

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 16, 2016, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Chaplain Andrew Alterman, Wyoming Department of Public Safety
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the May 2, 2016 Regular Meeting and the May 9, 2016 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
 - 7:01 p.m.** To Consider Revocation of New Personal Property Exemption Certificate 334-2011 for Grand Rapids Plastics, Inc.
 - 7:02 p.m.** To Consider Revocation of Industrial Facilities Exemption Certificate 2008-374 for Grand Rapids Plastics, Inc.
 - 7:03 p.m.** To Consider Revocation of Industrial Facilities Exemption Certificate 2007-482 for Grand Rapids Plastics, Inc.
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Wyoming Department of Public Safety Citizen Awards
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 50 – To Appropriate \$5,852.79 of Additional Budgetary Authority to Provide Additional Funding for K-9 and Tactical Supplies and Recognize the Associated Donation from the Greater Wyoming Community Resource Alliance
 - b) Budget Amendment No. 51 – To Appropriate \$75,000.00 of Additional Budgetary Authority to Provide Additional Funding for Increased Local Streets Maintenance Activities
- 14) Consent Agenda**
- 15) Resolutions**
 - a) General Appropriations Act: A Resolution to Adopt the Budget for the City of Wyoming for the Fiscal Year Ending June 30, 2017 and to Provide for the Amount to be Raised by Property Taxes
 - b) To Approve the 2016-2017 Budget for the Wyoming Downtown Development Authority

- c) To Approve the Grand Valley Regional Biosolids Authority (GVRBA) Budget for Fiscal Year 2017
- d) To Authorize the Mayor and City Clerk to Execute an Employment Agreement with the City Manager
- e) To Approve and Authorize the Mayor and City Clerk to Execute an Agreement for Purchase and Sale of Real Estate Between the City of Wyoming, the City of Grand Rapids and the Interurban Transit Partnership Related to the Sale of 851 Freeman Avenue SW, in the City of Grand Rapids and Other Matters Thereto
- f) To Approve the 2017-2025 Street and Utility Capital Improvement Program
- g) To Amend a Portion of the City of Wyoming Fee Schedule
- h) To Authorize Redemption of Water Supply System Revenue Bonds, Series 2006
- i) To Consider Revocation of an Industrial Facilities Exemption Certificate and to Seek Payment of Abated Taxes for Grand Rapids Plastics, Inc.
- j) To Consider Revocation of an Industrial Facilities Exemption Certificate and to Seek Payment of Abated Taxes for Grand Rapids Plastics, Inc.
- k) To Consider Revocation of New Personal Property Exemption and to Seek Payment of Abated Taxes for Grand Rapids Plastics, Inc.
- l) To Authorize the Mayor and City Clerk to Execute an Agreement for Specific Home Repair Services
- m) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Heart of West Michigan United Way for Administration of the Kent County/Grand Rapids/Wyoming Regions Continuum of Care
- n) To Authorize the Mayor and City Clerk to Execute an Agreement with the Fair Housing Center of West Michigan for Fiscal Year 2016-2017
- o) To Authorize the Mayor and City Clerk to Enter into an Agreement with the City of Grand Rapids to Perform Subrecipient Monitoring Services on Behalf of the City of Wyoming
- p) To Authorize the Mayor and City Clerk to Enter into an Agreement with the County of Kent to Perform Subrecipient Monitoring Services on Behalf of the City of Wyoming
- q) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Salvation Army Social Services of Kent County
- r) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and The Potter's House
- s) To Consider an Application from Gilnerys Eduardo (d/b/a Los Camales) for a New Class C Licensed Business to be Located at 2907 South Division Avenue SW, Wyoming 49548, Kent County, Michigan
- t) To Assert the Right to Consider the Bikeways Plan Amendment to the City of Wyoming Land Use Plan 2020

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

- u) To Authorize Acceptance of a Proposal from Vredeveld Haefner, LLC for Internal Auditing Reviews and Related Services
- v) To Concur with the Donation of a Tanker Fire Simulator to the City of Battle Creek Fire Department

- w) To Accept a Quotation from Perkinelmer Health Sciences, Inc. for the Purchase of FSU Drug/Toxicology Laboratory Equipment
- x) To Accept a Quotation for Repairs of the 42-Inch Transmission Main
- y) To Accept a Quotation for Repairs of Two Sodium Hypochlorite Bulk Storage Tanks
- z) For Award of Bids
 - 1. Furniture for the Wyoming Public Library
 - 2. Carpeting for the Wyoming Public Library

17) Ordinances

- 9-16 To Amend Article VIII of Chapter 14 of the Code of the City of Wyoming (Health Clubs and Massage Establishments) (First Reading)
- 10-16 To Add Article X to Chapter 50 of the Code of the City of Wyoming (Health Clubs and Massage Establishments) (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment

STAFF REPORT

Date: May 9, 2016
Subject: Additional Funds for Local Street Maintenance Accounts
From: Aaron Vis, Assistant Director of Public Works - Maintenance
Date of Meeting: May 16, 2016

RECOMMENDATION:

It is recommended that the City Council authorize the transfer of \$75,000 from the Local Streets Fund Balance to select Street Maintenance Accounts due to unanticipated increased maintenance activities.

SUSTAINABILITY CRITERIA:

Environmental Responsibility – This recommendation will have no impact on the environment or our natural resources.

Social Equity – This recommendation will have no impact on social equity.

Economic Strength – This recommendation ensures that sufficient funds are available to complete maintenance activities within these accounts for the remaining fiscal year.

DISCUSSION:

Due to the lighter than normal winter season, Public Works staff are able to perform or contract out additional local street maintenance activities this spring. Additionally and as an oversight during budget development, there was no money appropriated to the Professional Services Account for the FY16 budget year. Although some savings occurred through the reduced usage of salt, it will not be enough to cover maintenance expenses to complete this fiscal year.

BUDGET IMPACT:

It is requested that \$20,000 be transferred to the 203-441-46300-775.000 (Maintenance Supplies Account), \$30,000 be transferred to the 203-441-46300-801.000 (Professional Services Account), and \$25,000 be transferred to the 203-441-46300-930.000 (Repairs and Maintenance Account) from the Local Streets Fund Balance. Sufficient funds are available within the Local Streets Fund Balance; however, a budget amendment is needed.

RESOLUTION NO. _____

**GENERAL APPROPRIATIONS ACT
A RESOLUTION TO ADOPT THE BUDGET FOR THE CITY OF WYOMING
FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AND TO
PROVIDE FOR THE AMOUNT TO BE RAISED BY PROPERTY TAXES**

WHEREAS:

1. Chapter 8 of the Charter of the City of Wyoming requires that the City Manager submit a recommended budget to the City Council; that a public hearing be held on said proposed budget; that the City Council by resolution adopt a budget for the ensuing fiscal year, make an appropriation of the money needed therefore, and designate the sum to be raised by taxation; and
2. The Manager has submitted said budget recommendation and a public hearing has been held thereon; now, therefore,

NOW, THEREFORE, BE IT RESOLVED

1. As provided in Section 8.4 of the City Charter, and in conformity with Public Act 621 of 1978, the Uniform Budgeting and Accounting Act, that the budgets attached hereto and made a part hereof by reference are hereby considered and adopted, to be administered on an activity (department) level, as the appropriated budgets of the City of Wyoming to cover the operations thereof for the fiscal year ending June 30, 2017,
2. The amount necessary to be raised by taxation by the levy of 11.9073 mills for operations (0.0243 mills more than the base tax rate of 11.8830 mills, as defined by Public Act 5 of 1982) on the taxable value of all real and personal property in the City be approved as follows:

<u>Levy</u>	<u>P.A. 5 Base Rate</u>	<u>Additional Rate</u>	<u>City Tax Rate</u>	<u>Headlee Limit</u>
Operations - Charter Levies	11.5330	0.0243	11.5573	11.7905
Operations - State Levies	<u>0.3500</u>	<u>0.0000</u>	<u>0.3500</u>	<u>2.7890</u>
Total Operations	<u>11.8830</u>	<u>0.0243</u>	<u>11.9073</u>	<u>14.5795</u>
Total Tax Rate			<u>11.9073</u>	

3. The City Manager to be authorized to transfer necessary amounts within departments within a fund which do not affect ending fund balance.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the Council of the City of Wyoming, Michigan, at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

1. Staff Report of Changes
2. All Fund – Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance Report
3. Property Tax Millage Rate Schedule
4. Annual Budget by Account Classification Report

Resolution No. _____

STAFF REPORT

Date: May 16, 2016
Subject: Budget Changes
From: Kate Balfourt, Accountant
City of Wyoming Finance Department

After the budget was published for the Public Hearing held on May 2, 2016, certain changes were made to the budget. The changes represent adjustments to the following: personnel and fringe costs relating to the District Court, City Manager and Information Technology budgets, and additional cell phone expenditures for the Police Department. The effect on the budget is as follows:

Fund	Net Excess (Deficiency) as Originally Proposed	Change – Increase (Decrease) in Expenses	Net Excess (Deficiency) after Change
General Fund	\$ 78,813	\$ 12,279	\$ 66,534

The attached summaries reflect this change.

City of Wyoming
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
Fiscal Year 2016 - 2017

	Fund Balance Beginning of Year	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
General Fund	\$ 7,162,694	\$ 31,963,005	\$ 31,896,471	\$ 66,534	\$ 7,229,228
Major Streets	1,599,168	4,790,500	5,239,437	(448,937)	1,150,231
Local Streets	1,361,215	1,445,000	1,622,960	(177,960)	1,183,255
Public Safety	100	2,488,200	2,488,200	-	100
Fire	100	1,492,800	1,492,800	-	100
Police	100	2,488,400	2,488,400	-	100
Parks & Recreation	1,380,116	3,589,015	3,597,202	(8,187)	1,371,929
Sidewalk	297,322	400,100	360,164	39,936	337,258
Solid Waste Disposal	584,156	706,600	841,969	(135,369)	448,787
Building Inspections	610,246	1,665,725	1,494,493	171,232	781,478
Community Dev. Block Grant	-	589,588	589,588	-	-
Drug Law Enforcement	23,035	-	20,000	(20,000)	3,035
Library Maintenance	114,721	801,640	707,576	94,064	208,785
MTF Debt Service	-	613,250	613,250	-	-
Capital Improvement	220,783	4,735,000	4,587,418	147,582	368,365
Sewer Bond Reserve	3,482,535	-	-	-	3,482,535
Sewer Construction Reserve	378,841	120,000	-	120,000	498,841
Sewer*	8,154,020	18,020,200	17,419,191	601,009	8,755,029
Sewer Total	12,015,396	18,140,200	17,419,191	721,009	12,736,405
Water*	16,592,778	23,341,000	24,341,376	(1,000,376)	15,592,402
Water Construction Reserve	379,708	120,000	-	120,000	499,708
Water Bond Reserve	3,327,334	-	-	-	3,327,334
Water Total	20,299,820	23,461,000	24,341,376	(880,376)	19,419,444
Motor Pool*	1,090,655	3,975,000	3,394,311	580,689	1,671,344
Motor Pool Depreciation Reserve*	3,456,130	1,115,000	2,258,000	(1,143,000)	2,313,130
Motor Pool Total	4,546,785	5,090,000	5,652,311	(562,311)	3,984,474
Total	\$ 50,215,757	\$ 104,460,023	\$ 105,452,805	\$ (992,782)	\$ 49,222,975

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

Budgeted Funds That Are Not Approved as Part of City's Budget:

Self Insurance Funds:

General Liability	\$ 1,618,713	\$ 266,187	\$ 406,890	\$ (140,703)	\$ 1,478,010
Fleet Insurance	837,632	38,466	117,827	(79,361)	758,271
Property Insurance	832,523	180,930	222,811	(41,881)	790,642
Life Insurance	10,326	29,473	29,422	51	10,377
Worker's Compensation	1,944,126	617,175	624,655	(7,480)	1,936,646
Health Insurance	3,205,835	10,202,404	9,664,666	537,738	3,743,573
Dental Insurance	333,489	459,809	460,392	(583)	332,906
Self Insurance Sub-Total	8,782,644	11,794,444	11,526,663	267,781	9,050,425
Pension Fund	161,463,461	16,543,556	10,278,191	6,265,365	167,728,826
OPEB Fund	34,785,647	3,539,174	4,259,448	(720,274)	34,065,373
Special Assessment Fund	2,113,398	331,055	-	331,055	2,444,453
Total	\$ 207,145,150	\$ 32,208,229	\$ 26,064,302	\$ 6,143,927	\$ 213,289,077

City of Wyoming
All Funds - Revenues and Other Sources, Expenditures and Other Uses, and Changes in Fund Balance
Fiscal Year 2016 - 2017

	Fund Balance Beginning of Year	Revenues and Other Sources	Expenditures and Other Uses	Excess (Deficiency)	Fund Balance End of Year
<u>Component Units That Are Not Approved as Part of City's Budget:</u>					
Downtown Development Authority	\$ 149,189	\$ 75,100	\$ 69,900	\$ 5,200	\$ 154,389
Brownfield Redevelopment Authority	328,267	200,000	65,000	135,000	463,267
Economic Development Authority	20,452	-	9,000	(9,000)	11,452
Greater Wyoming Community Alliance	45,688	23,500	27,000	(3,500)	42,188
Total	<u>\$ 543,596</u>	<u>\$ 298,600</u>	<u>\$ 170,900</u>	<u>\$ 127,700</u>	<u>\$ 671,296</u>

City of Wyoming, Michigan
Property Tax Millage Rate Schedule

	Actual						Proposed
	2011	2012	2013	2014	2015	2016	2017
<u>Purpose</u>							
General Operations	4.6695	4.6695	4.6695	4.6695	4.6695	4.6695	4.6695
Fire Services	0.7500	0.7500	0.7500	0.7500	0.7500	0.7500	0.7500
Police Services	1.2500	1.2500	1.2500	1.2500	1.2500	1.2500	1.2500
Parks & Recreation	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
Sidewalks	0.1500	0.1500	0.1500	0.2000	0.2000	0.2000	0.2000
Yard Waste	1.0000	0.4000	0.4000	0.3500	0.3500	0.3500	0.3500
Library Maintenance	0.1000	0.1000	0.1000	0.1000	0.1000	0.3700	0.3700
Library Debt Service	0.2900	0.2500	0.2500	0.2700	0.2700		
Capital Projects	1.8678	1.5678	1.5678	1.5678	1.5678	1.5678	1.5678
Public Safety		1.2500	1.2500	1.0000	1.2500	1.2500	1.2500
Total Mills	<u>11.5773</u>	<u>11.8873</u>	<u>11.8873</u>	<u>11.6573</u>	<u>11.9073</u>	<u>11.9073</u>	<u>11.9073</u>

	Authorized*	Headlee Limit	Levied
Charter-Aggregate	11.0900	10.5405	10.3073
Charter-Public Safety	1.2500	1.2500	1.2500
State-Yard Waste	3.0000	2.7890	0.3500
Total Tax Rate	<u>15.3400</u>	<u>14.5795</u>	<u>11.9073</u>

* Millage Authorized by Election, Charter, etc.

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 101 General Fund			
Revenue			
Taxes	\$ 10,045,100	\$ 10,090,770	\$ 10,240,200
Licenses and Permits	1,115,000	1,247,000	1,305,000
Federal Grants	490,536	434,790	16,550
State Grants	6,713,144	6,685,688	6,734,456
Contributions from Local Units	244,340	326,362	276,259
Charges for Service	4,190,888	4,172,092	4,802,120
Fines and Forfeitures	1,900,000	1,900,000	1,800,000
Interest and Rentals	311,341	289,920	202,420
Other Revenues	82,250	169,930	116,600
Other Financing Sources	6,614,520	6,524,978	6,469,400
Revenue Totals	<u>31,707,119</u>	<u>31,841,530</u>	<u>31,963,005</u>
Expenditures			
Contingency			
Personal Services	23,248,104	22,659,115	23,475,015
Supplies	710,524	680,181	624,925
Other Services and Charges	8,117,491	7,788,036	7,439,669
Capital Outlay	854,583	780,604	356,862
Transfers Out	-	-	-
Expenditure Totals	<u>32,930,703</u>	<u>31,907,936</u>	<u>31,896,471</u>
Fund Total	(1,223,583)	(66,406)	66,534
Fund Balance, Beginning	<u>7,229,100</u>	<u>7,229,100</u>	<u>7,162,694</u>
Fund Balance, Ending	<u>\$ 6,005,517</u>	<u>\$ 7,162,694</u>	<u>\$ 7,229,228</u>

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Expenditure detail by program			
10100-City Council	\$ 106,707	\$ 103,457	\$ 106,207
10300-City Council - Communication	110,080	98,400	109,600
13600-District Court	1,652,371	1,644,730	1,628,261
13610-District Court - Building	187,141	202,365	208,500
15100-District Court - Probation	441,013	443,794	400,126
17200-City Manager	1,075,682	1,089,878	1,241,770
20100-Finance - Accounting	821,447	760,880	820,699
25300-Finance - Treasurer	375,896	354,044	392,294
73200-Finance - Cable TV Commission	605,000	566,000	605,000
20900-Assessor	630,115	599,200	645,585
24700-Assessor - Board of Review	7,181	2,020	7,181
21000-Attorney - Legal Services	460,000	460,000	460,000
19100-City Clerk - Election	31,400	53,844	97,772
21500-City Clerk	499,365	483,157	518,865
24800-Purchasing - Central Services	115,740	115,740	130,952
26500-Purchasing - City Hall	3,040	3,034	3,040
25800-Information Technology	1,969,840	1,863,781	1,749,388
26700-Facilities Maintenance	415,571	378,060	439,933
30500-Police - Administration Services	1,718,135	1,647,136	1,781,756
30610-Police - Building	416,214	407,858	403,954
30700-Police - Records Management	459,534	449,816	480,799
31000-Police - Detective Bureau	2,481,480	2,436,420	2,482,558
31200-Police - Forensic Science Unit	578,303	562,964	610,822
31500-Police - Patrol	8,642,535	8,270,467	8,669,511
31504-Police - OHSP - OWI	239,631	239,629	-
31505-Police - OHSP - Safety Belt	144,360	144,359	-
31600-Police - Crossing Guard	76,850	74,315	74,315
31700-Police - Senior Volunteer	21,050	16,177	16,207
32000-Police - Training	80,000	80,000	75,650
32100-Police - ACT 302 Training Funds	32,291	32,291	16,900
32500-Police - Communications/Dispatch	1,213,920	1,207,230	665,900
33400-Police - Jail	352,100	409,688	409,570
33700-Fire - Administration Services	338,955	329,182	345,936
33800-Fire - Buildings	198,750	194,471	357,040
33900-Fire - Fighting	4,566,708	4,443,898	4,139,117
33901-Fire - Dual Empl. Reserves	201,902	136,650	143,033
33902-Fire - Fighting - Paid on Call	302,767	283,970	301,568
34100-Fire - Prevention	142,873	140,020	137,066
42600-Fire - Civil Defense	6,860	7,402	8,555
40000-Planning	251,595	242,385	224,142
72800-Economic Development	9,000	9,000	9,000
44611-Public Works - Wayland Hwys/St	2,179	1,750	1,749
44612-Public Works - Kentwood Hwys/St	5,795	1,492	1,447
44613-Public Works - Other Govt/Agencies	5,736	3,559	4,613
44800-Public Works - Street Lighting	920,090	900,088	960,090
75300-Community Outreach Programs	13,500	13,335	10,000
	<u>\$ 32,930,703</u>	<u>\$ 31,907,936</u>	<u>\$ 31,896,471</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 110 Allocation Fund			
Revenue			
Other Financing Sources	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Personal Services	1,386,726	1,364,278	1,247,749
Supplies	14,000	14,300	15,520
Other Services and Charges	155,206	145,869	150,749
Capital Outlay	17,500	17,100	26,500
Transfers Out	(1,573,432)	(1,541,547)	(1,440,518)
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Expenditure detail by program (before transfers out)

22800-HR/Risk Management	\$ 132,287	\$ 131,763	\$ 134,979
44100-Public Works - Administration	741,959	710,285	633,862
44700-Public Works - Engineering	699,186	699,499	671,677
	<u>\$ 1,573,432</u>	<u>\$ 1,541,547</u>	<u>\$ 1,440,518</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 202 Major Streets Fund			
Revenue			
Licenses and Permits	\$ 245,000	\$ 225,000	\$ 225,000
Federal Grants	-	-	-
State Grants	3,840,000	4,100,000	4,500,000
Charges for Service	-	-	-
Interest and Rentals	16,000	35,000	27,500
Other Revenues	47,000	48,000	38,000
Revenue Totals	<u>4,148,000</u>	<u>4,408,000</u>	<u>4,790,500</u>
Expenditures			
Personal Services	1,200,027	1,035,468	1,119,425
Supplies	411,180	413,580	524,850
Other Services and Charges	1,426,878	1,487,663	1,595,162
Capital Outlay	1,864,169	3,306,000	2,000,000
Transfers Out	271,249	270,000	-
Expenditure Totals	<u>5,173,503</u>	<u>6,512,711</u>	<u>5,239,437</u>
Fund Total	(1,025,503)	(2,104,711)	(448,937)
Fund Balance, Beginning	<u>3,703,879</u>	<u>3,703,879</u>	<u>1,599,168</u>
Fund Balance, Ending	<u>\$ 2,678,376</u>	<u>\$ 1,599,168</u>	<u>\$ 1,150,231</u>

Expenditure detail by program

46300-Street Maintenance	\$ 2,950,551	\$ 4,282,870	\$ 3,117,264
47400-Traffic Services	925,846	939,923	949,167
47800-Winter Maintenance	571,000	503,445	636,188
48300-Street Administration	454,857	516,473	536,818
48400-Transfers to Local Streets	271,249	270,000	-
	<u>\$ 5,173,503</u>	<u>\$ 6,512,711</u>	<u>\$ 5,239,437</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 203 Local Streets Fund			
Revenue			
Licenses and Permits	\$ 20,000	\$ 25,000	\$ 25,000
Federal Grants			
State Grants	1,160,000	1,400,000	1,400,000
Charges for Service			
Interest and Rentals	7,000	9,500	7,000
Other Revenues	14,000	16,200	13,000
Other Financing Sources	271,249	270,000	-
Revenue Totals	<u>1,472,249</u>	<u>1,720,700</u>	<u>1,445,000</u>
Expenditures			
Personal Services	642,446	630,294	713,140
Supplies	169,900	126,500	189,250
Other Services and Charges	679,903	707,087	720,570
Capital Outlay			
Expenditure Totals	<u>1,492,249</u>	<u>1,463,881</u>	<u>1,622,960</u>
Fund Total	(20,000)	256,819	(177,960)
Fund Balance, Beginning	<u>1,104,396</u>	<u>1,104,396</u>	<u>1,361,215</u>
Fund Balance, Ending	<u>\$ 1,084,396</u>	<u>\$ 1,361,215</u>	<u>\$ 1,183,255</u>

Expenditure detail by program

46300-Street Maintenance	\$ 562,890	\$ 686,380	\$ 751,239
47400-Traffic Services	266,600	266,417	284,316
47800-Winter Maintenance	435,656	362,500	457,003
48300-Street Administration	227,103	148,584	130,402
	<u>\$ 1,492,249</u>	<u>\$ 1,463,881</u>	<u>\$ 1,622,960</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 205 Public Safety Fund			
Revenue			
Taxes	\$ 2,440,500	\$ 2,436,830	\$ 2,488,200
Interest and Rentals	7,000	4,000	-
Revenue Totals	<u>2,447,500</u>	<u>2,440,830</u>	<u>2,488,200</u>
Expenditures			
Transfers Out	<u>2,486,036</u>	<u>2,440,830</u>	<u>2,488,200</u>
Expenditure Totals	<u>2,486,036</u>	<u>2,440,830</u>	<u>2,488,200</u>
Fund Total	(38,536)	-	-
Fund Balance, Beginning	<u>100</u>	<u>100</u>	<u>100</u>
Fund Balance, Ending	<u>\$ (38,436)</u>	<u>\$ 100</u>	<u>\$ 100</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 206 Fire Fund			
Revenue			
Taxes	\$ 1,464,100	\$ 1,461,930	\$ 1,492,800
Interest and Rentals	-	2,500	-
Revenue Totals	<u>1,464,100</u>	<u>1,464,430</u>	<u>1,492,800</u>
Expenditures			
Transfers Out	<u>1,476,626</u>	<u>1,464,430</u>	<u>1,492,800</u>
Expenditure Totals	<u>1,476,626</u>	<u>1,464,430</u>	<u>1,492,800</u>
Fund Total	(12,526)	-	-
Fund Balance, Beginning	<u>100</u>	<u>100</u>	<u>100</u>
Fund Balance, Ending	<u>\$ (12,426)</u>	<u>\$ 100</u>	<u>\$ 100</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 207 Police Fund			
Revenue			
Taxes	\$ 2,440,800	\$ 2,437,030	\$ 2,488,400
Interest and Rentals	1,356	5,400	-
Revenue Totals	<u>2,442,156</u>	<u>2,442,430</u>	<u>2,488,400</u>
Expenditures			
Transfers Out	2,640,438	2,602,143	2,488,400
Expenditure Totals	<u>2,640,438</u>	<u>2,602,143</u>	<u>2,488,400</u>
Fund Total	(198,282)	(159,713)	-
Fund Balance, Beginning	<u>159,813</u>	<u>159,813</u>	<u>100</u>
Fund Balance, Ending	<u>\$ (38,469)</u>	<u>\$ 100</u>	<u>\$ 100</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 208 Parks and Recreation Fund			
Revenue			
Taxes	\$ 2,928,900	\$ 2,924,458	\$ 2,986,200
Federal Grants	1,512,803	1,512,803	154,030
Contributions from Local Units	-	-	-
Charges for Service	279,092	310,795	302,125
Interest and Rentals	30,279	23,900	18,900
Other Revenues	172,960	139,350	127,760
Revenue Totals	<u>4,924,034</u>	<u>4,911,306</u>	<u>3,589,015</u>
Expenditures			
Personal Services	3,320,405	3,265,590	2,063,174
Supplies	206,185	174,600	125,385
Other Services and Charges	1,223,693	1,185,010	1,309,943
Capital Outlay	368,260	331,520	98,700
Expenditure Totals	<u>5,118,543</u>	<u>4,956,720</u>	<u>3,597,202</u>
Fund Total	(194,509)	(45,414)	(8,187)
Fund Balance, Beginning	<u>1,425,530</u>	<u>1,425,530</u>	<u>1,380,116</u>
Fund Balance, Ending	<u>\$ 1,231,021</u>	<u>\$ 1,380,116</u>	<u>\$ 1,371,929</u>

Expenditure detail by program

75200-Parks and Rec Administration	710,280	682,470	806,351
75600-Parks and Rec - Facilities	1,966,887	1,889,090	1,765,090
75800-Parks and Rec - Senior Center	461,443	415,960	370,525
76100-Recreation	483,113	472,380	501,230
76108-21st Century Cohort G	197,370	197,370	21,561
76109-21st Century Cohort H	301,060	301,060	30,802
76110-21st Century Cohort I-1	498,020	498,020	50,817
76111-21st Century Cohort I-2	500,370	500,370	50,826
	<u>\$ 5,118,543</u>	<u>\$ 4,956,720</u>	<u>\$ 3,597,202</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 211 Sidewalk Fund			
Revenue			
Taxes	\$ 391,400	\$ 390,780	\$ 398,100
Interest and Rentals	1,040	4,000	2,000
Revenue Totals	<u>392,440</u>	<u>394,780</u>	<u>400,100</u>
Expenditures			
Personal Services	7,190	7,190	20,037
Supplies	1,500	1,500	5,000
Other Services and Charges	295,666	295,666	335,127
Expenditure Totals	<u>304,356</u>	<u>304,356</u>	<u>360,164</u>
Fund Total	88,084	90,424	39,936
Fund Balance, Beginning	<u>206,898</u>	<u>206,898</u>	<u>297,322</u>
Fund Balance, Ending	<u>\$ 294,982</u>	<u>\$ 297,322</u>	<u>\$ 337,258</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 230 Solid Waste Disposal Fund			
Revenue			
Taxes	\$ 683,500	\$ 682,480	\$ 696,600
Interest and Rentals	15,940	16,730	10,000
Reimbursements		90	
Revenue Totals	<u>699,440</u>	<u>699,300</u>	<u>706,600</u>
Expenditures			
Personal Services	183,486	197,135	207,878
Supplies	10,000	10,000	5,000
Other Services and Charges	707,164	749,810	619,091
Capital Outlay	-	150,000	10,000
Expenditure Totals	<u>900,650</u>	<u>1,106,945</u>	<u>841,969</u>
Fund Total	(201,210)	(407,645)	(135,369)
Fund Balance, Beginning	<u>991,801</u>	<u>991,801</u>	<u>584,156</u>
Fund Balance, Ending	<u><u>\$ 790,591</u></u>	<u><u>\$ 584,156</u></u>	<u><u>\$ 448,787</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 249 Building Inspection Fund			
Revenue			
Licenses and Permits	\$ 1,297,500	\$ 1,306,000	\$ 1,480,525
Federal Grants	55,000	85,776	55,000
Charges for Service	126,000	78,000	84,000
Fines and Forfeitures	42,000	24,000	24,000
Interest and Rentals	5,062	8,100	5,700
Other Revenues	21,700	17,000	16,500
Revenue Totals	<u>1,547,262</u>	<u>1,518,876</u>	<u>1,665,725</u>
Expenditures			
Personal Services	1,156,723	1,157,720	1,160,435
Supplies	7,460	12,050	10,400
Other Services and Charges	351,126	319,727	300,368
Capital Outlay	7,000	7,000	23,290
Expenditure Totals	<u>1,522,309</u>	<u>1,496,497</u>	<u>1,494,493</u>
Fund Total	24,953	22,379	171,232
Fund Balance, Beginning	<u>587,867</u>	<u>587,867</u>	<u>610,246</u>
Fund Balance, Ending	<u>\$ 612,820</u>	<u>\$ 610,246</u>	<u>\$ 781,478</u>

Expenditure detail by program

37100-Permits	\$ 691,800	\$ 675,993	\$ 672,102
37210-Code Enforcement-Other	245,475	238,428	237,822
37220-Code Enforcement-CDBG Eligible	190,340	188,358	192,275
37300-Rental Program	276,200	276,343	277,377
72200-Zoning and Other Programs	118,495	117,375	114,917
	<u>\$ 1,522,309</u>	<u>\$ 1,496,497</u>	<u>\$ 1,494,493</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 256 Community Development Fund			
Revenue			
Federal Grants	\$ 735,259	\$ 715,140	\$ 489,588
Interest and Rentals	15,850	15,070	16,400
Other Revenues	73,600	95,570	83,600
Other Financing Sources	-	-	-
Revenue Totals	<u>824,709</u>	<u>825,780</u>	<u>589,588</u>
Expenditures			
Personal Services	128,038	149,590	145,189
Supplies	800	800	800
Other Services and Charges	693,170	675,390	443,599
Expenditure Totals	<u>822,008</u>	<u>825,780</u>	<u>589,588</u>
Fund Total	2,701	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u>\$ 2,701</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditure detail by program			
17516/7-Administration	\$ 103,273	\$ 124,894	\$ 113,526
69115/6/7-Rehabilitation	70,377	68,136	74,344
69215/6/7-CDBG Activities	648,358	632,750	401,718
	<u>\$ 822,008</u>	<u>\$ 825,780</u>	<u>\$ 589,588</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 265 Drug Law Enforcement Fund			
Revenue			
Fines and Forfeitures	\$ -	\$ 4,200	\$ -
Interest and Rentals	-	200	-
Revenue Totals	<u>-</u>	<u>4,400</u>	<u>-</u>
Expenditures			
Capital Outlay	-	-	20,000
Transfers Out	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>20,000</u>
Fund Total	-	4,400	(20,000)
Fund Balance, Beginning	<u>18,635</u>	<u>18,635</u>	<u>23,035</u>
Fund Balance, Ending	<u>\$ 18,635</u>	<u>\$ 23,035</u>	<u>\$ 3,035</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 271 Library Fund			
Revenue			
Taxes	\$ 722,400	\$ 721,460	\$ 736,500
Contributions from Local Units	41,030	61,540	61,540
Interest and Rentals	7,896	5,000	3,500
Other Revenues	100	50	100
Revenue Totals	<u>771,426</u>	<u>788,050</u>	<u>801,640</u>
Expenditures			
Personal Services	102,427	81,180	89,412
Supplies	26,200	25,700	27,300
Other Services and Charges	273,026	287,381	284,864
Capital Outlay	530,080	509,050	306,000
Expenditure Totals	<u>931,733</u>	<u>903,311</u>	<u>707,576</u>
Fund Total	(160,307)	(115,261)	94,064
Fund Balance, Beginning	<u>229,982</u>	<u>229,982</u>	<u>114,721</u>
Fund Balance, Ending	<u><u>\$ 69,675</u></u>	<u><u>\$ 114,721</u></u>	<u><u>\$ 208,785</u></u>
 Expenditure detail by program			
17500-Administration	\$ 28,896	\$ 28,896	\$ 32,567
26700-Facility Maintenance	902,837	874,415	675,009
	<u><u>\$ 931,733</u></u>	<u><u>\$ 903,311</u></u>	<u><u>\$ 707,576</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 320 MTF Major Str Debt Service Fund			
Revenue			
Other Financing Sources	\$ 610,205	\$ 609,805	\$ 613,250
Revenue Totals	<u>610,205</u>	<u>609,805</u>	<u>613,250</u>
Expenditures			
Debt Service	<u>610,205</u>	<u>609,805</u>	<u>613,250</u>
Expenditure Totals	<u>610,205</u>	<u>609,805</u>	<u>613,250</u>
Fund Total	-	-	-
Fund Balance, Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance, Ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	2016 Amended Budget	2016 Estimated Amount	2017 Proposed
Fund: 400 Capital Improvement Fund			
Revenue			
Taxes	\$ 3,060,400	\$ 3,056,160	\$ 3,120,600
Federal Grants	1,140,000	1,140,000	1,600,000
Contributions from Local Units	150,000	150,000	
Charges for Service		18,000	
Interest and Rentals	33,290	19,500	14,400
Other Revenues		57,000	-
Revenue Totals	4,383,690	4,440,660	4,735,000
Expenditures			
Other Services and Charges	812,224	812,224	924,168
Capital Outlay	4,322,657	2,830,000	3,050,000
Transfers Out	610,205	609,805	613,250
Expenditure Totals	5,745,086	4,252,029	4,587,418
Fund Total	(1,361,396)	188,631	147,582
Fund Balance, Beginning	32,152	32,152	220,783
Fund Balance, Ending	\$ (1,329,244)	\$ 220,783	\$ 368,365

Expenditure detail by program			
17500-Administration	\$ 812,224	\$ 812,224	\$ 924,168
45200-Storm Water Construction	163,000	130,000	100,000
50200-Major Street Construction	4,159,657	2,700,000	2,950,000
50300-Local Street Construction			
99900-Transfers	610,205	609,805	613,250
	\$ 5,745,086	\$ 4,252,029	\$ 4,587,418

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 588 Sewer - Bond and Interest Fund			
Revenue			
Interest and Rentals	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	-	-	-
Net Position, Beginning	<u>3,482,535</u>	<u>3,482,535</u>	<u>3,482,535</u>
Net Position, Ending	<u><u>\$ 3,482,535</u></u>	<u><u>\$ 3,482,535</u></u>	<u><u>\$ 3,482,535</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 589 Sewer - Construction Reserve			
Revenue			
Interest and Rentals	\$ -	\$ -	\$ -
Other Financing Sources	<u>120,000</u>	<u>120,000</u>	<u>120,000</u>
Revenue Totals	<u>120,000</u>	<u>120,000</u>	<u>120,000</u>
Expenditures			
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	120,000	120,000	120,000
Net Position, Beginning	<u>258,841</u>	<u>258,841</u>	<u>378,841</u>
Net Position, Ending	<u><u>\$ 378,841</u></u>	<u><u>\$ 378,841</u></u>	<u><u>\$ 498,841</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 590 Sewer Fund			
Revenue			
State Grants	\$ -	\$ 102,795	\$ 720,000
Contributions from Local Units	417,200	417,200	417,200
Charges for Service	17,242,000	16,510,000	16,610,000
Fines and Forfeitures	165,000	155,000	155,000
Interest and Rentals	188,039	127,000	88,000
Other Revenues	30,000	30,030	30,000
Other Financing Sources			
Revenue Totals	<u>18,042,239</u>	<u>17,342,025</u>	<u>18,020,200</u>
Expenditures			
Personal Services*	4,745,192	4,503,560	4,279,030
Supplies	812,400	752,000	898,115
Other Services and Charges	7,609,638	7,618,793	8,365,336
Capital Outlay	1,610,309	1,725,000	879,000
Debt Service	2,998,562	2,847,936	2,877,710
Transfers Out	120,000	120,000	120,000
Expenditure Totals	<u>17,896,102</u>	<u>17,567,289</u>	<u>17,419,191</u>
OPEB Transfer**		<u>1,616,367</u>	
Fund Total	146,137	(1,841,631)	601,009
Working Capital, Beginning	<u>9,995,651</u>	<u>9,995,651</u>	<u>8,154,020</u>
Working Capital, Ending***	<u>\$ 10,141,788</u>	<u>\$ 8,154,020</u>	<u>\$ 8,755,029</u>

*Includes 2017 OPEB of \$488,826

**OPEB transfer made in 2016 for liability accrued in prior years

***Working capital excludes Funds 588 and 589

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Expenditure detail by program			
54200-Transmission	\$ 933,196	\$ 946,170	\$ 1,065,676
54400-Capital Outlay	445,000	560,000	396,000
54100-Administration Services	2,903,022	2,812,056	2,425,585
54300-Treatment	7,762,187	7,670,402	8,557,243
54310-Treatment-Lab Services	452,350	421,654	415,629
54400-Capital Outlay	1,165,309	1,165,000	483,000
54700-Industrial Pretreatment	572,335	532,830	549,826
54710-Environmental-Lab Services	311,590	265,491	277,022
54800-GVRBA Operations-Land Appl	196,850	211,250	219,227
54801-GVRBA Operations-Pump House	35,700	14,500	32,272
92500-Revenue Bonds	2,998,562	2,847,936	2,877,710
99900-Transfers	120,000	120,000	120,000
	<u>\$ 17,896,102</u>	<u>\$ 17,567,289</u>	<u>\$ 17,419,191</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 591 Water Fund			
Revenue			
Federal Grants	\$ -	\$ -	\$ -
State Grants	-	-	-
Charges for Service	22,734,000	22,225,000	22,356,000
Fines and Forfeitures	150,000	130,000	130,000
Interest and Rentals	473,979	350,500	310,000
Other Revenues	249,000	276,100	545,000
Other Financing Sources		606,572	
Revenue Totals	<u>23,606,979</u>	<u>23,588,172</u>	<u>23,341,000</u>
Expenditures			
Personal Services*	5,476,810	5,415,019	5,345,672
Supplies	1,555,570	1,458,400	1,572,000
Other Services and Charges	6,016,479	5,850,451	6,106,220
Capital Outlay	3,352,470	2,633,000	4,131,800
Debt Service**	8,254,735	11,718,185	7,065,684
Transfers Out	120,000	120,000	120,000
Expenditure Totals	<u>24,776,063</u>	<u>27,195,055</u>	<u>24,341,376</u>
OPEB Transfer***		1,242,301	
Fund Total	(1,169,084)	(4,849,184)	(1,000,376)
Working Capital, Beginning	<u>21,441,962</u>	<u>21,441,962</u>	<u>16,592,778</u>
Working Capital, Ending****	<u>\$ 20,272,878</u>	<u>\$ 16,592,778</u>	<u>\$ 15,592,402</u>

*Includes 2017 OPEB of \$379,970

**Includes anticipated bond payoff

***OPEB transfer made in 2016 for liability accrued in prior years

****Working capital excludes Funds 592 and 593

Expenditure detail by program - See Next Page

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Expenditure detail by program			
56200-T and D - Mains	\$ 1,076,284	\$ 1,146,340	\$ 1,075,504
56600-T and D - Hydrants	78,957	111,770	82,566
56700-T and D - Services	1,050,515	1,083,080	1,151,949
57300-Capital Outlay	2,733,357	2,000,000	2,012,000
57400-Installation of Service	10,827	17,887	15,905
55100-Administration	2,241,530	2,225,038	2,001,944
55300-Pumping and Treatment	5,988,495	5,621,300	6,109,441
55310-Pumping & Treatment-Lab Services	548,441	525,829	551,853
55800-T and D - Storage/E of Gezon	17,704	18,039	26,390
55900-T and D - Gezon Station	602,170	618,659	608,377
56100-T and D - Storage/W of Gezon	44,144	46,869	36,870
56300-T and D - Pipeline to Gezon	194,250	181,508	173,221
56400-T and D - Pipeline Meters	73,212	66,660	75,136
56500-T and D - Meters	554,155	525,651	557,456
56900-Customer Accounting	568,175	535,240	557,280
56910-Finance Computer Acquisition			
57000-Ottawa County	3,496,175	3,496,175	3,340,295
57100-Kent DPW Bonds	648,450	647,941	-
57300-Capital Outlay	619,113	633,000	2,119,800
92500-Revenue Bonds	4,110,110	7,574,069	3,725,389
99900-Transfers	120,000	120,000	120,000
	<u>\$ 24,776,063</u>	<u>\$ 27,195,055</u>	<u>\$ 24,341,376</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 592 Water - Construction Reserve Fun			
Revenue			
Interest and Rentals			
Other Financing Sources	\$ 120,000	\$ 120,000	\$ 120,000
Revenue Totals	<u>120,000</u>	<u>120,000</u>	<u>120,000</u>
Expenditures			
Transfers Out	-	-	-
Expenditure Totals	<u>-</u>	<u>-</u>	<u>-</u>
Fund Total	120,000	120,000	120,000
Net Position, Beginning	<u>259,708</u>	<u>259,708</u>	<u>379,708</u>
Net Position, Ending	<u>\$ 379,708</u>	<u>\$ 379,708</u>	<u>\$ 499,708</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 593 Water - Bonds and Interest			
Revenue			
Interest and Rentals	\$ -	\$ -	\$ -
Revenue Totals	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures			
Transfers Out	-	606,572	-
Expenditure Totals	<u>-</u>	<u>606,572</u>	<u>-</u>
Fund Total	-	(606,572)	-
Net Position, Beginning	<u>3,933,906</u>	<u>3,933,906</u>	<u>3,327,334</u>
Net Position, Ending	<u><u>\$ 3,933,906</u></u>	<u><u>\$ 3,327,334</u></u>	<u><u>\$ 3,327,334</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 661 Motor Pool Fund			
Revenue			
Federal Grants			
Charges for Service	30,000	25,000	25,000
Interest and Rentals	3,884,000	3,855,000	3,945,000
Other Revenues	10,000	5,000	5,000
Revenue Totals	<u>3,924,000</u>	<u>3,885,000</u>	<u>3,975,000</u>
Expenditures			
Personal Services	836,133	772,747	777,429
Supplies	801,350	711,350	711,400
Other Services and Charges	846,288	823,486	905,482
Transfers Out	999,610	999,610	1,000,000
Expenditure Totals	<u>3,483,381</u>	<u>3,307,193</u>	<u>3,394,311</u>
Less Depreciaton	<u>-</u>	<u>-</u>	<u>-</u>
	<u>3,483,381</u>	<u>3,307,193</u>	<u>3,394,311</u>
Fund Total	440,619	577,807	580,689
Net Position, Beginning	<u>512,848</u>	<u>512,848</u>	<u>1,090,655</u>
Net Position, Ending	<u>\$ 953,467</u>	<u>\$ 1,090,655</u>	<u>\$ 1,671,344</u>
		Fund 662	<u>\$ 2,313,130</u>
		Total Working Capital Between Fund 661/662	<u>\$ 3,984,474</u>

Expenditure detail by program

58100-Administration Fee	\$ 520,454	\$ 516,028	\$ 579,206
58200-Equipment Operations	1,589,944	1,446,360	1,464,504
58300-Building	373,373	345,195	350,601
99900-Transfers	999,610	999,610	1,000,000
	<u>\$ 3,483,381</u>	<u>\$ 3,307,193</u>	<u>\$ 3,394,311</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 662 Motor Pool - Depreciation Res			
Revenue			
Interest and Rentals	\$ 25,000	\$ 30,000	\$ 15,000
Other Revenues	100,000	185,000	100,000
Other Financing Sources	999,610	999,610	1,000,000
Revenue Totals	<u>1,124,610</u>	<u>1,214,610</u>	<u>1,115,000</u>
Expenditures			
Capital Outlay	<u>1,790,494</u>	<u>1,620,000</u>	<u>2,258,000</u>
Expenditure Totals	<u>1,790,494</u>	<u>1,620,000</u>	<u>2,258,000</u>
Fund Total	(665,884)	(405,390)	(1,143,000)
Net Position, Beginning	<u>3,861,520</u>	<u>3,861,520</u>	<u>3,456,130</u>
Net Position, Ending	<u><u>\$ 3,195,636</u></u>	<u><u>\$ 3,456,130</u></u>	<u><u>\$ 2,313,130</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 678 General Liability Fund			
Revenue			
Charges for Service	\$ 260,000	\$ 254,199	\$ 250,000
Interest and Rentals	27,600	16,272	16,187
Other Revenues (MMRMA Rebate)	-	398,043	-
Revenue Totals	<u>287,600</u>	<u>668,514</u>	<u>266,187</u>
Expenditures			
Other Services and Charges	500,162	677,049	406,890
Transfers Out	-	-	-
Expenditure Totals	<u>500,162</u>	<u>677,049</u>	<u>406,890</u>
Fund Total	(212,562)	(8,535)	(140,703)
Net Position, Beginning	<u>1,627,248</u>	<u>1,627,248</u>	<u>1,618,713</u>
Net Position, Ending	<u>\$ 1,414,686</u>	<u>\$ 1,618,713</u>	<u>\$ 1,478,010</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 679 Fleet Insurance Fund			
Revenue			
Charges for Service	\$ 30,000	\$ 30,000	\$ 30,000
Interest and Rentals	-	8,851	8,466
Other Revenues (MMRMA Rebate)	18,200	28,500	-
Revenue Totals	<u>48,200</u>	<u>67,351</u>	<u>38,466</u>
Expenditures			
Other Services and Charges	59,824	114,850	117,827
Transfers Out	-	-	-
Expenditure Totals	<u>59,824</u>	<u>114,850</u>	<u>117,827</u>
Fund Total	(11,624)	(47,499)	(79,361)
Net Position, Beginning	<u>885,131</u>	<u>885,131</u>	<u>837,632</u>
Net Position, Ending	<u>\$ 873,507</u>	<u>\$ 837,632</u>	<u>\$ 758,271</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 680 Property Insurance Fund			
Revenue			
Charges for Service	\$ 174,150	\$ 173,054	\$ 172,600
Interest and Rentals	-	16,494	8,330
Other Revenues	1,046,075	241,836	-
Revenue Totals	<u>1,220,225</u>	<u>431,384</u>	<u>180,930</u>
Expenditures			
Other Services and Charges	1,240,512	1,248,249	222,811
Transfers Out	-	-	-
Expenditure Totals	<u>1,240,512</u>	<u>1,248,249</u>	<u>222,811</u>
Fund Total	(20,287)	(816,865)	(41,881)
Net Position, Beginning	<u>1,649,388</u>	<u>1,649,388</u>	<u>832,523</u>
Net Position, Ending	<u>\$ 1,629,101</u>	<u>\$ 832,523</u>	<u>\$ 790,642</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 681 Life Insurance Fund			
Revenue			
Charges for Service	\$ 26,640	\$ 22,788	\$ 29,370
Interest and Rentals	-	884	103
Other Revenues	1,700	-	-
Revenue Totals	<u>28,340</u>	<u>23,672</u>	<u>29,473</u>
Expenditures			
Other Services and Charges	30,750	29,715	29,422
Transfers Out	-	72,000	-
Expenditure Totals	<u>30,750</u>	<u>101,715</u>	<u>29,422</u>
Fund Total	(2,410)	(78,043)	51
Net Position, Beginning	<u>88,369</u>	<u>88,369</u>	<u>10,326</u>
Net Position, Ending	<u>\$ 85,959</u>	<u>\$ 10,326</u>	<u>\$ 10,377</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 682 Worker' Compensation Fund			
Revenue			
Charges for Service	\$ 597,490	\$ 582,440	\$ 597,723
Interest and Rentals	-	19,404	19,452
Other Revenues	37,600	-	-
Revenue Totals	<u>635,090</u>	<u>601,844</u>	<u>617,175</u>
Expenditures			
Other Services and Charges	578,289	598,155	624,655
Transfers Out	-	-	-
Expenditure Totals	<u>578,289</u>	<u>598,155</u>	<u>624,655</u>
Fund Total	56,801	3,689	(7,480)
Net Position, Beginning	<u>1,940,437</u>	<u>1,940,437</u>	<u>1,944,126</u>
Net Position, Ending	<u>\$ 1,997,238</u>	<u>\$ 1,944,126</u>	<u>\$ 1,936,646</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 683 Health Insurance Fund			
Revenue			
Charges for Service	\$ 9,760,268	\$ 9,446,096	\$ 10,167,604
Interest and Rentals	-	40,000	34,800
Other Revenues	51,900	-	-
Revenue Totals	<u>9,812,168</u>	<u>9,486,096</u>	<u>10,202,404</u>
Expenditures			
Other Services and Charges	9,836,236	8,959,073	9,664,666
Transfers Out	-	-	-
Expenditure Totals	<u>9,836,236</u>	<u>8,959,073</u>	<u>9,664,666</u>
Fund Total	(24,068)	527,023	537,738
Net Position, Beginning	<u>2,678,812</u>	<u>2,678,812</u>	<u>3,205,835</u>
Net Position, Ending	<u>\$ 2,654,744</u>	<u>\$ 3,205,835</u>	<u>\$ 3,743,573</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 684 Dental Insurance Fund			
Revenue			
Charges for Service	\$ 450,000	\$ 439,230	\$ 456,474
Interest and Rentals	-	3,003	3,335
Other Revenues	5,848	-	-
Revenue Totals	<u>455,848</u>	<u>442,233</u>	<u>459,809</u>
Expenditures			
Other Services and Charges	427,827	409,070	460,392
Transfers Out	-	-	-
Expenditure Totals	<u>427,827</u>	<u>409,070</u>	<u>460,392</u>
Fund Total	28,021	33,163	(583)
Net Position, Beginning	<u>300,326</u>	<u>300,326</u>	<u>333,489</u>
Net Position, Ending	<u>\$ 328,347</u>	<u>\$ 333,489</u>	<u>\$ 332,906</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 731 Pension Fund			
Revenue			
Contributions from Local Units	\$ 4,403,000	\$ 4,163,000	\$ 5,182,556
Interest and Rentals	2,100,000	2,280,000	2,200,000
Other Revenues	9,624,000	8,982,566	9,161,000
Other Financing Sources	-	53,485	-
Revenue Totals	<u>16,127,000</u>	<u>15,479,051</u>	<u>16,543,556</u>
Expenditures			
Administration	61,250	110,200	80,705
Investment Expense	400,000	489,785	497,486
Retirement Benefits	8,900,000	9,700,000	9,700,000
Transfers	-	53,485	-
Expenditure Totals	<u>9,361,250</u>	<u>10,353,470</u>	<u>10,278,191</u>
Fund Total	6,765,750	5,125,581	6,265,365
Net Position, Beginning	<u>156,337,880</u>	<u>156,337,880</u>	<u>161,463,461</u>
Net Position, Ending	<u><u>\$ 163,103,630</u></u>	<u><u>\$ 161,463,461</u></u>	<u><u>\$ 167,728,826</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 732 OPEB Fund			
Revenue			
Contributions from Local Units	\$ 3,429,045	\$ 7,233,648	\$ 2,619,174
Interest and Rentals	3,000	-	-
Other Revenues	1,190,000	720,000	920,000
Other Financing Sources	-	72,000	-
Revenue Totals	<u>4,622,045</u>	<u>8,025,648</u>	<u>3,539,174</u>
Expenditures			
Administration	34,600	31,750	30,448
Investment Expense	-	99,000	104,000
Health Benefits	3,860,000	3,323,000	4,125,000
Expenditure Totals	<u>3,894,600</u>	<u>3,453,750</u>	<u>4,259,448</u>
Fund Total	727,445	4,571,898	(720,274)
Net Position, Beginning	<u>30,213,749</u>	<u>30,213,749</u>	<u>34,785,647</u>
Net Position, Ending	<u><u>\$ 30,941,194</u></u>	<u><u>\$ 34,785,647</u></u>	<u><u>\$ 34,065,373</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 800 Special Assessment Fund			
Revenue			
Taxes	\$ 72,000	\$ 67,200	\$ 53,392
Interest and Rentals	13,500	21,000	16,000
Other Revenues	275,000	333,700	261,663
Revenue Totals	<u>360,500</u>	<u>421,900</u>	<u>331,055</u>
Expenditures			
Other Services and Charges	<u>-</u>	<u>6,170</u>	<u>-</u>
Expenditure Totals	<u>-</u>	<u>6,170</u>	<u>-</u>
Fund Total	360,500	415,730	331,055
Fund Balance, Beginning	<u>1,697,668</u>	<u>1,697,668</u>	<u>2,113,398</u>
Fund Balance, Ending	<u><u>\$ 2,058,168</u></u>	<u><u>\$ 2,113,398</u></u>	<u><u>\$ 2,444,453</u></u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 995 Downtown Development Authority			
Revenue			
Taxes	\$ 55,000	\$ 79,741	\$ 75,000
Interest and Rentals	500	100	100
Revenue Totals	<u>55,500</u>	<u>79,841</u>	<u>75,100</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	56,700	56,916	69,900
Expenditure Totals	<u>56,700</u>	<u>56,916</u>	<u>69,900</u>
Fund Total	(1,200)	22,925	5,200
Net Position, Beginning	<u>126,264</u>	<u>126,264</u>	<u>149,189</u>
Net Position, Ending	<u>\$ 125,064</u>	<u>\$ 149,189</u>	<u>\$ 154,389</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 996 Brownfield Redevelopment Authority			
Revenue			
Taxes	\$ 35,000	\$ 189,000	\$ 200,000
Interest and Rentals	-	3,300	-
Other Revenues	-	1,938	
Revenue Totals	<u>35,000</u>	<u>194,238</u>	<u>200,000</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	<u>40,000</u>	<u>65,000</u>	<u>65,000</u>
Expenditure Totals	<u>40,000</u>	<u>65,000</u>	<u>65,000</u>
Fund Total	(5,000)	129,238	135,000
Net Position, Beginning	<u>199,029</u>	<u>199,029</u>	<u>328,267</u>
Net Position, Ending	<u>\$ 194,029</u>	<u>\$ 328,267</u>	<u>\$ 463,267</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 997 Economic Development Corporation			
Revenue			
Taxes	\$ -	\$ -	\$ -
Interest and Rentals	-	250	-
Revenue Totals	<u>-</u>	<u>250</u>	<u>-</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	9,000	9,000	9,000
Expenditure Totals	<u>9,000</u>	<u>9,000</u>	<u>9,000</u>
Fund Total	(9,000)	(8,750)	(9,000)
Net Position, Beginning	<u>29,202</u>	<u>29,202</u>	<u>20,452</u>
Net Position, Ending	<u>\$ 20,202</u>	<u>\$ 20,452</u>	<u>\$ 11,452</u>

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 998 Greater Wyoming Community Alliance CU			
Revenue			
Charges for Services	\$ -	\$ -	\$ -
Interest and Rentals	500	500	500
Other Revenues	23,000	23,000	23,000
Revenue Totals	<u>23,500</u>	<u>23,500</u>	<u>23,500</u>
Expenditures			
Supplies	8,000	8,000	10,000
Other Services and Charges	17,000	17,000	17,000
Capital Outlay	-	-	-
Expenditure Totals	<u>25,000</u>	<u>25,000</u>	<u>27,000</u>
Fund Total	(1,500)	(1,500)	(3,500)
Net Position, Beginning	<u>47,188</u>	<u>47,188</u>	<u>45,688</u>
Net Position, Ending	<u>\$ 45,688</u>	<u>\$ 45,688</u>	<u>\$ 42,188</u>

05/16/16
JRS

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2016-2017 BUDGET FOR THE WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval.
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2016-2017.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2016-2017.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
2016-17 DDA Budget Proposals and Justification
DDA Annual Budget Classification Report
DDA Resolution Approving the Budget

Resolution No. _____

**City of Wyoming
Downtown Development Authority
2016-17 Budget Proposals and Justification**

Revenue:

- Investment income: based on current and last year's investment income, we have budgeted \$100.
- The 2014 DDA Tax Capture is -0- again this year, although we are closer to breaking even since the base was reset.
- The changes to Personal Property Tax law created a "Small Taxpayer Loss (STL) Reimbursement" payable from the State. The first year (2015) we received \$59,255, so we budgeted \$55,000 for 2015-16. Actual revenue was \$79,741, so we are budgeting \$75,000 for 2016-17.

Expenses:

- **Staff - \$-0-**: Historically the DDA paid some of the cost of staff salary who support the DDA (Director, Finance and clerical). The DDA has been unable to fund this since 2011.
- **Administrative Fee**: Fees paid by non-General Fund Departments for general government, building overhead, mailing etc. The DDA has been unable to fund this since 2013.
- **Professional Services, Legal**: **\$1,000** is budgeted to provide any specialized legal services relating to TIF district.
- **Marketing**: **\$1,000**: A significant reduction from previous years, but design, printing or event supplies for marketing is necessary.
- **Travel, Training**: **\$1,500**. Covers part of the cost of one national marketing event; alternatively, local or regional staff training for retail/commercial development topics.
- **Printing and Advertising**: **\$300**. The DDA is required to publish an annual report in the newspaper.
- **Corridor Landscape Maintenance**: **\$25,000** (same) Annual maintenance of lawns and plantings in the ROW in the DDA.
- **Corridor Property Maintenance** **\$15,000** for installation, removal and storage of holiday decorations, and repairs to the irrigation system.
- **Wyoming Gives Back**: **\$3,500**. Supplies, marketing, advertising and sound equipment. We are investing slightly more in this project, as it continues to improve and grow.
- **Metro Cruise**: **\$2,500**. In light of budget constraints, this expense may need to be reconsidered in this or future years.
- **Pedestrian Lighting** **\$5,000**. A major repair and replacement project was completed last year. Ongoing expenses other than damage from motor vehicles accidents will include repair or replacement of the electrical sockets used for holiday decorations.
- **Holiday Decorations** **\$15,000**. Propose to purchase new LED light ropes for all 140 pedestrian light poles. As the old garland became unusable, we have been only decorating about half of the light fixtures.

City of Wyoming, Michigan
Annual Budget by Account Classification Report
 Summary

	<u>2016 Amended Budget</u>	<u>2016 Estimated Amount</u>	<u>2017 Proposed</u>
Fund: 995 Downtown Development Authority			
Revenue			
Taxes	\$ 55,000	\$ 79,741	\$ 75,000
Interest and Rentals	500	100	100
Revenue Totals	<u>55,500</u>	<u>79,841</u>	<u>75,100</u>
Expenditures			
Supplies	-	-	-
Other Services and Charges	51,700	56,916	69,900
Expenditure Totals	<u>51,700</u>	<u>56,916</u>	<u>69,900</u>
Fund Total	3,800	22,925	5,200
Net Position, Beginning	<u>126,264</u>	<u>126,264</u>	<u>149,189</u>
Net Position, Ending	<u>\$ 130,064</u>	<u>\$ 149,189</u>	<u>\$ 154,389</u>

RESOLUTION NO. 27

RESOLUTION TO RECOMMEND THE BUDGET FOR THE
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE FISCAL YEAR ENDING JUNE 30, 2017

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

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

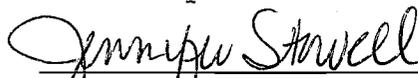
WHEREAS, Public Act 197 further states that said budget must be approved by the City Council of the City of Wyoming prior to adoption by the Board of the Downtown Development Authority; now, therefore,

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

Boardmember Baker moved, seconded by Boardmember Harkema, that the above Resolution be adopted.

Motion carried: Yeas: 5 Nays: 0

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the April 19, 2016.



Jennifer Stowell
DDA Deputy Secretary

Attachment: Budget

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE GRAND VALLEY REGIONAL
BIOSOLIDS AUTHORITY (GVRBA) BUDGET FOR FISCAL YEAR 2017

WHEREAS:

1. As detailed in the attached Staff Report, the GVRBA Operations Team and Project Manager have prepared a budget for fiscal year 2017 as required by the Joint Biosolids Management Project Agreement.
2. The GVRBA Board of Directors has reviewed and approved the GVRBA budget for fiscal year 2017 at its regular meeting held on March 24, 2016.
3. The City of Wyoming is required by the Joint Biosolids Management Project Agreement to approve the budget prior to the start of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the GVRBA budget for fiscal year 2017 in the amount of \$7,966,121.88.
2. The City Council does hereby approve that the City of Wyoming partner share of the approved amount is to be \$2,720,430.62.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

GVRBA FY2017 Budget Worksheet

Resolution No. _____

STAFF REPORT

Date: May 4, 2016
Subject: Grand Valley Regional Biosolids Authority FY2017 Budget Approval
From: Jon Burke, CWP Operations Supervisor
Date of Meeting: May 16, 2016

Recommendation

It is recommended that the Wyoming City Council approve the FY2017 Budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids.

Sustainability Criteria:

Environmental Quality – The adoption of the FY17 Budget assures the continued commitment by the City of Wyoming to provide a diversity of residuals disposition options that are environmentally beneficial including land application (fertilizer) and landfill (energy generation).

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

Economic Strength – The FY17 Budget presents an affordable means of biosolids treatment and disposition, as reflected by the City's commitment to partner with Grand Rapids to produce efficiencies gained by leveraging the resources of both communities.

Discussion:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, Wyoming City Council, and Grand Rapids City Commission. Budget development occurred earlier this year. On March 24, 2016, the GVRBA Board of Directors approved the FY17 Budget, necessitating subsequent approval by both communities.

The FY17 Budget includes contractual increases for major expenses such as land application subcontracting, landfill tipping fees, trucking fees and maintenance. Changing solids characteristics also have resulted in an increase in polymer use; however, the cost of polymer is actually dropping due to the lower fuel costs. The Ops Team also anticipates a complete rebuild of one of the centrifuges as part of a 3-year rehabilitation plan.

Per the Joint Biosolids Management Project Agreement, the City of Wyoming is responsible for paying a percentage of the FY17 budget based on the dry ton contribution of the previous year. For the FY17 year, Wyoming must contribute 34.15% towards the GVRBA total budget or \$2,720,430.62. This is approximately \$160,000 less than was required in FY16.

Budget Impact:

The City of Wyoming's required contribution to the GVRBA FY17 budget is \$2,720,430.62. Pending approval of the City of Wyoming FY17 Budget, sufficient funds will exist in the appropriate accounts (590-590-54300-921000, Sludge Disposal).

Projected and Historical Dry Ton Production Information

Annual Biosolids Dry Tons	FY2017		FY2016 Budget	Variance
		Proposed Budget		
GRWWTP				
Amount sent to landfill		11,752.0	11,412.0	3.0%
	<i>GRWWTP Sub-Total</i>	<u>11,752.0</u>	<u>11,412.0</u>	3.0%
WCWP				
Amount sent to landfill		1,200.0	1,200.0	0.0%
Amount applied to land in bulk form		4,975.0	4,975.0	0.0%
	<i>WCWP Sub-Total</i>	<u>6,175.0</u>	<u>6,175.0</u>	0.0%
	Total	17,927.0	17,587.0	1.9%

Partner Percentage Calculation

Partner Percentage of Total					
GRWWTP		65.85%	63.04%	4.3%	
WCWP		34.15%	36.96%	-8.2%	
Annual Debt Service	\$	2,093,296.88	\$	2,090,931.25	0.1%
Dry Ton Rate	\$	444.36	\$	443.04	0.3%

Revenue

Cash Balance					
Operations (Subfund 592)		\$2,265,988.61	\$2,244,584.04	1.0%	
Construction (Subfund 593)					
	<i>Cash Balance Total</i>	\$ 2,265,988.61	\$ 2,244,584.04	1.0%	
Revenue Requirements	\$	7,966,121.88	\$	7,791,796.25	2.2%
Partner Share of Revenue Requirements					
GRWWTP (Monthly = \$437,140.94)	\$	5,245,691.26	\$	4,911,948.36	6.8%
WCWP (Monthly = \$226,702.55)	\$	2,720,430.62	\$	2,879,847.89	-5.5%

Expenses

7260 Supplies				
Polymer		805,000.00	894,000.00	-10.0%
Miscellaneous		165,000.00	150,000.00	10.0%
	<i>Supplies Sub-Total</i>	\$ 970,000.00	\$ 1,044,000.00	-7.1%
8180 Contractual Services				
Trucking		504,000.00	480,000.00	5.0%
Landfill		1,500,000.00	1,336,500.00	12.2%
Land Application		1,414,727.00	1,333,557.00	6.1%
GRWWTP O&M Segments 1 & 4		825,000.00	825,000.00	0.0%
Financial Processing (Grand Rapids Comptrollers)		5,000.00	5,000.00	0.0%
WCWP O&M Segments 2 & 3		81,952.00	85,252.00	-3.9%
Administration Services (Legal/Audit/Insurance)		35,000.00	35,000.00	0.0%
Centrifuge Service		100,000.00	9,410.00	962.7%
	<i>Contractual Services Sub-Total</i>	\$ 4,465,679.00	\$ 4,109,719.00	8.7%
9430 Equipment Rental or Lease				
WCWP Storage Tanks		417,146.00	417,146.00	0.0%
	<i>Equipment Rental or Lease Sub-Total</i>	\$ 417,146.00	\$ 417,146.00	0.0%
9800 Capital Improvements				
Lighting update		20,000.00	80,000.00	-100.0%
	<i>Capital Improvements Sub-Total</i>	\$ 20,000.00	\$ 130,000.00	-84.6%
Debt Service				
GRWWTP		1,378,436.00	1,318,123.06	4.6%
WCWP		714,860.88	772,808.19	-7.5%
	<i>Debt Service Sub-Total</i>	\$ 2,093,296.88	\$ 2,090,931.25	0.1%
	Expenses Total	\$ 7,966,121.88	\$ 7,791,796.25	2.2%

GRWWTP = City of Grand Rapids Wastewater Treatment Plant

MDEQ = Michigan Department of Environmental Quality

GVRBA = Grand Valley Regional Biosolids Authority

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN EMPLOYMENT AGREEMENT WITH THE CITY MANAGER

WHEREAS:

1. The City Council desires to employ Curtis L. Holt as City Manager for the City of Wyoming.
2. The City of Wyoming and Curtis L. Holt have negotiated the attached City Manager Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached City Manager Employment Agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

ATTACHMENT:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING

EMPLOYMENT AGREEMENT – CITY MANAGER

THIS AGREEMENT between CURTIS HOLT (“Employee”) and the CITY OF WYOMING, MICHIGAN (“City”), is entered into effective July 1, 2016, on the following terms:

1. **TERM.** The City hereby employs the Employee as City Manager. The term of Employee’s employment will commence on July 1, 2016, and will continue for three years (the “Initial Period”). Following the expiration of the Initial Period or any Renewal Employment Period (as defined herein), this Agreement shall automatically be renewed on the same terms and conditions contained herein for another one-year period (“Renewal Employment Period”), unless not later than 60 days prior to the expiration of the Initial Period or any Renewal Employment Period, either party provides written notice to the other party of its election to not automatically renew this Agreement. The Employee serves at the pleasure of the City Council and his employment may be terminated for any reason at any time by the City Council as provided in the City Charter and City Code.

2. **PERFORMANCE.** The Employee agrees to perform the duties of City Manager as set forth in the City Charter, the established policies and regulations of the City, and the laws of the State of Michigan. The Employee shall perform his duties in a competent and professional manner, to the satisfaction of the City Council, which shall be the sole judge of the Employee’s performance. The City Council shall formally evaluate the Employee’s performance annually.

3. **SERVICE DATE.** The Employee’s date of service with the City is August 5, 1996. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** The Employee's established salary shall be increased by 2.75% effective July 1, 2016; by 2.5% effective July 1, 2017; and by 2.25% effective July 1, 2018. Thereafter, while this Agreement remains in force the Employee's salary shall be adjusted each July 1 based on the across-the-board wage adjustment that is most favorable to the Employee from among the City's collective bargaining agreements that are in effect as of that July 1. All payments to the Employee under this Section shall be paid in accordance with normal City payroll procedures.

5. **BENEFITS.**

a. Vacation - The City will provide the Employee with two hundred and forty (240) hours of vacation each calendar year. The Employee shall be paid vacation on the same basis as the City's administrative staff.

b. Hospital, Medical, Dental, Vision and Disability Insurance - The City will provide the Employee with health (i.e., hospital and medical), dental, vision and disability insurance on the same terms and conditions that apply to the City's administrative staff. The liability of the City is limited to the payment of premiums for the insurance coverage and shall not extend to the providing of benefits, unless the City, in its discretion, elects otherwise. The Employee shall contribute toward the monthly premium cost for health insurance on the same basis as the administrative staff. The Employee may opt out of the City's health plan and receive payment in lieu of the health benefit on the same basis as the City's administrative staff. If the Employee opts out of the plan, he may not be covered in the plan as a spouse or dependent. If the Employee opts out of the plan and loses health care coverage through no fault of his own, he will be permitted to reenter the plan at the time coverage is lost. Opting out is subject to plan requirements.

c. Sick Leave - The Employee shall accumulate and be paid for sick and emergency leave on the same terms and conditions that apply to the City's administrative staff. Sick and emergency leave shall include paid sick leave, sick leave incentive, disability income plan, emergency leave, and Worker's Compensation.

d. Bereavement Leave - The Employee shall be provided bereavement leave on the same basis as the City's administrative staff.

e. Jury Duty - The Employee shall be provided jury duty leave on the same basis as the City's administrative staff.

f. Other Insurance - Provided that all eligibility and insurability criteria are met, the Employee shall be provided with term life insurance providing death benefits in an amount equal to two (2) times his annual salary. The City's liability is limited to the payment of premiums for the life insurance coverage and shall not extend to the payment of benefits. The City shall provide the Employee with an Accidental Death and Dismemberment (AD&D) benefit or disability benefit with terms acceptable to the City. This benefit shall be effective as soon as administratively possible after the effective date of this Agreement.

g. Retirement - The Employee shall be eligible to participate in the City's retirement system and retiree health insurance program on the same terms and conditions that apply to the City's administrative staff, with the exception that the Employee's maximum credited years of service shall be 30.

h. Automobile - The City shall provide the Employee with the use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City.

i. Holidays - The Employee shall be entitled to the same holidays as provided to the City's administrative staff.

j. Longevity Pay - As of November 1 of each year the Employee shall receive longevity pay of \$1,200.

On July 28, 2016 the Employee shall receive a one-time payment of 5% of his base salary. The one-time payment shall not be considered compensation for pension calculation purposes.

k. No Other Benefits - The Employee shall not be entitled to any benefits other than those specifically provided for in this Agreement.

l. Changes in Administrative Staff Benefits - No changes in benefits for the City's administrative staff made after the date of this Agreement shall apply to the Employee unless specifically agreed upon in writing between the City and the Employee.

5. **FITNESS FOR DUTY EXAMINATION.** The City may, at its expense, direct that the Employee be examined by health care providers of its choice in order to determine the Employee's fitness to fully carry out his duties. The results of those examinations shall be made available to the Employee and the City from the health care providers involved.

6. **PROFESSIONAL TRAINING, SEMINARS, ETC.** The Employee shall be allowed to attend professional training, seminars, conferences, and other programs in order to keep informed of new approaches, techniques, and other management improvements or advancements relating to his duties under this Agreement, the cost of which shall be determined annually by the City in its budget appropriation.

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

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

b. By the City Council for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance, or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) was convicted of any felony; 5) was convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Council, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to 12 months of the Employee's base salary. Such severance pay will be paid to the Employee over a 12-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the 12-month period, the City's obligation to make severance payments and continue insurance will cease. If the

Employee takes another position at less pay during the 12-month period, the City's obligation will be limited to the difference in pay for the balance of said 12-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

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

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

8. **SUSPENSION.** Pending an investigation of the conduct of the Employee, the City may, in its sole discretion, direct that the Employee suspend all or any part of the performance of duties and may assign the performance of his duties to another person or persons. This suspension of duties shall be without loss of salary or other benefits under this Agreement, until the Employee is either reinstated or terminated under this Agreement.

9. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not

limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

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

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

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

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

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

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

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

CURTIS HOLT

Dated: _____

Curtis Holt

CITY OF WYOMING

Dated: _____

Jack A. Poll
Its: Mayor

Dated: _____

Kelli A. VandenBerg
Its: City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BETWEEN THE CITY OF WYOMING, THE CITY OF GRAND RAPIDS AND THE INTERURBAN TRANSIT PARTNERSHIP RELATED TO THE SALE OF 851 FREEMAN AVENUE SW, IN THE CITY OF GRAND RAPIDS AND OTHER MATTERS THERETO

WHEREAS:

1. The City of Wyoming and the City of Grand Rapids, as partners of the Grand Valley Regional Biosolids Authority (GVRBA) in 2003 jointly acquired an approximately 2.5 acre parcel of property located at 851 Freeman Avenue SW, in the City of Grand Rapids (the "Property") for use by GVRBA.
2. GVRBA has subsequently determined that it has no need for the Property and has authorized the sale of the Property.
3. The Interurban Transit Partnership (ITP) has expressed an interest in purchasing the Property from Wyoming and Grand Rapids for \$350,000 (the "Purchase Price") which amount exceeds the current appraised value of the Property based on an independent appraisal of the Property.
4. Wyoming and Grand Rapids wish to sell the Property to ITP for the Purchase Price.

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement for Purchase and Sale of Real Estate (the "Agreement") between Wyoming, Grand Rapids and ITP related to the sale of the Property for the Purchase Price is approved substantially in the form presented in this meeting with such modifications not materially adverse to Wyoming approved as to content by the City Manager or his designee and as to form by the City Attorney or special counsel.
2. The Mayor and City Clerk are authorized and directed to execute the approved Agreement for and on behalf of the City of Wyoming.
3. The Mayor, City Clerk, City Manager or his designee and the City Attorney or special counsel are authorized to undertake such actions required to complete the transactions or contemplated by the Agreement.
4. All resolutions or part of resolutions in conflict herewith shall be and the same are hereby 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 May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (“*Agreement*”) is made as of May ___, 2016 between **INTERURBAN TRANSIT PARTNERSHIP**, a Public Transit Authority incorporated under the Public Transportation Authority Act, P.A., 196 of 1986, of 300 Ellsworth Avenue, S.W., Grand Rapids, Michigan 49503 (“*Buyer*”) and the **CITY OF GRAND RAPIDS**, a Michigan municipal corporation, of 300 Monroe Ave., Room 660, Grand Rapids, Michigan 49503, and the **CITY OF WYOMING**, a Michigan municipal corporation, of 1155 28th Street, Wyoming, Michigan 49509 (“*Sellers*”).

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Property included in Purchase and Sale Agreement. Sellers agree to sell and Buyer agrees to purchase the real properties, improvements, and appurtenances located at 851 Freeman Avenue S.W., City of Grand Rapids, County of Kent, State of Michigan, more particularly described on the attached Exhibit A (the “*Subject Property*”). The legal description of the Subject Property shall be subject to verification and approval by Buyer based on the Title Commitment and Survey to be provided under this Agreement.

The parties acknowledge that preliminary surveys of the Subject Property prepared by Progressive AE dated September 30, 2015 and October 28, 2015 (the “**2015 Surveys**”) depict certain overlaps affecting the Subject Property and adjoining properties. Most notably, the 2015 Surveys depict an overlap with adjoining property to the north of the Subject Property commonly known as 809 Freeman Avenue S.W. (the “**809 Freeman Avenue Property**”). Buyer previously purchased the 809 Freeman Avenue Property and received a Warranty Deed dated September 28, 2015, recorded October 20, 2015, at Instrument No. 20151020-0092897. In order to address the overlap issue, the parties agree that Sellers will execute two Deeds at Closing. Sellers will execute a Warranty Deed incorporating the surveyed legal description that excludes the overlap portions of the Subject Property (“**Surveyed Legal Description without Overlap**”). Sellers will also execute a Quit Claim Deed that incorporates the legal description set forth on the Title Commitment and historical deeds in the chain of title (“**Historical Legal Description**”). The Surveyed Legal Description without Overlap and the Historical Legal Description are set forth on attached Exhibit A. As set forth above, these legal descriptions remain subject to verification and approval by Buyer.

2. Purchase Price. The Purchase Price for the Subject Property is Three Hundred and Fifty Thousand and No/100 Dollars (\$350,000.00) (the “*Purchase Price*”).

3. Payment of Purchase Price. Upon the Closing of this transaction, Buyer shall pay the Purchase Price to Sellers in immediately available funds.

4. Utilities. Sellers shall be responsible for the payment of all bills for utility service provided to the Subject Property prior to delivery of possession of the Subject Property to Buyer.

5. Marketability and Transfer of Property. Marketable title to the Subject Property shall be in the name of Sellers free and clear from all encumbrances, security interests, easements and restrictions, except those which in Buyer's opinion will not interfere with Buyer's intended use of the property and those which Buyer has expressly agreed to assume ("**Permitted Encumbrances**"). No tax liens of any nature whatsoever shall exist against the Subject Property or Sellers. Sellers represent that no work or materials have been supplied to or incorporated into the Subject Property which could give rise to a lien of any kind within ninety (90) days prior to the date of this Agreement, and that no such work or materials will be supplied to or incorporated into the Subject Property prior to surrender of possession to Buyer which have not been paid for in full.

At the Closing, Sellers shall deliver to Buyer two Deeds, duly executed and in recordable form, conveying the Subject Property to Buyer, subject only to Permitted Encumbrances. Sellers shall execute a Warranty Deed that incorporates the Surveyed Legal Description without Overlap. Sellers shall also execute a Quit Claim Deed that incorporates the Historical Legal Description.

6. Physical Inspection of Subject Property; Environmental Assessment. Within five (5) days after the date of this Agreement, Sellers shall disclose to Buyer and provide Buyer with copies of all environmental reports, sampling data and other information concerning the environmental condition of the Subject Property received by Sellers prior to the date of this Agreement (the "**Sellers' Environmental Reports**"). Prior to Closing, Buyer shall have the right to fully inspect the Subject Property at its sole cost to determine its physical characteristics and suitability for the use proposed by Buyer. For this purpose, Buyer may have soil borings made on the Subject Property and conduct such additional engineering studies and tests on the Subject Property as may be deemed reasonable by Buyer, including, without limitation a full and complete environmental assessment of the Subject Property (the "**Buyer Environmental Assessment**"). Notwithstanding the foregoing, Sellers shall convey the Property to Buyer at Closing "as-is," without representation or warranty as to the physical condition or characteristics of the Property or any improvements on the Property.

7. Environmental Covenants and Agreements. The rights and obligations of the parties under this Paragraph 7 shall apply if the Buyer Environmental Assessment or the Sellers' Environmental Reports confirm that the Subject Property is a "**Facility**," as defined by Part 201 of the Natural Resources and Environmental Protection Act, as amended (MCLA 324.20101 *et seq.*) and all administrative rules issued by the DEQ thereunder (the "**Act**"). In that event, Buyer shall have the option, in its sole discretion to take either of the following actions:

(a) Terminate this Agreement by written notice to the Sellers, or

(b) Retain a consultant selected by Buyer to prepare and file with the Michigan Department of Environmental Quality ("**DEQ**"), at Buyer's sole cost and expense, a baseline environmental assessment with respect to the Subject Property ("**BEA**") and a plan for compliance with Buyer's obligations under Section 7a of the Act with respect to the Subject Property (the "**Compliance Plan**"). Buyer's receipt of, and satisfaction with the BEA and Compliance Plan shall be a condition to closing.

If Buyer elects option (b) above, the Closing Date shall be extended by not more than sixty (60) days or such shorter period of time as reasonably necessary to permit Buyer to obtain a satisfactory BEA and Compliance Plan.

8. Title Insurance. As soon as reasonably possible after the date of this Agreement, Sellers shall, at Sellers' expense, obtain and provide to Buyer a commitment for a standard ALTA owner's title insurance policy issued by First American Title Insurance Company (the "***Title Company***"), with the standard exceptions deleted (except those that require a survey of the Subject Property if Buyer does not provide the survey), covering the Historical Legal Description in the amount of the Purchase Price (the "***Title Commitment***"). At or prior to the Closing Date, Sellers shall satisfy all requirements set forth in the Title Commitment. Provided, however, Sellers shall not be required to warrant title to the overlap portions of the Subject Property. Buyer shall pay the premium for the title insurance policy to be provided under the Title Commitment.

9. Survey and Engineering Drawings and Reports. Buyer shall have the right to obtain a survey of the Subject Property certified in a manner reasonably satisfactory to Buyer, at its sole cost and expense based upon the Surveyed Legal Description Without Overlap (the "***Survey***"). Buyer's obligation to close this transaction is expressly made contingent upon its satisfaction with the information disclosed by the Survey. In addition, as soon as reasonably possible after the date of this Agreement, Sellers shall provide Buyer with copies of all existing surveys, inspection reports, engineering drawings and related data which Sellers have in Sellers' possession or under Sellers' control concerning the Subject Property.

10. Objections to Title Commitment and/or Survey. Within thirty (30) days after the delivery to Buyer of both the Title Commitment and the Survey, Buyer must notify Sellers of any objections to the information disclosed by the Title Commitment and/or the Survey ("***Buyer's Objections***"). Sellers shall take all commercially reasonable efforts to cure or otherwise resolve Buyer's Objections to Buyer's reasonable satisfaction and shall have until the Closing Date to do so. If Sellers fail or are unable to cure or otherwise resolve Buyer's Objections within that time period, Buyer may, as Buyer's sole and exclusive remedy, terminate this Agreement. The foregoing notwithstanding: a) Sellers shall have both the right and obligation to cause any mortgages or other liens against the Subject Property to be paid and discharged at the time of Closing; and b) Sellers shall have no obligation to cure an objection based on failure to provide a Warranty Deed affecting the overlap portions of the Subject Property.

11. Representations and Warranties of Sellers. In addition to any other representations and warranties contained in this Agreement, Sellers make the following representations and warranties, each of which shall be true both as of the date of this Agreement and as of Closing, and each of which shall survive the Closing:

(a) Sellers have never generated, stored, or disposed of any hazardous substances or waste products or materials of any type or nature on the Subject Property and except as disclosed in the Sellers' Environmental Reports or by the Buyer Environmental Assessment, and has no knowledge of the use, location, generation, storage, or disposal by any other person or persons of hazardous materials or substances on the Subject Property or on any

adjacent properties in violation of any applicable federal, state and local laws, ordinances and regulations. In addition, to the best of Sellers' knowledge, except as otherwise disclosed in the Sellers' Environmental Reports or by the Buyer Environmental Assessment, (i) there are no underground storage tanks or asbestos containing materials located on the Subject Property and (ii) there have never been any underground storage tanks or asbestos containing materials located on the Subject Property.

(b) To the best of Sellers' knowledge, the Subject Property is in compliance with all applicable zoning, building, public health and environmental laws and regulations and all other laws and regulations or governmental authorities having jurisdiction over the Subject Property.

(c) Sellers have no knowledge of any pending or proposed special assessment affecting or which may affect the Subject Property or any part of the Subject Property.

(d) Sellers have no knowledge of (i) any agreements of sale other than this Agreement, (ii) options or other rights of third parties to acquire the Subject Property, (iii) any unrecorded easement, lease, claim, restriction, covenant, agreement, or encumbrance affecting all or any portion of the Subject Property or (iv) any other agreements which would otherwise affect the Subject Property. For purposes of this subsection 11(d), the description of the Subject Property is the Surveyed Legal Description Without Overlap.

(e) Sellers have the sole power to execute, deliver and carry out the terms and provisions of this Agreement, and the signature or approval of no other person is necessary in order to authorize the execution, delivery, and performance of this Agreement. This Agreement constitutes the legal, valid and binding obligation of Sellers enforceable in accordance with its terms.

(f) There are no actions, suits or proceedings which have been threatened or instituted against or which affect the Subject Property, at law or in equity, or before any federal, state or municipal governmental commissions, board, bureau, agency, or instrumentality which may affect the value, occupancy, or use of the Subject Property. Sellers will give Buyer prompt written notice of any such action, suit or proceeding of which it obtains knowledge subsequent to the date of this Agreement and prior to the closing. For purposes of this subsection 11(f), the description of the Subject Property is the Surveyed Legal Description Without Overlap.

(g) Sellers are not a "foreign person" as defined in Internal Revenue Code Section 1445 (and the regulations thereunder). At the time of closing, Sellers will sign an affidavit sufficient to satisfy the exemption from withholding requirements under Section 1445.

12. Approvals, Permits and Zoning Variances. Buyer is hereby authorized by Sellers to prepare and file on Sellers' behalf, applications for all such approvals, permits and zoning variances and/or amendments Buyer shall deem necessary or appropriate based upon its intended redevelopment of the Subject Property for use as a bus maintenance facility and vehicle fueling

location for Buyer's transit services (the "**Project**"). Buyer may terminate this Agreement by providing Sellers notice thereof within thirty (30) days following the date of this Agreement if Buyer is not able to obtain any such approvals.

13. Buyer's Conditions to Closing. In addition to any other contingencies contained in this Agreement, Buyer's obligation to close this transaction is expressly made contingent upon the satisfaction of the following conditions prior to the Closing Date:

- (a) The representations and warranties of Sellers set forth in this Agreement being true as of the Closing Date;
 - (b) Sellers having performed all of Sellers' obligations under this Agreement;
 - (c) Buyer's receipt of all necessary approvals, permits and zoning variances and/or amendments required for Buyer to use and occupy the Subject Property for Buyer's intended use, on terms satisfaction to Buyer;
 - (d) Buyer's receipt of all approvals from the Federal Transit Administration ("**FTA**") required to finance Buyer's purchase of the Subject Property with grant funds provided by the FTA, including, without limitation, the FTA's approval of the attached appraisal of the Subject Property, the FTA's approval of the environmental assessment of the Subject Property, and the FTA's approval of the Purchase Price (if it exceeds the appraised value of the Subject Property);
 - (e) The receipt by the Buyer of a Project Construction Grant Agreement ("**PCGA**") or other grant agreement that provides, among other things, full funding for the Purchase Price of the Subject Property;
 - (f) The termination of all existing leases of the Subject Property;
 - (g) The approval of this Agreement by Buyer's board of directors;
 - (h) Buyer's satisfaction with the results of the Buyer Environmental Assessment;
- and
- (i) Buyer's receipt of, and satisfaction with, the BEA and Compliance Plan, if the Subject Property is a Facility.

If any one or more of the above conditions, or any other Buyer contingency contained in this Agreement is not satisfied by the Closing Date, Buyer may waive the condition or contingency or elect to terminate this Agreement as Buyer's sole and exclusive remedy.

14. Sellers' Conditions to Closing. Sellers' obligation to close this transaction is expressly made contingent upon the following:

- (a) Buyer having performed all of its obligations under this Agreement;

(b) The approval of this Agreement by the Grand Rapids City Commission prior to the Closing Date; and

(c) The approval of this Agreement by the Wyoming City Council prior to the Closing Date.

If any one or more of the above conditions is not satisfied by the Closing Date, Sellers may waive the condition or contingency or elect to terminate this Agreement as Sellers' sole and exclusive remedy.

15. Closing. This transaction for the purchase and sale of the Subject Property shall be closed at the offices of the title company providing the Title Commitment for this transaction, or such other place as the parties shall mutually agree, within ten (10) days after all conditions to closing set forth in this Agreement have been satisfied or waived and Buyer provides Sellers with written notice of its intent to close, but not later than one (1) year after the date of this Agreement (the "**Closing Date**"). In the event this transaction does not close within the time period set forth in this Paragraph because a condition contained in this Agreement has not been either satisfied or waived, this Agreement shall automatically terminate and neither party shall have any further rights or obligations under the terms of this Agreement. Buyer shall pay the closing fee charged by the Title Company to close this transaction, the title insurance premium, the real estate transfer taxes, and all recording fees.

16. Possession. Possession of the Subject Property shall be given to Buyer on the Closing Date free and clear of all rights and claims of third parties (the "**Possession Delivery Date**"); provided, however, Buyer shall have reasonable access to the Subject Property prior to Closing for purposes of inspection and testing as provided in Paragraph 6, above. Until possession is delivered to Buyer, Buyer shall have no obligation to maintain, repair or replace any portion of the Subject Property. Sellers shall fully insure all of Sellers' possessions located on the Subject Property and hereby release Buyer from any and all liability for loss or damage to such property regardless of the cause other than Buyer's willful misconduct or negligence. Any personal property remaining on the Subject Property after the Possession Delivery Date shall be deemed abandoned by Sellers and may be used or disposed of by Buyer in its discretion; provided, however, that Sellers shall reimburse Buyer for all reasonable costs of removal and disposal of such personal property within ten (10) days after written notice of the amount due. The provisions of this Paragraph shall survive the closing of this transaction.

17. Federal Funding Disclosures. Sellers acknowledge receipt of an appraisal of the Subject Property dated October 8, 2015 prepared by Genzink Appraisal Company, which concludes that the market value of the fee simple interest in the Subject Property as of October 8, 2015 is Three Hundred Thousand and No/100 Dollars. Based upon that appraisal and after factoring in the administrative and legal costs of acquiring the Subject Property by eminent domain, Buyer and Sellers agree that Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) is just compensation for the Subject Property.

18. Assignment and Enforceability. Except as otherwise expressly provided in this Agreement, this Agreement shall inure to the benefit of, be binding upon, and be specifically enforceable by Sellers and Buyer, and their respective successors and assigns.

19. Entire Agreement; Amendment. This Agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to this transaction. All prior communications concerning this transaction are merged in and replaced by this Agreement. The Agreement may only be amended by a written agreement signed by the parties.

20. Notices. All notices required under this Agreement shall be in writing and either delivered personally or mailed by certified mail, return receipt requested, to the party to be notified at the addresses set forth above or such other address as the party shall have indicated by notice to the other party. Any mailed notice shall be deemed effective upon mailing.

21. Broker. Sellers represent and warrant that they have not engaged the services of a real estate broker and that no third party hired by Seller is entitled to any fee or commission in connection with this transaction.

(signatures appear on the following page)

(Signature Page to Agreement for Purchase and Sale of Real Estate)

SELLERS:

CITY OF GRAND RAPIDS, a Michigan municipal corporation

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Darlene O’Neal, Grand Rapids
City Clerk

CITY OF WYOMING, a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor

Attest: _____
Kelli A. VandenBerg, Wyoming
City Clerk

BUYER:

INTERURBAN TRANSIT PARTNERSHIP, a
Public Transit Authority incorporated under the
Public Transportation Authority Act, P.A., 196 of
1986

By: _____

Its: _____

EXHIBIT A

SUBJECT PROPERTY

Surveyed Legal Description without Overlap

That part of the Southeast ¼ of Section 35, Township 7 North, Range 12 West, City of Grand Rapids, Kent County, Michigan, described as:

Commencing at the Northwest corner of said Southeast ¼ of Section 35; thence South 89°58'35" East 602.65 feet along the North line of said ¼ Section to the Westerly right-of-way line of Freeman Street (80' wide); thence South 02°17'00" East 224.10 feet along said Westerly right-of-way line to a point 300.00' south of the intersection of said Westerly right-of-way line and the Southerly right-of-way line of Market Avenue to the Place of Beginning of this description; thence continuing South 02°17'00" **West** 458.53 feet [**Note: it appears this should be "East"—have surveyor double check**]; thence South 63°00'00" West 290.40 feet; thence North 02°17'00" West 262.64 feet; thence North 68°22'38" East 121.50 feet; thence North 21°37'22" West 190.17 feet; thence North 62°59'46" East 233.53 feet to the Place of Beginning.

Historical Legal Description

The land referred to in this Commitment, situated in the County of Kent, City of Grand Rapids, State of Michigan, is described as follows:

That part of the South fractional 1/2 of Section 35, Town 7 North, Range 12 West, City of Grand Rapids, Kent County, Michigan, described as commencing at the intersection of the West line of Freeman Avenue (80 feet wide) with the Southerly line of Market Street (90 feet wide); thence South 2 degrees 17 minutes East 778.46 feet along the Westerly line of Freeman Avenue; thence South 63 degrees 00 minutes West 290.4 feet to the place of beginning of this description; thence North 2 degrees 17 minutes West 262.0 feet; thence North 68 degrees 33 minutes East 120.60 feet; thence North 21 degrees 30 minutes West 208.55 feet; thence North 62 degrees 50 minutes East 240.84 feet; thence South 2 degrees 17 minutes East 478.46 feet; thence South 63 degrees 00 minutes West 290.4 feet to the place of beginning.

Common Address: 851 Freeman Avenue S.W., Grand Rapids, Michigan

Parcel No.: 41-13-35-401-008

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2017-2025
STREET AND UTILITY CAPITAL IMPROVEMENT PROGRAM

WHEREAS:

1. The City of Wyoming has updated the nine-year Street and Utility Capital Improvement Program.
2. The Capital Improvement Program provides staff direction on project development.
3. The proposed program has been reviewed with the City Council.
4. The program is reviewed, revised and updated by the City Council on an annual basis.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves the 2017-2025 Street and Utility Capital Improvements Program.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

2017-2025 Street and Utility Capital Improvement Program

MEMORANDUM

DATE: May 4, 2016
TO: Curtis L. Holt, City Manager
FROM: William D. Dooley, Director of Public Works
SUBJECT: Annual Street and Utility Capital Improvement Program

An updated copy of the Street and Utility Capital Improvement Program is attached for you and the City Council to review. Many of the project schedules and cost estimates have been revised. This nine-year program totals approximately \$183 million, including \$68 million for ongoing debt service.

Street Improvements

If this CIP is adopted, Wyoming will invest \$41 million, or \$4.6 million per year, in street resurfacing. Approximately 15% of this amount will come from federal transportation funding. Another \$18 million will come from state motor fuel tax revenue. In order to adequately maintain the City's 650 lane miles of major and local streets, Wyoming needs to invest approximately \$5 million each year.

Besides resurfacing, there are four street segments which are scheduled for construction or reconstruction:

- 56th Street from Ivanrest to Byron Center \$2 million
- 54th Street from Clyde Park to US131 \$1.1 million
- 54th Street from Haughey to US131 \$1.5 million
- 44th /Byron Center right turn lane \$0.2 million

Wyoming has two current street bonds, both of which will be retired within the next eight years.

Storm Water Improvements

This proposed CIP includes \$1 million for storm water improvements.

Sanitary System Improvements

Wyoming will need to avoid issuing any new sewer bonds during the next nine years in order to meet its bond coverage obligations. With this in mind, capital improvements in the sewer fund will be limited to \$8.1 million, including the following projects:

CAPITAL IMPROVEMENT PROGRAM SUMMARY

2017 Draft

Revenues and Expenditures (\$000)

	Millage Rate	Fiscal Year										Total		
		16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25				
REVENUES AND OTHER SOURCES														
SSWI Millage	1.57	3,120	3,180	3,250	3,310	3,380	3,440	3,510	3,580	3,660				30,430
Interest		10	10	10	10	10	10	10	10	10				90
Act 51 Funding (Major Street Fund)		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000				18,000
Federal Funding (STP, EDF-C, CMAQ)		1,600	0	2,330	1,350	1,000	1,000	1,000	1,000	1,000				10,280
Federal/State Grants (Bridge, EDF-A)		0	0	0	0	0	0	0	0	0				0
Other Sources (Ottawa Co. & Reimbursements)		400	80	2,710	130	120	90	4,840	4,260	140				12,770
Special Assessments (Sidewalk)		50	0	0	0	0	0	0	0	0				50
Street - Revenue (MTF) Bonds		0	0	0	0	0	0	0	0	0				0
Sewer - Revenue Bonds		0	0	0	0	0	0	0	0	0				0
Sewer - Working Capital		860	900	900	900	900	900	900	900	900				8,060
Sewer - Debt Service		2,860	3,091	3,452	3,467	3,467	3,473	3,482	3,373	3,354				30,019
Water - Revenue Bonds		0	0	0	0	0	0	0	0	0				0
Water - Working Capital		3,750	4,910	5,590	2,170	2,180	2,230	2,180	2,280	2,190				11,630
Water - Debt Service		3,752	3,824	3,895	3,884	3,883	3,872	3,761	3,745	3,735				27,480
Stormwater Development Fees		0	0	0	0	0	0	0	0	0				34,351
Totals		18,402	17,995	24,137	17,221	16,940	17,015	27,953	26,508	16,989				183,160
EXPENDITURES														
Administration Fee to General Fund		390	300	300	300	300	300	300	300	300				2,790
Engineering		530	540	550	560	570	580	590	600	610				5,130
Streets		5,000	3,500	6,120	5,300	5,000	5,000	5,000	5,500	5,500				45,920
Stormwater Systems		100	400	0	0	300	200	0	0	0				1,000
Sanitary Sewer		860	900	900	900	900	900	900	900	900				8,060
Water		4,150	4,990	8,300	2,300	2,300	2,320	13,290	11,900	2,330				51,880
Debt Service (Street Projects)		613	529	421	418	420	425	430	433	0				3,689
Debt Service (Sewer Projects)		2,860	3,091	3,452	3,467	3,467	3,473	3,482	3,373	3,354				30,019
Debt Service (Water Projects)		3,752	3,824	3,895	3,884	3,883	3,872	3,761	3,745	3,735				34,351
Totals		18,255	18,074	23,938	17,129	17,140	17,070	27,753	26,751	16,729				182,839
Excess, -Deficiency		147	(79)	199	92	(200)	(55)	200	(243)	260				321
Fund Balance		0	147	68	267	359	159	104	61	321				321

CAPITAL IMPROVEMENT PROJECTS

WATER

Project Expenditures (\$000)

Project Number/Title	Fiscal Year										Total
	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25		
Water Mains (Asset Management)	2,010	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	18,010
WTP Capital (see list)	2,140	290	300	300	300	320	290	500	330		4,770
Replace Burligame Tanks	2,700										2,700
New Low Service Intake		6,000									6,000
New Pipeline Pump Station						11,000					11,000
Renovate Filters 1-12							2,000				2,000
Replace WTP Tank							2,700				2,700
Additional WTP Generators							2,000				2,000
Additional WTP Tank							2,700				2,700
Major WTP Projects											
					OC	Wyo	Total				
2018 - Replace Burligame Tanks					0	2,700	2,700				
2019 - New Low Service Intake					2,580	3,420	6,000				
2023 - New Pipeline Pump Station					4,730	6,270	11,000				
2024 - Renovate Filters 1-12					860	1,140	2,000				
2024 - Replace WTP Tank					1,160	1,540	2,700				
2024 - Additional WTP Generators					860	1,140	2,000				
2024 - Additional WTP Tank					1,160	1,540	2,700				
					11,350	17,750	29,100				
TOTALS	4,150	4,990	8,300	2,300	2,300	2,320	13,290	11,900	2,330		51,880
											0
											0
Other Sources (Ottawa County)	400	80	2,710	130	120	90	4,840	4,260	140		12,770
Special Assessments											0
											0
Water Revenue Bonds							6,270	5,360			11,630
Water Working Capital	3,750	4,910	5,590	2,170	2,180	2,230	2,180	2,280	2,190		27,480
CIP Fund Cash	0	0	0	0	0	0	0	0	0		0

CWP CIP List

Item	Total \$1,000's	CIP FY
Upgrade Cake Pumps (2)	40	2017
Aeration Upgrade - Controllers	250	2017
Upgrade Chlorinators (3)	30	2017
Lab Instrument	120	2017
New Operations Analyzers	30	2017
New Backhoe Attachment	10	2017
	480	
Renovate Final Clarifiers (5 & 6) [Incl WAS Pumps & RAS Pumps]	3,100	2031
New UV Disinfection [Incl Reaeration after UV]	4,500	2031
	7,600	
Replace RTUs & Boilers (admin building)	400	2018-25
Replace Drain Line (main bldg & truck bay)	50	2018-25
Rebuild Centrifuges (2)	900	2018-25
Replace Carbon Scrubbers (with chem/bio scrubbers)	500	2018-25
Renovate RAS & WAS Pumps (new finals)	100	2018-25
Renovate Effluent Water System	100	2018-25
Renovate Entrance Gates, Loops & Readers	100	2018-25
Replace Overhead Doors (truck bay)	50	2018-25
New Mag Meter Valves (6) - 16"	10	2018-25
New Bar Screen	250	2018-25
New Equipment Storage	200	2018-25
Expand Truck Bay	150	2018-25
Replace Flow Meters	50	2018-25
Expand Parking (south lot)	50	2018-25
Expand Parking (west)	50	2018-25
New Circulation Fans (pipe gallery)	10	2018-25
	2,570	
New Additional Centrifuge	1,200	TBD
Renovate Old Aeration Basins (1 & 2)	12,000	TBD
	13,200	

WTP CIP List -- Capital

Item	Description	Total \$1,000's	Ottawa Co \$1,000's	Wyoming \$1,000's	CIP FY
	NTF	210	90	120	2017
	Replace NTF & High Service Roofs				
	Low Service	100	40	60	2017
	Replace Sluice Gate Operators				
	Gezon	200		200	2017
	Valve and Rebuild for Pump 7				
	STF	200	90	110	2017
	Replace and Add to the Bry-Air System				
	Gezon	40		40	2017
	Replace Pump 6 Actuator				
	Gezon	530		530	2017
	Repaint Elevated Tank				
	Low Service	180	80	100	2017
	Rebuild Switchgear				
	Gezon	350		350	2017
	Replace Switchgear				
	Gezon	20		20	2017
	Replace Bry-Air System and HVAC				
	WTP / Gezon	60	30	30	2017
	Fall Protection - Ground Storage Tanks				
	Low Service	200	90	110	2017
	Repaint Interior				
		2,090	420	1,670	
	Wyoming	100		100	2018
	Repair Valve Actuators (44th and Burlingame)				
	STF	150	60	90	2018
	Replace Transfer Pump Check Valves (3)				
	STF	40	20	20	2018
	Backup NaOCl Pump				
	Gezon	2,700		2,700	2018
	5MG Storage Tank [replacement for Burlingame]				
		2,990	80	2,910	
	STF	120	50	70	2019
	Replace Heating System - Sed Basins				
	NTF	180	80	100	2019
	Replace Boiler Lines				
	Low Service	6,000	2,580	3,420	2019
	Intake Line				
		6,300	2,710	3,590	
	NTF	100	40	60	2020
	Add and Upgrade Domestic Waterlines				

WTP	Replace Turbidity Meters	70	30	40	2020
Pipeline	Upgrade Cathodic Protection	60	30	30	2020
NTF	Replace Isolation Valves & Reclaim Pumps	70	30	40	2020
		300	130	170	
NTF	Additional Reclaim Basin Sluice Gates & Valve	30	10	20	2021
NTF	Replace Surge Protection Valves	70	30	40	2021
High Service	Replace Bry-Air System	50	20	30	2021
NTF	Replace Bry-Air System - Filters	50	20	30	2021
NTF	Replace Bry-Air System - Garage	50	20	30	2021
NTF	Replace Bry-Air System - Raw Water	50	20	30	2021
		300	120	180	
Hook Tank	Inspection and Painting	120		120	2022
NTF	Renovate Filter Gallery	200	90	110	2022
		320	90	230	
STF	Replace Fluoride Flow Meters & Piping	30	10	20	2023
STF	Additional Reclaim Pump	70	30	40	2023
WTP	Tank Farm Containment	100	40	60	2023
Gezon	Replace Turbidity Meters	10	0	10	2023
WTP	Replace pH Probe	10	0	10	2023
Hook Tank	Perimeter Fencing	20	10	10	2023
STF	Upgrade Sludge Polymer Application System	50	20	30	2023
Pipeline	Booster Pump Station	11,000	4,730	6,270	2023
		11,290	4,840	6,450	
WTP	Perimeter Fencing	500	220	280	2024

	WTP	Replace 5MG Storage Tank	2,700	1,160	1,540	2024
	WTP	Renovate Filters 1-12	2,000	860	1,140	2024
	WTP	Additional Generators	2,000	860	1,140	2024
	WTP	Additional Storage Tank	2,700	1,160	1,540	2024
			9,900	4,260	5,640	
	High Service	VFD for 1500hp or 2250hp Pump	300	130	170	2025
	WTP	Dedicated Sludge Transfer Pump (Moyno)	30	10	20	2025
			330	140	190	
	Low Service	Pump Station	9,000	3,870	5,130	TBD
	Low Service	Underground Cable and Transformers	1,000	430	570	TBD
	NTF	Renovate South Clarifier	700	300	400	TBD
	Gezon	Replace Transformer	0	0	0	TBD
			10,700	4,600	6,100	

2016 Capital Improvement Program
Question Topics from the
January 27, 2016 Public Information Meeting

2016 Projects:

28 West Place, Michael Avenue to 28th Street

2016 Watermain Reconstruction – Buchanan Ave, 28th St to 32nd St

2016 Watermain Reconstruction – 1550 44th Street – Watermain Realignment

2016 Sanitary Sewer Reconstruction – 28th St, Buchanan Ave to Division Ave

No Questions

2017 Projects:

56th Street Reconstruction – Byron Center Avenue to Ivanrest Avenue

Q: For special assessments, who decides if there is special benefit to the property?

A: The special assessment must be within relation to the benefit received by the property by a factor of two. Contesting the factor is usually done with before-and-after appraisals comparing property value. Property owners can oppose the special assessment. They may file an appeal to the Tax Tribunal within 30 days of the special assessment confirmation.

Q: Are there rear yard assessments for platted properties?

A: If there is no access to the property from the rear then there is no benefit received and hence no special assessment. If there is limited access permitted then there is benefit received and there are special assessments.

Inter-Urban/Division Avenue Sanitary Sewer Construction – 56th Street to 60th Street

Q: Are the special assessment based on the frontage along Division Avenue?

A: The special assessment will be based on the Division frontage and not the trail frontage.

Q: How are lateral locations picked for each property?

A: Laterals are stubbed in to the property where the property owned requests the lateral to be located.

Q: Are properties required to connect to the sewer?

A: Kent County Health Department issues permits for septic systems. Depending on the proximity of the building to the sanitary sewer, KCHD may require connection at a time when the septic system fails or needs significant upgrade.

2017 Watermain Reconstruction project – Dehoop Ave, Burton Street to 28th Street

No Questions

2018 Projects:

2018 Watermain Reconstruction – Noel Avenue, Longstreet and Wykes Area

2018 Watermain Reconstruction – Buchanan Ave, 44th Street to Crown Street

2018 Watermain Reconstruction – Denwood Ave, Burton Street to South End

2018 Watermain Reconstruction – Wadsworth Street, Division Ave to Buchanan Ave

No Questions

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to Section IV – Engineering Department.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

IV – ENGINEERING DEPARTMENT

Administrative Fees		
Preparation of Lien Contract		\$50.00
Preparation of Restrictive Covenant (waived when prepared in connection with special assessment roll)		\$100.00
Preparation or review of Easements		\$200.00
General Engineering Fees		
Fire Lines		
Based on Construction		4.00%
Minimum Fee		\$150.00
Testing and Chlorination of water mains		
Standard Rate		\$135.00/hr
Overtime Rate		\$150.00/hr
Double time Rate		\$180.00/hr
Subdivision Inspection		
Based on Construction Cost		4.00%
Minimum Fee		\$150.00

Standard Special Assessment Rates

Whenever the City Council decides to levy Special Assessment to defray the costs of any improvements, the following Standard Special Assessment Rates shall govern:

Street		
Rural Improvement – Residential		\$46.90 lf
Full Improvement – Residential		\$75.70 lf
Full Improvement – Commercial		\$95.50 lf
Sanitary Sewer		
Main – Residential		\$31.00 lf
Main – Commercial		\$45.50 lf
6 inch service		\$2,010.00 ea
8 inch service		\$2,950.00 ea
Watermain		
Main – Residential		\$19.20 lf
Main – Commercial		\$23.00 lf
1 inch service		\$1,160.00 ea
1 ½ inch service		\$1,160.00 ea
2 inch service		\$1,350.00 ea
6 inch service		\$3,310.00 ea
8 inch service		\$4,020.00 ea
Storm Sewer		
12 inch lateral		\$1,320.00 ea

15 inch lateral	\$1,700.00 ea
18 inch lateral	\$1,860.00 ea
Sidewalk	
4 inch - Residential	\$14.80 lf
6 inch – Commercial	\$20.60 lf
8 inch – Industrial	\$24.20 lf
Drive Approach	
Standard 4 inch – Residential	\$24.50 sy
Standard 8 inch – Commercial	\$34.90 sy
Standard 8 inch – Industrial	\$43.00 sy
Curb Return	\$2,340.00 ea
Tapered Curb Return	\$4,190.00 ea

Stormwater Fees

<u>Percent Impervious</u>	<u>Stormwater Fee (\$/AC)</u>
5%	\$ 1,690.00
10%	1,830.00
15%	1,970.00
20%	2,120.00
25%	2,260.00
30%	2,400.00
35%	2,540.00
40%	2,690.00
45%	2,830.00
50%	2,970.00
55%	3,110.00
60%	3,260.00
65%	3,400.00
70%	3,540.00
75%	3,680.00
80%	3,830.00
85%	3,970.00
90%	4,110.00
95%	4,250.00
100%	4,400.00

Street Permits

Minimum Insurance Policy Requirements Per Policy

General Liability Coverages (Occurrence/Aggregate)	\$1,000,000/\$2,000,000
Automotive Liability/Combined Single Limit	\$1,000,000
Workers Compensation	\$500,000
Policy must name the City of Wyoming as Additional Insured	

Banners and Signs over right-of-way	\$40.00
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Building Mover's Permit	\$100.00
Moving Oversized objects, less than 13 feet in width (per occurrence)	\$10.00
Moving Oversized objects, greater than 13 feet in width (per occurrence)	\$25.00
Moving Overweight objects (per occurrence)	\$75.00
Work performed outside of normal working hours requiring City Supervision	Actual Cost
Drive Culverts (City Installed)	Actual Cost
Underground Utilities (parallel to centerline)	
Per lineal Foot	\$0.20
Minimum Fee	\$125.00
Residential Drive Approach Construction	
Concrete	\$85.00
Asphalt	\$30.00
Reconstruction	\$20.00
Drive Removal (if performed separate from new Construction)	\$25.00
Landscaping Grades	\$50.00
Drive Grade Stakes (Only)	\$50.00
Commercial Drive Approach Construction	
Flared	\$145.00
Radius	\$220.00
Tapered	
Based on Construction Cost	4%
Minimum Fee	\$150.00
Reconstruct	\$50.00
Drive Removal (if performed separate from new Construction)	\$25.00
Sidewalk Construction	
New Construction	\$125.00
Reconstruction (>50 feet)	\$20.00
ADA Ramps	\$130.00
Restaking	\$50.00
Street Opening	\$350.00
Jack and Bore R.O.W	\$100.00
Traffic Closure (Detour)	\$350.00
Parkway Opening	\$45.00
Storm Sewer	\$25.00
Utility connection	\$25.00
Resurfacing Pavements	
Asphalt	Actual Cost plus 25%
Concrete	Actual Cost plus 25%
All street opening patches shall be replaced by a qualified Contractor or by the City of Wyoming (at the expense of the applicant)	
Miscellaneous	
All work within the right-of-way not covered in the above fees	\$25.00
Sign return	
For return of each sign removed from public property	\$5.00
Portable Basketball Hoop (PBH) Return	
For return of each PBH removed from public property	\$25.00
Telecommunications Permit	
Telecommunications providers permit	\$500.00

**CITY COUNCIL
CITY OF WYOMING
(Kent County, Michigan)**

RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE REDEMPTION OF
WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2006**

Minutes of a regular meeting of the City Council of the City of Wyoming held in the Wyoming City Hall, 1155 28th Street SW, Wyoming, Michigan 49509, on May 16, 2016, at 7:00 p.m. local time.

PRESENT: Councilmembers: _____
ABSENT: Councilmembers: _____

Councilmember _____, supported by Councilmember _____ moved the following resolution:

WHEREAS, the City of Wyoming (the "City") issued its Water Supply System Revenue Bonds, Series 2006, dated December 1, 2006 (the "2006 Bonds"); and

WHEREAS, \$235,000 of the 2006 Bonds matures on June 1, 2016 and is not subject to optional redemption prior to maturity; and

WHEREAS, the following maturities of the 2006 Bonds remain outstanding and are subject to optional redemption prior to maturity:

\$250,000 maturing on June 1, 2017
\$530,000 maturing on June 1, 2019
\$580,000 maturing on June 1, 2021
\$635,000 maturing on June 1, 2023
\$700,000 maturing on June 1, 2025
\$765,000 maturing on June 1, 2027

WHEREAS the City has funds on hand sufficient to redeem the outstanding 2006 Bonds that are subject to optional redemption prior to maturity; and

WHEREAS, the outstanding 2006 Bonds maturing on and after June 1, 2017 are subject to optional redemption prior to maturity at the par amount thereof without a premium on any date on or after June 1, 2016; and

WHEREAS the City has determined that it is in the best interest of the City to redeem prior to maturity all of the 2006 Bonds maturing on and after June 1, 2017.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City calls for redemption prior to maturity all of the 2006 Bonds maturing on and after June 1, 2017 on the earliest practical call date as determined by the Authorized Officer (defined below).

2. The City Manager, Deputy City Manager or Deputy Finance Director, or any one of them acting alone (the "Authorized Officers") are authorized to notify the paying agent, bond registrar and transfer agent (the "Paying Agent") for the 2006 Bonds of the City's direction to call all of the 2006 Bonds maturing on and after June 1, 2017 prior to maturity.

3. In order to effectuate the redemption, the Authorized Officers are authorized to give irrevocable instructions to the Paying Agent to give such notices as may be required for the redemption of the 2006 Bonds maturing on and after June 1, 2017 and to approve the form of any notices.

4. The Authorized Officers are hereby authorized to execute all documents, agreements and certificates and to take all actions necessary to complete the redemption.

5. All resolutions or parts of resolutions in conflict herewith shall be and the same are rescinded.

YEAS: Councilmembers: _____
NAYS: Councilmembers: _____
ABSTAIN: Councilmembers: _____

STATE OF MICHIGAN
COUNTY OF KENT

As the duly qualified and acting City Clerk of the City of Wyoming (Kent County, Michigan) I certify this is a true and complete copy of a resolution adopted by the City Council of the City of Wyoming at a meeting held on May 16, 2016, the original of which is on file in my office. Public notice of that meeting was given in compliance with applicable law.

IN WITNESS WHEREOF, I have affixed my official signature this 16th day of May, 2016.

Kelli A. VandenBerg, City Clerk
City of Wyoming

05/16/16

JRS

**CITY COUNCIL
CITY OF WYOMING
(Kent County, Michigan)**

RESOLUTION NO. _____

**RESOLUTION TO CONSIDER REVOCATION OF INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE AND TO SEEK PAYMENT
OF ABATED TAXES FOR GRAND RAPIDS PLASTICS, INC.**

WHEREAS:

1. On October 1, 2007 the Wyoming City Council approved an application for an Industrial Facilities Exemption Certificate for Grand Rapids Plastics, Inc. located at 4220 Roger B Chaffee Blvd, Wyoming, Michigan, which is within the Industrial District Number 126, for personal property acquisitions valued at \$600,000 and on April 12, 2008, the City Council approved an amendment to the Certificate to approve a new total value of \$1,200,000.
2. On October 14, 2008 the State Tax Commission issued Industrial Facilities Exemption Certificate No. 2007-482 to Grand Rapids Plastics, Inc. for a term of twelve (12) years set to expire on December 31, 2020.
3. Grand Rapids Plastics, Inc. has ceased its operations from the facility at 4220 Roger B Chaffee Blvd, Wyoming, Michigan.
4. An agreement between the City and Grand Rapids Plastics, Inc. (the "IFT Agreement") authorizes the City to require full repayment of an amount equal to the total taxes abated under Industrial Facilities Exemption Certificate No. 2007-482 if Grand Rapids Plastics, Inc. discontinues operations at the facility located at 4220 Roger B. Chaffee, Wyoming, Michigan prior to the expiration of the certificate.
5. A public hearing was held on May 16, 2016 to consider the revocation of Industrial Facilities Exemption Certificate No. 2007-482.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council finds that the purposes of Industrial Facilities Certificate No. 2007-482 are not being fulfilled because Grand Rapids Plastics, Inc. is no longer operating the facility located at 4220 Roger B Chaffee Blvd, Wyoming, Michigan.
2. The Wyoming City Council further finds that: (a) the closure was not the result of events or conditions which were unforeseeable by the City or Grand Rapids Plastics, Inc. as of the date of the IFT Agreement that make it impossible or impractical to continue

operations at the facility; and (b) Grand Rapids Plastics, Inc. has not substantially complied with the requirements of the IFT Agreement.

3. The City requests that the State Tax Commission revoke Industrial Facilities Certificate No. 2007-482.
4. The City Treasurer shall bill Grand Rapids Plastics, Inc. for an amount equal to the total taxes abated pursuant to Industrial Facilities Certificate No. 2007-482 as of the date of revocation, and such bill shall become due and owing 30 days after issuance.
5. All resolutions and parts of resolution in conflict with this resolution are rescinded.

Moved by Councilmember:

Second by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, City Clerk
City of Wyoming

Resolution No. _____

05/16/16

JRS

**CITY COUNCIL
CITY OF WYOMING, MICHIGAN**

RESOLUTION NO. _____

**RESOLUTION TO CONSIDER REVOCATION OF INDUSTRIAL
FACILITIES EXEMPTION CERTIFICATE AND TO SEEK PAYMENT
OF ABATED TAXES FOR GRAND RAPIDS PLASTICS, INC.**

WHEREAS:

1. On August 18, 2008 the Wyoming City Council approved an application for an Industrial Facilities Exemption certificate Grand Rapids Plastics, Inc. located at 4220 Roger B Chaffee Blvd, Wyoming, Michigan, which is within the Industrial District Number 126, for real property improvements valued at \$1,000,000.
2. On October 17, 2008 the State Tax Commission issued Industrial Facilities Exemption Certificate No. 2008-374 to Grand Rapids Plastics, Inc. for a term of twelve (12) years set to expire on December 31, 2020.
3. Grand Rapids Plastics Inc. has ceased its operations from the facility at 4220 Roger B Chaffee Blvd, Wyoming, Michigan.
4. An agreement between the City and Grand Rapids Plastics Inc. (the "IFT Agreement") authorizes the City to require full repayment of an amount equal to the total taxes abated under Industrial Facilities Exemption Certificate No. 2008-374 if Grand Rapids Plastics Inc. discontinues operations at the facility located at 4220 Roger B. Chaffee, Wyoming, Michigan prior to the expiration of the certificate.
5. A public hearing was held on May 16, 2016 to consider the revocation of Industrial Facilities Exemption Certificate No. 2008-374.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council finds that the purposes of Industrial Facilities Certificate No. 2008-374 are not being fulfilled because Grand Rapids Plastics Inc. is no longer operating the facility located at 4220 Roger B Chaffee Blvd, Wyoming, Michigan as a manufacturing facility.
2. The Wyoming City Council further finds that: (a) the closure was not the result of events or conditions which were unforeseeable by the City or Grand Rapids Plastics Inc. as of the date of the IFT Agreement that make it impossible or impractical to continue operations at the facility; and (b) Grand Rapids Plastics Inc. has not substantially complied with the requirements of the IFT Agreement.

3. The City requests that the State Tax Commission revoke Industrial Facilities Certificate No. 2008-374.
4. The City Treasurer shall bill Grand Rapids Plastics Inc. for an amount equal to the total taxes abated pursuant to Industrial Facilities Certificate No. 2008-374 as of the date of revocation, and such bill shall become due and owing 30 days after issuance.
5. All resolutions and parts of resolution in conflict with this resolution are 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 May 16, 2016.

Kelli A. VandenBerg, City Clerk
City of Wyoming

Resolution No. _____

05/16/16

JRS

**CITY COUNCIL
CITY OF WYOMING
(Kent County, Michigan)**

RESOLUTION NO. _____

**RESOLUTION TO CONSIDER REVOCATION OF NEW PERSONAL
PROPERTY EXEMPTION AND TO SEEK PAYMENT OF ABATED TAXES
FOR GRAND RAPIDS PLASTICS, INC.**

WHEREAS:

1. On October 17, 2011 the Wyoming City Council approved an application for an Act 328 New Personal Property Exemption for Grand Rapids Plastics, Inc. located at 3910 Roger B Chaffee Blvd, Wyoming, Michigan, which is within the Industrial District Number 287, for personal property acquisitions valued at \$615,931.00
2. On February 10, 2012 the State Tax Commission issued a New Personal Property Exemption Certificate No. 334-2011 to Grand Rapids Plastics, Inc. for a term of ten (10) years set to expire on December 31, 2021.
3. An agreement between the City and Grand Rapids Plastics, Inc. (the "New Property Tax Exemption Agreement") authorizes the City to require full repayment of an amount equal to the total taxes abated under New Property Exemption Certificate No. 334-2011 if Grand Rapids Plastics, Inc. discontinues operations at the facility located at 3910 Roger B. Chaffee, Wyoming, Michigan prior to the expiration of the certificate.
4. Grand Rapids Plastics, Inc. has ceased its operations at 3910 Roger B. Chaffee Blvd, Wyoming, Michigan.
5. A public hearing was held on May 16, 2016 to consider the revocation of Act 328 New Personal Property Exemption.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council finds that the purposes of New Property Exemption Certificate No. 334-2011 are not being fulfilled because Grand Rapids Plastics, Inc. is no longer operating the facility located at 3910 Roger B Chaffee Blvd, Wyoming, Michigan as a manufacturing facility.
2. The Wyoming City Council further finds that: (a) the closure was not the result of events or conditions which were unforeseeable by the City or Grand Rapids Plastics, Inc. as of the date of the New Property Tax Exemption Agreement that make it impossible or impractical to continue operations at the facility; and (b) Grand Rapids Plastics, Inc. has not substantially complied with the requirements of the New Property Tax Exemption Agreement.

3. The City requests that the State Tax Commission revoke New Property Tax Exemption Certificate No. 334-2011.
4. The City Treasurer shall bill Grand Rapids Plastics, Inc. for an amount equal to the total taxes abated pursuant to New Property Tax Exemption Certificate No. 334-2011 as of the date of revocation, and such bill shall become due and owing 30 days after issuance.
5. All resolutions and parts of resolution in conflict with this resolution are 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 May 16, 2016.

Kelli A. VandenBerg, City Clerk
City of Wyoming

Resolution No. _____

RESOLUTION NO. _____

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

WHEREAS:

1. The 2016/2017 Wyoming Community Development Block Grant Program approved budget includes an activity to provide specific home repair services to assist low to moderate income Wyoming residents.
2. Two programs will be administered by Home Repair Services of Kent County, namely a Minor Home Repair program and an Access Modification Program for persons with disabilities.
3. Funds shall be available for the activity under Account # 256-400-69217-956.085.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into the attached contract with Home Repair Services of Kent County for an amount not to exceed \$60,000.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: May 11, 2016

Subject: Home Repair Services Contract – CDBG Funding 2016-2017

From: Rebecca Rynbrandt, Director of Community Services

Cc: Joel Ruiter, Home Repair Services

Meeting Date: May 16, 2016

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2016-17 budget review and acceptance process of the City Council, the budget of which included a grant award to Home Repair Services, Inc. through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Home Repair Services.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2016 through June 30, 2017 on Monday, April 4, 2016. Included within the plan is to provide support for specific home repair services for moderate to low income Wyoming residents. To this end, we are proposing a renewal of our agreement with area non-profit Home Repair Services, Inc.

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

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

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$60,000.00, distributed as follows: Minor Home Repair - \$40,000.00 and Access Modification - \$20,000.00. Sufficient funds are available in the activity account #256-400-69217-956.085.

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HOME REPAIR SERVICES OF KENT COUNTY, INC.
JULY 1, 2016 THROUGH JUNE 30, 2017**

THIS CONTRACT is entered into this _____ day of _____, 2016, effective from July 1, 2016 through June 30, 2017 and by and between the **City of Wyoming**, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, through its Community Development Section of the Planning and Development Department, hereinafter called the "City", and **Home Repair Services of Kent County, Inc.**, a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Subrecipient".

WITNESSETH THAT:

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

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

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

SECTION 1 - PROGRAM OBJECTIVES:

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

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

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

desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for Minor Home Repair and Access Modification Program exceeds the Subrecipient's ability to supply the service, the Subrecipient shall maintain a waiting list for services. When the annual maximum has been reached for a location, the client's name may be placed on a waiting list for the next Contract year.

2. Priority for the provision of these Contract services shall be given to especially vulnerable applicants and especially serious health or safety repairs, i.e. the worst situations and/or cases shall be served first.
3. A client co-payment policy shall continue ensuring that a fee is charged to clients for Minor Home Repair and Access Modification Program. The co-payment policy may be amended by the Subrecipient's Board of Directors upon approval by the City. When Department of Health and Human Services State Emergency Relief funds (SER) are combined with CDBG funds, the SER funds are not considered program income.
4. If the Subrecipient should encounter critically needed repairs that would exceed the annual limits of the Minor Home Repair Program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Subrecipient and/or the City, and the inspection reports and cost analysis information developed by the Minor Home Repair Program shall be provided to those programs. Also, in those instances where the Subrecipient shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Subrecipient is authorized to contact a licensed subcontractor to provide the small emergency home repair, provided total costs do not exceed the annual maximum per location established in this Contract.
5. The Subrecipient or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for Minor Repair and Access Modification programs shall be 50% of area median income (AMI) as calculated by the Federal Government, or up to 80% AMI upon discretion of the Subrecipient's Executive Director.
6. The Subrecipient shall be properly licensed to provide the services required by this Contract. The Subrecipient and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Subrecipient agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Subrecipient's area of Contract activities.
8. The Subrecipient shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
9. The Subrecipient may provide up to 22 hours of on-the-job training in these Repair

Programs for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - MINOR HOME REPAIR PROGRAM:

1. The Subrecipient shall provide minor repair services, including labor and materials of subcontracted repairs, to a minimum 45 homes of low/moderate income homeowners. Minor Home Repairs are defined as tasks promoting the health, safety and economical utility consumption and protection of property including appurtenant structures of the residents of homes that are otherwise habitable. The Subrecipient shall make the minimal necessary repair(s) to correct the problem. Home improvement does not meet this definition and decoration is not permitted. Attention should be paid, however, to aesthetic acceptability of the finished repair. Options regarding cost and appearance should be reviewed with the homeowner to assure client satisfaction. These repairs undertaken by Home Repair Services will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for Minor Home Repair Program services under this Contract shall be \$40,000.00 except as revised by Sections 13, 14, and 15.
2. The Subrecipient shall service the homes of eligible owner-occupants up to a maximum of \$5,000.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Subrecipient's Executive Director, providing funds are available.
3. Those labor costs which shall be applied toward the dollar limit per location shall include only time at the work site, coffee breaks, traveling to and from the job site, in the shop, buying materials and filling out the appropriate paperwork. The unit of service for this Contract shall be the "service hour" which is defined as all of the above plus site inspections and on-the-job training.
4. The Subrecipient shall review with each homeowner receiving service which Minor Home Repairs are most desirable for their home, confirm the homeowner's choice of services prior to beginning the repair work and make a reasonable effort to secure the homeowner's signature on the service agreement upon satisfactory completion of the work.
5. All co-payments made as a result of this Contract shall be program income. Any program income shall be returned to the City on a monthly basis.
6. The Subrecipient shall not provide services to mobile homes unless the home is on property owned by the occupant and permanently affixed to the property.

SECTION 4 - ACCESS MODIFICATION PROGRAM:

1. This program will improve the homes of persons with significant mobility impairments to improve the accessibility of those houses. This may include but not be restricted

to: a ramp, doorway widening, hand rails, bathroom grab bars, etc. Recipients must have received an Access Modification Survey conducted by a qualified organization approved by the City and only improvements listed on that survey shall be provided. The Access Modifications limit per location is \$5,000.00. This service is not to be provided to the same address more than once in the lifetime of the structure, unless authorized by the Subrecipient's Executive Director in accordance with the Subrecipient's rules governing such situations. The maximum amount paid by the City for the Access Modification Program services under this Contract shall not exceed \$20,000.00, except as revised by Sections 13, 14, and 15.

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

SECTION 5 – WARRANTY/APPEAL:

1. Subrecipient Minor Home Repair and Accessibility Modifications files shall include invoices and payments made with a work list of tasks, materials and costs for the hours and the number of person-hours involved for each location. Any homeowner desiring a detailed report of labor and/or materials for a particular job shall be provided with this itemization upon request. Each case record shall show an approval by the homeowner with a dated signature showing receipt of work completed without waiving Subrecipient liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Subrecipient agrees to provide in writing to each Minor Home Repair/Accessibility Modifications recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. The opening of plugged drains, roof repair, and patching concrete steps are specifically excluded from the warranty. The Subrecipient shall maintain these records for three years.

SECTION 6 - LOSS OF CLIENT ELIGIBILITY:

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

SECTION 7 - HOUSES FOR SALE/RENTAL UNITS:

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

SECTION 8 - OVERRUNS:

It is acknowledged that the Subrecipient has a limited ability to pay for unanticipated costs. The dollar limit per location for repairs is established to help the Subrecipient and the homeowner avoid extensive work which could reduce the total number of households

to be assisted. The Subrecipient shall submit an annual report detailing the overruns of the Minor Home Repair and Access Modification Program.

SECTION 9 - RECORDS:

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

SECTION 10 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance." Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records related to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
2. Administrative Practices and Policies. The Subrecipient shall submit its "administrative practices and policies" to the City for review within sixty (60) days of execution of this Contract. The administrative practices and policies shall include, but not be limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.), and an accompanying annual resolution of the Subrecipient's Board of Directors adopting and/or readopting the original and/or revised administrative practices and policies.

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

the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- h. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.
4. Community Development Program Reports. The Subrecipient shall maintain case files on each household served which include name, address, income eligibility, size of household, sex, race, handicap status, and age of head of household. The Subrecipient shall submit the following reports, in formats approved by the City, by July 31, 2017:
 - a. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - b. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

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

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

Subrecipient's Unique Entity Identifier – DUNS 02104-2841

City Federal Award Identification Number – B16MC260020

City Federal Award Date – July 1, 2016

Subaward Period of Performance Start & End Date – July 1, 2016-June 30, 2017

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$60,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$60,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$60,000.00

Federal Award Project Description – Rehabilitation-Home Repair Services: Low/moderate-income households have affordable services such as minor home repairs and accessibility modifications, for the purpose of providing decent affordable housing.

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

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

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

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

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

SECTION 11 - CERTIFICATIONS:

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

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and

cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

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

1. Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u)(as amended) and (24CFR135), requires that employment and training opportunities generated by HUD funded housing rehabilitation, housing construction, or public construction projects, to the greatest extent feasible, be given to low income persons (those whose household income is at or below 80% of the area median income) and are located in the metropolitan area and to businesses that are owned by Section 3 residents (51% or more) or that employ Section 3 residents (at least 30% of their work force) or that subcontract work with Section 3 businesses (25% or more of their subcontracts).
2. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
4. The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
5. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24

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

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

SECTION 13 - TIME OF PERFORMANCE:

- 1. On July 1, 2016, the Subrecipient shall commence performance of the services and activities required under this Contract.
- 2. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2017, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 14 - COMPENSATION AND METHOD OF PAYMENT:

- 1. As full compensation for the Subrecipient's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Subrecipient an amount up to Sixty Thousand and 00/100 dollars (\$60,000.00) from the City's Community Development Block Grant funds for the programs listed below.

*	Minor Home Repair	\$40,000.00
*	Access Modification Program	\$20,000.00
		\$60,000.00

The amount for each program may be transferred between programs by permission of the City (by the Community Services Director).

- 2. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Subrecipient pursuant to this Contract, exceed the maximum sum of Sixty Thousand and no/100 dollars (\$60,000.00) from the City's Community Development Block Grant funds.
- 3. The Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- 4. The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or

as mutually agreeable between the City and the Subrecipient.

SECTION 15 - CONTINUED FUNDING:

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

SECTION 16 - FINANCE PROCEDURES:

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

SECTION 17 - DONATION AND FEES:

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

SECTION 18 - CONTRACT MODIFICATIONS:

The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other contract provision related thereto, which the

Subrecipient is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Contract after approval by the City.

SECTION 19 - SUBRECIPIENT'S FAILURE OF PERFORMANCE:

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

1. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.
2. In the event the City determines the work or services provided pursuant to this Contract has not been performed in a timely or satisfactory manner, the City shall notify the Subrecipient and allow the Subrecipient ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to the Subrecipient.
4. Reduction of Compensation by the City. In the event the Subrecipient fails to perform, in a timely and proper manner, any of the services or activities required under this Contract, the City may, in its sole discretion, reduce or modify the compensation payable hereunder to the Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
 - A. In the event the Subrecipient fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Contract, the City, in its sole discretion and without notice may terminate this Contract with no further liability to the Subrecipient beyond that expressly provided by this contract.
 - B. In the event this Contract is terminated:
 1. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by the Subrecipient with City funds pursuant to the Contract, shall become the property of the City.
 2. The Subrecipient shall receive just and equitable compensation for any work which the Subrecipient satisfactorily completed pursuant to this Contract, subject to subsection (3) (b) below.

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

SECTION 20 - AUDITS AND INSPECTIONS:

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

4. The Subrecipient is required to furnish the amounts reported on the Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to the City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

SECTION 21 - CONFLICT OF INTEREST:

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

SECTION 22 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

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

SECTION 23 - LOBBYING AND POLITICAL ACTIVITIES:

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

SECTION 24 - "SAVE HARMLESS" CLAUSE:

The Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest may appear, against any and all damages to property or injuries to or death of any person or persons, including the property and employees or agents of the City, and the Subrecipient shall defend, indemnify and save harmless the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers as their interest

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

SECTION 25 - CIVIL RIGHTS:

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

SECTION 26 - COMPLIANCE WITH THE LAW:

In performing the services and activities required under this Contract and in fulfilling the terms, conditions, obligations, covenants, agreements and stipulations of this Contract, the Subrecipient shall comply with all applicable Federal, State and local laws including the Architectural Barrier Act of 1968 (Barrier Free Design Act) (20 USC 293, as amended by 29 USC 706) and where applicable in relation to construction activities the Davis-Bacon Act, as amended (40 USC 276a-5); Copeland Anti-Kickback Act (18 USC 874 as

supplemented by 29 CFR, Part 3) and Federal Fair Labor Standards provision as amended (52 Stat. 1060; USCA 201 et. seq., 40 USC 327, 5 USC 1332-15) Section 2 of the Act of June 13, 1934, as amended (40 USC 276c).

SECTION 27 - SEVERABILITY OF PROVISIONS:

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

SECTION 28 - WAIVER:

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

SECTION 29 - DISCLOSURE OF CONFIDENTIAL MATERIAL:

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

SECTION 30 - CITY DEPARTMENT OR OFFICE:

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

SECTION 31 – FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:

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

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

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

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

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

SECTION 32 - TERMINATION AT CITY'S ELECTION:

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

SECTION 33 – REVERSION OF ASSETS:

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

SECTION 34 – DEBARRED OR INELIGIBLE CONTRACTORS:

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

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

SECTION 35 – INSURANCE:

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

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

Minimum Limits:

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

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

2. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

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

3. Workers' Compensation and Employer's Liability – Statutory coverage.

Statutory Limits - \$500,000 per occurrence

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

Minimum Limits:

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

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

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

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

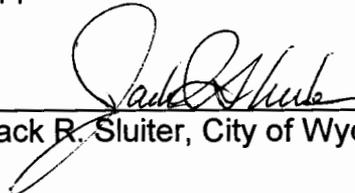
By: _____
Kelli A. VandenBerg, City Clerk Date

HOME REPAIR SERVICES OF KENT COUNTY,
INC.

By: _____
Christopher Caldwell, Chairperson Date

By: _____
Joel Ruiter, Executive Director Date

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming has experienced an increase in panhandling, homeless camps, and persons who are homeless over the course of the last eight years.
2. The U.S. Department of Housing and Urban Development (HUD) allows the use of Community Development Block Grant (CDBG) funds to support programs that seek to address needs associated with persons and families that are homeless or at risk of being homeless.
3. In its 2016-2017 budget, the City of Wyoming has approved funding the area's Continuum of Care (CoC) administration, which also serves as the Coalition to End Homelessness, in an amount not to exceed \$10,000.
4. The Kent County/Grand Rapids/Wyoming regions CoC is administered by the Heart of West Michigan United Way.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Agreement

Resolution No. _____

STAFF REPORT

Date: May 11, 2016

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

From: Rebecca Rynbrandt, Director of Community Services

Cc: Michelle VanDyke, President/CEO, United Way

Meeting Date: May 16, 2016

RECOMMENDATION:

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

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

The federal government, recognizing the growing trend of homelessness, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. Over the years the City of Wyoming has seen an increase in reported cases of panhandling, homeless camps, and persons who are homeless. In response, the City has assigned myself to serve as Chair of the Steering Committee for the Grand Rapids Area Coalition to End

Homelessness and serve on the Funding Review Committee for the HUD Continuum of Care. Support of the CoC has been identified in the CDBG Action Plan as a priority, and \$10,000 has been approved in the 2016-2017 budget to support the administration of the CoC.

BUDGET IMPACT:

Per HUD regulation, a sub-recipient agreement is required between the City and United Way for these purposes. Council has approved funding in the 2016-2017 CDBG budget, not to exceed \$10,000, for this purpose.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE HEART OF WEST MICHIGAN UNITED WAY
JULY 1, 2016 THROUGH JUNE 30, 2017**

THIS CONTRACT, entered into this _____ day of _____, 2016, effective from July 1, 2016 through June 30, 2017 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Heart of West Michigan United Way**, a Not-for-Profit Corporation, located at 118 Commerce SW, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

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

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

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

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

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

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

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

1. Project Objective.

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

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

2. Scope of Services.

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

- a. The Subrecipient may use a portion of the funds allocated to it by the City for the cost of providing the immediate supervision, coordination and consultation needed to develop, prepare and implement a Continuum of Care strategy, which is necessary to obtain funding from HUD to address the problems of homelessness in the Kent County area, which includes the City of Wyoming.
- b. The Subrecipient will invoice and collect from the City a maximum total of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) to be used to reimburse the Subrecipient the cost of providing the coordination and consultation needed to develop and write a Continuum of Care strategy.
- c. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made to develop the Continuum of Care strategy.

3. Time of Performance.

- a. On July 1, 2016, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2017, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) in accordance with the following schedule:
 - 1) The City shall pay the Subrecipient TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) in two (2) equal installments of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00). The last installment shall only be payable after the Continuum of Care strategy is completed and submitted to HUD by the application deadline established by HUD.
- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000).

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

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

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

8. Donations and Fees.

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

9. Contract Modifications.

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

10. The Subrecipient's Failure of Performance.

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

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

determined unless otherwise terminated pursuant to the terms of this Contract.

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

11. Reports and Information.

- a. **Financial Records and Reports.** The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
- b. **Administrative Practices and Policies.** The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. **Equal Opportunity Employment.** The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. **Community Development Program Reports.** The Subrecipient shall maintain case files on each household served which include name, address, target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2017.
- e. **Annual Performance Report.** This must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. **Catalog of Federal Domestic Assistance (CFDA).** The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Heart of West Michigan United Way

Subrecipient's Unique Entity Identifier – DUNS 09594-5176

City Federal Award Identification Number – B16MC260020

City Federal Award Date – July 1, 2016

Subaward Period of Performance Start & End Date – July 1, 2016-June 30, 2017

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$10,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$10,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$10,000.00

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

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

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

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

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

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

12. Certifications.

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

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

13. Eligible Costs of the Subrecipient.

Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules and regulations and conditions mandated by the City,

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

14. Records and Documentation.

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

15. Audits and Inspections.

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

representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eighty (180) days after the end of its fiscal year.

16. Conflict of Interest.

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

17. Assignment and Transfer of Interest; Subcontracting.

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

18. Lobbying and Political Activities.

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

19. Save Harmless Clause.

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

20. Debarred or Ineligible Contractors.

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

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

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

21. Federal Uniform Administrative Requirements.

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

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

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

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

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

22. Insurance.

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

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

Minimum Limits:

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

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

- b. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

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

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

Statutory Limits - \$500,000 per occurrence

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

Minimum Limits:

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

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

23. Compliance with the Law.

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

24. Severability of Provisions.

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

25. Waiver.

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

26. Disclosure of Confidential Material.

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

27. City Department or Office.

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

28. Termination at City's Election.

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____ Date _____
Jack A. Poll, Mayor

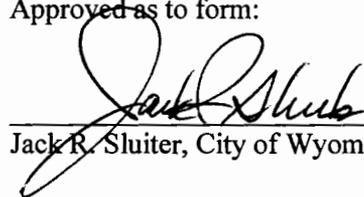
By: _____ Date _____
Kelli A. VandenBerg, City Clerk

UNITED WAY,
a not-for-profit corporation

By: _____ Date _____
Michelle VanDyke, President/CEO

By: _____ Date _____
Chris Slater, Vice President of
Finance

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT WITH THE FAIR HOUSING CENTER OF WEST MICHIGAN
FOR FISCAL YEAR 2016-2017

WHEREAS:

1. The City wishes to promote and ensure that fair housing is available throughout the City.
2. The Fair Housing Center wishes to provide technical assistance to the City in responding to questions regarding housing discrimination from residents of the City or persons wishing to reside in the City.
3. The Wyoming Community Development Committee and the Wyoming City Council have approved the 2016-2017 budget, which includes this service.
4. The Fair Housing Center will conduct complaint assistance and investigation to obtain evidence of discriminatory practices and initiate appropriate enforcement action where such evidence exists.
5. The Fair Housing Center will disseminate fair housing information to housing consumers as an educational activity and will conduct a 3-hour Fair Housing training session in the City.
6. Funds shall be available in Account No. 256-400-17517-957.035.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Fair Housing Agreement

Resolution No. _____

STAFF REPORT

Date: May 11, 2016
Subject: Fair Housing Center – CDBG Funding 2016-2017
From: Rebecca Rynbrandt, Director of Community Services
Cc: Nancy Haynes, Fair Housing Center of West Michigan

Meeting Date: May 16, 2016

RECOMMENDATION:

As recommended by the citizen appointed Wyoming Community Development Committee and affirmed during the FY 2016-17 budget review and acceptance process of the City Council, the budget of which included a grant award to the Fair Housing Center of West Michigan through the Community Development Block Grant restricted funds, it is recommended the City Council enter into the attached contract with the Fair Housing Center of West Michigan.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2016 through June 30, 2017 on Monday, April 4, 2016. Included within the plan is to provide support for specific efforts to ensure housing and to address discriminatory practices related to housing within Wyoming. To this end, we are proposing a renewal of our agreement with area non-profit Fair Housing Center of Western Michigan, Inc.

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

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

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$5,000.00. Sufficient funds are available in the activity account #256-400-17517-957.035.

FAIR HOUSING ACTIVITIES AGREEMENT FOR THE CITY OF WYOMING, MICHIGAN FOR 2016-2017

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

Preliminary Statement

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

Agreement

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

1. Term. The activities described in this Agreement are to begin on July 1, 2016, and are to be completed no later than June 30, 2017. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
2. Termination. This Agreement shall automatically terminate as of June 30, 2017, unless renewed for successive one (1) year terms by written agreement of both parties. The City and the Subrecipient shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of early termination, the amount of payment to the Subrecipient shall be pro-rated according to the schedule set forth in Paragraph 4.
3. Services:
 - A. Complaint Assistance/Investigation.
 - a. The Subrecipient shall provide complaint investigation and determination services in response to allegations of housing discrimination within the City which the Subrecipient may receive, from any source, during the term of this Agreement. The Subrecipient shall utilize, in their expert opinion, any and all necessary methods of acceptable investigation, testing, etc. practices to determine the merits of such complaints. If on the date this Agreement terminates, and the Subrecipient has not completed processing one or more

complaints, the Subrecipient shall complete its regular processing of those complaints at no extra charge.

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

c. Wyoming shall reimburse the Subrecipient up to a maximum amount of \$4,250.00 for complaint assistance/investigation/determination services.

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

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

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

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

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

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

4. Payment. In consideration for the services, the City shall pay the Subrecipient up to a total of Five Thousand Dollars (\$5,000.00) for actual and reasonable expenses. The Subrecipient shall submit payment requests with all supporting documentation (payroll sheets, copies of checks, receipts, etc) quarterly for reimbursement, but not less than twice per year, as follows:
 - A. Up to Four Thousand Two Hundred Fifty dollars (\$4,250.00) for complaint assistance/investigation services as describe herein.
 - B. Up to Seven Hundred Fifty Dollars (\$750.00) for speaker fees and training materials, education and outreach, as described herein.
5. Reports. Upon execution of this Agreement, the Subrecipient shall provide the City with a copy of its most recent audit report. In addition, all records and documents maintained by the Subrecipient in connection with this Agreement shall be open to examination by representatives of the U.S. Department of Housing and Urban Development and by City representatives as may be designated by the City Manager. The Subrecipient shall provide the City with a mid-period report, and a comprehensive final report of the Subrecipient's activities in connection with this Agreement upon completion of the services. Unless otherwise expressly authorized by the City, the Subrecipient shall maintain all records to this Contract, including financial records and accounts, for a period of three (3) years after receipt of final payment under this Contract.
6. Community Development Program Reports. The Contractor shall maintain case files on each household served which include name, address, and target area, size of household, sex, race, handicap status, and age of head of household. The Contractor shall submit the following reports, in formats approved by the City, by July 31, 2017:
 - A. An annual performance report, detailing levels of service given by each program. This must include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
 - B. An annual and unduplicated demographic report containing data on the extent to which each racial and ethnic group and single headed households (by gender and household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds.

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

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

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

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

Subrecipient Name – Fair Housing Center of West Michigan

Subrecipient’s Unique Entity Identifier – DUNS 19440-5478

City Federal Award Identification Number – B16MC260020

City Federal Award Date – July 1, 2016

Subaward Period of Performance Start & End Date – July 1, 2016-June 30, 2017

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

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

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

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

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

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

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

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

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

10. Independent Contractor. The Subrecipient shall perform the services as an independent contractor, and neither the Subrecipient nor any of its employees shall be considered an employee of the City at any time during the term of this Agreement.
11. Indemnification. The Subrecipient agrees to hold the City, its officers, agents and employees harmless from liability of any nature or kind including costs and expenses, including but not limited to actual attorney fees, or on account of any or all suits for damages sustained by any persons or property resulting in whole or in part from the performance or omission of any officer, employee, agent, or representative of the Subrecipient.
12. Insurance. The Subrecipient shall, for the term of this Agreement, carry the following insurance throughout the term of the contract, and prior to commencing any work, provide to the City proof of said insurance and a signed City of Wyoming Indemnification Agreement. Coverage shall be endorsed, with written confirmation, to include the City as an additional insured for work performed by the Subrecipient in accordance with this Agreement:

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

Minimum Limits:

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

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

- B. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

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

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

Statutory Limits - \$500,000 per occurrence

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

Minimum Limits:

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

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

- F. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com)

13. Compliance with Laws. The Subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment

because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 220 and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 stat. 394, which states that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Subrecipient shall comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement. The Subrecipient shall keep all records as may be required by applicable law, including but not limited to HUD CDBG program requirements.

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

City or its designated representatives to ensure accuracy in reporting the correct amounts of expended federal awards within one hundred eight (180) days after the end of its fiscal year.

15. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:
- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 - B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - C. The Subrecipient will send to each labor union or representative or workers with which The Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Subrecipient's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Subrecipient will comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the Subrecipient's noncompliance with the

nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Subrecipient will include the provisions of paragraphs 'A' through 'G' in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provision, including sanctions for noncompliance; however, in the event the Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

H. In the event of noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

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

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

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

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

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

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

19. Conflict of Interest.

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

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Kelli A. VandenBerg, City Clerk

|

Fair Housing Center of West Michigan

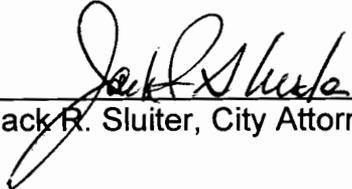
Dated: _____

By _____
Doretha Ardoin, President

Dated: _____

By _____
Nancy L. Haynes, Executive Director

Approved as to form:



Jack R. Sluiter, City Attorney

RESOLUTION NO. _____

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

WHEREAS:

1. The United States Department of Housing and Urban Development (HUD) regulations require the City of Wyoming to monitor its Community Development Block Grant (CDBG) program subrecipients.
2. Due to the monitoring agreement leveraging the expertise of City of Grand Rapids Community Development staff, working to eliminate redundancy of staffing between both the Cities of Wyoming and Grand Rapids, and limiting disruption to subrecipient program operations for multiple audits, it is deemed in the City's best interest to enter into an agreement with the City of Grand Rapids to perform such monitoring services on its behalf.
3. The City of Grand Rapids has agreed to perform such services for a not-to-exceed amount of \$700.00.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17517-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the City of Grand Rapids to perform monitoring services on behalf of the City of Wyoming for an amount not to exceed \$700.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: May 11, 2016

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

From: Rebecca Rynbrandt, Director of Community Services

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

Meeting Date: May 16, 2016

RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-City of Grand Rapids Subrecipient Monitoring Agreement in the amount of \$700.00.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

As required by the Housing and Urban Development (HUD) regulations, our agreement with The Heart of West Michigan United Way requires the City of Wyoming to establish a detailed monitoring process of their financial and programmatic performance as a subrecipient. Such a process is to include risk assessment, subrecipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination. In 2013, the City of Wyoming first entered into an agreement with the City of Grand Rapids to represent the City of Wyoming in performing the necessary monitoring of this subrecipient. The City of Grand Rapids' costs in performing this service is \$700.00 for FY 2016-2017.

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

BUDGET IMPACT:

Funds for monitoring services have been budgeted for in the 2016-2017 Community Development Block Grant Fund.

ATTACHMENTS:

Resolution
Agreement

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MONITORING SERVICES AGREEMENT

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, whose address is 1155 28th Street SW, Wyoming, Michigan 49509, and the **City of Grand Rapids** (hereinafter referred to as the "Contractor"), a Michigan municipal corporation, through its Community Development Department, whose address is 300 Monroe Avenue NW, Grand Rapids, Michigan 49503. This Agreement is effective July 1, 2016.

Recitals

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

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

Section 1: Monitoring Services

- A. Subject to the terms of this Agreement, the City hereby retains the services of the Contractor to perform monitoring of the City's FY 2016-2017 CDBG Program subrecipient agreement with The Heart of West Michigan United Way for the Coalition to End Homelessness. The monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for ensuring subrecipient agency compliance with all CDBG program requirements.

Section 2: Duties of the Contractor

- A. The Contractor will perform on-site monitoring of The Heart of West Michigan United Way for the Coalition to End Homelessness once during the term of the Agreement.

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

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

Section 3: Duties of the City

- A. The City shall provide the Contractor with all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, eligibility determination, awards, contracts, invoices, payments, quarterly and annual reports, draw records and communications. Such information shall be provided to the Contractor no later than April 1, 2017.
- B. The City will provide the Contractor with access to the City of Wyoming's Five-Year Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
- C. The City shall be responsible for enforcement of any corrective actions with regards to any findings or concerns identified by the Contractor relating to the subrecipient agency as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipient agency as a result of the Contractor's monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the Contractor's monitoring activity.
- F. The City will remain the entity responsible for compliance as it pertains to the eligibility of the activities and how the activities are carried out.
- G. The City shall provide any follow-up technical assistance as may be necessary to the subrecipient agency.

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

Section 4: Motor Vehicle

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

Section 5: Compensation

- A. The City shall pay the Contractor an amount not to exceed Seven Hundred (\$700.00) dollars which is inclusive of employee's hourly wage and benefits, cost allocation, and cost of motor vehicle use, for the monitoring services provided under this Agreement. The Contractor shall not be entitled to any additional payment of any kind in the provision of these services, except as provided for in this paragraph.
- B. The Contractor shall invoice the City for services rendered after completion of all monitoring services under this Agreement. Subsequently, the City shall reimburse the Contractor within thirty (30) days of submission of invoices.

Section 7: Contract

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

Section 8: Insurance and Indemnification

- A. The City and the Contractor shall at all times secure and maintain in force

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

The liability limits shall not be less than:

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

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

Section 9: Term

- A. The term of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2017. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

Section 10: Termination by Notice

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

Section 11: Effect of Termination

- A. Upon termination or expiration of this Agreement, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination or expiration. However, the City and the Contractor shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the monitoring services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

Section 12: Conflict of Interest

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

Section 13: Miscellaneous

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

- I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.
- J. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

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

Witness:

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Date: _____

By: _____
Kelli A. Vandenberg, City Clerk

Date: _____

Approved as to form



Jack Sluiter
Attorney, City of Wyoming

Witness:

CITY OF GRAND RAPIDS

By: _____

Connie M. Bohatch
Managing Director of Community
Services

Date: _____

Approved as to form

Department of Law
City of Grand Rapids

RESOLUTION NO. _____

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

WHEREAS:

1. The United States Department of Housing and Urban Development (HUD) regulations require the City of Wyoming to monitor its Community Development Block Grant (CDBG) program subrecipients.
2. Due to the monitoring agreement leveraging the expertise of Kent County Community Development staff, working to eliminate redundancy of staffing between both the City of Wyoming and the County of Kent, and limiting disruption to subrecipient program operations for multiple audits, it is deemed in the City's best interest to enter into an agreement with the County of Kent to perform such monitoring services on its behalf.
3. The County of Kent has agreed to perform such services for a not-to-exceed amount of \$3,500.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17517-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to enter into an agreement with the Count of Kent to perform monitoring services on behalf of the City of Wyoming for an amount not to exceed \$3,500.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Resolution No. _____

STAFF REPORT

Date: May 11, 2016

Subject: City of Wyoming-Kent County Subrecipient Monitoring Agreement

From: Rebecca Rynbrandt, Director of Community Services

Cc: Jack Sluiter, City Attorney
Linda Likely, Director of Community Development, County of Kent

Meeting Date: May 16, 2016

RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-County of Kent Subrecipient Monitoring Agreement in the amount of \$3,500.

SUSTAINABILITY CRITERIA:

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

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

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

DISCUSSION:

As required by the Housing and Urban Development (HUD) regulations, our agreements with Home Repair Services, Fair Housing Center of West Michigan, The Salvation Army Social Services and The Potter's House require the City of Wyoming to establish a detailed monitoring process of their financial and programmatic performance as subrecipients. Such a process is to include risk assessment, subrecipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination. In 2011, the City of Wyoming began entering into agreements with Kent County to represent the City of Wyoming in performing the necessary monitoring of our subrecipients. Kent County Community

Development staff has performed exceptionally well for us. The County's costs in performing these services are \$3,500 for FY 2016-2017.

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

BUDGET IMPACT:

Funds for monitoring services have been budgeted for in the 2016-2017 Community Development Block Grant Fund.

ATTACHMENTS:

Resolution
Agreement

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MONITORING SERVICES AGREEMENT

This Community Development Block Grant Program Monitoring Services Agreement (the "Agreement") is entered by and between the **City of Wyoming** (hereinafter referred to as the "City"), a Michigan home rule city, whose address is 1155 28th Street SW, Wyoming, Michigan 49509, and the **County of Kent** (hereinafter referred to as the "Contractor"), a Michigan municipal corporation, through its Community Development Department, whose address is 82 Ionia Avenue NW, Suite 390, Grand Rapids, Michigan 49503. This Agreement is effective July 1, 2016.

Recitals

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

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

Section 1: Monitoring Services

- A. Subject to the terms of this Agreement, the City hereby retains the services of the Contractor to perform monitoring of the City's FY 2016-2017 CDBG Program subrecipients: Home Repair Services, Fair Housing Center of West Michigan, The Salvation Army Social Services and The Potter's House. The monitoring services shall be consistent with U.S. Department of Housing and Urban Development's (HUD) mandated requirements.
- B. The City will continue to remain responsible for the overall administration of the CDBG program and for ensuring subrecipients' compliance with all CDBG program requirements.

Section 2: Duties of the Contractor

- A. The Contractor will perform on-site monitoring of the City's CDBG Program

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

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

Section 3: Duties of the City

- A. The City shall provide the Contractor with all information necessary to conduct and complete the monitoring services, including but not limited to, project proposals, eligibility determination, awards, contracts, invoices, payments, quarterly and annual reports, draw records and communications. Such information shall be provided to the Contractor no later than April 1, 2017.
- B. The City will provide the Contractor with access to the City of Wyoming's Five-Year Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
- C. The City shall be responsible for enforcement of any corrective actions with regards to any findings or concerns identified by the Contractor relating to subrecipient agencies as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipient agencies as a result of the Contractor's monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the Contractor's monitoring activity.
- F. The City will remain the entity responsible for compliance as it pertains to the eligibility of the activities and how the activities are carried out.

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

Section 4: Motor Vehicle

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

Section 5: Compensation

- A. The City shall pay the Contractor an amount not to exceed Three Thousand Five Hundred (\$3,500.00) dollars which is inclusive of employee's hourly wage and benefits, cost allocation, and cost of motor vehicle use, for the monitoring services provided under this Agreement. The Contractor shall not be entitled to any additional payment of any kind in the provision of these services, except as provided for in this paragraph.
- B. The Contractor shall invoice the City for services rendered after completion of all monitoring services under this Agreement. Subsequently, the City shall reimburse the Contractor within thirty (30) days of submission of invoices.

Section 7: Contract

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

Section 8: Insurance and Indemnification

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

The liability limits shall not be less than:

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

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

Section 9: Term

- A. The term of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2017. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

Section 10: Termination by Notice

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

Section 11: Effect of Termination

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

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

Section 12: Conflict of Interest

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

Section 13: Miscellaneous

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

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

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

CITY OF WYOMING

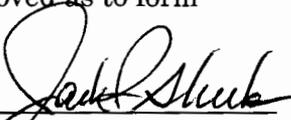
By: _____
Jack Poll, Mayor

Date: _____

By: _____
Kelli A. VandenBerg, City Clerk

Date: _____

Approved as to form



Jack Sluiter
Attorney, City of Wyoming

COUNTY OF KENT

By: _____
James Saalfeld, Chair
Board of Commissioners

Date: _____

Approved as to form

Sangeeta Ghosh
Assistant Corporate Counsel

Attest

Mary Hollinrake
Kent County Clerk

Date: _____

RESOLUTION NO. _____

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

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), supports the administration of various activities intended to alleviate and reduce the problems of homelessness and the need for affordable housing in the city of Wyoming.
2. The City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the problems of homelessness and the need for affordable housing.
3. The City desires to provide funding to The Salvation Army Social Services of Kent County to provide low-income families residing in the city of Wyoming, at risk of housing loss through a pending eviction, with short-term rental assistance.
4. In its 2016-2017 budget, the City of Wyoming has approved funding The Salvation Army Social Services of Kent County in an amount not to exceed \$16,000.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 11, 2016

Subject: The Salvation Army Social Services of Kent County 2016-2017 Contract

From: Kimberly Lucar, Administrative Aide

Cc: Rebecca Rynbrandt, Director of Community Services
Betty Zylstra, Executive Director - The Salvation Army Social Services

Meeting Date: May 16, 2016

RECOMMENDATION:

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

SUSTAINABILITY CRITERIA:

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

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

Economic Strength – The Salvation Army Social Services of Kent County shall use CDBG funds allocated by the City for the cost of providing approximately eight (8) low-income Wyoming families pending eviction with short-term rental assistance. These funds assist families who are at risk of becoming homeless.

DISCUSSION:

The federal government, recognizing the growing trend of homelessness and the need for affordable housing, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. The Wyoming City Council approved the CDBG Action Plan 2016-2017, which identifies these needs as a high priority, and approved \$16,000 in the 2016-2017 budget to support The Salvation Army Social Services of Kent County.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the City and The Salvation Army Social Services of Kent County for these purposes. Council has approved funding in the 2016-2017 CDBG budget, not to exceed \$16,000, for this purpose.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE SALVATION ARMY SOCIAL SERVICES OF KENT COUNTY
JULY 1, 2016 THROUGH JUNE 30, 2017**

THIS CONTRACT, entered into this ____ day of _____, 2016, effective from July 1, 2016 through June 30, 2017 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Salvation Army Social Services of Kent County**, a Not-for-Profit Corporation, located at 1215 E. Fulton Street, Grand Rapids Michigan, 49503 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

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

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

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

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

1. Project Objective.

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

2. Scope of Services.

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

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing approximately eight (8) low-income Wyoming families pending eviction with short-term rental assistance. A maximum of TWO THOUSAND AND NO/DOLLARS (\$2,000.00)

per household may be provided for short-term rental assistance for not more than three (3) months, with the total amount expended not to exceed SIXTEEN THOUSAND AND NO/DOLLARS (\$16,000.00).

- b. The Subrecipient shall determine eligible households to be at or below 40% of the Area Median Income and be at-risk of homelessness. These households will be identified by Housing Assessment Program (HAP) intake staff and referred to a housing resource specialist on staff. The housing resource specialist must verify eligibility for the program based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities, determine the appropriate level of assistance for the household, and ensure the housing unit meets lawful property maintenance standards, including current rental certification by the City of Wyoming.
- c. The Subrecipient will invoice and collect from the City a maximum total of SIXTEEN THOUSAND and NO/100 DOLLARS (\$16,000.00) to be used to reimburse the Subrecipient the cost of providing short-term rental assistance to low-income Wyoming families pending eviction.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance.

3. Time of Performance.

- a. On July 1, 2016, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2017, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient the amount of SIXTEEN THOUSAND and NO/100 DOLLARS (\$16,000.00) in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2017, which shall be limited to 31 days (July 31, 2017).
 - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.

4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2017 by July 31, 2017 shall result in loss of funding for said expenses.

b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of SIXTEEN THOUSAND and NO/100 DOLLARS (\$16,000).

5. Financial Transparency.

The parties hereby agree that transparency and full disclosure relating to the sources and uses of public funds are important objectives and goals to be accomplished by way of this agreement. The Subrecipient shall disclose it has received funding by the City of Wyoming Community Development Block Grant Fund in support of its short-term rental assistance program¹⁶. Such disclosure shall be posted on the Subrecipient's website during the terms of this agreement. The Subrecipient agrees that it will maintain an operational internet website accessible to the general public.

6. Continued Funding.

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

7. Finance Procedures.

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

a. Any unearned payments under this Contract may be suspended by the City upon the Subrecipient's refusal to accept and comply with any additional conditions or requirements of the City.

b. Any unearned payments under this Contract may be suspended or reduced if the funding sources for this Contract are reduced or suspended or terminated for any reason.

8. Donations and Fees.

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

9. Contract Modifications.

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

10. The Subrecipient's Failure of Performance.

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

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

11. Reports and Information.

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

Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2017.

- e. Annual Performance Report. This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Salvation Army Social Services of Kent County

Subrecipient’s Unique Entity Identifier – DUNS 12562-4804

City Federal Award Identification Number – B16MC260020

City Federal Award Date – July 1, 2016

Subaward Period of Performance Start & End Date – July 1, 2016-June 30, 2017

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$16,000.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$16,000.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$16,000.00

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

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

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

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

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

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

12. Eligible Costs of the Subrecipient.

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

13. Records and Documentation.

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

14. Audits and Inspections.

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

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

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

15. Certifications.

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

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

16. Conflict of Interest.

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

17. Assignment and Transfer of Interest; Subcontracting.

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

18. Lobbying and Political Activities.

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

19. Save Harmless Clause.

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

20. Debarred or Ineligible Contractors.

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

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

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

Subrecipients shall confirm and document rental housing as registered certified for occupancy by the City of Wyoming. Property compliance can be confirmed by visiting <http://www.wyomingmi.gov/Building/building.asp> (Permit and Complaint Lookup).

21. Federal Uniform Administrative Requirements.

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

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

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

Subpart J of 24CFR570.504, “Program Income.”

Subpart J of 24CFR570.502, “Applicability of Uniform Administrative Requirements.”

22. Insurance.

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

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

Minimum Limits:

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

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

- b. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

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

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

Statutory Limits - \$500,000 per occurrence

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

Minimum Limits:

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

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

23. Civil Rights.

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

24. Compliance with the Law.

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

25. Severability of Provisions.

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

26. Waiver.

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

27. Disclosure of Confidential Material.

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

28. City Department or Office.

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

29. Termination at City's Election.

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

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

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____ Date
Jack A. Poll, Mayor

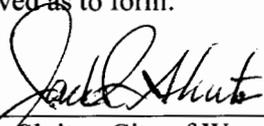
By: _____ Date
Kelli A. VandenBerg, City Clerk

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

By: _____ Date
Betty Zylstra, Executive Director
The Salvation Army of Kent County

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

Approved as to form:



Jack R. Sluiter, City of Wyoming

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF WYOMING AND THE POTTER'S HOUSE

WHEREAS:

1. The City, as a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the goal of increasing access to education for low and moderate-income persons, including persons from diverse cultures and persons for whom English is a second language.
2. The City desires to provide funding to The Potter's House to support its Literacy Program to benefit low and moderate-income, at-risk children, for the purpose of providing a suitable living environment.
3. In its 2016-2017 budget, the City of Wyoming has approved funding The Potter's House in an amount not to exceed \$16,718.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion carried: Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: May 11, 2016

Subject: The Potter's House 2016-2017 Contract

From: Kimberly Lucar, Administrative Aide

Cc: Rebecca Rynbrandt, Director of Community Services
John Booy, Superintendent, The Potter's House

Meeting Date: May 16, 2016

RECOMMENDATION:

It is recommended the City of Wyoming enter into an agreement with The Potter's House related to Community Development Block Grant (CDBG) funding to support its Literacy Program to benefit low and moderate-income, at-risk children, for the purpose of providing a suitable living environment.

SUSTAINABILITY CRITERIA:

Environmental Quality – The Potter's House has made available a Literacy Program for their students to strengthen their literacy skills. Many of their students are low and moderate-income, at-risk children, for which English is a second language. The City desires to provide funding to The Potter's House for the purpose of supporting this Literacy Program.

Social Equity – The City has identified as a high priority in the 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the goal of increasing access to education for low and moderate-income persons, including persons from diverse cultures and persons for whom English is a second language. Providing funding for this Literacy Program helps to address this priority.

Economic Strength – The Potter's House shall use CDBG funds allocated by the City for the cost of providing not less than five (5) low and moderate-income, at-risk children with the benefit of participating in a Literacy Program.

DISCUSSION:

The Wyoming City Council approved the CDBG Action Plan 2016-2017, which identifies this need as a high priority, and approved \$16,718 in the 2016-2017 budget to support The Potter's House.

BUDGET IMPACT:

Per HUD regulation, a subrecipient agreement is required between the City and The Potter's House for this purpose. The City Council has approved funding in the 2016-2017 CDBG budget, not to exceed \$16,718, for this purpose.

ATTACHMENTS:

Resolution
Agreement

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE POTTER'S HOUSE
JULY 1, 2016 THROUGH JUNE 30, 2017**

THIS CONTRACT, entered into this ____ day of _____, 2016, effective from July 1, 2016 through June 30, 2017 and by and between the **City of Wyoming** (hereinafter called the "City"), located at 1155 – 28th Street, SW, Wyoming, MI 49509, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, and **The Potter's House**, a Not-for-Profit Corporation, located at 810 Van Raalte Drive SW, Grand Rapids Michigan, 49509 (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, the City has identified as a high priority in its 2016-2020 Kent County, Cities of Grand Rapids and Wyoming Regional Consolidated Plan the goal of increasing access to education for low and moderate-income persons, including persons from diverse cultures and persons for whom English is a second language; and

WHEREAS, the City desires to provide funding to the Subrecipient to support its Literacy Program to benefit low and moderate-income, at-risk children, for the purpose of providing a suitable living environment.

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

1. Project Objective.

The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to provide low and moderate-income, at-risk children the benefit of participating in a Literacy Program, administered by the Subrecipient, for the purpose of providing a suitable living environmental.

2. Scope of Services.

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

- a. The Subrecipient shall use CDBG funds allocated by the City for the cost of providing not less than five (5) low and moderate-income, at-risk children with the benefit of participating in a Literacy Program, administered by the Subrecipient. The total amount expended must not to exceed SIXTEEN THOUSAND SEVEN HUNDRED EIGHTEEN AND NO/DOLLARS (\$16,718.00).
- b. The Subrecipient shall determine eligible students to be at or below 80% of the Area Median Income. Verification of eligibility for the program is based upon 24 CFR, Part 570.208(a)(2) Criteria for National Objectives - Limited Clientele Activities.

- c. The Subrecipient will invoice and collect from the City a maximum total of SIXTEEN THOUSAND SEVEN HUNDRED EIGHTEEN and NO/100 DOLLARS (\$16,718.00) to be used to reimburse the Subrecipient the cost of providing low and moderate-income, at risk children the benefit of participating in a Literacy Program.
- d. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made in providing this assistance. A formula for payment shall be mutually agreed upon by the City and Subrecipient which shall allow for reimbursement of direct expenses in providing its Literacy Program for the unduplicated children. An example of a formula is:

Calculate actual direct cost of providing the Literacy Program per hour per child for the period. City of Wyoming billing shall then be:

Number of hours eligible child participated in program (as documented on attendance records) times the direct cost calculated per hour.

3. Time of Performance.

- a. On July 1, 2016, the Subrecipient shall commence performance of the services and activities required under this Contract.
- b. The Subrecipient shall continue to perform such services and activities until the expiration of this Contract on June 30, 2017, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for the Subrecipient's satisfactory performance under this Contract, the City hereby agrees to pay the Subrecipient up to the amount of SIXTEEN THOUSAND SEVEN HUNDRED EIGHTEEN and NO/100 DOLLARS (\$16,718.00) in accordance with the following schedule:
 - 1) The Subrecipient agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Subrecipient, but not less than quarterly.
 - 2) Reimbursement invoices, with all necessary supporting documentation, shall be submitted to the City of Wyoming within 30 days of the period end with the exception of the period end of June 30, 2017, which shall be limited to 31 days (July 31, 2017).
 - 3) If no expenses are incurred by the Subrecipient for the period, written documentation of such is to be provided to the City of Wyoming within 30 days of the period end.
 - 4) Failure to submit a final invoice for any and all unreimbursed expenses incurred through June 30, 2017 by July 31, 2017 shall result in loss of funding for said expenses.

- b. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to the Subrecipient pursuant to this Contract, exceed the maximum sum of SIXTEEN THOUSAND SEVEN HUNDRED EIGHTEEN and NO/100 DOLLARS (\$16,718.00).

5. Financial Transparency.

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

6. Continued Funding.

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

7. Finance Procedures.

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

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

8. Donations and Fees.

Donations and fees which are received by the Subrecipient in connection with provision of services under this Contract shall be included in its financial reports in a balance sheet and operating statement presentation showing disposition of such donations and fees. For the purposes of receiving Community Development Block Grant funds, it is affirmed that tuition payments for children to enroll in The Potter's House should not be considered program income towards the provision of the Literacy Program.

9. Contract Modifications.

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

10. The Subrecipient's Failure of Performance.

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

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

11. Reports and Information.

- a. Financial Records and Reports. The Subrecipient agrees to make and maintain adequate financial records in a form satisfactory to the City. Such financial records and reports shall reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Financial records and reports of the Subrecipient shall conform to the regulations found at 2 CFR Part 200 entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance.”
- b. Administrative Practices and Policies. The Subrecipient shall follow and conform to the administrative practices and policies established for its operation by the Subrecipient. The Subrecipient hereby assures the City that said administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).
- c. Equal Opportunity Employment. The Subrecipient shall implement and adhere to all pertinent Equal Opportunity Compliance Procedures, as adopted by the City and all other applicable Federal, State, civil rights and equal opportunity laws and regulations.
- d. Community Development Program Reports. The Subrecipient shall maintain case files on each student served which include name, address, income eligibility, sex, race, and handicap status. The Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 31, 2017.

- e. Annual Performance Report. This report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of the contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.
- f. Catalog of Federal Domestic Assistance (CFDA). The City, as a pass-through entity for Federal awards, is providing the following CFDA information to the CDBG Subrecipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:

Subrecipient Name – The Potter’s House

Subrecipient’s Unique Entity Identifier – DUNS 15947-5003

City Federal Award Identification Number – B16MC260020

City Federal Award Date – July 1, 2016

Subaward Period of Performance Start & End Date – July 1, 2016-June 30, 2017

Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient – \$16,718.00

Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation - \$16,718.00

Total Amount of Federal Award Committed to the Subrecipient by the Pass-Through Entity – \$16,718.00

Federal Award Project Description – The Potter’s House Literacy Program: Low/moderate-income at-risk children have the benefit of participating in a Literacy Program, administered by The Potter’s House, for the purpose of providing a suitable living environment.

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

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

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

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

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

12. Eligible Costs of the Subrecipient.

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

13. Records and Documentation.

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

14. Audits and Inspections.

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

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

15. Certifications.

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

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

16. Conflict of Interest.

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

17. Assignment and Transfer of Interest; Subcontracting.

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

18. Lobbying and Political Activities.

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity

or to further the election or defeat of any candidate for any public office, or for propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature or the City.

19. Save Harmless Clause.

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

20. Federal Uniform Administrative Requirements.

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

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

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

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

Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

21. Insurance.

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

- a. Commercial General Liability – Liability to include coverage for premises/operations, products/completed operations, independent contractors, personal injury and contractual

liability. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

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

- b. Business Auto Liability – Liability to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage the City may have in place.

Minimum Limits:

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

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

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

Statutory Limits - \$500,000 per occurrence

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

Minimum Limits:

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

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

22. Civil Rights.

- a. The Subrecipient agrees that it will not discriminate as to provision of services pursuant to this Contract or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, marital status, height, weight, age, or disability unrelated to an individual's ability to perform the duties of a particular job or position.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to an individual's ability to perform the duties of a particular job or position.

- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the labor union or workers' representative of the Subrecipient's commitments under this nondiscrimination clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment under this Contract.
- d. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

23. Compliance with the Law.

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

24. Severability of Provisions.

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

25. Waiver.

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

26. Disclosure of Confidential Material.

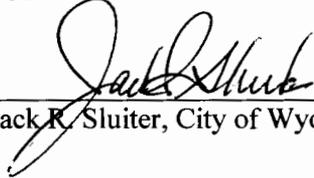
All reports, data, information, forecasts, records and so forth assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records, subject to certain exemptions from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

THE POTTER'S HOUSE,
a not-for-profit corporation

By: _____ Date _____
John Booy, Superintendent
The Potter's House

By: _____ Date _____
Paul DeBoer, Board Chair
The Potter's House

Approved as to form:



Jack R. Sluiter, City of Wyoming

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a Regular meeting of the Wyoming City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by Mayor Poll on May 16, 2016 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

Gilnerys Eduardo (d/b/a Los Comales) for a new Class C licensed business to be located at 2907 South Division Avenue SW, Wyoming 49548, Kent County

be considered for APPROVAL “above all others”
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

RECOMMENDED for issuance
(Recommended or not Recommended)

State of Michigan)

County of Kent)

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

adopted by the Wyoming City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on May 16, 2016
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

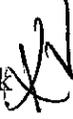
Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

MEMORANDUM
City of Wyoming, Michigan

TO: Mayor and City Councilmembers

cc: Curtis Holt, City Manager
Heidi Isakson, Deputy City Manager
Jack Sluiter, City Attorney

FROM: Kelli A. VandenBerg, City Clerk 

DATE: May 11, 2016

RE: Application for Class C Liquor License
Los Comales, 2907 South Division Avenue SW

Gilnerys Eduardo (d/b/a Los Comales) has applied for a new Class C liquor license for a new business to be located at 2907 South Division Avenue SW. A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and have indicated approval.

I have prepared a resolution to approve the application in the required Liquor Control Commission format for Council consideration.

**CITY OF WYOMING, MICHIGAN
APPLICATION FOR LIQUOR LICENSE**

APPLICANT: <u>Gilneys Edwards</u> <small>(Same name on application to the Liquor Control Commission.)</small>		<input checked="" type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION
BUSINESS LOCATION ADDRESS: <u>2901 S. Division</u> <u>Wyoming 49548</u>		BUSINESS MAILING ADDRESS: <u>2901 S. Division</u> <u>Wyoming 49548</u>
PHONE: _____	EMAIL: _____	
ALTERNATE PHONE: _____	FAX: _____	
LICENSE REQUESTED: <input type="checkbox"/> TAVERN <input checked="" type="checkbox"/> CLASS C <input type="checkbox"/> CLASS B HOTEL	D/B/A/ (name used to advertise/market) <u>Los Comales</u>	
WILL THE PROPOSED BUSINESS OCCUPY A(N): <input checked="" type="checkbox"/> EXISTING BUILDING <input type="checkbox"/> NEW BUILDING	DO YOU: <input type="checkbox"/> OWN BUILDING <input checked="" type="checkbox"/> LEASE BUILDING BUILDING OWNER: _____	
ARE FURNITURE & FIXTURES: <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED	FURNITURE & FIXTURE OWNER: _____	
NAME OF PERSON RESPONSIBLE FOR DAILY OPERATION OF BUSINESS: <u>Gilneys Edwards</u>		
NAME OF BANK FOR BUSINESS ACCOUNT: <u>Calke Michigan</u>		
FIRM, ACCOUNTANT OR PERSON RESPONSIBLE FOR FINANCIAL RECORDS: NAME: <u>West Michigan Financial</u> ADDRESS: <u>PO Box 888170 Grand Rapids MI 49588</u>		
NAME OF PERSON COMPLETING APPLICATION: <u>Gilneys Edwards</u>	TITLE OF PERSON COMPLETING APPLICATION: <u>Owner</u>	
SIGNATURE: <u>[Signature]</u>	DATE: <u>3/2/16</u>	

ATTACH:

1. A SCALED ENGINEER'S OR ARCHITECT'S DRAWING WHICH SHOWS THE TOTAL SQUARE FOOTAGE, DINING SQUARE FOOTAGE, KITCHEN SQUARE FOOTAGE, TOTAL TABLE SEATING, AND TOTAL COUNTER SEATING.
2. A PERSONAL INFORMATION SHEET FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER.
3. APPLICATION FEE OF \$300 PAYABLE TO THE CITY OF WYOMING.

PERSONAL INFORMATION SHEET — COPY AND COMPLETE THIS PAGE FOR EACH OWNER, PARTNER, CORPORATE OFFICER OR MANAGER

NAME: <i>Gilmarys Edwards</i>	TITLE: <i>Owner</i>
RESIDENT ADDRESS: <i>5715 W Grove Dr. Kentwood MI 49512</i>	PHONE:
SOCIAL SECURITY NUMBER:	DATE OF BIRTH: <i>1989</i>
RESIDENT OF THE STATE OF MICHIGAN? <input checked="" type="checkbox"/> YES <i>26</i> YEARS <input type="checkbox"/> NO	
Describe similar business ventures or related experience: <i>worked in a supermarket since I was young with my parents</i>	
Do you, a member of your family or your corporation hold a license for the sale of alcoholic beverages at the present time: <input checked="" type="checkbox"/> Yes - List type and location of each <i>super Markets -> National supermarket 1 1610 Clyde Park Ave. 49509 National Supermarket 2 Grand Rapids MI 49504 National Supermarket 3 1000 10th St. S.E. 49504</i>	
Have you, a member of your family or your corporation previously held a license for the sale of alcoholic beverages in the State of Michigan? <input checked="" type="checkbox"/> Yes - List type and location of each <i>SDM</i>	
Have you ever been convicted of any criminal act? <input type="checkbox"/> Yes - describe state, county and date of conviction <input checked="" type="checkbox"/> No	

I hereby authorize City officials to investigate any or all information supplied, related to, or implied by this application. I further authorize City officials to secure additional information necessary to complete this application. I understand that this information will be considered by the Wyoming City Council in review of this application, and that the information contained herein may be subject to public disclosure under the Freedom of Information Act.

Signature of owner, partner, corporate officer or manager: *X [Signature]*

State of Michigan
Kent County

Subscribed and sworn to before me on this 3rd day of March, 2016.

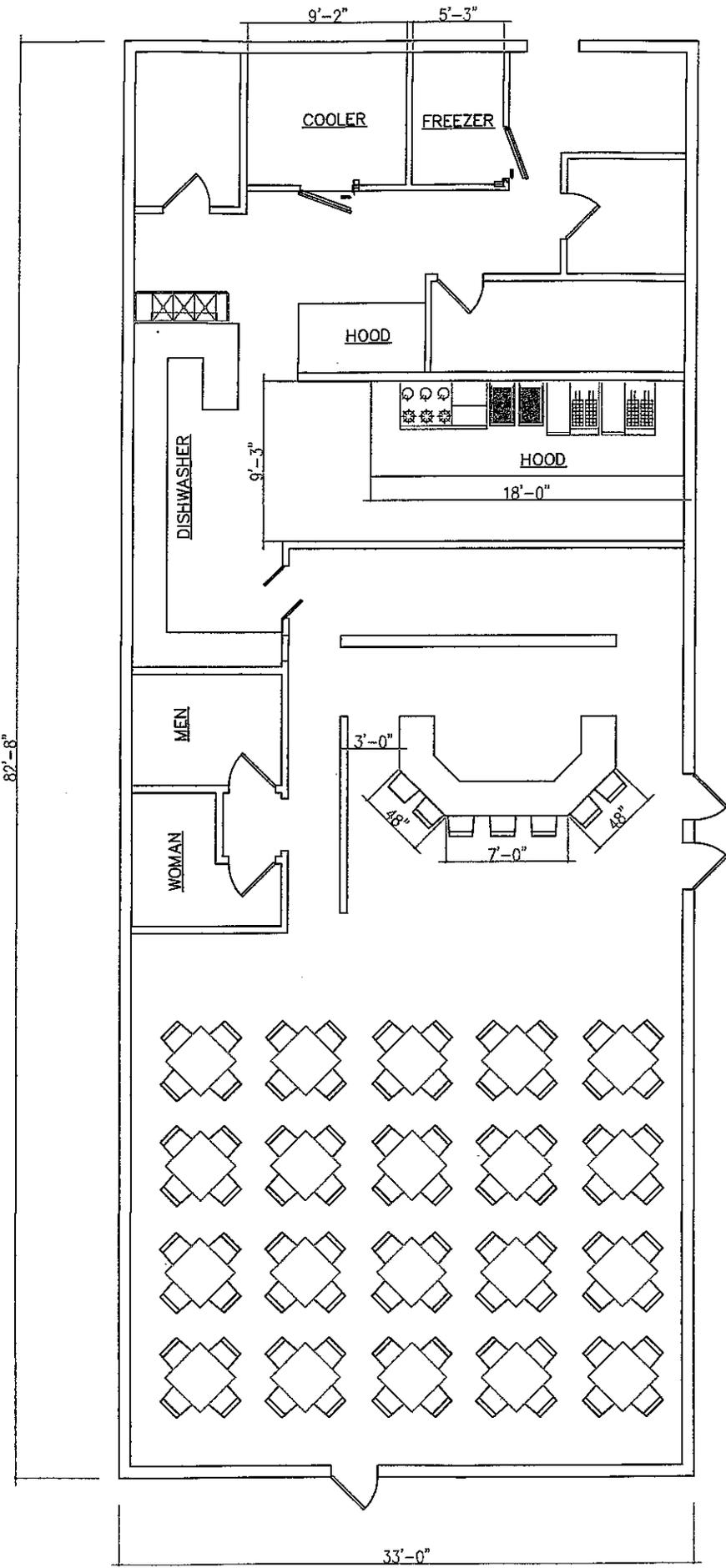
X [Signature]

Signature of Notary
JoAnne Timm

Printed Name

My commission expires: 04.22.2019

JOANNE TIMM
Notary Public, State of Michigan
County of Barry
My Commission Expires 04-22-2019
Acting in the County of Kent



LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Gilnerys Eduardo</i>	PROPOSED LICENSE LOCATION: <i>2907 S Division Ave</i>
LICENSE TYPE: <i>Class C</i>	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- approval
 denial

of the license application by the City Council.

Comments: _____

(Explain recommendation for denial)

Heidi A. Graham Date: *5/3/16*
Development Review Team

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Gilnerys Eduardo</i>	PROPOSED LICENSE LOCATION: <i>2907 S. Division Ave</i>
LICENSE TYPE: <i>Class C</i>	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS IS NOT in compliance with Section 14-177 through 14-179 of the City Code.

Jeff Keppel Date: *5/2/16*
Jeff Keppel, Building Official

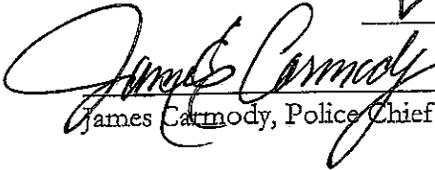
LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Gilnerys Eduardo</i>	PROPOSED LICENSE LOCATION: <i>2907 S. Division Ave</i>
LICENSE TYPE: <i>Class C</i>	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No


James Carmody, Police Chief

Date: *4-29-14*

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): <i>Gilnerys Eduardo</i>	PROPOSED LICENSE LOCATION: <i>2907 S Division Ave</i>
LICENSE TYPE: <i>Class C</i>	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

2901 Division Ave is not an existing address in Tax, Assessing and Utility Billing, therefore there are no bills associated with this address. original application was for 2907 S Division, address is in

Andrea Boot
Andrea Boot, Treasurer

Date: *5/9/16* *good standing*

5/16/16
TC

RESOLUTION NO. _____

RESOLUTION TO ASSERT THE RIGHT TO CONSIDER THE BIKEWAYS PLAN
AMENDMENT TO THE CITY OF WYOMING LAND USE PLAN 2020

WHEREAS:

1. The Bikeways Plan is an important community planning tool to assist City officials with decisions related to the development of a viable non-motorized network with regional connectivity. The implementation of the Plan will provide increased mobility to certain populations, will improve air quality, supports transit, reduces congestion, provides cost savings to residents, enhances economic development, improves public health and provides quality of life benefits.
2. The City of Wyoming Thoroughfare Plan 2035 was incorporated into the Wyoming Land Use Plan 2020 in 2012. That Plan acknowledged the need for further consideration of the thoroughfare network to incorporate the needs of non-motorized users.
3. Federal and state funding for all transportation projects require consideration of non-motorized needs as an essential component.
4. The procedure for adopting the Bikeways Plan as an amendment to the City of Wyoming Land Use Plan 2020 is established by the Michigan Planning Enabling Public Act No 33 of 2008. Although the Land Use Plan 2020 is primarily a Planning Commission document, the Act provides for the City Council, through resolution, to assert the right to also adopt the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming City Council does hereby assert the right to consider whether to adopt the Bikeways Plan as an amendment to the City of Wyoming Land Use Plan 2020.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

MAYOR
Jack A. Poll
AT-LARGE COUNCILMEMBER
Sam Bolt
AT-LARGE COUNCILMEMBER
Kent Vanderwood
AT-LARGE COUNCILMEMBER
Dan Burrill
1ST WARD COUNCILMEMBER
William A. VerHulst
2ND WARD COUNCILMEMBER
Richard K. Pastoor
3RD WARD COUNCILMEMBER
Joanne M. Voorhees
CITY MANAGER
Curtis L. Holt

May 10, 2016

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Assertion by the City Council to consider the Bikeways
Plan amendment to the City of Wyoming Land Use Plan
2020.

Recommendation: To approve the attached resolution.

Dear Ms. Vandenberg:

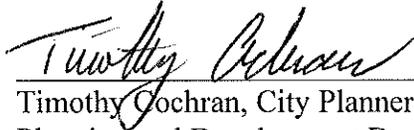
In March 2012 the Land Use Plan 2020 was amended to incorporate the 2035 Thoroughfare Plan. That Plan recommended expanding the comprehensiveness, and inclusiveness, of the use of the City thoroughfares by initiating a planning process to identify the corridors that would best serve the non-motorized needs of the community. Subsequently, the Engineering Department contracted with Progressive AE to evaluate the City. This evaluation considered roadway capacities, traffic volumes and speeds, adjoining community non-motorized connectivity and regional network plans. Mechanisms at the City, Regional, State and Federal levels are in place to fund viable bikeway projects. The incorporation of the Bikeways Plan into the Land Use Plan 2020 provides a long range vision, commitment to the community, and establishes credibility to those funding sources. The 2015 on-street bike lane improvements to Porter Street and Division Avenue, and the currently under construction bike path linkage across Division Avenue, are examples of implementation of the Bikeways Plan.

In accordance with State Law, the draft Bikeways Plan was reviewed by the Planning Commission on February 16, 2016 and referred to the City Council with a recommendation for distribution. Subsequently, on March 7, 2016, the City Council authorized the distribution of the Bikeways Plan to adjoining communities, utilities and area transportation and planning agencies. No modifications to the Bikeways Plan were proposed by any of those contacted.

The Wyoming Land Use Plan 2020 is primarily a Planning Commission document. The Bikeways Plan is scheduled for their consideration and potential approval on May 17, 2016. State Law also provides for the City Council to adopt the Plan, and any subsequent amendments, by asserting this right through resolution. Previously, the City Council chose to approve the Land Use Plan 2020 in 2006, and the 2035 Thoroughfare Plan and 28th Street Sub Area Plan

amendments in 2012. On May 9, 2016 the City Council identified their desire to also consider the proposed Bikeways Plan amendment. The attached resolution is provided for their consideration.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Timothy Cochran", is written over a horizontal line.

Timothy Cochran, City Planner
Planning and Development Department

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



Wyoming Bikeways Plan Update

City of Wyoming

November 2015

progressive|ae

Progressive AE
1811 4 Mile Rd NE
Grand Rapids, MI 49525

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Street Conversion Analysis	8
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Introduction/Project Process

In communities across Michigan and the nation, there is a growing need and responsibility to provide options that give people the opportunity to walk or bicycle to more places and to feel safe while doing so. The benefits of non-motorized transportation, whether for utilitarian or recreational purposes, can be defined in terms of improved environmental and personal health, reduced traffic congestion, and enhanced quality of life.



To that end the City of Wyoming wished to review the current bikeway system and develop an updated version of the city's bikeways plan map to recognize the additions to the system over the past few years and the ever-changing demands and expectations of the biking community, both within the city and in neighboring communities. The primary focus of this technical summary is to help confirm past targets for bikeways system improvements and identify new opportunities to provide connections to key points of interest and generally expand the bikeways system to meet long term non-motorized goals.

Purpose of the Update Plan

The plan is intended to help guide bikeways facility planning, design, and construction for the City of Wyoming. The plan is also intended to serve as a foundation for future grant applications and funding requests. While the focus of this plan is on infrastructure improvements, education and enforcement should also be considered as important elements of a comprehensive approach to bikeways and non-motorized transportation planning.

Plan Summary Content

This technical plan summary includes the following elements:

- A review of current and past documents and initiatives related to bikeways transportation planning;
- An analysis of the existing system's condition;
- The identification of current and future connectivity needs;
- The description of design guidelines for on-road and off-road bikeways facilities;
- The identification of corridors and routes that present bikeways opportunities, including street conversions from four to three lanes; and
- Recommendations for facility improvements and treatment.

Project Process

At the outset of the update process the bikeways consultant met with city staff to collect and review the existing bikeways system data, review the project schedule, and begin to identify issues and opportunities as they related to the potential system connections and additions or revisions. During this initial period other information was collected and reviewed including Wyoming corridor traffic data, bikeways and recreational plans for adjacent communities, and the latest bikeways and complete streets information to provide a foundation for this plan update effort.

Utilizing the existing base information, a complete bikeways system reconnaissance was completed within the city that provided a comprehensive review and verification of existing system conditions. Existing non-motorized transportation facilities and currently planned connections were checked to update their current applicability. After subsequent analysis and review a draft updated bikeways system map illustrating the various existing and recommended new bikeways system improvements were created.

As part of the system improvement analysis and recommendations, the bikeway consultant analyzed several corridor sections for their potential viability for four-to-three lane conversion. The results of that task identified several streets that would make good candidates for such a conversion, thereby providing space for bike lanes.

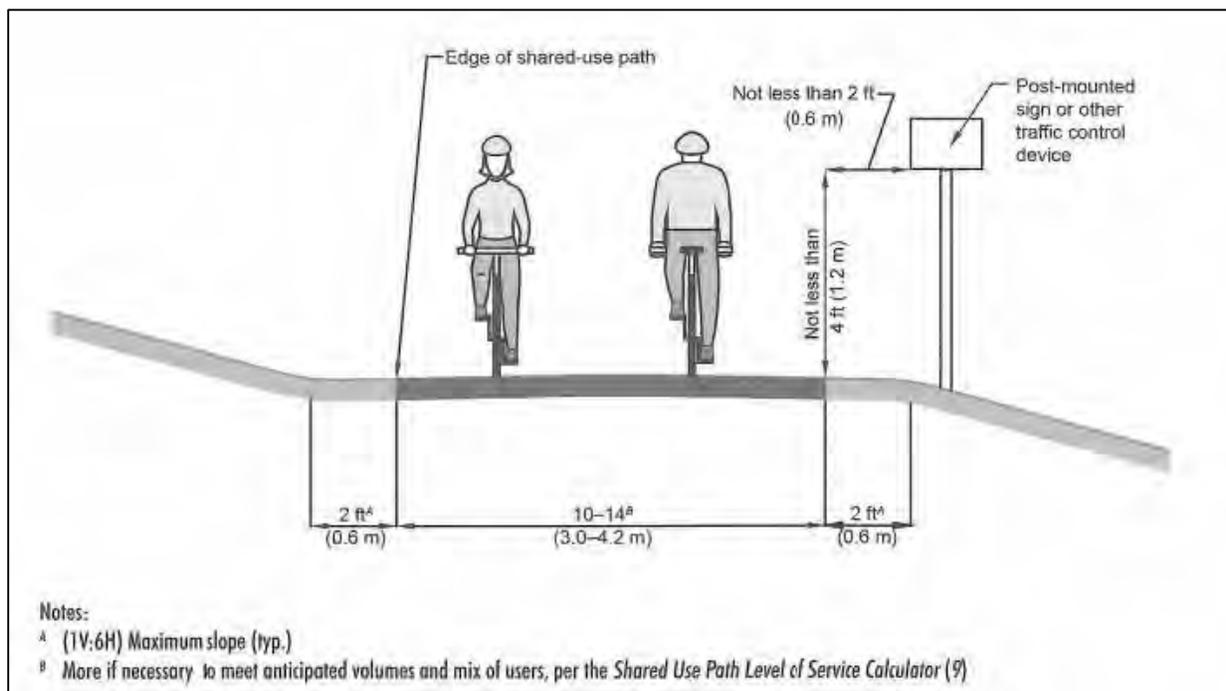
A draft of the bikeways system map was submitted to city staff for review and comment. After a meeting to discuss revisions, a final version of the plan was then developed that reflected the comments and concerns.

The following sections summarize the findings and recommendations drawn through this process.

Facility Types and Definitions

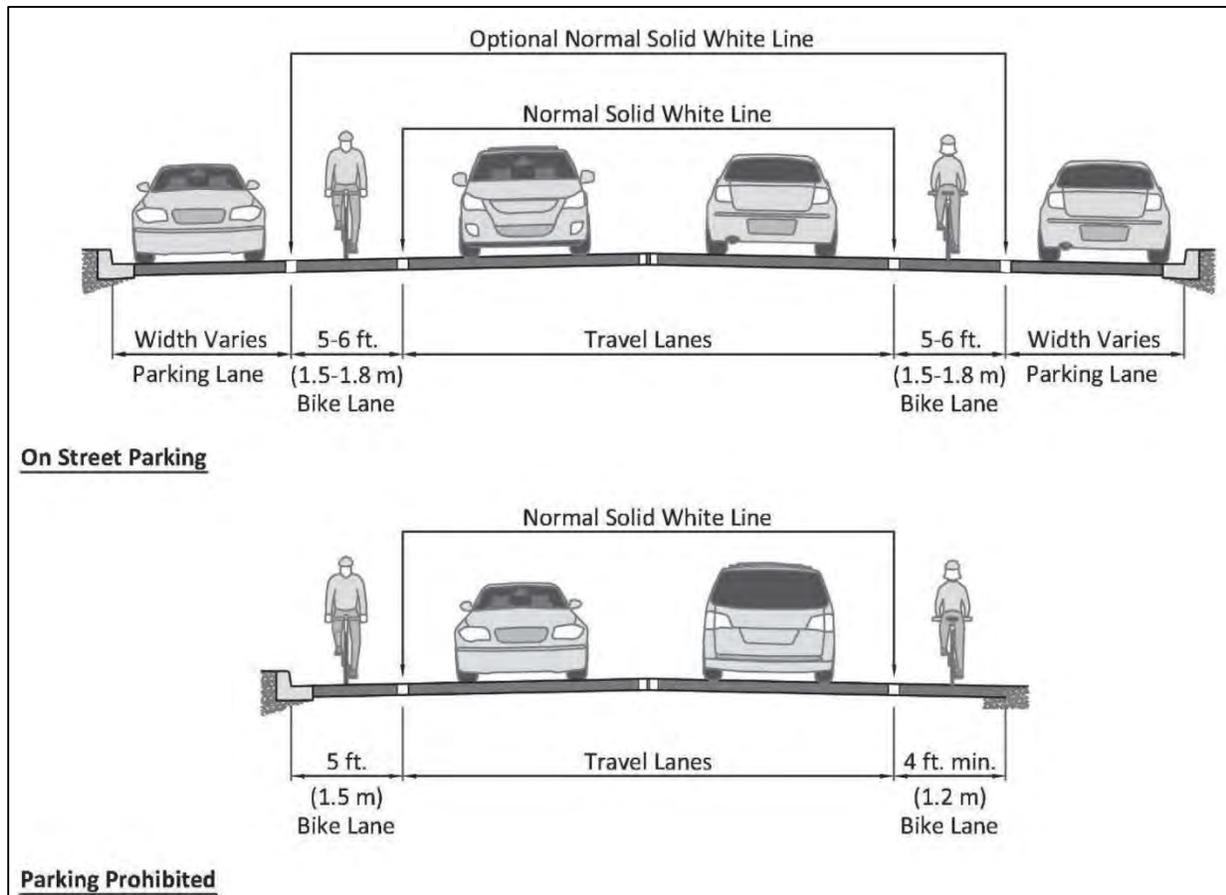
As a refresher on common terms used throughout this report, this section provides a brief summary of a couple of the bike facility types used or planned for in Wyoming. Bikeways facilities pertinent to the Wyoming Bikeways Plan are shared-use paths, paved shoulders and bicycle lanes, and off-street trails. For purposes of this study, the following AASHTO (American Association of State Highway and Transportation Officials) definitions or guidelines were utilized.

Shared-use Path: A bikeway physically separated from motor vehicle traffic by an open space or barrier and either within the highway right-of-way or within an independent right-of-way/easement. Shared-use paths may also be used by pedestrians, skaters, wheelchair users, joggers, and other non-motorized users. Most shared-use paths are designed for two-way travel.



(Source: Guide for the Development of Bicycle Facilities, 2012 Fourth Edition)

Bicycle Lane: A portion of roadway that has been designated for preferential or exclusive use by bicyclists by pavement marking and, if used, signs. It is intended for one-way travel, usually in the same direction as the adjacent traffic lane, unless designed as a contra-flow lane.



(Source: www.fhwa.dot.gov)

The types of cross-sections and bikeways facilities illustrated above are currently in use within the city and/or are planned. These may provide guidance in future development of regional and local shared-use paths, paved shoulders, and bike lanes.

Existing Bikeways Facilities

The City of Wyoming currently has a fairly extensive set of bikeway facilities that provide acceptable connectivity between many of the parks and other key locations within the city and to bikeways in adjacent communities. Substantial on-site reconnaissance of the existing system was completed, along with discussions with staff and past documents review, to confirm the location, type, and design of existing bikeways within the city. These generally fell into three categories; existing on-street facilities or routes, existing shared-use paths or “sidepaths”, and existing off-street trails.

There is a variety of each of these bikeways types within the city limits, with most of them deemed in one way or another as shared-use with the exception of on-street facilities. Existing, largely off-street, trails can be of a regional nature such as the Kent Trails path or more local facilities such as the trail currently providing a link between Byron Center Avenue and 52nd Street through the various parks/preserves. The most extensive of the existing facility types in Wyoming are the numerous shared-use paths that are located adjacent and parallel to city streets, particularly in the southern half of the city.



Though they may have met accepted standards for shared-use paths when they were constructed, many of these now fall short of currently accepted AASHTO standards. Only the shared-use paths along the east side of Clyde Park Avenue and the east side of a portion of Metro Way meet current standards and do not need to be upgraded in the future. There are other existing shared-use paths along Lee Street, Prairie Parkway, 52nd Street, Gezon Parkway, 56th Street, Ivanrest Avenue, Canal Avenue, and Kenowa Avenue that are deficient and are in need of upgrading.



There are only two existing on-street facilities that are sufficient per AASHTO standards—the first is on Porter Street, between Burlingame Avenue and Byron Center Avenue, which was completed in 2014. The second is on Division Avenue between 54th Street and 60th Street. Other on-street facilities will need to be upgraded, as they are critical for providing continued connectivity within Wyoming. Existing on-street facilities in need of upgrading are along portions of Lee Street; a network of streets between Prairie Parkway and 32nd Street; portions of Hillcroft, Buchanan and Coolidge; and a network of streets between 44th Street and Kelloggsville Park in the southeast part of the city.

There are some existing off-street trails within the city that meet current AASHTO standards and are worth noting. Within existing parks, there are trails in Pinery Park, Battjes Park, Hillcroft Park, Ideal Park, Charles Lemery Park, and Linus Palmer Park. Palmer Park is a Kent County Park. In addition, Kent Trails runs north-south through the west side of Wyoming, from Prairie Street on the north to the city limits on the south and the Fred Meijer M-6 Trail runs on both sides of Byron Center Avenue between Metro Way and M-6. There are other existing off-street trails within the city, however they are in need of upgrading; these include north-south segments in the southeast area of the city, between 36th Street and 44th Street and Kelloggsville Park and 60th Street.

All of these existing facility types may be seen on the Bikeways Map located later in this report.

Connectivity Analysis

A connectivity analysis was performed to define where additional bike path or bike lane links are needed. In particular, the analysis considered existing key points within the City of Wyoming as well as connections to adjacent community and regional systems. The purpose of this was to determine where connectivity gaps exist between significant destinations within the city, as well as gaps in connections to existing or proposed bikeway facilities in adjacent communities. For the most part, many of the existing east-west bikeway connections currently provide connectivity within the city. The issue with most of these east-west bikeway facilities is that they are in need of upgrading.

Some of the biggest gaps in the existing system appear to be from north to south, as well as in the east part of the city. Cleveland/DeHoop/Michael, Burlingame Avenue, and Byron Center Avenue appear to have the greatest potential for improving north-south connectivity by linking Pinery, Battjes and Lamar Parks in the north part of the city to Linus Palmer Park and the M-6 Fred Meijer Trail in the south city. By default, the linkage along Cleveland/DeHoop/Michael would also connect to any future redevelopment in the 28 West subarea in the middle of Wyoming. 28 West is a long-term vision for 28th Street to become a sustainable, economically vibrant, walkable town center.



Connectivity gaps also occur in the eastern part of the city with minimal trail or path connections east of US-131. Potential opportunities east of US-131 include an abandoned railroad right-of-way, a portion of the Plaster Creek corridor, Roger B. Chaffee Memorial Boulevard, Buchanan Avenue, and 32nd Street.



On Wyoming's perimeter there are several planned bikeway facilities in Grand Rapids, Grandville, Georgetown Township, and Byron Township that provide opportunities for improved connectivity. To the west these are along Porter Street and 56th Street. To the northeast they are at Plaster Creek, Buchanan Avenue, Madison Avenue, Burton Street, and Hall Street.

More specific identification of bikeway facilities to be upgraded or new bikeway facilities to improve connectivity are addressed later in this report.

Street Conversion Analysis

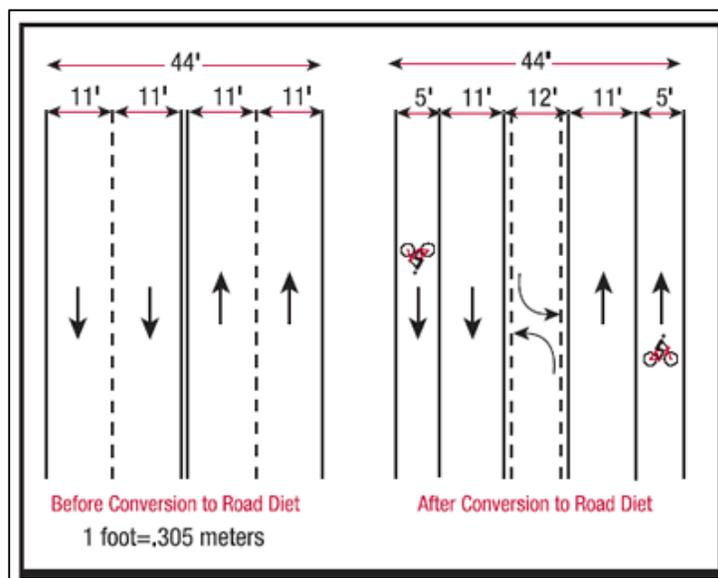
Complete Streets and Conversions/Lane Reductions

The underlying rationale for exploring the viability of converting applicable streets or street sections to three lanes are the City of Wyoming’s desire to:

- Pursue current complete streets ideals by making viable streets more functional for all users;
- Provide additional bike lanes and thereby bikeway linkages between key public and private destinations within the city;
- Provide those additional bike lanes relatively inexpensively without the need for widening/reconstruction of the street and utilities; and
- Provide a safer environment for pedestrians by offering cyclists an alternative to using the sidewalk, and a safer environment for cyclists by providing a designated pair of one-way lanes.

At the core of the potential street cross section conversion and ability to meet the above goals is the complete streets vision. To quote from a Federal Highway Administration (FHWA) publication Public Roads:

“... developing a transportation system primarily for motorized vehicular traffic has failed to meet the travel needs and preferences of large segments of the country’s population. Among the many factors influencing the planning, design, and operation of today’s streets are concerns about accommodating the needs of an aging population, improving public health and fitness, reducing dependence upon foreign oil, minimizing transportation costs, creating and maintaining vibrant neighborhoods, reducing the fossil fuel emissions that contribute to climate change, and adopting greener and more sustainable lifestyles. Ensuring that roads provide safe mobility for all travelers, not just motor vehicles, is at the heart of a new approach to envisioning and building surface transportation facilities known as “complete streets.””



Street cross section conversions, or “road diets,” are often seen as a key element of improving a street or corridor segment to help meet complete streets tenets if certain basic traffic volume characteristics are met. And they are also seen as a cost efficient way to provide additional bike facilities by making better use of a street’s current cross section. Such conversions are most often from four to three lanes, but have included five-to-three lane conversions if the street segment characteristics fit an appropriate profile.

Conversions/road diets/lane reductions can also offer numerous benefits to both drivers and pedestrians. On a four-lane street speeds can vary between lanes and drivers must slow or change lanes due to slower vehicles (e.g., vehicles stopped in the left lane waiting to make a left turn). In contrast, on streets with two through lanes plus a center turn-lane, drivers' speeds are limited by the speed of the lead vehicle in the through lanes, and through vehicles are separated from left-turning vehicles. Therefore, road diets may reduce vehicle speeds and vehicle interactions, and have been shown to reduce the number and severity of vehicle-to-vehicle crashes. Road diets can also help pedestrians by creating fewer lanes of traffic to cross and by reducing vehicle speeds. Independent before/after crash analysis studies have indicated that conversions typically result in crash reductions in the 20% range.

Conversion Candidate Street Identification

Traffic volumes are the key factor in determining whether one or more of the segments of a street in Wyoming would be a viable candidate for a conversion to three lanes. Federal and state guidelines, latter adopted in 2009, outline support for conversions to three lanes if the long term AADT (average annual daily traffic) projections are within/under a certain level of traffic per day. The desired maximum threshold is 15,000 vehicles per day, although a higher volume may be accepted if supported by additional applicable engineering analyses.

It is one thing to suggest that a street under current conditions would make a good candidate for a conversion, but any such decision should also take into account projected longer term traffic volumes. Given those base parameters, an analysis of existing and projected, 2035, traffic volumes was completed for



numerous streets and/or street segments within Wyoming that could provide an attractive addition to the bikeways system. The 2035 volumes used for this analysis were derived from the city's 2010 Thoroughfare Plan. Initially the candidates included the following major streets/segments that currently have four-lane cross sections:

- Burlingame Avenue
- 32nd Street, east of Division
- Buchanan Avenue
- Michael/DeHoop/Cleveland

Although all the streets, or portions thereof, initially appear to meet the “under 15,000” vehicle threshold, concerns regarding the potential for higher level of traffic and consistency of cross section came into play in regards to the first two of those streets, Burlingame Avenue and 32nd Street. The current daily volumes and 2035 projected daily volumes for the sections of the remaining two streets/corridors are as follows:

<u>Street/corridor</u>	<u>Boundaries</u>	<u>Current Daily Traffic</u>	<u>Projected 2035 Daily Traffic</u>
Buchanan Avenue	Wadsworth to 28th St	6,100 – 8,000	8,400 – 13,200
Michael/DeHoop/Cleveland	36th to Burton*	6,100 – 11,200	6,500 – 12,900

* Not including section from 28th Street to Prairie Pkwy.

When compared to the maximum desired threshold (maximum) per guidelines of 15,000 vehicles, it appears that all three of these streets or street sections in question would easily meet, or be under, that key parameter even in the long term. Further, it should be noted that the 2035 projections from the 2010 Thoroughfare Plan now appear to be very conservative, high, when compared to actual growth over the past few years and more recent statewide projections indicate, so the volumes shown in the last column are likely higher than what will actually occur.



The conversions of these streets to provide bike lanes, particularly the Michael-to-Cleveland conversion, will help provide key bikeway linkages between several destinations within town. When combined with additional bike route designations along Milan and other streets to the south, the Michael/DeHoop/Cleveland bike lanes alone will provide a direct north-south connection between Pinery Park, City Hall, 28th Street commercial, the Wyoming Public Library, Oriole Park, and Palmer Park for city residents.

Upgraded and Proposed Bikeway Facilities

Even with the past sound efforts to develop bikeways within the city there is a growing expectation from residents and outside sources to provide a more extensive system of non-motorized alternatives. Such a system will not only provide connectivity between existing parks, green spaces and commercial destinations within the City of Wyoming, but provide connectivity to the adjacent communities of Grand Rapids, Grandville, Kentwood, Byron Township and Georgetown Township. The following paragraphs describe existing bikeway facilities to be upgraded, as well as proposed facilities.

There are several existing on-street facilities identified to be upgraded. These will be critical for providing continued connectivity within Wyoming. These existing on-street facilities to be upgraded are along two portions of Lee Street; a network of streets between Prairie Parkway and 32nd Street; portions of Hillcroft, Buchanan, and Coolidge; and a network of streets between 44th Street and Kellogsville Park in the southeast part of the city.



Numerous proposed on-street facilities are part of the future plan, as well. Most of these are proposed in the north half of the city. Most notable are proposed on-street facilities along Porter Street, Cleveland/DeHoop/Michael, Roger B. Chaffee Memorial Boulevard, Buchanan Avenue, 32nd Street, and along Lee, Godfrey, and several smaller streets in the north part of the city. In addition, on-street facilities are proposed on Clay Avenue from 36th Street to its south terminus.



In several locations there are shared-use paths that already exist, however, they do not meet current AASHTO standards. As a result, existing shared-use paths along Lee Street, Prairie Parkway, 52nd Street, Gezon Parkway, 56th Street, Ivanrest Avenue, Canal Avenue, and Kenowa Avenue are all identified as existing shared-use paths to be upgraded. New



shared-use paths are proposed on Byron Center Avenue, between Porter Street and Prairie Parkway; on Burlingame, between Lee Street and 64th Street; on Wilson, between the Grandville city limits and 64th Street; on Clyde Park, between 44th Street and 60th Street; on 36th Street, between Clay Avenue and Buchanan Avenue; and on Buchanan Avenue, between the Grand Rapids city limit south to 28th Street.

There are key segments of existing off-street trails to be upgraded. Notable among these are north-south segments in the southeast city, between 36th and 44th Streets and Kelloggsville Park and 60th Street. Proposed off-street trails will also provide key linkages south of Battjes Park in the north part of the city; utilizing abandoned railroad alignment from southeast of the 36th Street/Eastern Avenue intersection to and along the Plaster Creek; short trail segments within Gezon Park and George Tilma Nature Preserve; connecting Kent Trails to Charles Lemery Park; and short segments in the south city.

The upgraded and proposed bikeway facilities discussed above may be seen on the following Bikeways Map.

Legend

- EXTERNAL SYSTEM CONNECTION POINT

ON - STREET FACILITY ROUTES

- EXISTING ON-STREET FACILITY/ROUTE
- EXISTING ON-STREET FACILITY/ROUTE TO BE UPGRADED
- - - PROPOSED ON-STREET FACILITY (LANE, SHARROWS, ETC)

SHARED USE/SIDE PATHS

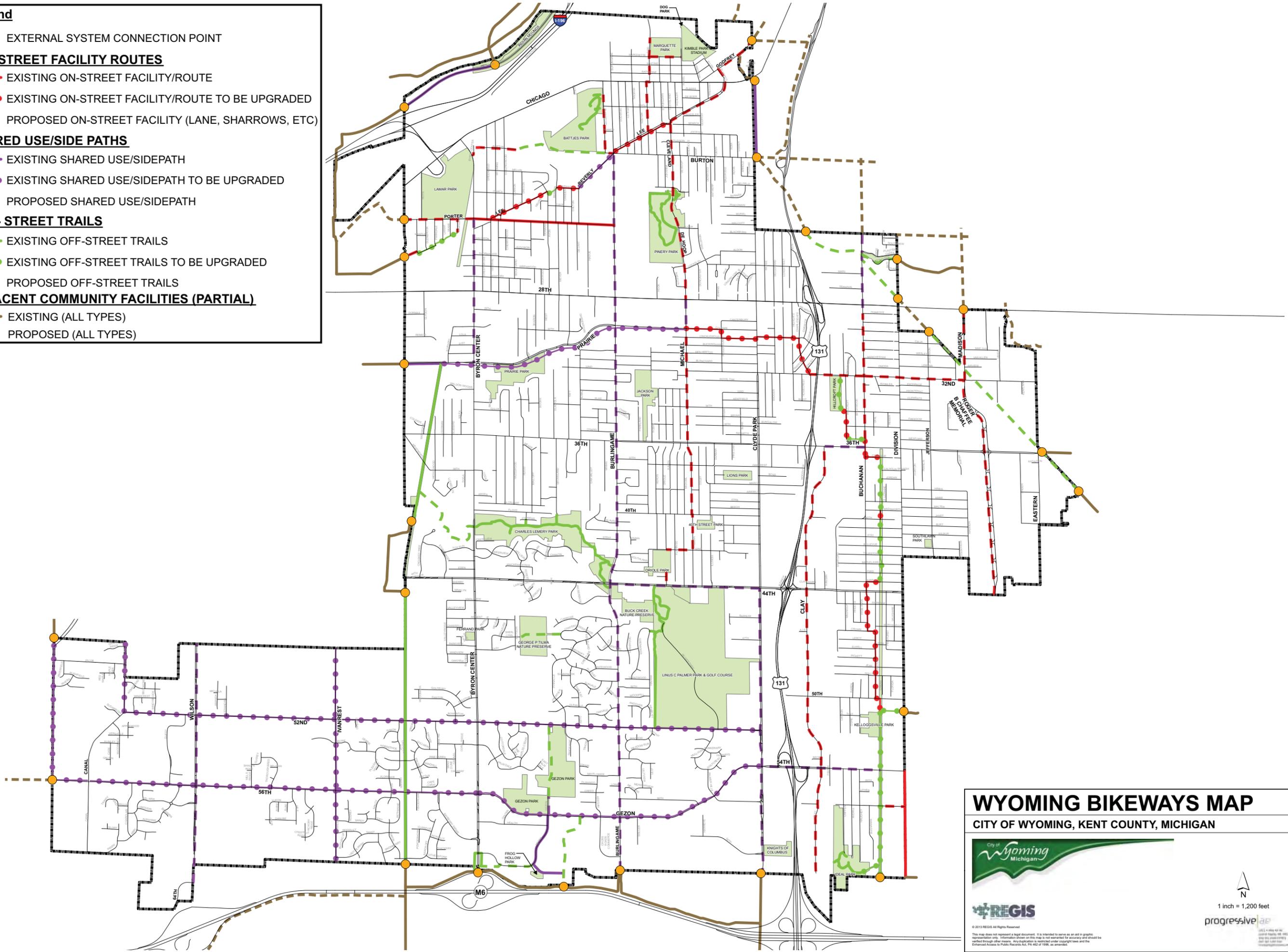
- EXISTING SHARED USE/SIDEPATH
- EXISTING SHARED USE/SIDEPATH TO BE UPGRADED
- - - PROPOSED SHARED USE/SIDEPATH

OFF - STREET TRAILS

- EXISTING OFF-STREET TRAILS
- EXISTING OFF-STREET TRAILS TO BE UPGRADED
- - - PROPOSED OFF-STREET TRAILS

ADJACENT COMMUNITY FACILITIES (PARTIAL)

- EXISTING (ALL TYPES)
- - - PROPOSED (ALL TYPES)



WYOMING BIKEWAYS MAP
CITY OF WYOMING, KENT COUNTY, MICHIGAN

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This map does not represent a legal document. It is intended to serve as an aid in graphic representation only. Information shown on this map is not warranted for accuracy and should be verified through other means. Any duplication is restricted under copyright laws and the Enhanced Access to Public Records Act, PA 402 of 1996, as amended.

1 inch = 1,200 feet

progressive

Funding Sources

There are numerous funding sources that can be used to develop bikeway facilities in the City of Wyoming. These include a combination of local, state, and federal funds. On the local level, municipalities have general funds or may have special recreation millages. Communities such as Ada Township and the City of Grand Rapids have successfully passed special recreation millages. To complement this, the following state and federal programs also offer the potential for funding of projects.

Transportation Alternatives

A frequently used federal program for non-motorized facility funding is the Transportation Alternates program. All government entities that receive fuel tax revenues are eligible for these funds. In July 2012, Congress passed a new transportation bill titled *Moving Ahead for Progress in the 21st Century* (MAP-21). Previously separate programs, such as Safe Routes to School, were combined to form a new program called *Transportation Alternatives*.

Safe Routes to School activities are eligible for funding under Transportation Alternatives. This can include construction of new bike lanes, paths, and sidewalks as a safe means of getting students to and from local schools. Safe Routes educational and promotional campaigns in elementary and middle schools can also be funded through this program.

Michigan Natural Resources Trust Fund

The Michigan Natural Resources Trust Fund (MNRTF) provides grants to local units of the government and the state for acquisition and development of lands and facilities for outdoor recreation or the protection of Michigan's significant natural resources. Trails are currently priority projects for MNRTF, however, only for off-road trails or trails separated from a community's road network. The MNRTF is administered by the Michigan Department of Natural Resources (MDNR) and requires applicant communities to have a 5-year recreation plan on file with the MDNR identifying projects they wish to receive funding for and justified as being a high priority within their community. The community must provide a minimum 25% match of the total project cost.

Recreation Passport Grant Program

MDNR also administers the Recreation Passport Grant Program. Eligible entities for this program include local units of government including cities, villages, townships, and counties, or any combination thereof in which an authority is legally established to provide public recreation, or the Huron-Clinton Metropolitan Authority or regional recreation authorities formed under the Recreational Authorities Act, 2000 PA 321, or trailway commissions formed under Part 721, Michigan Trailways Act, 1994 PA 451, as amended. As with MNRTF, the community must provide a minimum 25% match of the total project cost.

Land and Water Conservation Fund

Administered through MDNR, eligibility for the Land and Water Conservation Fund includes any local unit of government, including Native American tribes, school districts, or any combination of units in which authority is legally constituted to provide recreation. Local units of government, school districts, and local authorities must have a DNR-approved community recreation plan to be eligible. The community must provide a minimum 50% match of the total project cost.

Recreational Trails Program Grants

Overseen by MDNR, the objective of this program is to fund the maintenance and development of recreational trails and trail related facilities. To be eligible for this program, it must be a state project or state/local government partnership projects. A division within the MDNR must always be the applicant. Funding comes from the Federal Department of Transportation-Highway Administration, a portion of the federal gas tax.

Congestion Mitigation and Air Quality Improvement Program

Congestion Mitigation and Air Quality Improvement (CMAQ) program is jointly administered by FHWA and the Federal Transit Administration (FTA). Funding is available for both "nonattainment areas" that do not meet federal air quality standards as well as "maintenance areas," former nonattainment areas that are now in compliance with air quality standards. CMAQ provides more than \$2 billion a year to state Departments of Transportation, metropolitan planning organizations (MPOs), and transit agencies for projects that improve air quality. This includes improvements to pedestrian and non-recreational bicycle transportation infrastructure that contribute to a reduction in travel by single-occupant vehicles. Relatively few non-motorized projects are funded by CMAQ, however.

Community Development Block Grants

Community Development Block Grants (CDBG) are provided annually on a formula basis to local governments and states for a wide range of community planning initiatives, CDBG funds are intended for activities that benefit low and moderate income persons, prevent or eliminate slums or blight, and address urgent community development needs. In the past, CDBG funds have occasionally been used for trail construction.

Alternative Funding Sources

Beyond local, state, and federal funding, there are conceivably other resources available to assist with the planning and development of non-motorized facilities. Local, statewide, and national foundations or other non-profit organizations may provide funding specifically for non-motorized related activities. Each foundation and non-profit organization has particular requirements and procedures that must be followed to acquire their funding or services.

Conclusion

There are numerous opportunities for the City of Wyoming to create a more meaningful network of bikeway facilities. These will create greater connectivity both within the City of Wyoming, and with the adjacent communities of Grand Rapids, Grandville, Kentwood, Georgetown Township, and Byron Township. These opportunities range from upgrading existing facilities to currently accepted ASHHTO standards to the creation of new facilities. This applies to all of the identified facilities of on-street routes, shared-use/side paths and off-street trails. The goal of this study has been to provide the framework plan to guide the development of this network. The next step is for the City of Wyoming to determine which facilities have the highest priority and will deliver the best return on investment. It would appear that the proposed on-street facility for Cleveland/DeHoop/Michael would be the most impactful linkage. This would provide connectivity to several parks, as well as the 28 West redevelopment in the middle of the city. There are available funding sources, depending on the bikeway facility to be upgraded or developed. The city will also need to determine which sources are best to pursue, as well as the source for any matching funds that may be needed. The table is set to take bikeway facilities in the City of Wyoming to the next level of development, providing more alternative modes of transportation modes within the City.



RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ACCEPTANCE OF A
PROPOSAL FROM VREDEVELD HAEFNER, LLC FOR
INTERNAL AUDITING REVIEWS AND RELATED SERVICES

WHEREAS:

1. On November 17, 2014 City Council authorized acceptance of a proposal from Vredeveld Haefner, LLC for internal auditing reviews and related services.
2. Vredeveld Haefner, LLC has provided the City with the attached proposal to continue their service in the estimated amount of \$48,000 annually.
3. It is recommended the City Council accept the proposal received from Vredeveld Haefner, LLC.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Vredeveld Haefner, LLC for internal auditing review and related services.
2. The City Council does hereby authorize the City Manager to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Proposal
Agreement

Resolution No. _____



Vredeveld Haefner LLC
CPA's and Consultants
4001 Granada Ct.
Grand Rapids, MI 49534
FAX (616) 828-0307

Douglas J. Vredeveld, CPA
(616) 446-7474
Peter S. Haefner, CPA
(616) 460-9388

January 21, 2016

City of Wyoming
Curtis Holt, Manager
1155 28th Street SW
PO Box 905
Wyoming, MI 49509

Dear Curtis:

Thank you for the opportunity to work with your Finance Department and other City staff. Over the past year we have provided assistance with the accounting, financial reporting, budgeting and policy development activities.

This letter is to confirm our understanding of the terms, objectives and limitations of the services we will provide during your next fiscal year.

We will perform the following services:

- Provide weekly assistance with accounting, budgeting, financial reporting and policy development activities (4 hours per week estimated).
- Assist with annual audit preparation (80 hours estimated).
- Assistance with internal control and workflow reviews (80 hours estimated).

You agree to; assume all management responsibilities for the services we provide; oversee the services we provide by a designated individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

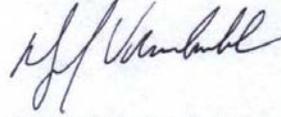
Peter Haefner is the partner responsible for performing a substantial portion of the services identified above. Our staff will assistance Peter as necessary to maximize the efficiency and effectiveness of the services provided.

Our fees for these services will be billed at the rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) as detailed in our proposal dated September 11, 2014. Our initial estimate of fees is \$48,000. We will provide your staff with weekly updates of project progress and related costs, if significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our project will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Specializing in services to governmental and nonprofit entities

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our consulting project. If you have any questions, please let us know. If you agree with the terms of the project as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,
Vredeveld Haefner LLC



Douglas J. Vredeveld, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Wyoming.

By: _____

Title: _____

Date: _____

AGREEMENT

This agreement made this ____ day of _____, 2016, between the City of Wyoming, a Municipal Corporation of 1155 – 28th Street SW, Wyoming, Michigan 49509 and Vredeveld Haefner LLC, CPA’s and Consultants of 4001 Granada Ct., Grand Rapids, Michigan 49534, the terms of which are as follows:

1. The City of Wyoming (“City”) will employ Vredeveld Haefner, LLC (“Vredeveld”) to provide professional services for internal auditing reviews and related services to the City.
2. The services to be provided by Vredeveld will be as stated in the proposal dated January 21, 2016.
3. This agreement shall be for a period of one year from the date hereof unless extended by mutual agreement of the parties.
4. Vredeveld shall receive compensation upon billing as provided in the proposal in an amount not to exceed \$48,000 unless further amounts are authorized by City.
5. At no time shall an employee of Vredeveld be considered an employee of the City of Wyoming.
6. Vredeveld shall defend, indemnify and hold harmless the City, its officers, agents and employees from any claim, cause of action, judgement or liability arising out of the negligence of Vredeveld during the term of this agreement or as a result of any action taken during the term of this agreement.
7. The agreement may be modified at any time by written agreement of the parties.

WITNESS:

CITY OF WYOMING

Curtis Holt, Its City Manager

Kelli A. VandenBerg, Its City Clerk

WITNESS:

VREDEVELD HAEFNER LLC

By

Approved:

Jack R. Sluiter
Wyoming City Attorney

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE DONATION
OF A TANKER FIRE SIMULATOR TO THE
CITY OF BATTLE CREEK FIRE DEPARTMENT

WHEREAS:

1. As detailed in the attached documents the City purchased a tanker fire simulator using the combination of grant money from FEMA, MMRMA and City funds in 2004.
2. As shown on the attached Asset Disposal Form, the Director of Police and Fire Safety has approved the donation of the tanker fire simulator to the City of Battle Creek Fire Department.
3. It is recommended the City Council concur with the donation.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the donation of a tanker fire simulator to the City of Battle Creek Fire Department.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

ATTACHMENTS:

Asset Disposal Form
FEMA Letter
FEMA Email
Memorandum

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING
ASSET DISPOSAL FORM

Please complete and return to the Finance Department

EQUIPMENT DETAILS:

Asset Number 3781
Description Tanker FIRE Simulator
Capital Amount \$169,395.⁰⁰
Acquisition Date 04/23/2005

METHOD OF DISPOSAL

- Sold - Complete Section 1
- Traded - Complete Section 2
- Damaged, Stolen or Missing
- Scrapped
- Donated to BATTLE CREEK FIRE DEPARTMENT

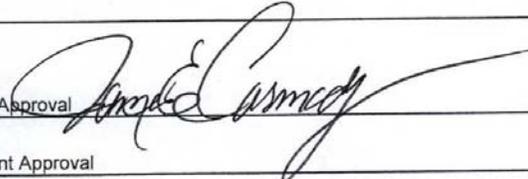
Section 1 - SOLD

~~Sale Price \$~~ DONATED
Sale Date _____
Sold To BATTLE CREEK FIRE DEPARTMENT

Section 2 - TRADED

Traded Price \$ _____
Traded Date _____
Traded To _____

APPROVAL:

Department Head Approval  Date: 4-27-16
Finance Department Approval _____ Date: _____



Federal Emergency Management Agency
Washington, D.C. 20472

Mr. Robert Austin
Wyoming Fire Department
1250 36th Street SW
Wyoming, Michigan 49509-3416

Re: Grant No.EMW-2003-FG-15756

Dear Mr. Austin:

Congratulations. Your grant application submitted to the Emergency Preparedness & Response Directorate (EP&R/FEMA of DHS) for the FY03 Assistance to Firefighters Grant Program in the program area of Fire Operations and Firefighter Safety has been approved. The approved project costs amount to \$191,000.00. The Federal share is 70 percent or \$133,700.00 of the approved amount and your share of the costs is 30 percent or \$57,300.00.

As part of your award package, you will find EP&R's grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and EP&R's grant Agreement Articles when you request and receive any of the Federal grant funds awarded to you.**

For your convenience, we will have an on-line system that will accept payment requests. The first step to request your grant funds is to ensure that EP&R has your correct direct deposit information on-line. Please log onto <https://portal.fema.gov/>, using your userid and password and confirm the direct deposit information. Once you have confirmed your direct deposit information, print a copy of it by clicking the *Print SF 1199A* button on the screen. Sign the form and take it to your bank to complete the bottom portion. Please write your grant number on the top of your SF 1199A before mailing it to EP&R. Once your bank has completed and signed the form, mail it by priority mail, with the original signatures, to the address below:

Emergency Preparedness and Response Directorate (EP&R)
Financial & Acquisition Management Division
Grants Management Branch
Attn: Assistance to Firefighters Grant Program
500 C Street, SW, Room 334
Washington, D.C. -20472

If you currently have Assistance to Firefighters Grant with EP&R and your direct deposit information has not changed, you do not need to resubmit that information. If your direct deposit information has changed, please follow the detailed instructions in the preceding paragraph.

The second step will be to request your grant funds. Grant funds should be requested to meet your immediate needs and should therefore be requested as close as possible to the time that you will actually spend the funds. If you have any questions or concerns regarding the process to request your grant funds, please contact your Grants Management Specialist, Arlyce Powell at 202-646-3973.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arlyce Powell".

Agreement Articles



Federal Emergency Management Agency
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

GRANTEE: Wyoming Fire Department

PROGRAM: Fire Operations and Firefighter Safety

AGREEMENT NUMBER: EMW-2003-FG-15756

AMENDMENT NUMBER:

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Article I - Project Description

The grantee shall perform the work described in the approved grant application's program narrative. That narrative is made a part of these grant agreement articles by reference. The purpose of the Assistance to Firefighters Grant Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project, as detailed in submitted project narrative and budget information, submitted as part of the grantee's application (and considered part of this agreement by reference), was consistent with the program's purpose and worthy of award. As such, any deviation from the approved program narrative must have prior written approval from FEMA. Please contact your Grants Management Specialist if you are seeking a deviation from the approved program narrative.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance (grant period) shall be from 17-FEB-04 to 16-FEB-05.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. The grantee is not authorized to incur new obligations after the expiration date unless the grantee has requested, and FEMA has approved, a new expiration date. The grantee has 90 days after period of performance to incur costs associated with closeout or to pay for obligations incurred during period of performance. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds to other agencies or departments without prior written approval from FEMA.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document(76-10A) for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$191,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$191,000.00

Article V - Requests for Advances or Reimbursements

Grant payments under the Assistance to Firefighter Grant Program are made on an advance or reimbursable basis for immediate cash needs. When the grantee needs grant funds, the grantee fills out the on-line Request for Advance or Reimbursement, after completing the SF 1199A, Direct Deposit Form, on-line.

Payments under this grant program are made via direct deposit, therefore before a payment is made, grantees must confirm their on-line Direct Deposit information, print a copy, sign it and mail (with an original signature) the hardcopy to FEMA by priority mail to at the following address:

Department of Homeland Security
 Emergency Preparedness and Response Directorate (FEMA)
 Grants Management Branch
 500 C Street, SW, Room 350
 Washington, DC 20472

Attn: Assistance to Firefighters Grant Program

Article VI - Budget Changes

Generally, changes in the budget-line items are permitted, as long as the original program narrative is accomplished. The only exception to this provision is for grants where the Federal share is in excess of \$100,000.00. In grants where the Federal share exceeds \$100,000.00, the budgeted line items can be

changed, but if the cumulative changes exceed ten (10) percent of the total budget, FEMA must approve those changes. Please submit a request for an amendment through the on-line system by clicking the Grants Management option and selecting the option for amendment requests.

Article VII - Financial Reporting

The Request for Advance or Reimbursement mentioned above will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. This report is due within 90 days after the end of the performance period.

Article VIII - Performance Reports

The grantee must submit a semi-annual and a final performance report to FEMA. The final performance report should provide a short narrative on what the grantee accomplished with the grant funds and any benefits derived there from. The semi-annual report is due six months after the award date. Please log into the firegrants system when your department is eligible to submit a semi-annual performance report.

Article IX - FEMA Officials

Program Officer: Brian A. Cowan, Chief of the Grants Program Office, is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Richard Goodman, Chief of the Grants Management Branch, or Sylvia A. Carroll, Grants Management Specialist, is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Specialist: Arlyce Powell 202-646-3973 is the Grants Management Specialist for this grant award and shall be contacted for all financial and administrative grant business matters.

Article X - Other Terms and Conditions

- A. Pre-award costs directly applicable to the awarded grant are allowable if approved in writing by the FEMA program official prior to the award and after the close of the application period.
- B. The grantee agrees to maintain their operating expenditures in the funded grant category during the period of performance at a level equal to or greater than the average of their operating expenditures in the two fiscal years preceding the fiscal year in which assistance is awarded.
- C. The grantee agrees to provide information to the National Fire Incident Reporting System for the period covered by the grant.
- D. The grantee agrees to complete timely closeout of the grant.
- E. The grantee agrees to keep an official grant file, maintaining copies of all actions taken on the grant from application through to closeout for a period of three years after the official grant closeout date.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

44 CFR, Emergency Management and Assistance

Part 7 Nondiscrimination in Federally-Assisted Programs

Part 13 Uniform administrative requirements for grants and cooperative agreements to state and local governments

Part 17

Government-wide Debarment and Suspension (Non-procurement)
and Government-wide Requirements for Drug-free Workplace
(Grants)

Part 18 New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-122 Cost Principles for Nonprofit Organizations

OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations Assistance to Firefighters Grant Application and Assurances contained therein.

Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations. The main requirement of this OMB Circular is that grantees that expend \$300,000.00 or more in Federal funds (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years after the conclusion of the grant. You must also agree to make your grant files, books, and records available for an audit by FEMA, the U.S. Government Accountability Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

ADDITIONAL REQUIREMENTS (IF APPLICABLE)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2003-FG-15756	2. AMENDMENT NO. 0	3. RECIPIENT NO. 38-6006933	4. TYPE OF ACTION AWARD	5. CONTROL NO. W358175N
6. RECIPIENT NAME AND ADDRESS Wyoming Fire Department 1250 36th Street SW Wyoming Michigan, 49509-3416	7. ISSUING FEMA OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 Specialist:Arlyce Powell 202-646-3973	8. PAYMENT OFFICE AND ADDRESS FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Robert Austin	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR Brian Cowan	PHONE NO. (202) 646-2821	
11. EFFECTIVE DATE OF THIS ACTION 17-FEB-04	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:17-FEB-04 To:16-FEB-05 Budget Period From:01-OCT-03 To:30-SEP-04	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2004-57-6410RA-63210000-4101-D	\$0.00	\$133,700.00	\$133,700.00	\$57,300.00
TOTALS			\$0.00	\$133,700.00	\$133,700.00	\$57,300.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Richard Goodman

DATE
12-FEB-04

Go Back

Ubbink, Dirk

From: Hanson, Victoria <Victoria.Hanson@fema.dhs.gov>
Sent: Tuesday, December 01, 2015 9:19 AM
To: Ubbink, Dirk
Subject: RE: Transferring Equipment Purchased with AFG Funding

If you give it to another department all you need to do is send us an email advising that it was transferred to another department and give us their name and address.
That is the preferred way to get rid of funded equipment that is no longer needed or used.
You can send the email to me and I will attach it to your grant.
Vikki



FEMA

Vikki Hanson
Fire Program Specialist
DHS/FEMA Region V
536 S. Clark Street, 6th Floor
Chicago, IL 60605
312-408-5327 (Office)
312-961-1827 (Cell)
Victoria.hanson@fema.dhs.gov
www.fema.gov/firegrants

From: Ubbink, Dirk [<mailto:UbbinkD@wyomingmi.gov>]
Sent: Tuesday, December 01, 2015 8:12 AM
To: Hanson, Victoria <Victoria.Hanson@fema.dhs.gov>
Subject: Transferring Equipment Purchased with AFG Funding

Vikki Hanson
FEMA Emergency Preparedness and Response Directorate
Region V

Vikki,

I am starting the process of inquiring about transferring ownership of a piece of equipment purchased with AFG Program funding back in 2004. The Grant No. is EMW-2003-FG-15756. The amount of the Grant was \$133,700.00 with a matching share by my City of \$57,300.00. The item purchased was a Hazardous Materials Tanker / Trainer Simulator.

As a department we are no longer using this item but it would be useful to some other Fire Department. My question today is what would we need to do in order to complete transfer of ownership?

Thank you in advance for any guidance you can give us in this regard.

Respectfully submitted
Dirk A Ubbink, BC
Wyoming Department of Public Safety
Fire Services Division

MEMORANDUM



To: Curtis Holt, City Manager
From: Robert Austin, Deputy Fire Chief
Subject: Training Equipment Purchase
Date: September 14, 2004

At the September 13 council work session, we presented the proposal for purchasing a tanker fire simulator, using a combination of grant money and city money. During the discussion, Councilmember Verhulst asked a question regarding the 70/30 split. I explained that it was my understanding, from a year ago, that the grant money from FEMA was approved and would not change with the final costs. This understanding was from discussions last year with FEMA reps and area departments that had received grant awards.

Because of the questions from Council, I contacted FEMA to confirm this understanding. I talked with a program specialist with FEMA who advised me that this is no longer correct. The grant award is now adjusted with the final actual costs and that FEMA will provide the 70% of those actual costs. With this information, the cost that the City will incur has increased to \$55,950. This cost includes the 30% of the cost of the training simulator and site work costs. This cost will be offset by the \$10,000 grant awarded by MMRMA reducing the cost to the City to \$45,950. Unfortunately this cost is much higher than the information that was provided to Council at the work session.

Please advise me as to the direction this project may now go.

Administrative Offices
1250 36th Street SW, Wyoming, MI 49509
616.530.7250 Fax. 616.249.3435

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM
PERKINELMER HEALTH SCIENCES, INC. FOR THE PURCHASE OF
FSU DRUG/TOXICOLOGY LABORATORY EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept a quotation from PerkinElmer Health Sciences, Inc. for the purchase of an on-line power conditioner and UPS system for the FSU Drug/Toxicology Laboratory in the total amount of \$10,817.00.
2. Sufficient funds are available in account number 101-305-30500-973000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of FSU drug/toxicology laboratory equipment in the total amount of \$10,817.00 from PerkinElmer Health Sciences, Inc.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

ATTACHMENTS:

Staff Report

Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 3, 2016
Subject: Purchase of Equipment for the FSU Drug/Toxicology Laboratory
From: Lt. Mark Easterly
Meeting Date: May 16, 2016

RECOMMENDATION:

It is recommended that the City of Wyoming authorize the purchase of a PerkinElmer On-Line 5.2 KVA Power Conditioner and UPS System from PerkinElmer Health Sciences, Inc. We feel it is in the best interest of the City to waive the bid requirements.

SUSTAINABILITY CRITERIA:

Environmental Responsibility: The Wyoming Department of Public Safety Forensic Science Unit actively engages in the protection of the natural environment and the public health of Wyoming's citizens.

Social Equity: This recommendation will provide service to all residents of the City of Wyoming, and any other individual entered into the Criminal Justice System through the Wyoming Department of Public Safety, without regard to income level or socio-economic status.

Economic Strength: Sustainability is a key feature for this recommendation in that equipment from this company has proven to last upwards of 15-20 years, with yearly preventative maintenance. With a purchase of this magnitude, the longer we have this equipment, the more prudent the use of City funds.

DISCUSSION:

In 2013 the Wyoming Department of Public Safety purchased a PerkinElmer high powered gas chromatograph instrument as well as sample handling technology, detectors, and data management. At the time PerkinElmer and Department Staff confirmed an uninterruptable power supply with the current Department building generator. We have found that although the generator does supply power to the building in the event of a power failure from Consumers Energy, it does not start quickly enough from the time that the generator detects an interruption in line power to have the pump on the gas chromatograph keep working. The pump is a very important part of the instrument and it must be hand started in the event of a power interruption. To compound the issue the pump must be hand powered on within three hours of power interruption or it will burn out and must be replaced.

Therefore PerkinElmer has provided a solution for an uninterrupted power supply that is specifically designed and sized for their gas chromatograph instruments to provide power during the time of power cutover from line to generator and back.

BUDGET IMPACT:

We recommend that the \$10,817 purchase be from account: Capital Outlay Justice Assist BYRNE Grant 101.305.30500.973.000.



PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: (203) 944-4914

Quotation

To: CITY OF WYOMING
2300 DEHOOP AVE SW
WYOMING MI 49509

QUOTE NO.: 21006895
QUOTE VALID TO: 04/29/2016
QUOTE DATE: 01/05/2016
PAY. TERMS: Due Upon Receipt
FREIGHT TERMS: FOB Factory - Prepay & Add
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO. 616-530-7309
FAX NO. 616-249-3403
YOUR REFERENCE

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	N9308150	ON-LINE UPS # 5.2 KVA 50/60HZ	1	10,800.00	10,800.00
				Freight/Handling:	17.00
				Total Net Price in USD:	10,817.00
<p>Customized Financing Solutions are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer.</p> <p>Freight charge presented is an approximation for Fedex Ground shipment only and the amount displayed does not include tax. These charges will be added to the invoice if applicable.</p> <p>* Terms subject to credit approval.</p> <p>*****</p> <p>PLEASE BE SURE TO REFERENCE THE QUOTE # WHEN PLACING AN ORDER! Email order to EHConsumableSales@PERKINELMER.COM</p>					

SEND PURCHASE ORDERS TO:
PerkinElmer Health Sciences, Inc.
710 Bridgeport Ave.
Shelton, CT 06484-4794
Phone: 1-800-762-4000
Fax: (203) 944-4904

SALES REPRESENTATIVE: BARBARA BLANC
PREPARED BY: Barbara Blanc

05/16/16
Purchasing/KRO

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION
FOR REPAIRS OF THE 42-INCH TRANSMISSION MAIN

WHEREAS:

1. As detailed in the attached Staff Report, repairs of the 42-inch transmission main are required.
2. It is recommended the City Council accept the quotation from Davis Construction Company in the total estimated amount of \$20,654.82 to complete the repairs.
3. Funds are available in account number 591-591-56300-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the quotation from Davis Construction Company to complete the repairs of the 42-inch transmission main in the estimated total amount of \$20,654.82.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

ATTACHMENTS:
Staff Report
Quotation

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 5, 2016

Subject: 42-inch Prestressed Concrete Pipe Diaper Replacement

From: Rick Velderman, Maintenance Supervisor

Meeting Date: May 16, 2016

Recommendation:

I recommend that the City Council authorize Davis Construction Company to repair the diapers on the 42-inch prestressed concrete pipe joints on the transmission main that supplies water to the Holland Interconnect station at the cost of \$20,654.82.

Sustainability Criteria:

Environmental Quality – These diapers were removed for the inspection on the 42-inch transmission main when the Holland Interconnect station failed and need to be replaced to protect the joints on the transmission main.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social/economic status. All residents enjoy access to services provided by our water and waste water utilities.

Economic Strength – By replacing these diapers it will protect the joints on the 42-inch transmission main from rusting and possible failure on the transmission main resulting in a major repair and shortage of water during our high demand season. This results in the lowest rates possible for our residents and customers.

Discussion:

All of the joints on the 42-inch prestressed concrete transmission main are bolted together and then the joints are covered with a diaper that is filled with grout to protect the material from rusting. These diapers were partially removed for an inspection of the joints when the Holland Interconnect station failed and the rest of the diaper needs to be removed and new diapers installed. Davis Construction is the contractor building the new Holland Interconnect and they have equipment on site and are experienced in the repair of this type of pipe. I have attached a price quote from Davis Construction Company and it is my recommendation we accept their quote to do the repairs before we get into our higher demand season and increase the pressure on the transmission mains.

The quote is:

Davis Construction Co.

\$20,654.82

Our recommendation is to authorize Davis Construction Company to replace the diapers on the 42-inch transmission main at a cost of \$20,654.82.

Budget Impact:

We have budgeted adequate funds in account 591-591-56300-930.000 for these repairs.

cc: B. Dooley

M. Erickson

DAVIS

CONSTRUCTION CO.

5236 Dumond Court
Suite A
Lansing, Michigan 48917
Phone: 517.322.3800
Fax: 517.322.0305
www.davisconstruction.us

Grand Rapids Division
456 Plymouth NE
Suite B
Grand Rapids, Michigan 49505
Phone: 616.456.0059
Fax: 616.456.0383

Texas Division
2045 E. Highway 380
Suite 100
Decatur, Texas 76234
Phone: 940.626.0022
Fax: 940.626.0047

GENERAL
CONTRACTORS

BRIDGE, HEAVY
HIGHWAY & SITE
CONSTRUCTION

TRUCKING
SERVICES



Michigan Infrastructure &
Transportation Association

TRANSMITTAL

TO: Rick Velderman
City of Wyoming Water Treatment Plant
16700 New Holland Street
Holland MI. 49424

FROM: Pat McGann

DATE: April 29, 2016

RE: 42" Prestressed concrete pipe replacement diaper pricing

Equipment: 4 days

Excavator	\$ 3800.00
Loader	\$ 2720.00
Dozer	\$ 2880.00
Foreman trk	\$ 750.00
Air compressor	\$ 2000.00

Labor: 4 days
4-man crew \$ 6570.00

Material:

Grout Diapers	\$1,259.82
Grout	\$ 675.00

Total \$ 20,654.82

Please see attached rates from Forterra if you would want them to inspect or oversee this work

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR
REPAIRS OF TWO SODIUM HYPOCHLORITE BULK STORAGE TANKS

WHEREAS:

1. As detailed in the attached Staff Report, repairs of two sodium hypochlorite bulk storage tanks are required.
2. It is recommended the City Council accept the quotation from Belding Tank Technologies in the estimated total amount of \$27,525.00 to complete the repairs.
3. Funds are available in account number 591-591-553-930000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of the quotation from Belding Tank Technologies to complete the repairs of the sodium hypochlorite bulk storage tanks in the estimated total amount of \$27,525.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

ATTACHMENTS:

Staff Report

Quotation

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: May 6, 2016

Subject: Repair of Two Sodium Hypochlorite Bulk Storage Tanks

From: Robert Veneklasen, Operations Supervisor – Water Treatment Plant

Meeting Date: May 16, 2016

Recommendation:

I recommend that the City accept the price quotation provided by Belding Tank Technologies for repair of two leaking sodium hypochlorite bulk storage tanks at the Water Treatment Plant.

Sustainability Criteria:

Environmental Quality – The use of Liquid Sodium Hypochlorite is necessary to insure the production of safe drinking water. Proper storage in the right type of tank ensures protection of the environment.

Social Equity – The utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or social/economic status. All residents enjoy access to services provided by our water and wastewater utilities.

Economic Strength – By repairing these tanks the Utilities Department is ensuring that we get the best value for this necessary equipment. This results in the lowest rates possible for our residents and customers.

Discussion:

Two of the four bulk sodium hypochlorite (i.e., bleach) tanks located in the South Treatment Facility are leaking at a very slow rate. These tanks are used for storage of the bleach used for disinfection of the treated water. The tanks have a capacity of nearly 11,000 gallons each – the equivalent of two tanker truck deliveries. Active leaks are serious and pose the potential for catastrophic failure of the tank.

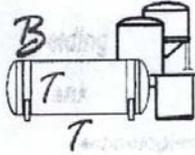
Through discussion with the tank manufacturer it was determined that repairing the fiberglass tanks was more cost effective and timely than replacement. Price solicitation calls were made to three vendors that perform these repairs. Two of the vendors were too busy to take on additional work at this time. Only the tank manufacturer, Belding Tank Technologies, submitted a price quote for repair of the two tanks at costs of \$15,445.00 and \$12,080.00, respectively, for a total cost of \$27,525.00.

The correspondence and quotation from Belding Tank Technologies is attached.

After evaluation of the price quotation from Belding Tank Technologies, it is my recommendation that we accept the repair work as proposed and at the cost indicated for repair of the two sodium hypochlorite bulk storage tanks.

Budget Impact:

Adequate funds are budgeted in account 591-591-55300-930.000.



200 N. Gooding Street - P.O. Box 160 - Belding, MI 48809-0160
Phone: (616) 794-1130 Toll Free: (800) 253-4252 Fax: (616) 794-3666
E-Mail: sales@beldingtank.com Website: www.beldingtank.com

"Quality Is Our Standard...Customer Service Is Our Specialty"

Company: **City of Wyoming WTP** Page 1 of 1
Attention: **Rick Velderman** Phone: 616-399-6511
Cell: 616-886-2605
Date: April 17, 2016
From: Gregory A. Kirgis
Reference: BTT Job # 25894-1 & 25894-3 (2) Model C-CFV-12-11168
Subject: Field Rework of tank bottom of above FRP Tanks

Rick:

Our estimate for the rework of the tank bottoms and up unto the sidewall in the above referenced tanks is as follows:

(3) men for (3 to 4) days (approx) on site is: \$ 27,525.00.

Belding Tank Technologies will prepare the tank bottoms & up onto the tank sidewall approximately 6" and add three ply of 1 ½ oz mat + (2) plys of Nexus veil. BTT to replace the 2" drain flange in both tanks & add (1) 24" side manhole & (1) 3" flange in one tank. Includes time & expenses. Quote include 30 minutes for site safety orientation. Extra hours billed @ \$ 115.00 per man hour + expenses.

The following conditions are required prior to the arrival of our crew:

- The tank interior should be absolutely clean & absolutely dry.
- 120 volt, 20 amp electricity at the entrance to the side manhole.
- Customer to lift tanks 4" to 6" for the replacement of the 2" drain flange.
- Isolation of tank areas, to protect the customer's areas from work debris or dust, is BY OTHERS.
- Temperature must be @ 65 F. minimum & the area must remain dry during installation.
- Provide adequate ventilation within the work area and surrounding areas. This may include temporary ductwork and adequate exhaust fans to remove all excessive fumes to an acceptable area. An acceptable area would be an area outside the FRP workspace and outside any non-FRP workspace, especially those areas where the customer's employees would be irritated by excessive fumes.
- We will clean up loose debris & our used materials. Balance of Tank clean-up is BY OTHERS. There will be no customer caused delays. Extra hours billed @ \$ 115.00 per man hour.

Please send Purchase order to the fax # or E-mail address, below. Indicate tax status on PO. We will need two to four weeks to schedule, once we receive the purchase order.

Gregory A. Kirgis

E-MAIL gkirgis@beldingtank.com
Fax (616) 794-3666

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Furniture for the Wyoming Public Library	K-Log Inc. & Library Design Associates, Inc.	Bid prices as shown on the attached Tabulation Sheet
Carpeting for the Wyoming Public Library	Sobie Company, Inc.	\$45,930.00

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 16, 2016.

ATTACHMENTS:
Staff Reports
Tabulation Sheet

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: May 9, 2016
Subject: Furniture Bid for Library
From: Jeff Anderson, Parks and Facilities Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: May 16, 2016

RECOMMENDATION:

It is recommended the City Council accept the lowest bid for the National Public Seating BT 1800 Series lightweight folding seminar table submitted by K-Log Inc. The tables will match existing stock and color. It is also recommended that we accept the only bid submitted for the Transformation and EKO lounge chairs, and TMC sectional by Library Design Associates, Inc.

SUSTAINABILITY CRITERIA:

Environmental Quality – By matching existing furniture stock for the folding tables we will ensure the functionality and aesthetics of the Library community room. The new lounge chair seating and sectional will enhance existing décor and replace worn furniture throughout the Library and children's area.

Social Equity – All citizens that rent or utilize the Library will have new tables in the community room and lounge seating throughout the Library. The new furniture will be ADA compliant and will enhance the Library's ability to meet all needs of the community.

Economic Strength – By replacing the old community room tables and old lounge seating with new the public will enjoy new furniture for community room rentals and leisure reading.

DISCUSSION:

On Tuesday, April 12, 2016, three (3) responses were received in answer to our invitation to submit a proposal for folding tables and various chairs for the Library. Twelve (12) invitations to bid were sent to prospective bidders and the results are as shown on the attached tabulation sheet. After reviewing the bids it is recommended that we split the bid for furniture to procure the appropriate bid products and lowest price.

The request for proposal for the furniture includes the purchase of fifty folding tables, thirteen upholstered lounge chairs and one seven piece sectional with upholstered seats. The new tables will replace old worn out tables that are utilized for City, Library and public rentals in the community room. The new lounge chairs and sectional will be replacing old and worn out furniture throughout the Library and children's area.

BUDGET IMPACT:

The total price for the fifty folding tables \$2,998.50. The total price for the thirteen lounge chairs and seven piece sectional is \$25,788.00. Sufficient funds are available in the Library Capital Improvement Furniture Account #271-267-26700-975000.

City of Wyoming - Tabulation of Bids

Furniture

Opened by the City Clerk on Tuesday, April 12, 2016 @ 11:00 A.M.

			Library Design Associates, Inc.		K-Log Inc.		School Specialty, Inc.	
Manufacturer	Description	Total Estimated Amount to be Purchased	Each Bid Price	Total Bid for Estimated Qty.	Each Bid Price	Total Bid for Estimated Qty.	Each Bid Price	Total Bid for Estimated Qty.
Transformation	9 th Avenue lounge chairs	1	\$1,345.00	\$1,345.00				
		1	\$1,345.00	\$1,345.00				
Transformation	Chase lounge chairs with upholstered seat, back, and solid Maple feet.	2	\$1,344.00	\$2,688.00				
		2	\$1,325.00	\$2,650.00				
		3	\$1,255.00	\$3,765.00				
EKO	Niko lounge chair with upholstered seat, back, and arms, with metal feet.	4	\$1,037.00	\$4,148.00				
TMC	Whistler Sectional consisting of (7) 15-degree armless chairs with fully upholstered seats, and metal feet.	2	\$1,411.00	\$2,822.00				
		2	\$1,405.00	\$2,810.00				
		1	\$1,405.00	\$1,405.00				
		1	\$1,405.00	\$1,405.00				
		1	\$1,405.00	\$1,405.00				
National Public Seating	Lightweight Folding Seminar Table - Mfg. by National Public Seating BT1800 Series	50			\$59.97	\$2,998.50	\$64.13	\$3,206.50
			Total	\$25,788.00		\$2,998.50		\$3,206.50

STAFF REPORT

Date: May 10, 2016
Subject: Library Carpet
From: Jeff Anderson, Parks and Facilities Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: May 16, 2016

RECOMMENDATION:

That the City Council accept the sole bid of \$45,930.00 from Sobie Company, Inc. to remove existing carpeting, furnish and install new carpeting and cove base in the community room, children's area and main entrance area at the Library.

SUSTAINABILITY CRITERIA:

Environmental Quality – By replacing the fifteen year old carpet the City will maintain the aesthetics and cleanliness of the building.

Social Equity – All citizens and groups that use the Library will have clean new carpeting for public meetings, programs and daily usage.

Economic Strength – Does not significantly impact this criteria.

DISCUSSION:

On Tuesday, May 10, 2016, one (1) response was received in answer to our invitation to submit a proposal for removing existing carpeting and furnish and install new carpeting and cove base at the Library. Twenty-nine (29) invitations to bid were sent to prospective bidders and the results are as shown on the attached tabulation sheet. After reviewing the bid it is recommended that we award the bid for the new carpeting to the sole bidder, Sobie Company, Inc.

BUDGET IMPACT:

The total price for carpet removal and installation is \$45,930.00. Sufficient funds have been budgeted and are available in the Library Capital Improvement Project Account-Carpet #101-271-26700-975000.

ORDINANCE NO. 9-16

AN ORDINANCE TO AMEND ARTICLE VIII
OF CHAPTER 14 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VIII of Chapter 14 of the Code of the City of Wyoming is hereby amended to read as follows:

**VIII. HEALTH CLUBS AND
MASSAGE ESTABLISHMENTS**

DIVISION 1. GENERAL REGULATIONS

Sec. 14-541. Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Health club means any establishment which offers service in the form of massage, baths, exercises, or similar services in any combination or alone to club members or to the public for a charge.

Massage establishment means a building, room, place or establishment, other than a regularly licensed hospital or dispensary, where body massage is regularly practiced on the human body, for other than cosmetic or beautifying purposes, with or without the use of nonpowered mechanical or bathing devices.

Massage therapy shall be defined as provided in section 17957 of the Michigan Public Health Code, MCL 333.17957, as amended.

Myomassologist means a person who offers his services for hire in the practice of massage.

- (b) The terms "health club" and "massage establishment" shall not include:
- (1) Hospitals, nursing homes, medical clinics, offices of a physician, surgeon, osteopath or chiropractor;
 - (2) Exercise clubs, exclusively for members without massage in any form;
 - (3) Barber shops or beauty parlors without massage in any form.

Sec. 14-542. Physical establishment and sanitation standards.

Each health club and massage establishment shall comply with all applicable requirements for the physical establishment and sanitation standards as provided by the Kent County Health Department, the State of Michigan or any other applicable regulatory agency.

Sec. 14-543. Inspections.

The premises of any health club or massage establishment shall be open for inspection at any time by the Department of Public Safety, the city Inspections Department or any other department of the city or any other regulatory agency.

Sec. 14-544. Commercial Sexual Activities.

(1) Definition. Commercial Sexual Activity shall be as defined in Section 462a of the Michigan Penal Code, MCL 750.462a, as amended.

(2) No person shall engage in any commercial sexual activity in or about any health club or massage establishment.

(3) In addition to any other penalties provided by this code or any applicable statute, any commercial sexual activity on or about the premises of a health club or massage establishment shall be grounds for revocation of the business license of the establishment by the city.

DIVISION II. LICENSE REQUIREMENT

Sec. 14-576. Business License.

No person, firm, partnership, corporation or other business entity shall engage in the business of a health club or massage establishment without having obtained a general business license from the city for that location.

Sec. 14-577. Massage therapist.

(1) No person shall engage in the practice of massage therapy without having obtained a license from the State of Michigan in accordance with the provisions of Section 17957 of the Public Health Code, MCL 333.17957, et seq., as amended.

(2) Any person engaging in the practice of massage therapy shall immediately provide a current copy of the license to any employee or agent of the city upon request. Failure to immediately provide the license shall subject the person to all criminal and civil penalties provided in this Code and shall be grounds for revocation of the business license as provided in this Chapter.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 9-16

MEMORANDUM

TO: Curtis L. Holt
City Manager

FROM: Jack R. Sluiter
City Attorney

DATE: April 11, 2016

RE: Massage Establishment Regulations

Along with the City Clerk's office, we are reviewing our various business license ordinances. The general purpose is to update our business regulations to reflect current reality specifically related to such issues as local inspection and state licensing requirements. I have recently met with the City Clerk, the City Planner and Lt. Maguffee of the Public Safety Department regarding our massage establishment ordinance. In doing so we have identified several problems with our current ordinance. They are as follows:

1. Current ordinance regulations require things that we no longer do locally such as enforcing physical standards for the establishment (handled by the Health Department) and licensing of employees (done through the State).
2. The ordinance references specific sexual activities which we can now let fall within the category of commercial sexual activity as defined in the state statute.
3. There are no corresponding criminal provisions to allow enforcement by the Public Safety Department such as proof of licensing and engagement in commercial sexual activities which can also be related to human trafficking.

Based upon those issues, I have prepared ordinance amendments to address these issues. They are as follows:

1. An ordinance to amend Article VIII of Chapter 14, the business license provisions. That ordinance eliminates provisions for local inspections, references the statutory definition of commercial sexual activities, requires licensing by the state and proof of licensing and makes violations grounds for the business license revocation.
2. Article X is added to Chapter 50 of the Code regulating massage establishments by making operation without a license by any "massage therapist" a criminal violation and engaging in commercial sexual activities a criminal violation. This ordinance would apply to both the business itself and the individuals.

ORDINANCE NO. 10-16

AN ORDINANCE TO ADD ARTICLE X
TO CHAPTER 50 OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Article X is hereby added to Chapter 50 of the Code of the City of Wyoming to read as follows:

**ARTICLE X.
HEALTH CLUBS AND
MASSAGE ESTABLISHMENTS**

Sec. 50-400. Definitions.

For purposes of this Chapter a health club or massage establishment shall be defined as provided in Section 14-541 of this Code.

Sec. 50-401. License required.

(1) Business license

No person, firm, partnership, corporation or other business entity shall engage in the business of a health club or massage establishment without having obtained a general business license from the city for that location.

(2) Massage therapist

(a) No person shall engage in the practice of massage therapy without having obtained a license from the State of Michigan in accordance with the provisions of Section 17957 of the Public Health Code, MCL 333.17957, et seq., as amended. The practice of massage therapy shall be as defined therein and in this code.

(b) Any person engaging in the practice of massage therapy shall immediately provide a current copy of the license to any employee or agent of the city upon request. Failure to immediately provide the license shall subject the person to all criminal and civil penalties provided in this Code and will be grounds for revocation of the business license as provided in this Chapter.

Sec. 50-402. Commercial Sexual Activity.

(1) Commercial Sexual Activity shall be as defined in Section 462a of the Michigan Penal Code, MCL 750.462a, as amended.

(2) No person shall engage in any commercial sexual activity as defined herein in or

about any health club or massage establishment.

(3) No person shall allow any health club or massage establishment to be used for or allow commercial sexual activities to take place on or about the premises.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2016.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2016.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 10-16

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City Attorney

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