnership Housing Project
- g) To Approve and Authorize and Direct the Mayor and City Clerk to Sign MIDC Grant No. 2020-114 (Budget Amendment No. 34)
- h) To Approve and Authorize and Direct the Mayor and City Clerk to Sign a Revised Indigent Defense Attorney Services Contract with the Kent County Office of the Defender

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

- i) To Accept a Proposal from Pine Rest for Forensic Psychiatric and Psychological Services and to Authorize the Mayor and City Clerk to Execute the Contract
- j) To Extend the Bid for Isolated Patching to Superior Asphalt, Inc.
- k) For Award of Bid
 - 1. Progressing Cavity Pump

17) Ordinances

- 1-20 To Amend Chapter 2, Article IV, of the Code of Ordinances by Adding Division 9 to Provide for a Service Charge in Lieu of Taxes for the 28WPhaseTwo Limited Dividend Housing Association Limited Partnership Housing Project (Final Reading)
- 2-20 To Amend Chapter 1 of the Code of Ordinances by Adding Section 1-30 to Authorize the City Attorney to Issue Municipal Civil Infraction and Uniform Law Citations and Notices and Amending Chapter 50, Article I, by Adding Section 50-5 to Prohibit Creating a Disturbance and Providing Penalties for Violations (First Reading)
- 3-20 To Amend the Code of Ordinances by Adding Subsections (5) and (6) to Chapter 30, Article VI, Section 30-203 to Describe Additional Areas for Water Well Restrictions (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ELIZABETH ROSARIO FOR HER SERVICE
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Elizabeth Rosario has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since May 18, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Elizabeth Rosario for her dedicated service as a member of the Greater Wyoming Community Resource Alliance.

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 January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF LILLIAN VANDERVEEN
AS A MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Lillian VanderVeen expires on January 31, 2020.
2. It is the desire of the City Council that Lillian VanderVeen be reappointed as a member of the Board of Review.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Lillian VanderVeen as a member of the Board of Review for the City of Wyoming, Michigan for the regular term ending January 31, 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 January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company install one LED streetlight at 3843 Minnie Ave SW.
3. Consumers Energy will replace this streetlight at no cost to the City but will charge a non-refundable payment of \$100.00 for installation.
4. Consumers Energy has submitted the attached modification to the streetlighting contract to address this change.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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 January 20, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution with Map

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of 12/4/2019, by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013.

Lighting Type:

General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):

1050853224

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

City of WYOMING

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated 12/4/2019,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Select...

I, _____, Clerk of the City of WYOMING, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

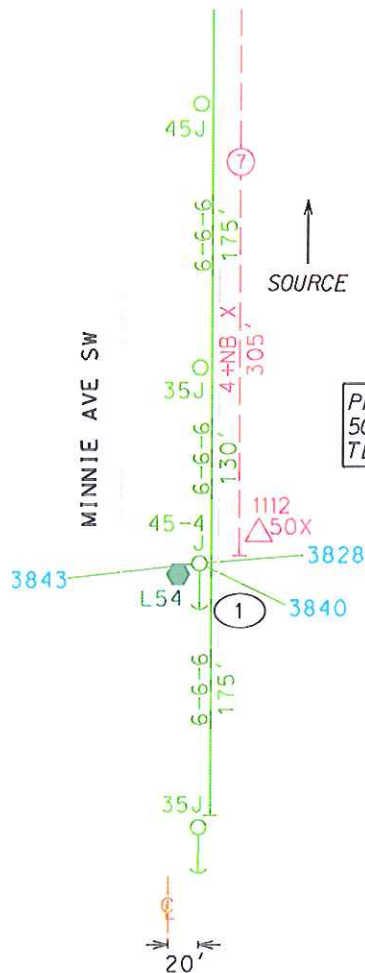
GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Non-Cutoff</u>	<u>Install</u>	3843 MINNIE AVE SW

36TH ST



KENT CO
WYOMING TWP
T06 R12 SEC.22



PROTECTIVE DEVICE:
50KVA XFMR
TLM: 0612221112

MISS DIG System, Inc.

1-800-482-7171



JOB PURPOSE STATEMENT

CUSTOMER REQUESTS TO INSTALL STREETLIGHT

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	PHONE	ALT PHONE
PROJECT DESIGNER	NOOR AOEL	616-257-4660	
ENG. COORDINATOR	KRISTEN R. GREENWOOD	269-969-8521	

NOTIFICATION
1050853224
ORDER NUMBER

Consumers Energy

A CMS Energy Company

ELECTRIC

DESIGNED BY
NAQEL
DATE
12/02/19
APPROVED BY
DATE

3843 MINNIE AVE SW, WYOMING - ECNC STL

For: CITY OF WYOMING
3843 MINNIE AVE SW

SHEET 1 OF 1
SCALE
1"=100'

-CONSTRUCTION CERTIFICATION-

Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____

TLM NUMBER

OF
RODS

OHMS

CONSTRUCTION MEASURE NUMBER

100005619965

ORDER TYPE

MAINTENANCE
ACTIVITY TYPE

DESIGN NUMBER

SUBSTATION

WD NO.

ECNC

STL

11101579

BURLINGAME

0727

CIRCUIT

CKT NO.

LCP NO.

STAKED

☐ YES

☒ NO

NEWHALL

03

0311

TREES

☐ YES

☒ NO

ELECTRIC CAD TITLE BLOCK (8-1/2x11) 10-30-2008
SHEET A

12/2/2019 12:22:06 PM C:\of\backup\wrod\ustn\dgn\11101579.001

DESIGN FILE NAME: 11101579.001

T R S 06 12 22

RESOLUTION NO. _____

TO AUTHORIZE THE WRITE-OFF OF
DELINQUENT 2013 CITY PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2013 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off.
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$583.85 in delinquent 2013 personal property ad valorem taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$583.85 in delinquent 2013 personal property taxes.

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 January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

2013 Delinquent Personal Property Tax List

Resolution No. _____

STAFF REPORT

Date: January 14, 2020

Subject: Write-Off of 2013 Delinquent Personal Property Taxes

From: Andrea Boot, Treasurer

Meeting Date: January 20, 2020

RECOMMENDATION:

It is recommended that City Council authorize the write-off of 2013 delinquent personal property taxes in the amount of \$583.85 pursuant to Public Act 206 (Property Tax Act).

COMMUNITY, SAFETY, STEWARDSHIP:

The City Treasurer is charged with collecting all property taxes billed to property owners and businesses. To keep collection cost reasonable, PA 206 (Property Tax Act) allows for personal property taxes delinquent for five years or more to be written off if the Treasurer determines that they are uncollectable.

DISCUSSION:

According to PA 206 (Property Tax Act) 211.56a, delinquent personal property taxes may be written off after being delinquent for five years. The write-off procedure requires a resolution from each taxing jurisdiction granting its permission. I am seeking permission to write off the delinquent 2013 City ad valorem taxes in the amount of \$583.85. An itemized listing is attached for your reference. Once City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurers Association compiles the resolutions from each unit and presents it as one approval by the Judge.

BUDGET IMPACT:

This write-off will reduce the overall City tax revenue by \$583.85.

Thursday, January 9, 2020

STATEMENT OF ATTEMPT TO COLLECT DELINQUENT PERSONAL PROPERTY TAXES

As Treasurer of the City of Wyoming, I, and my predecessors in office, have exercised due diligence in an effort to collect the personal property taxes listed in the Tax Report attached to this Statement. These efforts have included sending multiple past-due tax notices, the placing of telephone calls, and personal collection visits, to the persons and / or businesses contained in said Tax Report.

To the best of my knowledge and information, the personal property taxes listed in this Tax Report are, and remain, uncollectable, and should be stricken from the tax roll.



Andrea Boot
Treasurer



CITY COUNCIL

Bill VerHulst Dan Burrill Kent Vanderwood Marissa Postler Robert Posterna Sam Bolt

Jack A. Poll, Mayor

01/09/2020
08:12 AM
By: shaffert

DELINQUENT TAXES DUE FOR CITY OF WYOMING

Page: 1/1
DB: Wyoming

Tax Year: 2013 Calculated As of: 12/31/2019
POPULATION: All Records

Owner Parcel #	Tax Year	Tax Due	Intrst Due	Admin Due	Penalty	Other Fees	Total Due
DOLLAR SUPER STORE 1111 CHICAGO DR SW WYOMING MI 49509 41-50-93-181-425	2013	59.17	5.07	0.58	0.07	0.00	64.89
CAFE SAN JUAN 3549 BURLIGNAME AVE SW WYOMING MI 49509 41-50-93-985-087	2013	4.77	3.34	0.04	0.14	0.00	8.29
FIVE STAR MIKE SMITH 1215 CHICAGO DR SW WYOMING MI 49509 41-50-93-985-444	2013	335.56	28.80	3.35	0.41	0.00	368.12
MADRID PSYCHOLOGICAL 4467 BYRON CENTER AVE SW WYOMING MI 49509 41-50-93-985-891	2013	182.60	16.43	1.82	0.26	0.00	201.11
DONK'S MEXICAN JOINT OF 44TH S 509 44TH ST SE WYOMING MI 49548 41-50-93-986-066	2013	130.11	91.08	1.30	3.90	0.00	226.39
CONCEPTUAL SITE FURNISHINGS 900 47TH ST SW WYOMING MI 49509 41-50-93-986-700	2013	289.89	202.92	2.89	8.70	0.00	504.40
ART ANDREW HAIR & TANNING 3647 BYRON CENTER AVE SW WYOMING MI 49519 41-50-93-986-706	2013	236.58	14.19	2.36	0.00	0.00	253.13
CROSSROADS BEDDING & FURNITURE 3060 DIVISION AVE WYOMING MI 49548 41-50-93-986-730	2013	51.16	8.74	0.50	0.27	0.00	60.67
QUIZNOS SUBS 1522 FAIRWOOD CT SE CALEDONIA MI 49316 41-50-93-986-855	2013	53.04	4.70	0.52	0.07	0.00	58.33
CITY CENTER CHIROPRACTIC 1160 36TH ST SW WYOMING MI 49509 41-50-93-987-124	2013	353.96	31.44	3.53	0.48	0.00	389.41
DC TRUCK PARTS LLC 1548 MARQUETTE ST SW WYOMING MI 49509 41-50-93-987-384	2013	70.74	6.27	0.70	0.10	0.00	77.81
CW GROUP INC 106 54TH ST SW WYOMING MI 49509 41-50-93-987-386	2013	736.65	134.46	7.36	4.23	0.00	882.70
EQUIPMENT LEASING SPECIALISTS 9686 JUDD RD FOWLerville MI 48836 41-50-93-987-432	2013	46.64	4.19	0.46	0.07	0.00	51.36
APEX RACK & COATING 3434 BUSCH DR GRANDVILLE MI 49418 41-50-93-995-075	2013	9.35	6.55	0.09	0.28	0.00	16.27
SCOTTY'S AUTO SALES 3025 S DIVISION AVE GRAND RAPIDS MI 49548 41-50-93-995-585	2013	119.45	20.41	1.18	0.62	0.00	141.66
2013	15	2,679.67	578.59	26.68	19.60	0.00	3,304.54
DLQ PARCEL COUNT	15	2,679.67	578.59	26.68	19.60	0.00	3,304.54



State of Michigan
Michigan Gaming Control Board
Millionaire Party Licensing
3062 W. Grand Blvd, Suite L-700
Detroit, MI 48202-6062
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

RESOLUTION NO. _____

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(k)(ii))

At a regular meeting of the Wyoming City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Poll on January 20, 2020
DATE

at 7:00 ~~am~~ p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Michigan Power Futbol Academy of City of Wyoming,
NAME OF ORGANIZATION CITY

county of Kent, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for approval.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

()

PHONE NUMBER

January 8, 2020

Mr. Curtis Holt
City Manager
City of Wyoming
1155 28th St. SW
Wyoming, MI. 49509

Dear Mr. Holt,

I am writing to provide background information in support of a request and application for the grant of a license to hold an organizational fundraiser by means of a poker event.

Michigan Power Futbol Academy (MPFA) is a 501(c)3 non-for-profit established within the state of Michigan to provide youth the opportunity to play organized, competitive soccer under the direction, primarily, of licensed, professional coaches. MPFA's five member, all volunteer Board of Directors, is composed of a mix of professionals from the fields of education, social work, healthcare and business. These individuals have come together, along with the operational and coaching staff, to build a program that will develop young females and males as individuals, athletes, learners, leaders, competitors, and strong, contributing members of their communities.

MPFA has selected the City of Wyoming, and the surrounding area, as its geographic focus. The City of Wyoming was selected for three reasons. The first is a high level of interest in and recreational participation among the residents in the game of soccer. The second is a large, stable population. The third, and most important, is the comparatively low level of opportunities for local youth to access professional coaching and to play soccer at a high level of competitiveness.

While there may be many reasons for the comparatively lower level of access to organized, competitive soccer in the area, MPFA believes the primary determining factor is the disparity between what it costs to build and sustain a credentialed, professional-coaching-staff-based organization and what the average family in the community can afford. Recognizing this disparity, MPFA has committed itself to serving this community and to proactively establishing programs and partnerships to bridge the financial gap average families face.

MPFA has created a mutually beneficial relationship with the City of Wyoming Parks & Recreation Department. Under this partnership MPFA provides coach training and support to augment the non-credentialed, volunteer, community coaches within the Parks & Rec soccer program.

MPFA has created a scholarship program and actively sought financial support from major employers and members of the City of Wyoming business community.

MPFA has undertaken an outreach program to primary and secondary schools in the area, offering introductory soccer clinics and collaboratively exploring ways to incorporate organized soccer in after-school programming. As a main pillar of the MPFA organization, we help youth to recognize the importance of education both on and off the field. MPFA prioritizes academic work, time management, and emphasizes the relationship between school work and athletic preparedness not just to win games but as the basis of long term, life success. As evidence of the priority placed on education, each athlete and their parents (or guardians) are required to execute an academic contract with MPFA to be eligible to become a member of one of the organization's teams.

In addition to the preceding, the MPFA leadership and board are continually searching for additional ways to raise funds to offset costs so we can deliver affordable access to competitive soccer. The poker-based fundraiser we seek to hold is just one such example. We humbly ask that the city council grant our request to be licensed to hold this fundraising event.

Mr. Holt, MPFA is committed to the the City of Wyoming, it's citizens and it's youth. We believe that our approach to building this organization is novel. We also believe it to be responsible and sustainable. Our hope and our plan is to build a program with deep roots and lasting power. Like the community itself, we are working to build something that lives, grows and will be measured in generations rather than just years. We see every player we serve as a future parent, a future coach, a future employer and a future benefactor, giving back to the sport and to their community.

Thank you for your consideration and assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul F. Doyle', with a stylized flourish at the end.

Paul F. Doyle
President
Michigan Power Futbol Academy

MPFA's City of Wyoming Involvements –

1. MPFA sponsored The Soccer Rebellion at Marquette Park on Friday, June 14th 2019. This event is a 3v3 style tournament (similar to Gus Macker). The event provided a taco bar, live DJ, and the tournament to players age 8-16. Companies within the local area were offered space to set-up a booth to promote their business. We estimated about 100-125 people were in attendance. Our goal is to make this a yearly event.
2. MPFA attended two local churches back to school events. We provided pens, notebooks, and folders to children who attended.
3. MPFA has their financial accounts with Bloom Credit Union.
4. MPFA provided free soccer clinics to all employee's children of Lacks Industries and Mary Free Bed Rehabilitation in August 2019.
5. Summer Camps were conducting at Lamar Park in July. MPFA rented fields from the Wyoming Parks and Rec to hold these camps.
6. All outdoor training sessions (Fall/Spring) are held at Lamar and Marquette Parks. Currently with 6 teams this is approximately 96 players. We utilize these fields 4 nights a week from 5-8:30pm. Parents often drop their players off at the training fields and go shop or take non-participating children to local restaurants.
7. Most indoor training sessions are being held at local public schools (Wyoming, and Godwin Heights). We are renting this gym space.
8. MPFA and Wyoming Parks and Rec partnered together to provide the first Winter soccer training program. This is held on Tuesday and Friday nights. The Wyoming Parks and Rec receives 25% & 22% of the revenue.
9. MPFA is holding a Residential Summer Camp in July 2020. We will be offering 3 weeks of commuter and overnight camps. With the ability to accommodate 80 participants this will bring people into the Wyoming area to shop and eat at local businesses.
10. MPFA has held several team-builder events at Frankie V's. Each season we bring the players together from each team to participate in a community service project. This is the players way of giving back to the community.
11. We have a contract with the Wyoming Parks and Rec program. MPFA provides our professional coaching on each practice night (Tues/Thurs) and on Saturday's to help volunteer coaches teach the game. Currently we have a few MPFA players referring at these Saturday games.
12. Currently 29 athletes are residents of Wyoming. Of those athletes we provide 19 scholarships. These range from 50%-75% of player fee costs.
13. Coach Alex Ludwig is the JV boys' coach at Wyoming High School. He also resides within the City of Wyoming.

01/08/20

Michigan Power Futbol Academy
Profit and Loss Standard
January through December 2018

	Jan - Dec '18
Income	
Direct Public Support	
Gifts in Kind - Goods	10,000.00
Individ, Business Contributi...	1,300.00
Total Direct Public Support	11,300.00
Program Income	
Rising Legends Program	3,528.00
High School Training	750.00
Membership Dues	1,295.00
Program Income - Other	3,725.00
Total Program Income	9,298.00
Total Income	20,598.00
Gross Profit	20,598.00
Expense	
Community Donation	5,088.00
Marketing	235.85
Coaching Pay	4,909.00
Business Expenses	
CC Processing Fees	147.49
Merchant Services CC Fee	73.58
Business Registration Fees	600.00
Total Business Expenses	821.07
Contract Services	
Legal Fees	1,950.00
Total Contract Services	1,950.00
Facilities and Equipment	
Outdoor Field Rental Fees	280.00
Coaching Equipment	398.88
Indoor Field Rental	4,465.00
Facilities and Equipment - O...	-315.00
Total Facilities and Equipment	4,828.88
Operations	
League Fees	595.00
Social Media	34.91
Website Development	970.26
Postage, Mailing Service	12.12
Printing and Copying	216.09

01/08/20

Michigan Power Futbol Academy
Profit and Loss Standard
January through December 2018

	Jan - Dec '18
Supplies	<u>33.71</u>
Total Operations	1,862.09
Other Types of Expenses	
Insurance - Liability, D and O	<u>860.00</u>
Total Other Types of Expenses	<u>860.00</u>
Total Expense	<u>20,554.89</u>
Net Income	<u><u>43.11</u></u>

Michigan Power Futbol Academy

BYLAWS

February 1st, 2019

Brad J. Hall
12-26-19

ARTICLE 1 - NAME

The name of this corporation, herein referred to as THE CLUB, shall be the Michigan Power Futbol Academy.

ARTICLE 2 - PURPOSE

2.1 The CLUB shall be incorporated as a non-profit corporation under the statutes of the State of Michigan with its principle purposes to be:

- A. To promote, encourage, and improve the standard of soccer at all levels within the community.
- B. To build strong character by enhancing the mental and physical strength of the children that join our academies.
- C. To provide competitive environments that gives our players the opportunity to develop excellence on the field while promoting good sportsmanship and leadership skills.

ARTICLE 3 – SEASONAL YEAR

The seasonal year of the Michigan Power Futbol Academy shall begin on August 1 and end on July 31st of the following calendar year.

ARTICLE 4 – MEMBERSHIP

The CLUB will not discriminate against any individual on the basis of race, color, religion, age, sex or national origin.

4.1 Types of Members & Memberships

Membership in THE CLUB is comprised of:

- A. All registered players, parents and family members residing within the household.
- B. All persons who participate directly in the work of THE CLUB.
- C. Other individuals who desire to promote soccer and advance knowledge of young players may apply to the board of directors for membership status.
- D. For the purpose of the CLUB a person or family member shall be considered a member upon full payment of the annual fees.

4.2 Adherence to Standards

Each member of THE CLUB will adhere to the By-laws, policies and procedures of THE CLUB.

4.3 Voting Rights

Members who are in good standing with THE CLUB shall have the right to vote at the Annual General Meeting and any special meeting of the membership of THE CLUB. A family unit of one player shall be allowed one vote. Votes may be submitted in person or on an official ballot form prior to the meeting if available.

Members Must be 18 to vote.

ARTICLE 5- BOARD OF DIRECTORS

5.1. General Authority

The business, property and affairs of THE CLUB shall be managed and controlled by a Board of Directors unless specified otherwise in these by-laws.

The Board of Directors is responsible for developing, reviewing, amending, and enforcing the by-laws, policies, and activities of THE CLUB, including but not limited to decisions affecting finance, membership status and appeals procedures.

The Board of Directors may delegate responsibility for day-to-day operations associated with these activities.

The Board of Directors has the power to borrow money, raise funds and determine spending for THE CLUB and its members.

The Board of Directors has the authority to enter into long term contracts it deems beneficial to the club without prior notification to the general membership unless said agreement changes the nature of the CLUB in a significant manner to include but not be limited to: Change of the foundational structure of the CLUB, Name Change of the CLUB, or Merging with other Clubs.

5.2 Initial Board

The first Board shall consist of those persons elected by the Incorporators or named as the initial Board in the Articles of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting as hereinafter provided. Each director shall hold office until the expiration of the term for which he/she was elected, and until his/her successor has been duly elected and qualified, or until his/her prior resignation or removal as hereinafter provided. By Resolution, the Board may provide for the staggered election of directors.

Board of Directors terms shall be for 2 years with elections of all positions to take place at the Annual General Meeting.

5.3. Board Composition

The Board of Directors shall consist of at least five (5) elected Directors of THE CLUB, which may from time to time be increased or decreased by resolution adopted by not less than a majority of the Board of Directors, subject to the limitation that the Board of Directors shall never be reduced to less than three (3) nor increased to more than nine (9) Directors, except as otherwise provided in these By-Laws. All members of the Board of Directors shall be subject to the same and equal qualifications, rights, privileges, duties, limitations, and restrictions.

Additional positions such as At Large members will make up the remaining Board members.

5.4 Board of Director Responsibilities

It will be the responsibility of the Board to prepare a budget prior to May 1st (first) of each year. The budget will be presented at the May Board meeting, discussed, tabled and voted on at the June Board Meeting. After approval of the budget, the Board will have the authority to disburse funds as budgeted for the club. The budget may be amended with a majority of board approval.

The Board, acting together, shall constitute the administrative management of Michigan Power. They shall be responsible for:

1. The execution and advancement of the Michigan Power Strategic Plan.
2. Insuring that the club operates within the framework and intent of the Bylaws and the Rules and Regulations. This includes keeping the club in good standing as a not for profit organization.
3. Insuring the fair and equitable treatment of the players by the personnel attached to the club and that each team shall receive equal treatment, insofar as it is reasonable, regardless of the level of play.
4. The raising of funds for Michigan Power expenses.
5. Recording, publicizing, and promoting Michigan Power activities and endeavors.
6. The minutes of the Board and monthly Club Directors Summaries shall be available for review upon request for any Director or Member prior to the AGM.
7. Appointing or hiring the necessary staff and supervising their activities.

5.5 Restrictions on Service on Board of Directors

- A. Members of the Board of Directors must be members of the CLUB and be at least 18 years of age.
- B. No person convicted of a felony within the previous ten (10) years may serve as a member of the Board. Notwithstanding the previous sentence, in no event shall a person serve as a member of the Board if he or she has been convicted of a sex crime: or a crime involving the abuse of a child. Any person who is charged with a criminal act shall be suspended from the Board pending outcome of the charges.
- C. Any person missing 4 consecutive regularly scheduled Board meetings or 6 regularly scheduled Board meetings in any preceding 12 months shall be deemed to have immediately resigned as a member of the Board. Absences may be excused by the Board.

- D. The authority to determine breaches of duties of care, loyalty or candor shall rest with the Board. Generally, no Board member may financially gain as a result of any activity of the Board, or be associated with the company or organization contracting or doing business or potentially in conflict with THE CLUB in any form, unless the Board member has provided full disclosure and received authorization, approved or ratified by a majority of non-interested members of the Board
- E. Conditions for removal of Board Member by Board of Directors:
- A 2/3 vote of the membership is needed to remove a member of the Board of Directors.
 - Gross misconduct including, but not limited to: conflict of interest and financial indiscretion.
- F. All Board members must have a current Risk Management card.

5.6 Meetings

5.6-1 Regular Board Meetings

The Board shall hold regular board meetings. The President shall determine the time and location of these meetings and give reasonable notice of the meetings. Reasonable notice but not be limited to the agenda, date, time and place of the meeting. If the meeting is by a means other than in person, the notice shall also include the means by which the general membership may observe the meeting.

The Board of Directors shall meet at least six times per year at a time and location established by the President. **A schedule of the meeting will be posted on the Website.**

5.6-2 Special Board Meetings

Meetings for a special purpose may be called by the President or upon written application by a two-thirds of the Directors. A minimum twenty-four (24) notice of meetings for a special purpose shall be given and the notice shall state the purpose.

5.6.3 Written Consents in Lieu of Meetings

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if, prior to such action, a written consent thereto is signed unanimously by the members of the Board (either on a single document, via email or in counterparts), and such written consent is filed with the minutes of the proceedings of the Board.

5.6-4 Teleconferencing and other electronic meetings

A Board Member may participate in any meeting by, or conduct any meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting

5.7 Quorum and Voting Requirements

5.7-1 Quorum

A quorum must be present at all times during Board meetings in order to conduct business. Unless greater proportion is required by law, a majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item of business.

5.7-2 Votes

A member of the Board shall have one (1) vote.

5.7-3 Vote Required

A majority vote of the Board in attendance at a meeting shall be required for any action of the Board, unless otherwise specified in these By-laws.

5.7-4 Resignations

Board members may resign by submitting a written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board. Acceptance of the resignation by the Board shall not be necessary to make it effective.

A reduction in the authorized number of Directors does not remove any Director prior to the expiration of his/her term of office.

ARTICLE 6 - MEETING - MEMBERSHIP

6.1 Annual General Meeting of Members

Annual General Meeting shall meet annually in the month of November, as determined by the Executive Board.

The Board of Directors shall determine the date, time, and location of that meeting. Written notification of the meeting will be posted on the CLUB website and sent by email at least ten (10) days prior to the Annual General Meeting.

6.2 The order of business at each Annual General Meeting shall be as follows:

- *Roll Call*
- *Adoption of previous minutes*
- *Treasurer's Report*
- *Correspondence Committees and Officers reports*
- *Constitutional Amendments*
- *Old Business*
- *Election of Directors*
- *Appointment of Committees/Officers*
- *New Business*
- *Adjournment*

6.3 Quorum for Membership Meeting

A quorum shall consist of the smaller, 10 members or ten percent (10%) of the total number of Members in attendance.

6.4 Voting by Membership

1. All candidates for office shall be CLUB members
2. Nomination for the Board of Directors can be taken at any Board meeting prior to the election, sent to the President by email and candidates may be nominated from the floor during the election proceedings at the Annual General Meeting.
3. Any member in good standing shall be entitled to vote at any Annual General Meeting unless otherwise stated within these by-laws. Votes shall be cast on the basis of one vote per member. All votes at any meeting shall be cast in person by a show of hands, except in the instance of a secret ballot.
4. Voting for Board of Directors positions shall be done by show of hands at the Annual General Meeting. Winner determined by "plurality" vote. Candidate with the largest number of votes wins.

6.5 Failure of Annual Meeting

Failure to hold the Annual General Meeting at the designated time shall not cause any forfeiture or any dissolution of the Club, and all Board of Directors will maintain current positions.

ARTICLE 7 - OFFICERS

The Officers of THE CLUB shall consist of a President, Vice President, Treasurer and Secretary and Conflict Resolution Director. Officers shall be elected by vote of the Membership at the applicable Annual General Meeting.

7.1 President

The President shall have the following duties and responsibilities:

- A. Voting member of THE CLUB Board of Directors.
- B. To oversee and coordinate the activities of THE CLUB, the Board of Directors, and designee(s) of the Board of Directors.
- C. To preside at all Board and membership meetings.
- D. To appoint special or ad hoc committees, subject to Board approval.
- E. To appoint, subject to ratification by the Board, Chairs and other members of all standing committees, except where otherwise provided.
- F. The President (or his delegate) will attend league/state meetings.
- G. Other duties as specified from time to time by the Board of Directors or otherwise by THE CLUB's policies.

7.2 Vice President

The Vice President shall have the following duties and responsibilities:

- A. Voting member of THE CLUB Board of Directors.
- B. To assume the duties of the President in the case of the resignation of the President or during a temporary absence; or during the inability of the President to perform the functions of that office.
- C. Works with President, Treasurer & Registrar to review Club budget.
- D. Part of THE CLUB scholarship approval committee.
- E. Oversee and coordinate the game schedules, fields, and referee assignments with the league.
- F. To sign money disbursements made in the name of THE CLUB if needed.
- G. Other duties as specified from time to time by the Board of Directors or otherwise by THE CLUB's policies.

7.3 Secretary

The Secretary of THE CLUB shall have the following duties and responsibilities:

- A. Voting member of THE CLUB Board of Directors.
- B. To oversee communication between THE CLUB and its Members to ensure that all are kept informed of the activities of THE CLUB.
- C. To maintain the official records of THE CLUB
- D. Taking and maintaining of minutes at Board and Member meetings.
- E. To maintain the By-Laws.
- F. Insure all notices of Board meetings will be posted on the CLUB website and sent by email.
- G. Other duties as specified from time to time by the Board of Directors or otherwise by THE CLUB's policies.

7.4 Treasurer

The Treasurer of THE CLUB shall have the following duties and responsibilities:

- A. Voting member of THE CLUB Board of Directors.
- B. To ensure the sound financial operation of THE CLUB.
- C. To oversee the financial records, payment of bills and the investments of assets.
- D. To present a statement of account at every regular meeting of THE CLUB of the Board and at other times when requested by the Board and make a full report at the Annual General Meeting
- E. Prepare the annual budget with assistance from the President, DOC, Vice President and other delegated Board Member(s).

- F. To sign money disbursements made in the name of THE CLUB.
- G. Assure that an audit is performed annually of THE CLUB.
- H. Preparation and filing of Association's tax returns in a timely manner.
- I. Responsible for preparing any and all documents pertaining to the Corporation and the tax-exempt status of the association.
- J. Other duties as specified from time to time by the Board of Directors or otherwise by THE CLUB's policies.

ARTICLE 8 – REGISTRAR & OTHER STAFF

The Registrar is non-voting member of the board. The Registrar is expected to attend all board meetings exclusive of any meeting or portion of a meeting where they are the topic, unless the board invites them to said meeting.

The Registrar of THE CLUB shall have the following duties and responsibilities:

- A. The Registrar shall maintain all records and attend to the proper registration of all players and coaches.
- B. The Registrar shall ensure that all carded players are active and properly registered.
- C. The Registrar shall be responsible for building teams and rosters and properly distributing rosters to all interested parties.
- D. Will serve as Registrar with all affiliate Leagues (i.e. MSYSA, Premier, GVSA, etc.)

8.1 Director of Coaching

The Director Coaching of THE CLUB shall have the following duties & responsibilities:

- A. Reports directly to the Board of Directors.
- B. Work with the Board of Directors to establish a strategic plan for the organization that will promote the realization of THE CLUB Mission Statement.
- C. Establish best practices, curriculum, and programming for all youth programs, to deliver player and coach development.
- D. Plan, implement, and oversee all aspects of the competitive training program, along with an active advisory role for other youth programs within Michigan Power, as directed by the Board of Directors.
- E. Develop contracts for Select/Premier coaches.
- F. Meet with coaches, parents, and players on a regular basis in providing feedback on their development.
- G. Promote the club within the community and help with public relations.
- H. Organize, conduct and oversee player tryouts for each age group and ensure that fair and proper selection of players for all individuals.

- I. Shall resolve conflicts in the Select/Premier Programs.
- J. Conduct end of season review of coaches with assistance from the Executive Board.
- K. Submit a coach recommendation list to the Board of Directors at the beginning of each seasonal year. Should any positions become vacant, the DOC shall appoint replacements, subject to Board approval.
- L. Recruit club coaches willing and able to uphold the Club philosophy and curriculum
- M. Recommend the dismissal of Club coaches and/or recommend the non-renewal of annual agreements for Club coaches that are unwilling and/or unable to uphold the Club philosophy and curriculum.

ARTICLE 9 SCHOLARSHIP POLICY

The Michigan Power will award player scholarships on a case-by-case basis. These scholarships will be awarded to a player or family that can prove a financial hardship. This may be, but not limited to, a lower than average income, a larger family without the financial resources to fund all of their children's extra-curricular activities, or some other financial burden that would warrant consideration. The scholarship will only include the player club fees and the GVSA player registration fee. Any and all other expenses will be the responsibility of the family. However, this is not to exclude additional monies provided from club fund raisers that would be passed on to all players or private gifts provided for the specific purpose of assisting the scholarship player.

ARTICLE 10 – PARLIAMENTARY AUTHORITY

10.1 Robert's Rules of Order: The most recent edition of Robert's Rules of Order shall be used as a guide for conducting all SSC meetings.

10.2 Bylaws: The Michigan Power Bylaws shall supersede Robert's Rules of Order where an inconsistency exists.

ARTICLE 11 - AMENDMENTS

11.1. These bylaws may be amended or repealed by the affirmative vote of the majority of the entire Board at any meeting of the Board of Directors. The proposed amendment(s) shall be posted on the CLUB website and sent by email no later than ten (10) days before the meeting.

11.2 *Resolutions*: Any actions of the voting members relating to club policy, goals, directions, rules or regulations shall be reduced to written resolution for and appended to the bylaws as amendments.

ARTICLE 12 - DISSOLUTION

In the event of dissolution of the corporation, its assets shall be distributed for one or more of the exempt purposes specified in section 501-(c)(3) of the Internal Revenue Code or any future corresponding provision.

In no event shall any funds or properties be distributed to any CLUB members for any other use of purpose.

APPENDIX A
CODE OF CONDUCT FOR MICHIGAN POWER FUTBOL ACADEMY

The primary objective of THE CLUB is to promote participation by all children regardless of ability. The emphasis shall be on developing the skills of the children through learning and participation. The programs exist for the benefit of the children and the focus of all organized staff shall be on the teaching basic skills to the participants and on emphasizing good sportsmanship.

A. Players Code of Conduct

1. Participate for the fun and enjoyment of the sport.
2. Winning is a consideration, but not the only one, or the most important one.
3. Work hard to improve your skills.
4. Support your teammates and be a team player.
5. Be on time for all practices and games and notify your coach if you cannot be there.
6. Learn the rules and play by them.
7. Respect your coaches, teammates, parents, opponents and officials. Never argue with the decision of an official or coach.
8. Respect the playing field and the surrounding area.

B. Parents

1. Do not force your child to participate but support their desire to play. Children should be involved for their enjoyment and help them to make it fun.
2. Encourage your child to play by the rules. Children learn by example, applaud the good play of both teams.
3. Do not embarrass your child by yelling at players, coaches or officials. You may be ejected from the area for this behavior.
4. Emphasize the benefit of skill development and de-emphasize the competition especially in lower age groups.
5. Study and learn the rules of the game and support the officials.
6. Applaud a good effort in victory or defeat.
7. Recognize the importance of CLUB volunteers. Communicate with them and support them. If possible, volunteer your time to help.

C. Coaches Code of Conduct

1. Be a positive role model to your players. Always display emotional maturity and be alert to the physical safety of the players.
2. Care more about your players than winning the game. Emphasize that winning is the result of good "teamwork" as opposed to individual effort.
3. Be generous with your praise when it is deserved. Be consistent, fair, honest and just in interacting with your players.
4. Do not yell at players or verbally abuse a player, coach, official or other participant.
5. It is never appropriate under any circumstances to initiate physical contact with any player in anger, frustration or for the purpose of enforcing discipline. Behavior of this type will be subject you to criminal charges in addition to any league sanctions which may be imposed.
6. Adjust to the different personal needs and problems of your players.
7. Give all players the opportunity to participate and to improve their skills.
8. Study and learn the rules of the game.

9. Maintain an open line of communication with the parents of all of your players. Work together to develop the goals and objective of the sport.
10. Coaches are responsible for assisting the game officials in controlling their players and parents during a game.
11. Immediately seek medical attention for any serious injuries and report all injuries to the appropriate league officials. Remove any player from participation when the player is experiencing pain or any other medical condition until competent medical advice is available.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND
CITY CLERK TO SIGN A MUNICIPAL SERVICES AGREEMENT FOR
28WPHASETWO LIMITED DIVIDEND HOUSING ASSOCIATION
LIMITED PARTNERSHIP HOUSING PROJECT

WHEREAS:

1. Magnus Capital Partners has proposed development by 28WPhaseTwo Limited Dividend Housing Association Limited Partnership of a housing project on the north side of Prairie Parkway but is seeking certain incentives from the Michigan State Housing Development Authority ("MSHDA").
2. To qualify for those incentives, it is necessary for the City to approve an exemption from *ad valorem* general property taxes for the project and the property on which it will be located.
3. MSHDA allows the payment to the City of a municipal services fee pursuant to a municipal services agreement to partially pay the cost of municipal services provided by the City to the project and the property on which it is located.

NOW, THEREFORE, BE IT RESOLVED:

1. The Municipal Services Agreement for the 28WPhaseTwo Limited Dividend Housing Association Limited Partnership housing project is approved in substantially the form attached as Exhibit A subject to such changes as the Mayor, City Manager and City Attorney may approve. The Mayor and City Clerk are authorized and directed to sign that agreement on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Exhibit A: Municipal Services Agreement for 28WPhaseTwo LDHA Limited Partnership

Resolution No. _____

MUNICIPAL SERVICES CONTRACT

(28WPhaseTwo Limited Dividend Housing Association Limited Partnership Housing Project)

This Municipal Services Contract is made as of January 22, 2020, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the "**City**"), and 28WPhaseTwo Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, with offices at 733 3rd Avenue, 16th Floor, New York, NY 10017 (the "**Sponsor**").

RECITALS

A. The Sponsor has applied for low income housing tax credits and a federally- or MSHDA-aided mortgage from the Michigan State Housing Development Authority ("**MSHDA**") in order to develop Phase I of the housing development depicted on the Site Concept Plan prepared by Hooker De Jong, labeled "Apartments at 28 West Place," submitted to the City by Magnus Capital Partners on March 12, 2019, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city (the "**Project**") on the following described property (the "**Property**").

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'56"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 460.00 feet along the East line of the West 827 feet of said NW 1/4; thence S88°22'14"E 558.12 feet to the PLACE OF BEGINNING of this description; thence S88°22'14"E 441.77 feet to the East line of the West 1827 feet of said NW 1/4; thence S00°24'13"E 569.32 feet along said East line to the North line of Prairie Parkway; thence N88°22'21"W 461.94 feet along said North line; thence N01°37'39"E 568.98 feet to the place of beginning.

B. The State Housing Development Authority Act of 1966, 1996 PA 346, MCL 126.1401 *et seq.* (the "**Act**"), empowers municipalities to grant property tax exemptions for such housing developments.

C. The City has adopted Ordinance No. 1-20 providing that the Project is eligible for a property tax exemption under the Act, a copy of which is attached as **Exhibit A** (the "**Ordinance**").

D. The City wishes to ensure the Sponsor acquires, constructs, owns and operates the Project as depicted in Exhibit A within the promised time.

E. The Sponsor wishes to ensure that municipal services will be provided to residents of the Housing Development throughout the period when the Project is exempt from property taxes.

TERMS AND CONDITIONS

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

1. Development.

A. The Sponsor will acquire, construct, own and operate the Project on the Property with construction beginning not later than December 31, 2022.

B. If construction has not begun (by the pouring of footings and foundations following the issuance of building permits for the buildings and other improvements comprising the Project), by December 31, 2022, the City Council may choose to repeal the Ordinance and terminate this Agreement. Before undertaking action to do so, the City shall give the Sponsor and the MSHDA written notice of the meeting at which such action will be considered and provide the Sponsor and MSHDA an opportunity to address the City Council

before any such action is formally considered.

2. Municipal Services. The City shall provide municipal services to the Property, the Project and the Project's occupants just as it does for all similar property in the City.

3. Municipal Services Fee.

A. There shall be paid to the City a municipal services equal to 2.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for the Project during each operating year.

B. The annual municipal services fee for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties shall be collectible in the same manner as for *ad valorem* property taxes under the City Charter, this Code of Ordinances and the General Property Tax Act, 1893 PA 206, MCL 211.1 *et seq.*

C. The amounts paid pursuant to this agreement shall be in addition to the amounts paid pursuant to the Ordinance.

4. Annual Reporting. Beginning in the year in which the Sponsor first receives the benefit of the tax exemption granted under the Ordinance (the "**Tax Exemption**"), the Sponsor shall annually submit to the city assessor on or before April 30 an audit report showing the Annual Shelter Rent collected and the utilities paid by the Sponsor in the prior year.

5. Term. This agreement shall take effect as of the date first written about and shall remain in effect for each year that the tax exemption provided under the Ordinance remains in effect.

6. General Provisions.

A. Any notice, request or other communication given pursuant to this Agreement 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 16.A.

B. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreements. It shall not be amended or modified except in writing signed by all the 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 Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted 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 Agreement. However, the recitals are an integral part of this Agreement.

F. This Agreement and the rights and obligations under this Agreement are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

G. This Agreement 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 as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this Agreement on a future occasion.

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 Agreement 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 Agreement 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

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form:

Scott G. Smith, City Attorney

**28WPHASETWO LIMITED DIVIDEND HOUSING
ASSOCIATION LIMITED PARTNERSHIP**

By: Magnus Capital Partners LLC, its sole
member

By: _____
Vishal Arora, Managing Member

**STATE OF MICHIGAN
COUNTY OF KENT**

On _____, 2020, Jack A. Poll and Kelli A.
VandenBerg, known to me as the Mayor and
Clerk, respectively for the City of Wyoming,
acknowledged their signatures before me.

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

**STATE OF _____
COUNTY OF _____**

On _____, 2020, Vishal Arora, known to
me as the Managing Member of Magnus Capital
Partners LLC, which is the sole member of
28WPhaseTwo Limited Dividend Housing
Association Limited Partnership, acknowledged
his signature before me.

*
Notary public, _____ County, ____
Acting in _____ County, _____
My commission expires: _____

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. VandenBerg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Exhibit A: Ordinance No. 1-20

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE AND DIRECT THE MAYOR
AND CITY CLERK TO SIGN MIDC GRANT NO. 2020-114

WHEREAS:

1. The city is the “court funding unit” for the 62-A District Court (the “court”).
2. The Michigan Indigent Defense Commission (“MIDC”) offered a grant for the state’s 2020 fiscal year to support criminal defense attorney services for indigent defendants with cases pending before the court.

NOW, THEREFORE, BE IT RESOLVED:

1. The MIDC Grant No. 2020-114 is approved in substantially the form attached subject to changes approved by the City Manager and City Attorney, and the Mayor and City Clerk are authorized and direct to sign it on behalf of the city.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Grant Contract

CITY OF WYOMING BUDGET AMENDMENT

Date: February 20, 2020

Budget Amendment No. 034

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$358,250.00 of additional budgetary authority to fund the Michigan Indigence Defense Commission standards and recognize the associated revenue as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Indigent Defense Fund</u>				
State Grant				
260-571.000	45,798.25	163,570.70		209,368.95
Transfer from General Fund				
260-699.101	-	7,161.15		7,161.15
General Government - District Court - Salaries Temporary				
260-000-13600-707.000	27,160.58	2,367.82		29,528.40
General Government - District Court - FICA				
260-000-13600-715.000	2,081.07	182.13		2,263.20
General Government - District Court - Workers Comp Insurance				
260-000-13600-719.000	39.68	0.32		40.00
General Government - District Court - Operating Supplies-Equipment				
260-000-13600-740.300	527.37	16,568.39		17,095.76
General Government - District Court - Professional Services Legal Special Council				
260-000-13600-801.021	110,810.00	176,704.99		287,514.99
General Government - District Court - Software Services				
260-000-13600-806.000	3,800.00	3,400.00		7,200.00
General Government - District Court - Insurance Liability				
260-000-13600-910.000	605.96	50.83		656.79
General Government - District Court - Capital Outlay Misc.				
260-000-13600-975.153	-	20,000.00		20,000.00
Fund Balance/Working Capital (Fund 260)		<u>\$ -</u>	<u>\$ 141,720.15</u>	
<u>General Fund</u>				
Transfer Out - Transfers - Transfers Indigent Defense Fund				
101-999-99900-999.260	-	7,161.15		7,161.15
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ 7,161.15</u>	

CITY OF WYOMING BUDGET AMENDMENT

Date: February 20, 2020

Budget Amendment No. 034

Recommended: Kate Baffert
Finance Director

UAF See
Deputy City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2019-2020 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: January 15, 2020
Subjects: MIDC Grant, Revised KCOD Contract and Indigent Defense Fund Budget Amendment
From: Scott Smith, City Attorney
Meeting Date: January 20, 2020

RECOMMENDATIONS:

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign MIDC Grant No. 2020-114 for State FY 2020.

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign Revised Indigent Defense Attorney Services Contract with the Kent County Office of the Defender.

Approve the Budget Amendment to revise the Fund 260 Indigent Defense Fund Budget to add grant revenues of \$152,400 and corresponding expenses of \$152,000 for payments to the KCOD for indigent defense services.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Approvals will enable the City to continue to provide for criminal defense services for indigent community members in accordance with statewide standards.

Safety – Providing appropriate criminal defense to indigent defendants is a key element of the criminal justice system and is therefore a component of law enforcement.

Stewardship – The MIDC grant funds most of the costs of implementing the MIDC’s indigent criminal defense standards.

BUDGET IMPACT:

Approval of these changes will increase the budget for the Indigent Defense Fund in an amount equal to the increased grant funds being provided under the proposed grant agreement.

DISCUSSION:

The Michigan Indigent Defense Commission (“MIDC”) adopted 8 Minimum Standards for Indigent Criminal Defense Services, the first 4 of which were initially implemented by the 62-A District Court beginning August 1, 2019. Before that implementation, the City needed to estimate its grant fund needs for the state’s FY 2020 that began on October 1, 2019. City budget needs were estimated based on caseload estimates derived from historic numbers of cases in which the court assigned defense counsel. Actual case assignments with the implementation of the MIDC standards were markedly (many times) higher than the estimates. While the court has made some adjustments, it seems there may be a need to have more than one attorney assigned to represent indigent defendants in case before the court.

Cooperative efforts among court, KCOD and city representatives that were at least tacitly supported by MIDC staff resulted in the MIDC’s December 17, 2019 approval of revised FY 2020 budget and grant amounts that will enable the City to fund additional KCOD staff if assigned caseloads require that additional staffing. The resulting Grant No. 2020-114 includes the FY 2020 funding for the state’s FY 2020.

Corresponding changes are needed in the City’s contract with the KCOD and in budget for the City’s Indigent Defense Fund. To ensure the most clarity, the existing proposed Revised Indigent Defense Attorney Services Contract will replace the current contract among the Court, the City and the KCOD.



MICHIGAN INDIGENT DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2020 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

Fiscal Year 2020 Grant Contract

Please read the grant contract carefully and share it with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit's approved budget.

Grant Reporting and Webinars

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. *Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

Upcoming Commission Meetings

The Commission's final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission's website, www.michiganidc.gov, in advance of the meeting. We welcome you to attend the

meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our website, www.michiganidc.gov/grants, where you can find information regarding the time and location of the Commission's meetings, as well as other updated information.

Sincerely,

s/Loren Khogali

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Phone: (517) 275-2845/Email: khogalil@michigan.gov

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
City of Wyoming

GRANTEE/ADDRESS:

Curtis Holt
City Manager
1155 28th Street SW
Wyoming, MI 49509
616-530-7272

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
200 N. Washington Square
Lansing, MI 48933
517-657-3060
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET: \$358,250.00

FY 20 State Grant Contribution:	\$209,368.70
FY 20 Local Share Contribution:	\$7,161.15
FY 19 Prior Year Unspent Funds:	\$141,720.15

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048344

GRANT

This is Grant # 2020-114 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and the City of Wyoming (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act.. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

- H. “Substantial Change” to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 *et seq*, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee’s Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee’s Compliance Plan will be submitted quarterly with the Grantee’s quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval

by MIDC staff, but must be reported quarterly in the next financial status report.

- 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
- 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$351,088.85.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2019 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement
25% disbursement – May 15, 2020
25% disbursement – August 14, 2020 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;
Expenditures for the reporting period by budget category;
Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget

categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/19–12/31/19 - – January 31, 2020

2nd FSR and compliance report for 1/1/20-3/31/20 – April 30, 2020

3rd FSR and compliance report for 4/1/20-6/30/20 – July 31, 2020

Final FSR and compliance report for 7/1/20-9/30/20 – October 31, 2020

1.5 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which

will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit the Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an 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, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

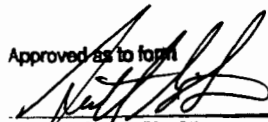
Date

Curtis Holt, City Manager
City of Wyoming

Date

GRANT NO. 2020-114

Approved as to form



Scott G. Smith, City Attorney

Date: 1/16/2020

Compliance Planning Costs

This is updated and revised to reflect FY 2020 financial needs based on actual August and September 2019 caseloads and experience.

Originally submitted and approved FY 20 amount = \$113,300

Increase for KCOD Jail arraignment services = \$17,700

Increase for additional attorney & partial cost of support staff = \$134,700

Total FY 20 request = \$265,700

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY20, if seeking reimbursement under this provision.

Are you submitting a worksheet for planning costs? ☒ Yes | ☐ No

If yes, do you have receipts showing that non-funding unit employees have been paid?

☐ Yes | ☒ No – No employees outside of employees paid through the City's payroll system were included in the planning costs. Court employees are paid through the City's payroll system as well.

Submitter Information

Funding Unit/System Name: City of Wyoming/62-A District Court

Submitted By (include name, title, email address and phone number): Scott G. Smith, City Attorney, smithsg@wyomingmi.gov, (616) 530-3194

Local Share

Please Note: Per MCL 780.983(i), the Local Share for your indigent defense system for FY 2020 will be indexed by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. CPI for the most recent period is 2.2%; FY2020 requests should include Local Share funding enhanced by this factor.

Any change or corrections to your baseline local share calculation from FY19?

☐ Yes | ☒ No

If yes, please explain: Only CPI adjustment referred to above.

Attachments Submitted

- ✓ Have you attached your FY20 cost analysis? ☒ Yes | ☐ No

It is revised to show the cost of an added attorney based on 2-months experience and anticipated needs.

- ✓ Did you submit a list of the attorneys providing services? ☒ Yes | ☐ No

- ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning? ☐ Yes | ☒ No – The City has routinely provided that information in quarterly reports.

- ✓ Have you attached your revised local share certification (with CPI increase)?
☐ Yes | ☒ No – Not required – Only change is CPI

- ✓ If you have developed any local policies for implementing the MIDC's Standards, please attach to this application.

Standard 1

Training of Attorneys

Number of attorneys as of October 1, 2019: 1, though if this revised budget is approved, KCOD will assign a second one.

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019: One, though she has extensive experience in Florida.

Any changes in your training plan from FY19? ☐ Yes | ☒ No

If yes, please describe: Note: KCOD ensures training meets MIDC requirements.

Any changes in your funding needs from FY19 for this standard? ☒ Yes | ☐ No

If yes, please describe: If this revised budget is approved KCOD will assign a second attorney and training costs are included.

Standard 2

Initial Attorney meetings

How and when are defense attorneys notified of new assignments?

By daily e-mail from the court.

How are you verifying that in-custody attorney visits occur within three business days?

KCOD and Kent County Jail personnel are reporting.

How are you verifying introductory communications from the attorney with defendants who are not in custody?

KCOD is verifying. Because KCOD started such services August 1, 2019, some aspects are still "works in progress" to ensure those introductions are timely and smooth.

How are you compensating attorneys for this standard? Please provide details:

Wyoming has contracted with the Kent County Office of the Defender for all attorney services. Wyoming makes monthly payments to the KCOD per the contract.

Any change in the initial interview procedure from your FY19 plan? ☐ Yes | ☒ No

If yes, please explain:

Any change from your FY19 funding needs for initial interviews? ☒ Yes | ☐ No

If yes, please explain:

Wyoming has contracted with the Kent County Office of the Defender for all attorney services. KCOD seeks an increase for jail arraignments (\$17,700) and, based on 2-months' experience with actual assignments and caseloads, for an additional KCOD attorney assigned to the 62-A District Court with 0.4 KCOD support supporting both attorneys (\$134,700). The attorney will be added only if, after some additional "shake-out" time the caseload requires that addition.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Confidential Meeting Spaces

Are there confidential meeting spaces in the jail? ☒ Yes | ☐ No

Please explain or describe:

Are there confidential meeting spaces in the courthouse for in-custody and out-of-court clients? ☒ Yes | ☐ No

Please explain or describe:

Any change from the FY19 plan for meeting spaces? ☒ Yes | ☐ No

Please explain or describe:

For FY 2020, Wyoming has added \$20,000 to the budget request to reconfigure the Court's lock up area to allow for more ideal private meeting spaces and \$16,000 to the budget request to add two additional private courtroom meeting spaces.

Any change in FY19 funding needs for meeting spaces? ☒ Yes | ☐ No

Please explain or describe:

For FY 2020, Wyoming has added \$20,000 to the budget request to reconfigure the Court's lock up area to allow for more ideal private meeting spaces and \$16,000 to the budget request to add two additional private courtroom meeting spaces.

If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project:

Completed.

Standard 3

Experts and Investigators

Do you have a written policy for requesting experts or investigators? ☐ Yes | ☐ No

If yes, please explain or attach: KCOD has control of the budgeted amount and makes the assignments.

Any change in the process from FY19? ☐ Yes | ☒ No

If yes, please explain:

Any change in your funding needs for Standard 3 from FY19? ☐ Yes | ☒ No

If yes, please explain:

Standard 4

Counsel at First Appearance and Other Critical Stages

How are you providing counsel at first appearance and other critical stages? Please provide details: KCOD is appointed for jail arraignments. Defendants are given rights forms explaining their rights to representation and forms to ask for indigent defense counsel when entering the courthouse. Before court personnel enter the courtroom, KCOD personnel address those awaiting arraignment in the courtroom explaining their right to counsel. We are still trying to find ways to make sure eligible defendants are aware of the availability of appointed counsel.

Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc. ☒ Yes | ☐ No

If yes, please provide details: Mailed pleas are accepted from out-of-state defendants and others unable to get to the court. None are taken over-the-counter since MIDC implementation.

How are you calculating compensation for this standard? Please provide details: Wyoming pays KCOD a monthly flat fee for all attorney services.

Will there be any change in this process from FY19? ☐ Yes | ☒ No

If yes, please explain:

Any change in how you are paying attorneys for this standard from FY19? ☐ Yes | ☒ No

If yes, please explain:

Will there be any change in your funding needs for this standard from FY ☒ Yes | ☐ No

If yes, please explain:

If the revised budget is approved, KCOD will be paid additional amounts for representation at jail arraignments and for a second assigned attorney.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Personnel

Any personnel positions/hours eliminated or reduced from FY19? ☒ Yes | ☐ No

If yes, please explain: Changed hours for reporting personnel to 24 hours per week from 25 due to HR requirements. Wage changes due to potential annual review increase and COL increase.

Any additional positions/hours requested from FY19? ☐ Yes | ☒ No

If yes, please explain:

Any change in fringe benefits from FY19? ☒ Yes | ☐ No

If yes, please explain: The workers compensation rate decreased slightly for FY 2020.

Supplies & Other

Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.

For FY 2020, the City has added \$1,000 for a scanner to be able to provide documentation to defense council in a timely manner to meet timing requirements of meetings with defendants. The City has also added \$1,200 to the budget for a dedicated internet connection for use by the KCOD while at the courthouse.

Indigent Defense System Cost Analysis

Grant Year October 1, 2019 - September 2020

Funding Unit Name (s) City of Wyoming

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Christine McMahon	PT Admin Assistant to City Attorney						
Rate as of Oct 2019		\$22.36/hr x 24 hrs/wk x 26 wks	13,960.00	13,960.00	0.00		13,960.00
Rate as of Apr 2020-Annual Step Increase		\$22.83/hr x 24 hrs/wk x 14 wks	7,670.00	7,670.00	0.00		7,670.00
Rate as of Jul 2020-Annual COL Increase		\$23.17/hr x 24 hrs/wk x 12 wks	6,680.00	6,680.00	0.00		6,680.00
Category Summary			28,310.00	28,310.00	0.00	0.00	28,310.00

Budgeting only 24 hours per week rather than 25 hours per week due to HR requirements. The City is intending on the current Administrative Assistant to the City Attorney doing the majority of the compliance and reporting work. Although as the plan is implemented, this may change requiring the original intent of a full part time person. Budgeting as if this position is only working on the grant in anticipation of this being the case. The wage calculations are based on an annual performance increase expected in April of 2020 and our annual COL increase in July 2020.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding Sources	Total
FICA	7.65%	2,170.00	2,170.00	0.00		2,170.00
Liability Insurance	2.20%	630.00	630.00	0.00		630.00
Workers Compensation Insurance	0.13%	40.00	40.00	0.00		40.00
Category Summary	2.33%	2,840.00	2,840.00	0.00	0.00	2,840.00

For part-time employees of the City of Wyoming, FICA, liability insurance and workers comp insurance is charged based on a percent of payroll. These are the same fringe benefit types and amounts as FY 2019 with the exception of workers compensation which decreased by 0.01% for the City's fiscal year beginning 7/1/19. These amounts were calculated based on the wages in the Personnel section, rounded up to the nearest ten.

Contractual

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Kent County Office of the Defender	Attorney Services	12 months x \$9,166.66	110,000.00	102,838.85	7,161.15		110,000.00
Kent County Office of the Defender	CPI Increase on above	3%	3,300.00	3,300.00			3,300.00
Kent County Office of the Defender	Addition of 2nd Attorney		134,700.00	134,700.00			134,700.00
Kent County Office of the Defender	Attorney at Video Arraignmen Incl 3% inc over current yr		17,700.00	17,700.00			17,700.00
Category Summary			265,700.00	258,538.85	7,161.15	0.00	265,700.00

The City of Wyoming has entered in to a 2-year contract with the Kent County Office of the Defender to provide all attorney services relating to indigent defense. This is a change from the budget for FY 2019, as at that time a contract had not been in place. The fee for July 2019-June 2020 is \$9,166.66. For the second year of the contract, the monthly payments will be the same amount plus a cost-of-living adjustment. We are including a cost-of-living adjustment of 3% for the budget since the cost-of-living for the second year is not yet known. The Local Share amount is our full share amount applied to this category. The calculation for the Local Share is the FY 2019 amount of \$7,007 multiplied by the Urban CPI index of 2.2% provided in the MIDC Cost Analysis Instructions. Due to realization of caseload after implementation, the need for a second attorney is being realized in these budget amounts. The amount for an attorney at video arraignments (Wyoming's portion) has also been included. It was omitted in error in the FY 2019

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
TBD	Investigation	MIDC Rates	5,000.00	5,000.00			5,000.00
TBD	Experts	MIDC Rates	5,000.00	5,000.00			5,000.00
Category Summary			10,000.00	10,000.00	0.00	0.00	10,000.00

Requesting the same amounts as FY 2019. The Court in the past has used very little of these services. However, due to the unknown nature of future cases, we are budgeting these amounts in case of future need.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Courthouse lock up area, reconfiguration of space to add additional meeting areas			20,000.00	20,000.00			20,000.00
Category Summary			20,000.00	20,000.00	0.00	0.00	20,000.00

The courthouse lock up area currently has some area available for meeting spaces. However, the spaces are not convenient or ideal for this use. This project requires reconfiguration of cement brick walls. This is an estimate based on other work done throughout the City buildings over the last couple years. No formal estimate has been received.

Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Category Summary			0.00	0.00	0.00	0.00	0.00

No request for funds for this category, same as last grant year.

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
1. Two meeting spaces w/furniture	TBD		16,000.00	16,000.00			16,000.00
2. Scanner	TBD	Qty 1	1,000.00	1,000.00			1,000.00
Category Summary			17,000.00	17,000.00	0.00	0.00	17,000.00

- Two meeting spaces were added in Dec 2018. Two additional are needed. The price is based on the amount paid in December 2018 with an additional \$2,000 added for potential increases in product cost. Total includes partition walls, table, chairs and installation. See Custer invoice attached for detail from December 2018 purchase.
- A scanner is being requested to be able to provide documentation to defense council in a timely manner to meet the timing requirements of meetings with clients.

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Registration Fees	GRBA/KCOD	\$25/hr x 12 hrs x 20 attorneys	6,000.00	6,000.00			6,000.00
Training & Development	GRBA/KCOD	\$75/hr x 16 hrs	1,200.00	1,200.00			1,200.00
Category Summary			7,200.00	7,200.00	0.00	0.00	7,200.00

Requesting the same amounts as FY 2019. The vendor may be the Kent County Office of the Defender on a reimbursement basis.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
1. Case Mgmt Software/Roster Mgmt	TBD		6,000.00	6,000.00			6,000.00
2. Dedicated private internet connection	TBD	\$100/mo * 12 mos	1,200.00	1,200.00			1,200.00
Category Summary			7,200.00	7,200.00	0.00	0.00	7,200.00

1. Requesting the same amounts as FY 2019. Because of delayed implementation, it is not yet known the full extent of the tracking or modifications that might be needed.
2. Requesting internet services to provide a dedicated private connection for the defenders office to use while at the courthouse.

Budget Total			358,250.00	351,088.85	7,161.15	0.00	358,250.00
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List of 62-A District Court Indigent Criminal Defense Attorneys

As of October 1, 2019, only KCOD attorneys will ordinarily be providing services.

Kirsten Leigh Holz (P83656), a seasoned veteran indigent criminal defense attorney in Florida provides those services.

If the revised FY 2020 financial plan is approved, KCOD will provide an additional attorney for the 62-A District Court.

Prior to October 1, 2019 the following attorneys also provided services:

R. John Stephen (P71686)

Anne E. Lewis (P68014)

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective October 1, 2019

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
October 1, 2019**

Michigan Select Cities / Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

**Department of Licensing and Regulatory Affairs
Michigan Indigent Defense Commission
FINANCIAL STATUS REPORT**

1. Name and Address of Grantee	2. Funding Unit(s)			3. Grant Number		4. Grant/Contract Period From: _____ To: _____			
	5. Current Report Period From: _____ To: _____			6. Final Report YES _____ NO _____		7. Total Grant Amount State Grant _____ Local Share _____			
Contracts									
8. Cost Categories	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total
a. Expenditures this Report Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
b. Local Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. State Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Total Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e. Local Share Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f. State Grant Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. State Grant Advancements									
a. Received this reporting period \$0.00									
b. Received to date \$0.00									
10. Remarks	11. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments. authorizing signature _____ date _____ position _____ email/phone contact _____				12. MIDC Approval Grant Manager's Signature _____ Date _____ State Office Admin. Signature _____ Date _____				

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE AND DIRECT THE MAYOR AND
CITY CLERK TO SIGN A REVISED INDIGENT DEFENSE ATTORNEY SERVICES
CONTRACT WITH THE KENT COUNTY OFFICE OF THE DEFENDER

WHEREAS:

1. The city is the “court funding unit” for the 62-A District Court (the “court”).
2. The Michigan Indigent Defense Commission (“MIDC”) and Michigan Department of Licensing and Regulatory Affairs adopted standards for defense of indigent criminal defendants and the MIDC provided a grant to the city to pay costs to meet those standards to the extent the costs exceed amounts the city was paying for such services prior to implementing those standards.
3. The grant requires the city to contract for attorneys meeting qualifications to provide indigent defense attorney services established by those standards.
4. The Kent County Office of the Defender (“KCOD”) currently provides defense attorney services for indigent defendants in cases assigned by the court but a revised contract has been proposed to address changes in those services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Revised Indigent Defense Attorney Services Contract is approved in substantially the form attached subject to changes approved by the City Manager and City Attorney and the Mayor and City Clerk are authorized and directed to sign it for the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

STAFF REPORT

Date: January 15, 2020
Subjects: MIDC Grant, Revised KCOD Contract and Indigent Defense Fund Budget Amendment
From: Scott Smith, City Attorney
Meeting Date: January 20, 2020

RECOMMENDATIONS:

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign MIDC Grant No. 2020-114 for State FY 2020.

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign Revised Indigent Defense Attorney Services Contract with the Kent County Office of the Defender.

Approve the Budget Amendment to revise the Fund 260 Indigent Defense Fund Budget to add grant revenues of \$152,400 and corresponding expenses of \$152,000 for payments to the KCOD for indigent defense services.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Approvals will enable the City to continue to provide for criminal defense services for indigent community members in accordance with statewide standards.

Safety – Providing appropriate criminal defense to indigent defendants is a key element of the criminal justice system and is therefore a component of law enforcement.

Stewardship – The MIDC grant funds most of the costs of implementing the MIDC’s indigent criminal defense standards.

BUDGET IMPACT:

Approval of these changes will increase the budget for the Indigent Defense Fund in an amount equal to the increased grant funds being provided under the proposed grant agreement.

DISCUSSION:

The Michigan Indigent Defense Commission (“MIDC”) adopted 8 Minimum Standards for Indigent Criminal Defense Services, the first 4 of which were initially implemented by the 62-A District Court beginning August 1, 2019. Before that implementation, the City needed to estimate its grant fund needs for the state’s FY 2020 that began on October 1, 2019. City budget needs were estimated based on caseload estimates derived from historic numbers of cases in which the court assigned defense counsel. Actual case assignments with the implementation of the MIDC standards were markedly (many times) higher than the estimates. While the court has made some adjustments, it seems there may be a need to have more than one attorney assigned to represent indigent defendants in case before the court.

Cooperative efforts among court, KCOD and city representatives that were at least tacitly supported by MIDC staff resulted in the MIDC’s December 17, 2019 approval of revised FY 2020 budget and grant amounts that will enable the City to fund additional KCOD staff if assigned caseloads require that additional staffing. The resulting Grant No. 2020-114 includes the FY 2020 funding for the state’s FY 2020.

Corresponding changes are needed in the City’s contract with the KCOD and in budget for the City’s Indigent Defense Fund. To ensure the most clarity, the existing proposed Revised Indigent Defense Attorney Services Contract will replace the current contract among the Court, the City and the KCOD.

REVISED INDIGENT DEFENSE ATTORNEY SERVICES CONTRACT

This Revised Indigent Defense Attorney Services Contract is made as of January 21, 2020, among the 62-A District Court, a Michigan district court of the third class of 2650 DeHoop Ave SW, Wyoming, MI 49509 (the "**Court**"), the City of Wyoming, a Michigan municipal corporation and the court funding unit for the Court of 1155 28th St SW, Wyoming, MI 49509 (the "**City**"), and the Kent County Office of the Defender, a Michigan corporation of 146 Monroe Center NW, Suite 920, Grand Rapids, MI 49503 (the "**KCOD**").

RECITALS

A. The Michigan Indigent Defense Commission ("**MIDC**") proposed Minimum Standards for Indigent Criminal Defense Services and the Michigan Department of Licensing and Regulatory Affairs ("**LARA**") approved the first four standards ("**Standards 1-4**") that courts and court funding units must implement.

B. Standards 1-4 require defense attorneys to meet education and training requirements, to conduct initial interviews early in the proceedings, to be able to engage investigators and retain reasonably needed experts, and to provide counsel at first appearance and other critical stages of the case.

C. Pursuant to the Michigan Indigent Defense Commission Act, 2013 PA 93, MCL 780.991 *et seq.*, as amended by 2018 PA 214, the MIDC and the City entered into a contract for MIDC Grant #2020-114 to the City, a copy of which contract is attached as **Exhibit A**, to fund a portion of the costs of implementing Standards 1-4 for indigent criminal defense services for qualifying criminal defendants with cases in the Court in accordance with a City-filed Compliance Plan and a Budget during the state's 2020 fiscal year (the "**Grant**").

D. The parties previously entered into an Indigent Defense Attorney Services Contract dated as of July 1, 2019, and supplemented that contract with a letter from the City attorney to KCOD providing KCOD control of funds set aside for investigations and expert witnesses, dated May 14, 2019, signed by KCOD on May 22, 2019, and by the City Manager on May 30, 2019, (together, the "**2019 Contract**").

E. The parties learned the 2019 Contract and the City's FY2019 MIDC grant failed to fund KCOD's representation of the Court's defendants held at the Kent County Jail and that the KCOD caseload exceeded their collective expectations, perhaps necessitating an additional KCOD attorney.

F. At its December 17, 2019 meeting, the MIDC approved a revised FY2020 Compliance Plan and Budget and the Grant, sent to the City by the MIDC on January 6, 2020 incorporates those revisions enabling the City to fund KCOD's services at arraignments of Court defendants held at the Kent County Jail and, if necessary, to fund a second KCOD attorney to be assigned to Court defendants.

G. The parties therefore wish to enter into this Contract to supersede and replace the 2019 Contract.

TERMS AND CONDITIONS

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

1. Services. The KCOD will provide indigent legal defense attorney services in cases assigned by the Court and for video arraignments of criminal defendants in cases pending before the Court who are lodged at the Kent County Jail in compliance with Standards 1-4, the Grant, and this Contract.

A. The KCOD will assign KCOD attorneys and other KCOD personnel to provide services under this Contract.

1. The KCOD and its assigned attorneys will comply and act in accordance with (i) Standards 1-4, (ii) the Michigan Rules of Professional Conduct, (iii) the Michigan Court Rules, (iv) applicable Michigan law, (v) the Court's rules, policies and practices, and (vi) this Contract and the Grant.

2. The KCOD will ensure its attorneys meet with clients, and are prepared for and attend scheduled arraignments, pre-trial conferences, pleas, trials and other Court events. If an assigned attorney is unavailable, the KCOD will assign a substitute or new counsel as reasonably needed to avoid postponements or other unnecessary delays.

3. The KCOD, the Court and, as needed, the City will cooperatively schedule arraignments, pre-trial conferences, pleas, trials and other events in a mutually acceptable manner. The Court and the City will extend KCOD attorneys the same scheduling courtesies they extend to other law firms and defense attorneys.

B. The KCOD will periodically and as requested report to the City Attorney in writing the information needed by the City to comply with the Grant's reporting and other accountability requirements related to KCOD's services and KCOD attorney qualifications. The parties will cooperatively develop mutually acceptable reporting methods and schedules that enable Grant compliance without unduly burdening any party.

1. The KCOD will arrange all training/education of KCOD personnel to comply with Standards 1-4 and the Grant.

2. The City will reimburse the KCOD, the Grand Rapids Bar Association, or other training provider(s) for costs of the training required to meet Standards 1-4 and the Grant. The KCOD or training provider will invoice the City for the City's pro-rata share of costs of that training on the same basis they invoice other court funding units for such services. Costs paid by the City for training/education will not exceed the amounts in the MIDC-approved Grant Budget.

C. The KCOD will be solely responsible for KCOD personnel and their actions. Neither the City nor the Court will direct the KCOD to assign (or not to assign) any particular attorneys or personnel or otherwise direct the KCOD or KCOD personnel. However, either the City or the Court may from time-to-time interact with KCOD management (i.e., KCOD supervisory or other management personnel identified by KCOD as key KCOD contact(s)) regarding concerns, praises, or other matters related to KCOD personnel and the KCOD will address those matters as the KCOD deems appropriate. Nothing in this Contract precludes the Court or the City from addressing concerns about a KCOD attorney in a manner like that with which either may deal with other attorneys appearing in the Court.

D. The KCOD will use interpreter services pursuant to any contract entered into between the Court and interpreter service providers. KCOD attorneys assigned to a matter will make appropriate advance scheduling arrangements with the Court's criminal division staff or other designated Court staff for interpreter services. At least a 24-hour notice is needed prior to a scheduled event with a Spanish-speaking defendant, and a 72-hour prior notice is needed for other languages (including sign language) for a scheduled event. Costs for interpreter services outside the manner provided in this Contract and without specific authorization by court order will be the KCOD's responsibility.

E. The KCOD will determine whether to engage investigators or experts in cases assigned by the Court to the KCOD pursuant to this Contract and, within the amounts budgeted for such purposes in the Grant and MIDC-approved Grant Budget, may engage those investigators for such services and under such terms as the KCOD deems necessary and appropriate. KCOD will include such amounts in its monthly invoices to the City. If, due to unanticipated circumstances, the KCOD anticipates the budgeted amounts for investigative and expert services will be insufficient, the KCOD will promptly notify the City of the anticipated amounts of any deficiency and the general reasons for the insufficiency. The City will, with any needed KCOD support, seek MIDC approval for additional funding. The KCOD will provide information needed by City auditors, City finance staff, and the MIDC to account for the use of funds provided under this provision to the extent that information can be provided without violating attorney-client or attorney work product privileges.

2. Qualifications. The KCOD represents and promises that:

A. KCOD personnel providing services under this Contract must have and maintain licenses, registrations, certifications, memberships, or other approvals needed to perform those services. All assigned KCOD attorneys will be good standing members of the State Bar of Michigan.

1. If any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") is filed or initiated against the KCOD or a KCOD attorney who is or was assigned to provide services under this Contract that has a direct bearing on the ability of the KCOD or that attorney to practice law in the Court, the KCOD will, within 7 calendar days, notify the Court's Chief Judge and the City Manager in writing that such a Proceeding was initiated. Without compromising any privilege or

defense, that notice will include a copy of the notice, summons, complaint, citation or other documents initiating the Proceeding and explain (i) whether the action is any way related to services pursuant to this Contract, (ii) whether KCOD personnel involved in the alleged circumstances giving rise to the Proceeding provided services pursuant to this Contract, (iii) the general nature of the allegations, (iv) whether there is any change in the status of the involved personnel with the KCOD, and (v) other information as either the Chief Judge or the City Manager reasonably request in evaluating whether the Proceeding or the alleged circumstances underlying Proceeding reasonably may affect services that were or are to be provided under this Contract.

2. The Chief Judge and City Manager will maintain confidentiality of provided information except as they reasonably deem necessary to ensure services provided under this Contract comply with subsection 1.A.1. The City Manager and Chief Judge may share provided information with the City Attorney, other judges serving the Court, the State Court Administrator Office (“SCAO”), other Court personnel, and the MIDC to the extent they deem necessary or advisable.

3. If the City Manager or the Chief Judge determines the alleged circumstances or related concerns may merit termination of this Contract, written notification will be provided to the KCOD with an opportunity to discuss that determination. If, in the absence of or following that discussion, the City Manager or the Chief Judge determines the alleged circumstances or related concerns may merit termination of this Contract, the City Manager, the Chief Judge, or both, may then disclose to other parties information either deems necessary to pursue Contract termination.

B. Neither the KCOD 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. The KCOD 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.

C. Neither the KCOD nor any subcontractor is an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.

D. To the best of the KCOD’s knowledge after reasonable inquiry, the KCOD and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) an act creating an appearance of impropriety with respect to award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by directly or indirectly offering anything of value; or (iv) paying or agreeing to pay a person, other than its employees and consultants, consideration contingent upon award of this Contract. No KCOD owner, director, officer, member, partner or key employee and no owner, director, officer, member, partner or key employee of a KCOD parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed City officer or board/commission member except as already disclosed in writing to the City. The KCOD will immediately notify the City of any new knowledge or change in circumstances related to this subsection.

E. The KCOD will uphold high ethical standards and will not: (a) hold or acquire an interest that would conflict with the Grant; (b) do anything creating an appearance of impropriety with respect to award or performance of the Grant; (c) attempt or appear to influence a state employee by directly or indirectly offering anything of value; or (d) pay or agree to pay a person, other than its employees and consultants any consideration contingent upon award of the Grant. The KCOD will immediately notify the City Manager of any violation or potential violation of these standards. This subsection applies to the KCOD,

any parent, affiliate, or subsidiary organization of the KCOD, and any KCOD personnel or subcontractor who performs activities in connection with this Contract of the Grant.

F. This Contract may be voided pursuant to MCL 423.324 if the KCOD appears on the unfair labor practice register under MCL 423.322.

G. The KCOD certifies, to the best of its knowledge and belief that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the KCOD, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The City has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. The KCOD certifies, to the best of its knowledge and belief, that no state funds have been paid nor will be paid, by or on behalf of the KCOD, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Michigan Legislature, or an employee of a member of the Michigan Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

I. When on City or Court property KCOD personnel and subcontractors will comply with building and other property use requirements and restrictions.

3. Payment. Payments by the City to the KCOD for services provided under this Contract will be as follows:

A. \$1,475 per month for each month the KCOD provides arraignment services to Court defendants held at the Kent County Jail. Payments will be made for such services provided and billed by the KCOD from October 1, 2019 to the date of this Contract, but which were not paid by the City.

B. \$9,441.66 per month for the services of a KCOD attorney assigned to cases by the Court.

C. If the parties agree a second attorney is needed due to the volume of Court assigned cases, \$11,225 per month for that attorney and the cost of supporting clerical staff. The City and the KCOD may determine that some of that cost will be billed to other courts if the City and the KCOD agree that a second full-time attorney is not needed to serve the volume of Court-assigned cases.

D. The KCOD will arrange and pay from the amounts paid the KCOD under this Contract, any outside counsel needed should a conflict require retention of outside counsel to represent defendants.

E. Appointment of the KCOD for misdemeanor probation violation hearings will be as follows:

1. The KCOD will provide criminal defense services for probation violation hearings for probation violation defendants who are appointed counsel by the Court.

2. The Court will generally schedule probation violation hearings on 2 half-days each week scheduled in collaboration with the KCOD and involved prosecutors. If a Court holiday falls on one of

these days, the Court may decide to schedule another day as a substitute day. If the Court schedules another day for probation violations, it will give the KCOD at least 2-weeks' written notice.

F. The KCOD will invoice the City Attorney on or before the 7th calendar day of each month for the preceding month's services in the amounts provided in this section accompanied by other information required by the MIDC, the Grant, and City auditors for payments for indigent defense attorney services.

G. In addition to the information provided on the invoices, the KCOD will by the 7th calendar day of each month for the preceding month (i) track and reconcile with Court and Kent County Jail records and (ii) report to the City other information required by MIDC and Grant periodic reporting requirements. At a minimum, the KCOD will track and reconcile with Court records the number cases the Court assigned to the KCOD and the charges, case numbers, open dates, and judge.

H. The KCOD and its subcontractors will, before beginning work by email to the City Finance Department at accountspayable@wyomingmi.gov a completed IRS W-9 form (see www.irs.gov).

I. If Grant requirements change in future Grant years, the invoicing and reporting under this Contract shall change to correspond with the changes in future Grants. If modifications of MIDC standards, implementation of any of MIDC Standards 5-8, or other changes in requirements for indigent defense counsel materially affect the KCOD's costs to provide services under this Contract, the parties will revise this Contract to reasonably address those changes.

J. Regardless of any other provision in this Contract, the City's obligations to pay the KCOD shall be limited to the amounts available for such payments under the MIDC approved budget for such payments and the extent of Grant funds actually received for such payments.

K. The parties intend a collaborative relationship for scheduling, cost, payment and other issues. Consequently, they will meet periodically to discuss Contract performance, Contract invoicing and payments, reporting, and any other Contract-related issues. Unless the City has raised particular concerns or the KCOD otherwise requests only between the Court and the KCOD will communicate regarding concerns about the performance of KCOD attorneys.

4. Risk and Insurance.

A. The KCOD is solely responsible for (i) KCOD personnel's performance of duties and obligations under this Contract; (ii) the professional obligations, judgments and actions of KCOD personnel; and (iii) all other actions of KCOD personnel. The KCOD will perform its services under this Contract consistent with the standard of practice and care of others performing similar services in Michigan.

B. The KCOD will hold the Court, the City, and the Court's and the City's respective officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City and the Court) against all claims made by persons other than the City or the Court as a result of (i) the KCOD's performance of duties and obligations under this Contract; (ii) the professional obligations, judgments and actions of KCOD personnel; and (iii) all other actions of KCOD personnel, except when it is alleged by and to the extent proven by the claimant(s), plaintiff(s) or other person(s) making such claim that the injuries or damages suffered by such person(s) resulted from the City's or the Court's sole negligence, gross negligence or wrongdoing.

C. The following minimum insurance is required.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Coverage must include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage) of \$1,000,000 per person and \$1,000,000 per occurrence.

WORKERS' DISABILITY COMPENSATION
Minimal Limits: Coverage shall be in accordance with applicable Michigan statute with waiver of subrogation, except as prohibited by law.
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 to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance must be in a minimum amount of \$1,000,000 per occurrence, \$1,000,000 annual aggregate covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the KCOD or its personnel. Coverage must be effective upon the date of this Contract and remain effective for a period of 3 years after the date of final payment under this Contract. Such coverage shall be endorsed to include any KCOD subcontractors.
ADDITIONAL INSURED AND ENDORSEMENTS
General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance must include an endorsement stating the following are Additional Insureds: the City, the Court and all City and Court elected and appointed officers and employees. Coverage is to be primary and any insurance the City and Court may have will be secondary and/or excess.

D. Upon the City's request, the KCOD will provide to the City copies of certificates of insurance, policies and endorsements.

E. Policies of insurance shall be with companies licensed and or approved to do business in Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of A- or better from A.M. Best Company. Cancellation, material restriction, nonrenewal or lapse of any of the required insurance shall be grounds for the City's immediate termination of this Contract.

F. The KCOD guarantees that none of the services provided under this Contract or software used to provide services under this Contract, or any printed materials or other items provided in providing services under this Contract will infringe any copyright, patent, trademark or other intellectual property rights. The KCOD will, without expense to the City or the Court, defend every action brought against the City, the Court, or their respective officers or employees for any alleged infringement of any intellectual property rights related to KCOD's performance under this Contract.

5. Independent Contractor. The KCOD is wholly independent of the City and the Court. No KCOD personnel are or will be represented to be City or Court officers or employees. The KCOD is solely responsible for the acts, omissions and statements of its personnel. The KCOD is solely responsible for any compensation and benefits to be provided its personnel for services provided under this Contract. The City has no responsibility to supervise, compensate, or insure the KCOD or KCOD's personnel.

6. Term and Termination.

A. The initial term of this Contract will end on June 30, 2021.

B. The term will automatically extend for subsequent 2-year terms unless any party gives written notice to all other parties not less than 120 calendar days before the end of any term or extension that it does not intend to renew this Contract. Any renewal will include payments to the KCOD at rates adjusted to reflect MIDC-approved increases based on cost-of-living or MIDC-approved adjustments.

C. Any party may terminate this Contract with at least 180 calendar days' prior written notice to the other parties.

D. The City may immediately terminate this Contract if it determines that either the KCOD or any KCOD personnel or subcontractor(s) has failed to comply with (i) Standards 1-4, (ii) the Michigan Rules of Professional Conduct, (iii) the Michigan Court Rules, (iv) other applicable Michigan law, or (v) rules, policies or practices of the Court. The City will not take such action until after it first notifies the KCOD in writing of the alleged failure(s) to comply and of the City Council meeting at which termination of this Contract will be considered. The KCOD will have an opportunity to address the City Council and provide any written response or other information to the City Council prior to the City Council's consideration of a resolution to terminate this Contract under this provision.

E. Either the City or the KCOD may terminate this Contract after written notice to the other parties of a breach of this Contract that remains unresolved after using the process provided in subsection 9.A of this Contract.

7. Nondiscrimination. The KCOD and its personnel, contractors and subcontractors will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. The KCOD and its personnel, contractors and subcontractors will not discriminate, harass, or retaliate against any assigned indigent defendant or any other person because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information unless a federal or state law mandates contrary action. The KCOD and its personnel, consultants, contractors and subcontractors will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: <https://www.eeoc.gov/>).

8. Accounting and Records.

A. The KCOD will adhere to Generally Accepted Accounting Principles in its accounting for and use of funds paid pursuant to this Contract. Accounting records must be supported by source documentation, including, but not limited to, balance sheets, general ledgers, time sheets, and invoices.

B. The Grant requires the City to retain and be able to obtain and/or audit records related to the Grant and services provided using Grant funds for at least 7 years after the later of termination, expiration or final payment under the Grant and any extension of the Grant and, if an audit, litigation, or other action involving the records is initiated before the end of that period, the City must retain those records until all issued are resolved. To meet this requirement, the KCOD defender will retain records related to this Contract for at least 8 years after the later of termination, expiration or final payment under the Grant and any extension of the Grant and, if an audit, litigation, or other action involving the records is initiated before the end of that period, the City must retain those records until all issued are resolved. However, at any time the KCOD may request from the City permission to destroy such records and, if the MIDC and, if required, LARA, consent, the City will grant such permission to KCOD.

C. All KCOD records related to this Contract, payments made pursuant to this Contract, and the uses of funds paid pursuant to this Contract, will be available to the City and, if required by the MIDC, to agents of the MIDC, for inspection, auditing and copying during regular KCOD business hours.

9. Disputes.

A. Before filing a lawsuit or taking other action to exercise any rights to terminate this Contract due to a breach of this Contract, a party considering such a remedy must first notify in writing the party it believes has failed to comply with this Contract which will refer the provision involved, state the actions or failure to act that did not comply with the provision, and propose the action to be taken to address the alleged non-compliance. The party receiving that notice must, within 14 calendar days, respond in writing stating in detail any reasons why it disagrees that it has failed to comply with this Contract or stating what actions it has or is taking to address the noncompliance and prevent recurrence. Copies of the initial notice and response must also be provided the third party to this Contract. All parties will then meet within 14 calendar days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not undertake the procedure provided in subsection 9.A if it has previously done so with respect to any noncompliance with the same section of this Contract.

C. To the extent permitted by law, the jurisdiction and venue for any action brought under this Contract will be solely in the state courts in Kent County, Michigan and the prevailing party(ies) in any such action will, in addition to any other remedy, be entitled to recover its (their) 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. In any such action brought in the Court, judges of the Court shall recuse themselves and request from the SCAO the assignment of other judges.

10. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces the 2019 Contract. It may not be amended or modified except in writing signed by both parties. It shall not be affected by any course of dealing and the waiver of any breach will not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and will not affect the interpretation of this Contract. However, the recitals are an integral part of this Contract.

B. Unless otherwise provided in this Contract, (i) none of the KCOD's rights or duties under this Contract may be assigned or delegated without the City's and the Court's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

C. Reference by office to any City or Court officer includes that City or Court officer's designee.

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

62-A DISTRICT COURT

CITY OF WYOMING

By: _____
Hon. Pablo Cortes, Chief Judge

By: _____
Jack A. Poll, Mayor

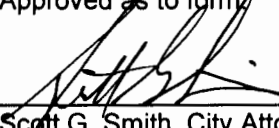
Date signed: January __, 2020

By: _____
Kelli A. VandenBerg, Clerk

KENT COUNTY OFFICE OF THE DEFENDER

Date signed: January __, 2020

By: _____
Christopher L. Dennie, Director

Approved as to form:


Scott G. Smith, City Attorney

Date signed: January __, 2020

Attachments:

Exhibit A – FY2020 MIDC Grant contract

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PINE REST FOR FORENSIC
PSYCHIATRIC AND PSYCHOLOGICAL SERVICES 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 the proposal from Pine Rest for forensic psychiatric and psychological services.
2. Pine Rest has provided the City with a proposal for these services in the amounts as shown in exhibit B of the proposal.
3. Funds are budgeted in accounts 101-172-17200-801000 and 101-305-30500-956000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Pine Rest for forensic psychiatric and psychological services.
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 January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Forensic Psychiatric and Psychological Services Contract

Resolution No. _____

STAFF REPORT

Date: January 13, 2020

Subject: Forensic Psychiatric and Psychological Services

From: Kristen Bosker, Human Resources Specialist

Meeting Date: January 20, 2020

RECOMMENDATION:

It is recommended the City Council accept a proposal from Pine Rest for forensic psychiatric and psychological services and authorize the Mayor and City Clerk to execute the agreement.

COMMUNITY, SAFETY, STEWARDSHIP:

Psychological evaluations are completed in accordance with the Michigan Commission on Law Enforcement Standards (MCOLES) for employees in the Public Safety Department. Psychological testing services, such as those offered by Pine Rest, demonstrate our commitment to safety for our employees and the community. Each time this service is used, the City demonstrates the mission of Community, Safety, Stewardship, ensuring that employees are capable and certified to perform their job duties safely.

DISCUSSION:

Pine Rest currently administers the employee assistance program (EAP) for the City of Wyoming. Upon the recommendation from colleagues in the human resources and public safety fields, the City requested Pine Rest submit a proposal for forensic psychiatric and psychological services, in addition to EAP services they currently provide. The proposal from Pine Rest includes psychological evaluation, fitness-for-duty, evaluation, post critical incident, and consultation services.

Representatives from Human Resources and Public Safety met with expert clinicians from Pine Rest and reviewed the services they provide. Considering factors for the recommendation to accept the proposal include the number of certified professionals on staff, scheduling, evaluation timelines, testing inventory, variety of services, and report format.

BUDGET IMPACT:

Funds for forensic and psychological services are budgeted in the Administrative Offices professional services account 101-172-17200-801000 and 101-305-30500-956000.

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: January 21, 2020

"Professional" means: Pine Rest Christian Mental Health Services
[Name of professional entity]

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

300 68th Street, SE
[Professional's street address]

Grand Rapids, MI 49548
[Professional's city, state & zip]

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

"Services" means: Forensic psychiatric and psychological services
[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

Pine Rest Christian Mental Health Services
[Professional's name]

By: _____
[Signature officer, director or principal of Professional]
Robert L. Nykman
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: Jan 13, 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 Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).

10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. Intellectual Property Guaranty. Professional guarantees the sale or use of software, records or other intellectual property provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

COMMERCIAL GENERAL LIABILITY

Minimal Limits:

\$1,000,000 Each Occurrence Limit

\$2,000,000 General Aggregate Limit

Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):

\$1,000,000 per person

\$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

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

PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

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

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

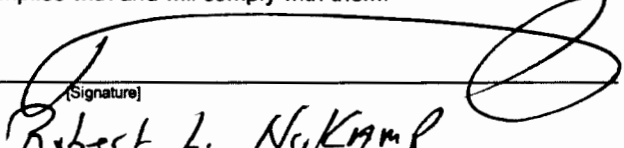
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


[Signature]
Robert L. Nykamp
[Printed Name and Title of Person Signing]

[Printed Name of Professional]

Date signed: 1/13/20

IT IS HEREBY AGREED AS FOLLOWS:

1. Description of services:

Pine Rest agrees to provide psychological evaluation services including pre-employment psychological screenings, fitness-for-duty evaluations, threat assessments and consultations as detailed in Exhibit A except as indicated below:

- a) Pre-employment (post-offer) screenings: Pine Rest will perform officer screenings within 10 business days of request and will provide verbal results to the Human Resources specialist and/or Director of Public Safety within 24 hours of receiving all necessary components of the screening including background information, testing, interview, and identified collateral interviews and documentation. The formal report shall be provided to Wyoming Human Resources Department within five business days of the completed screening.
- b) Fitness-for-duty evaluation: Pine Rest will perform evaluations to occur within 5 business days of request with preliminary verbal feedback given to the Director and Human Resources representative within 24 hours of receiving all necessary information and interviews. A formal report to be submitted within 5 business days
- c) For any evaluation, should there be need for additional testing that exceeds the contracted time and rate – a formal request for additional assessment will be made in writing with clear rationale, estimated time, and estimated cost being provided.
- d) For any evaluation, should there be a need for expedited evaluation and reporting, this need should be communicated to forensicservices@pinerest.org. Pine Rest will make every attempt possible to accommodate the need for quicker response.

2. Compensation

In consideration for the services to be performed by the Contractor, the City of Wyoming agrees to pay Contractor the compensation set forth on Exhibit B. An invoice will be provided to the City at the time of service.

3. Contract Documents

The following documents are the entire agreement between the contractor and the City of Wyoming. The agreement includes the following documents listed below which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full:

- a) This contract (included attached exhibits)
- b) All provisions required by law to be inserted in this contract whether actually inserted or not.

4. Performance

- a) Contractor shall perform the work as required by and in accordance with the schedule of time requirement set forth in Exhibit A.
- b) Failure to complete services as required shall constitute a breach of this Contract.
- c) Contractor shall have 10 business days to cure a breach of this Contract or risk termination of and replacement of contractor.

5. Terms of Contract

This contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this contract, this contract shall continue for a period of five years with options to renew for additional lengths of time at the discretion of both parties at that time.

6. Expenses

Contractor is responsible for all the Contractor's expenses incurred while performing services under the contract. This includes license fees, fuel and fleet maintenance, insurance premiums, professional licenses, salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under the Contract.

7. Employees

The Contractor and all Contractor's employees, while on City premises, shall carry proper identification. Examples include a State issued Driver's License or passport.

The Contractor will be supplied with a phone number to contact in case of an emergency.

8. Materials

Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Contract

9. Modifying the Agreement

This agreement may be modified only by a writing signed by both parties

10. Record Keeping

The Contractor shall keep all records related to this contract for the term of the contract and 3 years thereafter. Said report and raw data may not be released to anyone except the City without expressed written authorization. This governs regardless of paragraph 18 of the City's standard terms and conditions.

11. Indemnification

Pine Rest shall assume all responsibility for, and indemnify and save Employer harmless from all expenses, claims or liability for injury to any person, including death or damages, and also for any property damage, which in any manner are connected with or arise from any action or operation hereunder or the performance of the services which are the subject of this contract, provided Pine Rest shall not be required to indemnify Employer for such injury or damage caused by Employer's sole negligence.

12. Notices

All notices and other communication for the parties may be served, mailed, or delivered at the following address:

Attn: Forensic Psychological and Psychiatric Services
Pine Rest Christian Mental Health Services
300 68th Street
Grand Rapids, MI 49546
Email: forensicservices@pinerest.org

Exhibit A – Services

1. Scope of Services

To Provide psychological services including pre-employment psychological screenings, fitness-for-duty evaluations, post-critical-incident evaluations and consultations. Evaluations must be performed in compliance with Michigan Commission on Law Enforcement Standards and the City of Wyoming-specific policies and procedures. These evaluations are required as part of an assessment for acceptance of applicants for public safety positions.

Evaluation and screening results will be provided in written form within 5 business days of the completed evaluation.

A. Pre-Employment (Post-offer) Psychological Screenings

- Conduct post-offer psychological evaluations that include a review of background materials (if provided), a detailed candidate-completed personal history questionnaire, semi-structured interview, collateral interview, testing for cognitive ability (if needed), academic skills (if needed), personality style, and traits, substance use/abuse, and psychopathology.
- Where there is consistent evidence of characteristics incompatible with the demands of law enforcement generally and the specific requirements of the City of Wyoming, the provider will make the determination that the candidate is “high risk” and will recommend such a candidate not be hired.
- Upon completion of the evaluation, the provider issues a report that provides a plain English summary of key interview findings, test results, and clear hiring recommendation.
- For candidates not recommended for hire, the report explains the rationale for the negative conclusion
- The screening shall include all testing supplies, test administration, interview, and reports an may also include a review of the background investigator report and incidental case-related consultation.
- The screening shall be performed within five business days of the City’s request for such services and shall include 24-hour results notification and a formal report within five business days of the completion of the evaluation.

B. Fitness-For-Duty Evaluation

- Conduct psychological fitness for duty evaluations within 72 hours of the City’s request, to include a verbal report within 24 hours and the final report within five business days of the completed evaluation
- Conduct psychological evaluations of the City employees whose psychological fitness for their job has come into question
- If warranted, the provider will also develop, on behalf of the employer, a proposed return to work agreement with the employee and may monitor

progress, undertake follow-up assessment, and make back-to-work recommendations

C. Post-Critical Incident Evaluation

- Conduct psychological evaluations for specialized activity or in the immediate aftermath of an event involving serious injury, loss of life or threats of severe harm for sworn law enforcement or fire personnel
- The evaluation to be performed as quickly as possible after the event and include providing a verbal report within 24 hours and final report within 3 business days of the evaluation

D. Consulting Services

- Consult with City of Wyoming Public Safety leadership on an as-requested basis for issues outside of the framework of evaluation services above.
- Any as-needed services shall be based on a mutually agreed upon scope of work for any project

Exhibit B – Compensation

Cost of Services – Below articulates a per-evaluation fixed-fee rate for evaluations. Pricing includes all associated costs including testing materials, equipment, travel time, and mileage.

1. Pre-employment (post-offer) Psychological Screening: \$1250 (5 hours at \$250/hour)
 - a. Includes: clinical interview, collateral interview (as needed), medical and mental health record review, psychological testing (including the mmpi-2-rf), consultation with Wyoming Human Resources Department, formal report
2. Psychological Fitness-for-Duty Evaluation: \$2500 (10 hours at \$250/hour)
 - a. Includes: clinical interview, collateral interview (as needed), medical and mental health record review, incident report review and professional record, psychological testing (including the mmpi-2-rf and other pertinent measures), consultation with City of Wyoming leadership, formal report
3. Post-Critical-Incident Evaluation: \$1000 (4 hours at \$250/hour)
 - a. Includes: clinical interview, collateral interview (as needed), medical and mental health record review, psychological testing (including the mmpi-2-rf), consultation with City of Wyoming leadership, formal report
4. Consulting Services: \$250 per hour
 - a. Provide professional and organizational consultation as requested at the fixed rate for time involved in direct consultation and any necessary research related to the task requested. An itemized and detailed invoice will be provided for any consultation services provided

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR ISOLATED PATCHING
TO SUPERIOR ASPHALT, INC.

WHEREAS:

1. On March 5, 2018, the City Council awarded the bid for Isolated Patching to Superior Asphalt, Inc., as referenced with Resolution Number 26008.
2. Superior Asphalt, Inc. has agreed to extend their bid pricing until December 31, 2020. The unit pricing shall remain unchanged from the 2018 bid pricing of a unit price of \$21.50 per square yard for removal of asphalt and \$94.00 per ton for 4C asphalt.
3. Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the Isolated Patching bid to Superior Asphalt, Inc. for calendar year 2020.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Letter

Resolution No. _____

STAFF REPORT

DATE: December 27, 2019

SUBJECT: Bid Extension – Isolated Patching

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: January 20, 2020

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the Isolated Patching bid to Superior Asphalt, Inc. for calendar year 2020 at a unit price of \$21.50 per square yard for removal of asphalt and \$94.00 per ton for 4C asphalt.

COMMUNITY, SAFETY, STEWARDSHIP:

Isolated asphalt removal and patching occurs on major and local streets throughout the City where portions of a road surface have significantly degraded and cannot be maintained with crack sealing or durapatching. It is a more effective and permanent treatment than other comparable road maintenance practices such as pothole filling and provides a safer and better vehicle ride. The use of a subcontractor to perform asphalt removal and patching assists Public Works staff in providing quicker repairs.

DISCUSSION:

On March 5, 2018, the City Council awarded the bid for Isolated Patching to Superior Asphalt, Inc., as referenced with Resolution Number 26008. Superior Asphalt, Inc. has agreed to extend their bid pricing until December 31, 2020. The unit pricing shall remain unchanged from the 2018 bid pricing as shown in the attached bid tabulations.

The cost of isolated patching is anticipated to be approximately \$450,000 for work performed during the 2020 calendar year.

BUDGET IMPACT:

Sufficient funds have been budgeted in the street, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 590-441-54200-930.000, 591-441-56200-930.000 and 591-441-56700-930.000.

ATTACHMENTS:

Contract Extension Letter, December 26, 2019
Bid Tabulations, February 20, 2018

SUPERIOR ASPHALT, INC.669 Century SW
Grand Rapids, MI 49503Office: 616-451-3200
Fax: 616-451-3969
Email Address:**Proposal**

Date: 12/26/19

Quoted to:**Job Name & Location**City of Wyoming
Public Works Department
Wyoming, MI 49509Phone:
Fax:
Cell:

2020 Isolated Patching

Attn Joe Wahlfield

Customer ID**Good Thru****Payment Terms****Sales Rep**

10 Days

Due Upon Completion

We hereby propose to furnish materials and labor necessary for the completion of:

Superior Asphalt Inc will maintain our current pricing for the removal and 4C patching through December 31st 2020

The current unit prices to be maintained for 2020 are as follows:

Removal \$21.50/SYD

4C Asphalt Patching \$94.00/Ton

The pricing is in accordance with current City of Wyoming specifications

Note: Unless prior written arrangements have been made, terms are 50% down, balance due upon completion.

Note: Superior asphalt, Inc. is not responsible for damage to concrete caused by heavy equipment accessing job site.

Note: Due to volatility of the petroleum industry, pricing is subject to change if work is not completed within 30 days of acceptance.

All materials are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any Alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total:

Authorized Signature:

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Note: Pricing is subject to change if work is not completed within 30 days of acceptance. See Standard Conditions on reverse.

Signature:

Printed Name:

Date:

City of **Wyoming** Michigan

TABULATION OF BIDS
ON ISOLATED ASPHALT PATCHING - 2018

Opened By The City Clerk On February 20, 2018 At 11:00 a.m.

	Cost per Unit	A-1 Asphalt Inc.	K & R	Michigan Paving & Materials	Superior Asphalt
HMA 4C Asphalt	\$/TON	\$ 95.00	NO BID	NO BID	\$ 94.00
Removal of Existing Asphalt	\$/SQ. FT.	\$ 22.00			\$ 21.50
Total Working Days For Completion		15 Days			15 Days

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
Progressing Cavity Pump	Hamlett Environmental Technologies Co.	\$29,490.00

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 January 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: January 14, 2020

Subject: Purchase of a Progressing Cavity Pump

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: January 20, 2020

RECOMMENDATION:

It is recommended that the City Council award the bid proposal as provided by Hamlett Environmental Technologies Co. for the total amount of \$29,490.00 for a progressing cavity pump.

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:

Progressing cavity pumps are used at the Clean Water Plant to pump solid residuals that are the byproduct of wastewater treatment. The "C" building utilizes two such pumps to move sludge discharged from the centrifuges to the holding tanks located in the "A" building. These pumps have been in service for more than 15 years and cycle on and off throughout the day as sludge is continuously being dewatered. Hence the plant's day-to-day operation is heavily dependent on this pumping technology. The Clean Water Plant needs to replace one of these progressing cavity pumps because it is beyond its useful life and no longer meets the required performance needs. Additionally, the new progressing cavity pump will reduce maintenance costs including downtime, replacement parts, and man-hours. The Clean Water Plant will purchase the progressing cavity pump and plant staff shall perform the installation.

Fifteen invitations to bid were sent out to progressing cavity pump distributors and posted to the City's website. On Tuesday, January 14, 2020, three proposals were received for one progressing cavity pump and are as follows.

Hamlett Environmental Technologies Co.	\$29,490.00
Pelton Environmental Products, Inc	\$31,658.00
MS Process Corp	\$36,500.00

Upon review of the bid documents received, Hamlett Environmental Technologies Co. were found to meet the necessary bid specifications and were the low bidder. Therefore, it is my recommendation for City Council to approve Hamlett Environmental Technologies Co. bid of \$29,490.00 for one progressing cavity pump.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant account #590-590-54300-775.000.

ORDINANCE NO. 1-20

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES
BY ADDING DIVISION 9 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES
FOR THE 28WPHASETwo LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED
PARTNERSHIP HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, of Code of Ordinances, City of Wyoming, Michigan, is amended by adding Division 9 to read as follows:

DIVISION 9
TAX EXEMPTION AND SERVICE CHARGE FOR 28WPHASETwo LIMITED
DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

Sec. 2-306B. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low and moderate income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-307B. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low Income Persons and Families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the Project.

(g) *Project* means the housing project for Low Income Persons and Families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, in accordance with the Site Concept Plan prepared by Hooker De Jong, labeled "Apartments at 28 West Place," submitted to the City by Magnus Capital Partners on March 12, 2019, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(h) *Project Property* means the following described real property:

Part of the NW 1/4 of Section 14, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: Commencing at the NW corner of said Section 14; thence S88°11'56"E 827.00 feet along the North line of said Section 14; thence S00°24'13"E 460.00 feet along the East line of the West 827 feet of said NW 1/4; thence S88°22'14"E 558.12 feet to the PLACE OF BEGINNING of this description; thence S88°22'14"E 441.77 feet to the East line of the West 1827 feet of said NW 1/4; thence S00°24'13"E 569.32 feet along said East line to the North line of Prairie Parkway; thence N88°22'21"W 461.94 feet along said North line; thence N01°37'39"E 568.98 feet to the place of beginning.

(i) *Sponsor* means 28WPhaseTwo Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

(j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

Sec. 2-308B. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-309B. Annual Service Charge.

(a) There shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for the Project during each operating year.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

(c) The amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the city.

Sec. 2-310B. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is create and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and

operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on January 20, 2020.

Kelli A. VandenBerg,
Wyoming City Clerk

Ordinance No. 1-20
Introduced: 01.06.2020

STAFF REPORT

Date: December 23, 2019

Subject: 28 West PhaseTwo Project

From: Megan Sall, Deputy City Manager

Meeting Date: January 20, 2020

RECOMMENDATION:

It is recommended City Council approve the introduction (first reading) of the Ordinance to Amend Chapter 2, Article IV, of the Code of Ordinances by Adding Division 9 to Provide for a Service Charge in Lieu of Taxes for the 28WPHASETWO Limited Dividend Housing Association Limited Partnership Housing Project.

COMMUNITY, SAFETY, STEWARDSHIP:

This would allow a payment in lieu of taxes for the second and final phase of the 28 West housing project. It would provide additional below market rate housing opportunities for those who cannot afford market rent in an attractive development in proximity to Rapid bus service area schools, and grocery, pharmacy, retail, and restaurant businesses. In addition to the PILOT, with the approval of a proposed municipal services agreement (to be considered at the same January 20 meeting as final adoption of the ordinance), the city would receive funds that would significantly offset property tax revenues the city would forego in granting the tax exemption.

DISCUSSION:

The Council already approved the PILOT for Phase One of this project, construction of which is now underway.

BUDGET IMPACT:

No funds are budgeted for or from the proposed development.

ORDINANCE NO. 2-20

ORDINANCE TO AMEND CHAPTER 1 OF THE CODE OF ORDINANCES BY ADDING SECTION 1-30 TO AUTHORIZE THE CITY ATTORNEY TO ISSUE MUNICIPAL CIVIL INFRACTION AND UNIFORM LAW CITATIONS AND NOTICES AND AMENDING CHAPTER 50, ARTICLE I, BY ADDING SECTION 50-5 TO PROHIBIT CREATING A DISTURBANCE AND PROVIDING PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 1 of the Code of the City of Wyoming, Michigan, is amended by adding section 1-30 to read as follows:

Sec. 1-30. – Authority of city attorney to issue citations.

In addition to those officials authorized by sections 1-27 and 1-28 the city attorney is authorized to issue municipal civil infraction citations and notices and uniform law citations.

Section 2. That Chapter 50, Article I, of the Code of the City of Wyoming, Michigan, is amended by adding section 50-5 to read as follows:

Sec. 50-5. – Creating a disturbance.

(1) No person shall by (i) loud arguing, shouting, yelling, whistling or use of any sound producing or amplifying device, (ii) physical contact with another person or the property of another person, (iii) words or actions that a reasonable person would deem threatening to or intended to intimidate another person, or (iv) fighting or quarreling with another person to create a disturbance that:

- (a) Can be heard outside the dwelling unit in which the conduct is occurring;
- (b) Can be heard from more than 50 feet from the conduct;
- (c) Results in injury to any person or damage to any property;
- (d) Another person believes to be threatening or intimidating or that makes another person fearful;
- (e) Causes an observer to reasonably believe any person who is a participant in the actions may be in danger of personal injury; or
- (f) Causes an observer to reasonably believe public property or private property owned by a person other than the person making contact with it will be damaged as a result of that contact.

(2) No person shall falsely allege to a city officer or city officer that another person has violated this Code.

(3) A violation of this section shall be a municipal civil infraction punishable by a fine of \$250 for a first offense and \$500 for any subsequent offense. In addition to any fine, the court may order compliance with this Code and, to prevent recurrence of a violation of this section, may order a person who, either by a plea or by a court finding, is responsible for a violation of this section to engage in or refrain from actions that might lead to recurrence of a violation of this section.

Section 3. That this ordinance shall take effect on _____, 2020.

I hereby certify that this Ordinance was adopted by the Wyoming City Council at a regular meeting held on February 17, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: January 6, 2020
Subject: Amendment to Civil Infraction Ordinance Provisions
From: Scott Smith, City Attorney
Meeting Date: January 13, 2020 Work Session/January 20, 2020 Council Meeting

RECOMMENDATION:

Adopt the Ordinance Amending Chapter 1 of the City Code by Adding Section 1-30 to Authorize the City Attorney to Issue Municipal Civil Infraction and Uniform Law Citations and Notices and Amending Chapter 50, Article I, by Adding Section 50-5 to Prohibit Creating a Disturbance and Providing Penalties for Violations.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The ordinance will enable the city prosecutor to substitute a civil infraction charge for a misdemeanor charge in suitable cases where the resulting penalty is unlikely to change, and it is in the best interests of the city and justice.

Safety – The ordinance will continue to protect area residents and businesses by ensuring there is an additional option in cases where neither a misdemeanor conviction nor dismissal is appropriate.

Stewardship – The ordinance may reduce prosecution and misdemeanor defense costs.

BUDGET IMPACT:

It is hoped this ordinance will help control prosecution and defense costs.

DISCUSSION:

The city currently contracts with a law firm for city prosecution services and with the Kent County Office of the Defender (“KCOD”) for defense of indigent persons charged with misdemeanors. If a case can result in a jail sentence (as is true, but most often unlikely, for most misdemeanors), indigent persons must be assigned defense counsel.

Most KCOD indigent defense costs are paid from state grant funds. But, with increased numbers of defendants represented by lawyers there have been fewer pleas at arraignments, more pretrial conferences, and more requests for trials. Increasingly, some defendants are reluctant to plead guilty to misdemeanors because they believe that plea or conviction may affect their qualification for or retention jobs, professional licenses, etc. Often, the same punishment, a fine, will result from either a misdemeanor or civil infraction charge. Conversely, in some case circumstances, a jail sentence or probation with the possibility of jail are most appropriate so a civil infraction charge would be inappropriate.

Currently, for some circumstances, there is no suitable civil infraction to which a defendant can plead responsible in exchange for dismissal of a misdemeanor. Current city ordinances also do not expressly allow the city attorney to issue a civil infraction citation, so the court has required an officer to issue a citation if a civil infraction charge is to be substituted for a misdemeanor charge. It may also be helpful to enable police officers to choose whether to charge an individual with a civil infraction or a misdemeanor.

This ordinance amendment will provide police officers and city prosecutors options to use in appropriate circumstances, depending on the type of offense, the severity of the incident, extenuating or complicating circumstances, the defendant’s record, the defendant’s cooperation or recalcitrance, and other factors. Because in many cases the resulting punishment will be the same, offering the option of replacing a misdemeanor charge with a civil infraction may help control prosecution and defense costs.

01/20/20

ORDINANCE NO. 3-20

ORDINANCE TO AMEND THE CODE OF ORDINANCES BY ADDING
SUBSECTIONS (5) AND (6) TO CHAPTER 30, ARTICLE VI, SECTION 30-203 TO
DESCRIBE ADDITIONAL AREAS FOR WATER WELL RESTRICTIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 30, article VI, section 30-203 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Restricted Zone," is amended by adding subsections (5) and (6) to read as follows:

(5) *Southwest Corner of Burlingame Avenue SW- 36th Street SW Restricted Zone.* The Southwest Corner of Burlingame Avenue SW and 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows:

Area depicted on the attached Exhibit A and described as having a Northern border along the right-of-way line of 36th Street SW; western border along the right-of-way line of Oak Valley Avenue SW; eastern border along the right-of-way line of Burlingame Avenue SW; and a southern border following the south property lines of parcels 41-17-22-227-100, 41-17-22-227-032, 41-17-22-228-012, 41-17-22-228-092 and including 22 additional parcels numbers 41-17-22-227-082, 41-17-22-227-083, 41-17-22-227-002, 41-17-22-227-003, 41-17-22-227-004, 41-17-22-227-005, 41-17-22-227-006, 41-17-22-227-099, 41-17-22-227-026, 41-17-22-227-027, 41-17-22-227-028, 41-17-22-227-029, 41-17-22-227-030, 41-17-22-227-031, 41-17-22-228-103, 41-17-22-228-003, 41-17-22-228-109, 41-17-22-228-099, 41-17-22-228-104, 41-17-22-228-078, 41-17-22-228-010, and 41-17-22-228-011 that lie within the boundaries of the SW Corner of Burlingame and 36th Street Area Restricted Zone.

41-17-22-227-100 – 3632 Oak Valley Ave SW

PART OF LOT 41 COM AT SW COR OF SD LOT 41 TH S 87D 19M 00S E 303.90 FT TO SE COR OF LOT 41 TH N 0D 02M 36S W 105.50 FT TO A PT 41.50 FT S ALONG E LINES OF LOTS 42 & 41 FROM N LINE OF S 15 FT OF SD LOT 42 TH N 87D 00M 00S W 166.75 FT TH S 60D 00M 00S W 60.0 FT TH W 85.0 FT TO W LOT LINE TH S 70.0 FT TO BEG * ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-032 – 3615 Minnie Ave SW
LOT 87. OAK GROVE PLAT.

41-17-22-228-012 – 3616 Minnie Ave SW
LOTS 67 & 68. OAK GROVE PLAT.

41-17-22-228-092 – 3623 Burlingame Ave SW
LOT 7 EX E 3 FT ALSO LOT 8. OAK GROVE PLAT.

41-17-22-227-082 – 3604 Oak Valley Ave SW
LOT 3 EX S 120 FT. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-083 – 3610 Oak Valley Ave SW
S 120 FT OF LOT 3. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-002 – 1716 36th St SW
LOT 2. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-003 – 1706 36th St SW
LOT 1. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-004 – 1652 36th St SW
LOT 79 EX E 15 FT ALSO LOT 80. OAK GROVE PLAT.

41-17-22-227-005 – 3601 Minnie Ave SW
LOT 78 ALSO E 15 FT OF LOT 79. OAK GROVE PLAT.

41-17-22-227-006 – 3620 Oak Valley Ave SW
LOT 42 EX S 15 FT. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-026 - 3603 Minnie Ave SW
LOT 81. OAK GROVE PLAT.

41-17-22-227-099 – 3628 Oak Valley Ave SW
PART OF LOTS 41 & 42 COM AT SW COR OF SD LOT 41 TH N 0D 00M 00S ALONG W LOT LINE 70.0 FT TO BEG OF THIS DESC - TH N 0D 00M 00S 77.0 FT TO N LINE OF S 15 FT OF LOT 42 TH S 87D 19M 00S E ALONG SD N LINE 303.79 FT TO E LINE OF SD LOT 42 TH S 0D 02M 36S E ALONG SD E LINE & E LINE OF SD LOT 41 41.50 FT TH N 87D 00M 00S W 166.75 FT TH S 60D 00M 00S W 60.0 FT TH 90D 00M 00S W 85.0 FT TO BEG * ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-027 – 3605 Minnie Ave SW
LOT 82. OAK GROVE PLAT.

41-17-22-227-028 – 3607 Minnie Ave SW
LOT 83. OAK GROVE PLAT.

41-17-22-227-029 – 3609 Minnie Ave SW
LOT 84. OAK GROVE PLAT.

41-17-22-227-030 – 3611 Minnie Ave SW
LOT 85. OAK GROVE PLAT.

41-17-22-227-031 – 3613 Minnie Ave SW
LOT 86. OAK GROVE PLAT.

41-17-22-228-103 – 1630 36th St SW
LOTS 76 & 77 EX S 15 FT * OAK GROVE PLAT SPLIT ON 09/01/2010 FROM 41-17-22-228-001, 41-17-22-228-002, 41-17-22-228-007.

41-17-22-228-003 – 1626 36th St SW
LOT 75. OAK GROVE PLAT.

41-17-22-228-109 – 3605 Burlingame Ave SW
LOTS 2 & 74 ALSO LOTS 3 & 4 EX E 7.0 FT ALSO LOT 1 EX COM AT NE COR OF SD LOT TH S 0D 04M 30S E ALONG E LINE 10.0 FT TH N 43D 44M 00S W 14.47 FT TO N LINE OF SD LOT TH S 87D 23M 30S E 10.0 FT TO BEG EX N 6.0 FT & EX E 6.0 FT OF REMAINDER * OAK GROVE PLAT SPLIT/COMBINED ON 08/28/2014 FROM 41-17-22-228-101, 41-17-22-228-089, 41-17-22-228-065.

41-17-22-228-099 – 3619 Burlingame Ave SW
LOT 5 EX E 7.0 FT ALSO LOT 6 EX E 5.0 FT * OAK GROVE PLAT.

41-17-22-228-104 – 3604 Minnie Ave SW
S 15 FT OF LOTS 76 & 77 ALSO LOT 73 * OAK GROVE PLAT SPLIT ON 09/01/2010 FROM 41-17-22-228-001, 41-17-22-228-002, 41-17-22-228-007.

41-17-22-228-078 – 3608 Minnie Ave SW
LOTS 71 & 72. OAK GROVE PLAT.

41-17-22-228-010 – 3610 Minnie Ave SW
LOT 70. OAK GROVE PLAT.

41-17-22-228-011 – 3612 Minnie Ave SW
LOT 69. OAK GROVE PLAT.

(6) *Southeast Corner of Burlingame Avenue SW- 36th Street SW Restricted Zone.* The Southeast Corner of Burlingame Avenue SW and 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows:

Parcel No. 41-17-23-101-053 – 1550 36th St SW
PART OF NW 1/4 COM AT NW COR OF SEC TH S 0D 15M 05S E ALONG W SEC LINE 217.50 FT TH N 64D 30M 41S E TO E LINE OF BURLINGAME AVE & TO BEG OF THIS DESC - TH S 64D 30M 41S W TO W SEC LINE TH N 0D 15M 05S W ALONG W SEC LINE 217.50 FT TO NW COR OF SEC TH S 88D 36M 44S E ALONG N SEC LINE 252.09 FT TH S 1D 24M 45S W 226.06 FT TH S 88D 47M 45S E 10.52 FT TH S 1D 32M 49S W 125.84 FT TH N 88D 36M 44S W 252.09 FT TO W SEC LINE TH N 0D 15M 05S W ALONG W SEC LINE 88.0 FT TH S 88D 36M 44S E 33.01 FT TO E LINE OF BURLINGAME AVE TH N 0D 15M 05S W ALONG SD E LINE 63.0 FT TO BEG EX COM 40.02 FT S 88D 36M 44S E ALONG N SEC LINE & 40.02 FT S 0D 15M 05S E FROM NW COR OF SEC TH S 88D 36M 44S E 25.0 FT TH S 45D 34M 06S W 34.85 FT TH N 0D 15M 05S W 25.0 FT TO BEG * SEC 23 T6N R12W 1.98 A.

Parcel No. 41-17-23-101-054 – 1540 36th St SW
Also Including: PART OF NW 1/4 COM 252.09 FT S 88D 36M 44S E ALONG N SEC LINE FROM NW COR OF SEC TH S 1D 24M 45S W 226.06 FT TH S 88D 47M 45S E 10.52 FT TH S 1D 32M 49S W 125.84 FT TH S 88D 36M 44S E 92.91 FT TH N 0D 15M 05S W 352.0 FT TO N SEC LINE TH N 88D 36M 44S W ALONG N SEC LINE 92.91 FT TO BEG * SEC 23 T6N R12W 0.76 A. SPLIT ON 09/16/2011 FROM 41-17-23-101-051.

Section 2. This ordinance shall take effect on _____, 2020.

I hereby certify that this Ordinance was adopted by the Wyoming City Council at a regular meeting held on February 17, 2020.

Signed and sealed February __, 2020

Ordinance No. 3-20

Kelli A. VandenBerg, Wyoming City Clerk



STAFF REPORT

Date: December 18, 2019
Subject: Amendment to Restricted Zone Ordinance
From: Scott Smith, City Attorney
Meeting Date: January 20, 2020

RECOMMENDATION:

Adopt the Ordinance to Amend the Wyoming City Code by Adding Subsections (5) and (6) to Chapter 30, Article VI, Section 30-203 to Describe Additional Areas for Water Well Restrictions.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The ordinance will allow continued use of property lying over contaminated groundwater without risking further environmental harm or health risks.

Safety – The ordinance will protect area residents and business patrons against exposure to possibly contaminated groundwater.

Stewardship – The ordinance allows for a reasonable and cost-effective approach for addressing groundwater contamination.

BUDGET IMPACT:

The Assessor's professional services fund has adequate funds to pay for the appraisal services.

DISCUSSION:

Groundwater contamination is often addressed by so-called "institutional controls." When the contaminated groundwater all lies within the boundaries of a single site, the institutional control is a simple restrictive covenant that prevents use of groundwater on the site and prevents installation of any groundwater wells. When the contaminated groundwater includes has migrated to or may migrate to property that is off-site, then the institutional control can be an ordinance that prohibits installation of groundwater wells and the use of groundwater within a restricted zone. State regulators often wish both approaches to be used.

Speedway, on the southwest corner of Burlingame Ave SW and 36th Street SW is seeking to address groundwater contamination with a restricted zone. Simultaneously, the MDEGLE is addressing an "orphan site" (*i.e.*, a site for which the responsible parties are unknown or no longer existing) on the southeast corner of Burlingame Ave SW and 36th Street SW. This ordinance amendment addresses both of those areas.

Because there are no known water wells in this area and because the area is served by city water this ordinance should have no affect on property owners or occupants. Written notices will have been provided to all the identified parcels advising them of the pending action.