

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 2, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation**
Pastor Samuel Vander Klok, Resurrection Life Church
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Regular Meeting of May 19, 2014
- 7) Approval of Agenda**
- 8) Public Hearings**
7:01 p.m. To Consider Use of the 2014 Edward Bryne Memorial Justice Grant Funds for Program Activities
- 9) Public Comment on Agenda Items** (3 minute limit per person)
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Kent District Library 2013 Annual Report, presented by Lance Werner, KDL Director, Lori Holland, Wyoming Branch Manager and Vickie Hoekstra, KDL Board Member
 2. 2013 Wyoming Police Department Annual Report, presented by Police Chief Carmody
 - 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**
 - 1) Budget Amendment No. 58 – To Appropriate \$50,000 of Budgetary Authority to Provide Funding for Additional Vehicle Setup Costs
- 14) Consent Agenda**

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

 - a) To Set a Public Hearing for the Transfer of Industrial Facilities Exemption Certificates from Weller Auto Parts, Inc. and Weller Truck Parts, LLC to Jasper Weller, LLC (June 16, 2014 at 7:01 p.m.)
 - b) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for R.L. Adams Plastics, Inc., in the City of Wyoming (June 16, 2014 at 7:02 p.m.)

15) Resolutions

- c) To Approve an Application by the Community Enrichment Commission of the City of Wyoming for a Permit for Discharge of Fireworks

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

- d) To Exercise the Right of First Refusal to Acquire a Tax Foreclosed Property from Kent County for a Declared Public Purpose
- e) To Enter into a Development Agreement with Habitat for Humanity of Kent County for the Transfer of Property
- f) To Authorize the Mayor and City Clerk to Execute an Agreement with Habitat for Humanity of Kent County
- g) 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
- h) To Authorize an Agreement with Compassion This Way, Inc. to Provide Public Services within the Taft Avenue Neighborhood – A Wyoming Community Development Block Grant Initiative
- i) To Authorize the Mayor and City Clerk to Enter into an Agreement with the City of Grand Rapids to Perform Sub-Recipient Monitoring Services on Behalf of the City of Wyoming
- j) To Authorize the Mayor and City Clerk to Enter into an Agreement with the County of Kent to Perform Sub-Recipient Monitoring Services on Behalf of the City of Wyoming
- k) To Authorize the Settlement of Kristopher R. Harmon Workers' Compensation Case
- l) To Extend the Bid for Catch Basin Cleaning to Pollution Control Services
- m) To Extend the Bid for Cured-in-Place Pipeline Lining to Insituform Technologies USA

17) Ordinances

10-14 To Amend Section 90-437 of the Code of the City of Wyoming (Zoning Code Correction) (FINAL READING)

11-14 To Amend Section 90-32 of the Code of the City of Wyoming by Adding Subsection (96) Thereto to Rezone 1.2 Acres of a Property Located at 2660 Burlingame Avenue SW from DC Downtown Center and B-2 General Business to I-2 General Industrial (Rezone 2660 Burlingame Avenue SW) (FIRST READING)

18) Informational Material

19) Acknowledgment of Visitors

20) Closed Session (as necessary)

21) Adjournment



2013 ANNUAL REPORT

KDL Information.
Kent District Library Ideas.
Excitement!

www.kdl.org



LETTER FROM THE DIRECTOR

After KDL received the EPIC Award for Excellence in Business from the Grand Rapids Area Chamber of Commerce, we sent the award on a tour to visit those staff members and customers who make every day epic at KDL. Each day, more than 8,000 people visit a KDL branch and nearly 7,000 more visit us online. KDL staff members answer nearly 2,500 questions every day. Each interaction we have with our customers is an opportunity to share an epic journey.

I am so proud of our exceptional staff and our many community partners for the journeys we have taken in the last year. In 2013, KDL launched our Happiness Project, combining life-enhancing programs on health, wellness and creativity, with opportunities to improve the lives of others by partnering with local nonprofits. We began circulating Kill-A-Watt EZ meters so residents can inform themselves about their energy usage. KDL offered programs in collaboration with the State of Michigan and Priority Health to inform people about the Affordable Care Act. Our partnership with the Grand Rapids Civic Theatre provided free live theatre experiences for kids and adults. Our ongoing partnership with Mill Creek Middle School in Comstock Park validates leisure reading as a way to improve kids' reading skills. Once again, we have broken our own record of having the most popular summer reading program in Michigan, with over 29,000 participants.

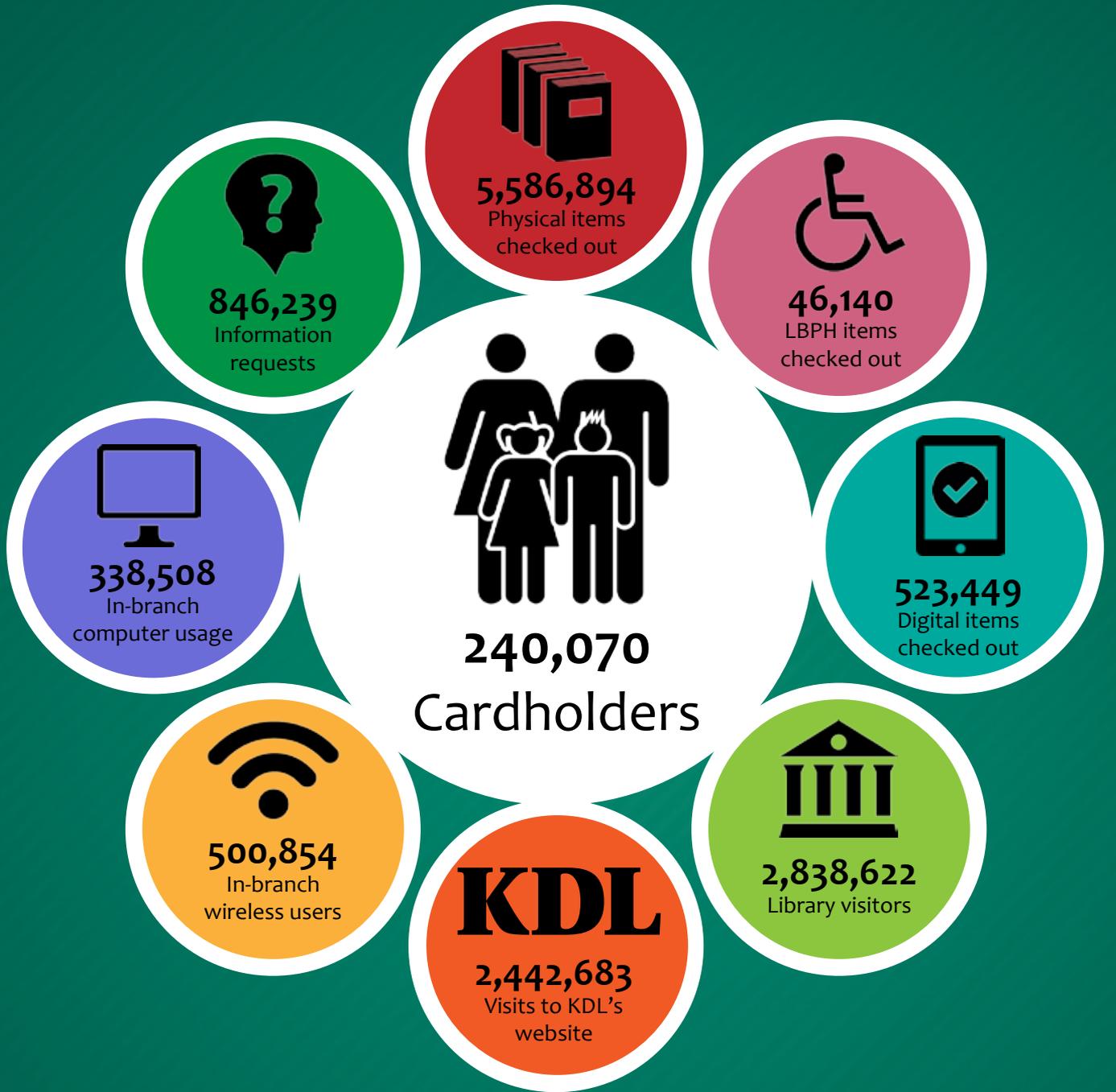
Appreciation for these services is evident in the results of a public opinion survey performed in 2013. The survey found that 93% of residents believe KDL is an important part of the community, 90% find our locations and hours to be convenient, 89% believe KDL provides valuable services for adults and senior citizens, and 86% believe KDL's reading programs help young children become lifelong readers and learners.

In August 2014, KDL residents will vote on a millage to continue funding library services for another 10 years. We hope to provide our customers with many more epic days in the future.

A handwritten signature in black ink, appearing to read "Lance Werner", with a long horizontal flourish extending to the right.

Lance Werner

SERVICES AT A GLANCE



16,384
Physical Items
checked out daily

135
LBPH items
checked out every day

1,434
Digital items
checked out daily

8,324
Library visitors
every day

992
Patrons use KDL
computers every day

1,469
Patrons access
wifi daily

6,692
Website visits
per day

2,482
Questions answered
by staff every day

CREATE AT KDL

WRITING

In 2013, KDL and partners Capital Area District Libraries, Pooh's Corner and Schuler Books and Music launched the second annual **Write Michigan Short Story Contest**. KDL hosted writing workshops for teens and adults to hone their craft. Nearly 900 writers submitted a story for a chance to win prizes and be published in an anthology.

KDL hosted the second annual **Celebrate the Mitten Writers' Conference** attended by nearly 200 aspiring authors.

Once again KDL celebrated Poetry Month with our annual **Word Wise Teen Poetry Contest**.



FILM

KDL provided greater opportunities for teens to participate in our **Kent County Teen Film Festival** by hosting a storyboarding workshop and a full-day filming and editing workshop for teens. Many of the teens who participated in the workshops made films that were accepted into the Festival.



MUSIC

KDL's **Kentwoodpalooza** summer concert grows in popularity every year. Teen bands are featured in this outdoor music festival planned and hosted by teen volunteers.

STUDIO KDL

Located in KDL's Cascade Township Branch, **Studio KDL** launched in 2013, offering equipment and instruction so customers can make movies, create podcasts, record audiobooks, design promotional videos for themselves or a business or just spend time in creative play.



KDL PROGRAMS



EARLY LITERACY

KDL's Early Literacy programs help children develop skills which serve as building blocks for later reading and writing. Storytimes incorporate the five practices children need before they are ready to start school: talking, singing, reading, writing and playing. From infancy to kindergarten and beyond, KDL makes learning to read fun for kids and their families.

"We didn't have the funds to enroll our child into 3-year-old preschool, so we decided to make his school at home. One of his favorite days is 'library school day.' At the beginning, he wouldn't sit still long enough to hear two pages, but he has grown so much this year. We have saved hundreds on preschool bills just by utilizing the library. I love KDL!"

– Cascade Township Branch patron Tricia Ruffer

SUMMER READING

KDL offers the most popular summer reading program in the state with almost 30,000 participants. Nearly 80% of participants are children and teens who read and do other fun activities with the library. Children who read over the summer are more likely to retain or even improve their reading grade-level and start the next school year ready to advance their learning. The remaining 20% of participants are adults who model reading as a lifelong habit for learning and entertainment.

"My 9-year-old grandson hated reading in school last year. He joined the Summer Reading Program at KDL, and now he reads all the time!"

– Alpine Township Branch patron Melissa Schaefer



2,484

Programs for Young Children

65,937

Attendees

241

Programs for School-Age Children

6,124

Attendees

313

Programs for Teens

5,171

Attendees



JOB SKILLS & COMPUTER CLASSES

KDL offers free computer classes, technology training sessions and workshops for job seekers at multiple branch locations. These classes range from a comprehensive six-hour series on Microsoft Word, to exploring online genealogy resources, to our popular “Speak to a Geek” sessions.

“KDL . . . helped me successfully re-enter the work world after a 16-year absence. The classes taught me how to hone my career skills, how to present myself at my best to potential employers, how to network and how to seek open positions using the most current methods. Using what I was taught, I found a wonderful job using my foreign language and teaching skills. I can’t say enough about how grateful I am for KDL and for these classes for job seekers like myself.”

– Kentwood (Richard L. Root) Branch patron Mary Raab

EARLY CHILDHOOD ESSENTIALS

KDL offers child development classes called Early Childhood Essentials. These courses offer free professional development hours toward state certification for child care providers. Parents and child care providers alike benefit from these courses on topics such as incorporating math concepts into everyday activities and feeding fussy eaters.

“I know of no other place that does this training that doesn’t charge for it. And there’s a wide variety so you can choose what’s interesting to you. It’s also nice that they are at multiple branches, so if the date doesn’t work for one I can always go to another class.”

– Ann Swanson, licensed daycare provider



738

Programs for Families

35,071

Attendees

976

Programs for Adults

9,314

Attendees

639

Private Programs

34,908

Attendees

ORGANIZATIONAL STRUCTURE

BOARD OF TRUSTEES

The Kent District Library Board of Trustees is composed of 8 members representing geographic regions of the KDL Service Area. Trustees must live in the region they represent. Board members are appointed for four-year terms by the Kent County Board of Commissioners based on recommendations from the eight regions. The KDL Board meets monthly. Major duties include establishing and maintaining a public library for Kent District Library, establishing library policies, employing the Library Director, adopting an annual budget, approving the expenditure of funds, entering into contracts and controlling all KDL property.



Charles R. Myers, Chair
Region 4
City of Lowell, and Vergennes,
Lowell and Bowne Townships



Vickie Hoekstra, Vice Chair
Region 8
City of Wyoming



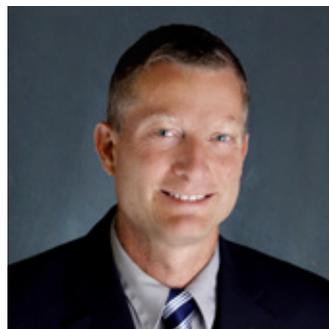
Penny Weller, Treasurer
Region 3
City of Walker, and Plainfield
and Alpine Townships



Carol Simpson, Secretary
Region 1
Spencer, Tyrone, Nelson
and Oakfield Townships



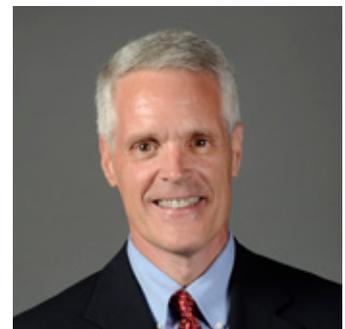
Shirley Bruursema, Trustee
Region 6
City of Kentwood, and Gaines
and Caledonia Townships



Scott Ellison, Trustee
Region 7
City of Grandville
and Byron Township



Scott Garrison, Trustee
Region 2
City of Rockford, and Cannon,
Algoma, Courtland
and Grattan Townships



Craig Wilson, Trustee
Region 5
City of East Grand Rapids,
and Cascade, Ada and
Grand Rapids Townships

LEADERSHIP TEAM

The Kent District Library Leadership Team leads the staff in support of KDL's strategic plan, coordinates organizational functions and facilitates communication. Members of the Leadership Team are:

LIBRARY DIRECTOR

Lance Werner

DIRECTOR OF FINANCE

Sherry Bava

DIRECTOR OF INFORMATION TECHNOLOGY

Michael Carpenter

ASSISTANT DIRECTOR

Michelle Boisvenue-Fox

DIRECTOR OF HUMAN RESOURCES

Brian Mortimore

2013 AWARDS



Kent District Library was awarded the EPIC Award for **Excellence in Business** by the Grand Rapids Area Chamber of Commerce. The EPIC Awards (which stands for Entrepreneurial, Progressive, Innovative, and Collaborative) recognize businesses that support the community, demonstrate growth, are innovative, and have worked with others as mentors and collaborators.

As the first library to initiate the Michigan Quality Council's review process, Kent District Library received the **Lighthouse Award** by the MQC for KDL's efforts toward quality excellence.

Dawn Lewis, East Grand Rapids Branch Manager, was awarded the 2013 **Distinguished Service Award** by the East Grand Rapids Parent Teacher Association Council for helping switch the local school libraries to the "learning commons model."

Kent District Library was awarded the Library of Michigan Foundation's **Citation of Excellence** for superior customer service.



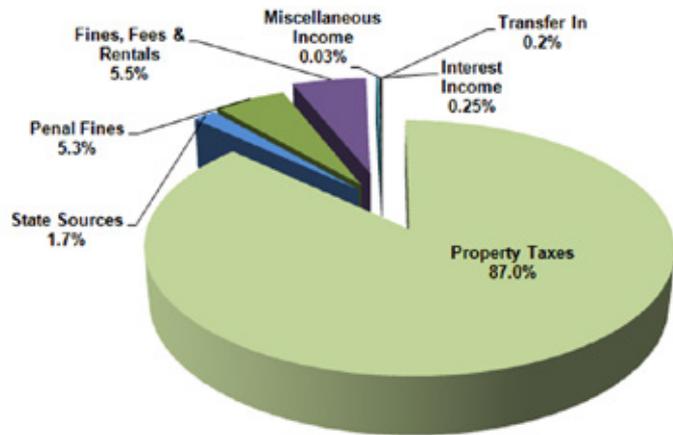
KDL received the **Linda E. Anderson Award** from Employers for Better Health in recognition of KDL's achievement in providing system-wide CPR and first-aid training, and for the installation of defibrillator machines in all KDL locations.

KDL's Collection Development and Collection Services Departments were recognized with KDL's **Cool School Team Award** for their work in transitioning the library to a new DeweyFree model of arranging materials, thereby improving customers' ease in finding items on our shelves.

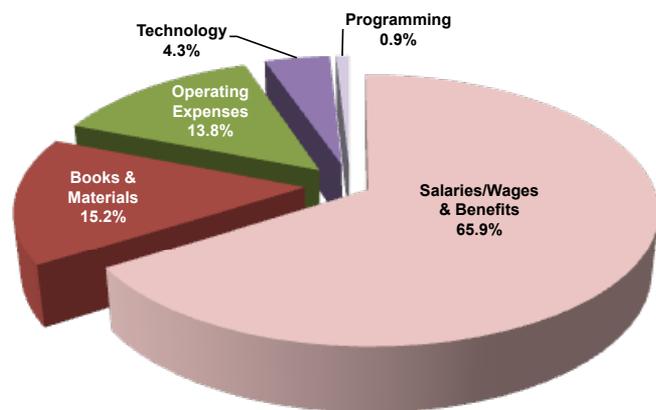
Youth Librarian Monica Walen received KDL's **Starfish Award** for her creative ideas and commitment to building strong partnerships between KDL and community organizations. In particular, she created several after-school programs for kids and teens such as "Science in the Stacks" and a popular chess club at the KDL Wyoming Branch.

FINANCIAL REPORT

REVENUE	
Property Taxes - Millage (.88mills)	13,153,463
State Sources	262,215
Penal Fines	803,963
Fines, Fees & Rentals	833,958
Interest Income	37,105
Miscellaneous Income	3,799
Transfer In - Donation - AGF Fund	28,060
TOTAL REVENUES	\$15,122,563



EXPENDITURES	
Salaries/Wages	7,848,869
Benefits	1,874,059
Books & Materials	2,237,436
Operating Expenses	2,033,247
Technology (includes ILS & Internet)	639,434
Programming	128,662
TOTAL EXPENDITURES	\$14,761,707



Fund Balance - Beginning of Year	3,460,968
Fund Balance - Unspendable (Prepays)	-88,435
Fund Balance - Board Committed - ILS	-575,000
Fund Balance - Board Committed - Capital Projects	-215,300
Excess Revenues over Expenditures	360,857
TOTAL UNDESIGNATED FUND BALANCE (at Year End)	\$2,943,090

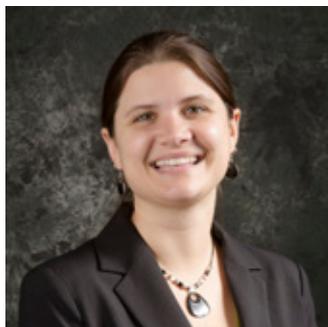
The above numbers have been derived from the 2013 Financial Statements. Complete audited Annual Financial Statements will be available after June 2014.

FUND DEVELOPMENT BOARD

Kent District Library's Fund Development Board is composed of community leaders who have a passion for libraries. Fund Development Board members support the mission, vision, and values of Kent District Library, and act responsibly and prudently as stewards of KDL. These members work tirelessly to raise private donations that support programming, collections and special projects that enhance the library experience for all community members.



Maureen Fitzgerald Penn
Chair
Penn & Ink Communications, Inc.



Linda Jo Carron
Knap & Vogt



Scott Ellison
Chemical Bank
KDL Board of Trustees



Mary Ford
Community Advocate



Jamie Junod
Stifel Nicolaus & Company, Inc.



Jim Komondy
Law, Weathers & Richardson, P.C.



Penny Weller
KDL Board of Trustees

Not Pictured: Dan Durkee (Fishbeck, Thompson, Carr & Huber, Inc.), Joy Fossel (Varnum Law) and Anna Hickman (Grand Rapids Metrology).

Donations to Kent District Library support initiatives such as:

Collections/Databases



Little Pim—a fun and convenient online tool to introduce children to foreign languages.

Programs/Events



The Kent County Teen Film Festival educating and celebrating young filmmakers.

Special Projects



Musical chimes in the Spencer Township Branch's Children's Exploration Garden.

DONATION REPORT

The Kent District Library Board of Trustees and Fund Development board extends a special thank you to the individuals, corporations and foundations that have generously supported Kent District Library in 2013. Community support through these donations allows KDL to continue to provide outstanding programming and services to our patrons.

THE KDL ENDOWMENT FUND

We gratefully acknowledge those gifts given to the KDL Endowment Fund from January 1 – December 31, 2013. The KDL Endowment Fund is held at the Grand Rapids Community Foundation.

GIFTS OF \$250+

John and Mary Lange
Gail DeYoung

GIFTS OF \$100+

Eli Lilly Foundation
Bill and Mary Ford (In
Memory of Martha West)
Cheryl Garrison

GIFTS OF \$1+

Mortimore Family
Linda Vos
Lance Werner
Heidi Nagel

THE KDL ANNUAL FUND

We gratefully acknowledge those gifts given to the KDL Annual Fund from January 1 – December 31, 2013. These gifts support collections and programs for all ages including, but not limited to: KDLville, *Play, Grow, Read* to Your Baby, early childhood education classes, KDL's summer reading program, computer classes, and the Teen Film Festival.

AUSTEN SOCIETY (GIFTS OF \$5,000+)

The Iserv Company
Meijer
PNC Foundation

TWAIN SOCIETY (GIFTS OF \$2,500+)

Blandford Nature Center
CompuCraft
Macy's

DICKENS SOCIETY (GIFTS OF \$1,000+)

Bloom Sluggett and Morgan, P.C.
Chemical Bank
Fifth Third Bank
Friends of the Cascade Township Library

Hungerford, Aldrin, Nichols & Carter, P.C.
Kenneth and Linda Krombeen
Norris, Perné & French, LLP
Steel Craft Technologies, Inc.

STEINBECK SOCIETY (GIFTS OF \$500+)

Applied Imaging
Aquinas College – Contemporary Writers Series
Mary Burns
Crowe Horwath, LLP
Fishbeck, Thompson, Carr & Huber, Inc.
Bill and Mary Ford

Foster Swift
Friends of the Englehardt Library
Karl Orthodontics
King Milling Company
Library of Michigan Foundation
Nucraft Furniture Company

Old Orchard Brands, LLC
Scott and Anne Rush
Stifel, Nicolaus & Company, Inc.
Phillip Van Baren
Wm.B Eerdmans Publishing
West Michigan Whitecaps

POE SOCIETY (GIFTS OF \$250+)

Amazon.com
Barbara Krause Bunbury
Linda Jo Carron
Cascade Engineering
Inta Grace

Eiko Kondo
Joshua and Melanie Meringa
Michigan Film Office
Nate and Carol Mohr
Megan Niergarth

Cornelius Plantinga
Carol Simpson
Mike and Brenda Warne
Steven Wuerthele
Richard and Barbara Young

ALCOTT SOCIETY (GIFTS OF \$100+)

William and Jill Beute
Martha Blandford
Michelle Boisvenue-Fox
Dick and Judy Byrne
Charles and Lucy Caldwell
Diane Carlson
Hazel Carpenter
David and Diane Comfort

Eli Lilly Foundation
Scott and Kathy Ellison
Barbara Fishback
Patricia Jane Flaherty
Karilyn Frederick
Charles and Betty Jean Fry
Frederick and Ruth Garver (In
Memory of Clyde L. Garver)

Kathryn Gerow
Sandra Graham
Christopher Haizman
Miles and Linda Huffaker
Paul and Diane Hummel
Douglas and Karen Irvine
Win and Kyle Irwin
Jean Iwema

ALCOTT SOCIETY (Continued...)

John and Mary Ellen Karcis	Martha Mealy (In Memory of Jane Mealy)	Robert and Karen Schermer
David and Jennifer Khorey	Laura Miller (In Memory of Gale Traywick)	Rosemary Schnipke
John Knoppers	Patrick and Christine Muldoon	Harold and Janet Schuiling (In Memory of Ada Mae Rozenboom)
Laurie Laarman	Jean Mulford	Brent and Diane Slay
Patrick Ladwig	Bonnie Munger	Jerome and Helen Smith
Lake Michigan Dental (In Memory of Vicki Lee Bliss)	Heidi Nagel	Shelly Smith
Dorothy Lorson	Valerie Nelson	Gary Stark
Gayle Lycos	Scott and Sarah Pastoor	Kathleen Underwood
Hugh and Georgia Makens	Aaron and Sharon Phipps	Ralph and Patricia Walsh
Joseph and Barbara Marconi	Essie Pringle	Don and Sandy Williams
Rodney and Mimi Martin	Ronald and Kathie Redman	Otis and Anne Wilson
George and Katy McAleenan	Lori Reineke	Mary Yoak
Kate McCarthy	Amy Rokos	

HEMINGWAY SOCIETY (GIFTS OF \$50+)

Terry and Geraldine Abel	Steven Handlovits	Ray and Francina Roberts
Edward Aboufadel, M.D.	Lonnie Hansen (In Memory of Vicki Lee Bliss)	Judson and Margaret Ross
Patsy Allen	Bill and Claudia Hardy	Howard and Carolyn Rubin
Dale and Carol Austin	Michael Harvey (In Memory of Gale Traywick)	Tammy Sadek, D.V.M.
Lou and Linda Berra	Dorothy Holt	Ken Schepers
Jack and Madelyn Bolt	Phil and Cherry Jacobus	Joy Smith
Sharon Bradt	Claire Johnston	Sandra Snabb
Gretchen Brink	Ethel Karsten	Shirley Switek
George and Sara D'Archangel	Herbert and Wilma Jean Krol	John and Cheryl Tully
Daniel and Jan Durkee	Lakeland Library Cooperative	Mike Waalkes
Tony and Jennifer Dykhouse	Arend and Nancy Lubbers	Cindy Wabeke (In Memory of Vicki Lee Bliss)
Jim and Harriet Engbers	Aaron Mansfield (In Memory of Gale Traywick)	Lois Waldecker
David and Ruth Fry	Charles and Noreen Myers	Suzanne Winter
Richard and Patricia Hall	Scott E. Petersen	Ronald and Diane Woods (In Memory of Mayor Richard L. Root)

DR. SEUSS SOCIETY (GIFTS OF \$1+)

Bernadine Agacinski	Daniel and Victoria Erickson	Emily Mitchell
Michael and Katrina Alexander	Paul and Betty Flak	Chrysteen Moelter-Grey
John Alt	Sandra Genson	Clarice May Mulder
James Andersen	William and Joanne Gerke	Lynette Mundwiler
Garnet Angel	Doris Gorney	Suzanne Naas
Edgar and Marie Ault	Patricia Hastings	Mark and Kathleen Newman
Dean and Janet Bailey	Jane Hesselschwerdt	Steven Norkus
Robin Baker	Lester and Chloe Jones	Sue O'Brien
Robert and Sandra Barkema	Sara Kaplan (In Memory of Gale Traywick)	Norma Oliver
Jean Barkin	Jon and Kerrie Karel	Dennis O'Neill
Carla Blandford	Mary Anne Karmes (In Memory of Gale Traywick)	Joan Parker
Jane Bodenmiller	Vicki Kimball	Janet Patsakos
Elaine Boone	David King	Gerrit and Janet Peddemors
Fred Jr. and Nancy Brailey	Robert Knapp	Linda Pepper
Mary Brander	Garry and Barbara Knott	Marjorie Peterson
Sandra Brinkman	Mara Knuble	Marie Powers (In Memory of Mary Storck)
Robert Burr	Peter Kroening (In Memory of William Klein)	Winifred Punt
Margaret Campbell	Mary Ann Lentz	Kyle Purdy
Sarah Dominic	Susan Lindahl	Jeff and Jim Ridings
Paula Down	Camilla Martin	Kathleen Ringeisen
Nancy Duiven	John and Patricia McCabe	Rolling Greene Condominium Association (In Memory of Vicki Lee Bliss)
Pamela Dutcher	Jean McCormick	Robert and Sue Ruby
Julie Ebels	Mary McGrath	Andrew and Sarah Rugg (In Memory of Gale Traywick)
Richard and Sandra Eby	Gene and Linda Michaels	Aaron and Rachel Sanders
Mike and Shelly Eddington (In Memory of Vicki Lee Bliss)	Glenda Middleton	

DR. SEUSS SOCIETY (Continued...)

Andy Saur	Mary Tracey	Karin Wier
Peggy Serulla	Judith Ullery	Judith Wietsma
Janet Simpson	Ardythe VanderVelde	Charles and Jane Willekes
Ray and Elizabeth Skeins	Grace Vegter	Lorraine Demorest Wood
Brian and Sandy Stone	Kenneth and Carol Wagner	Mary Wray
Nancy Swift	Patricia Walcott	William and Mary Yost
Frank Tally (In Memory of Gale Traywick)	Ona Wall	Clasina Young
Kathryn Taylor	Ruth Watson	

DONATIONS TO KDL BRANCHES

We gratefully acknowledge those gifts given specifically to Kent District Library branches from January 1 – December 31, 2013. These gifts support branch programming and services.

SHAKESPEARE SOCIETY (GIFTS OF \$10,000+)

Friends of the Cascade Township Library
Friends of the East Grand Rapids Library
Friends of the Grandville Library

DICKENS SOCIETY (GIFTS OF \$1,000+)

Guido A. and Elizabeth H. Binda Foundation
City of Grandville
Friends of the Wyoming Library
Grandville Downtown Development Authority
Grandville Rotary Club
Target Corporation
Wyoming Public Schools

POE SOCIETY (GIFTS OF \$250+)

Casnovia-Kent City Lion's Club
Elders Electric
Friends of the Caledonia Township Branch
Friends of the Kentwood Library
Grand Rapids Community Foundation
(Douglas Leon Spalding Memorial Fund)

ALCOTT SOCIETY (GIFTS OF \$100+)

Michael and Julie Bemben
Vern and Norma Boss
Grandville Ladies' Literary Club (In Memory of
Donna Nyman)
Scott and Molli Hartel
Laurian Hasselwander (In Memory of Norma
Sprague)
Kiwanis Club of Byron Center
Tom Long

HEMINGWAY SOCIETY (GIFTS OF \$50+)

Martha Brooks
Galaxy Pizza
Ruth Hagan (In Memory of Gale Traywick)
Stan and Jan Powers (In Memory of Luci King)
Jason and Shannon Rop
Stephanie Sanderson
John and Beth Simmons (In Memory of Ellen Wilder)

AUSTEN SOCIETY (GIFTS OF \$5,000+)

Friends of the Plainfield Township Library

TWAIN SOCIETY (GIFTS OF \$2,500+)

Alto Downtown Development Authority

STEINBECK SOCIETY (GIFTS OF \$500+)

Alpine Township
Cook Family Services
David Cramer, D.D.S.
Friends of the Spencer Township Library
Friends of the Walker Library
Kristin and Amy Smith

Scott and Gail Haebich (In Memory of Norma Sprague)
Highlands Middle School
Michigan Blood
Northview Public Schools
Rockford Sportsman Club

Sharon Lutz-Krebill
Marge's Donut Den
Julia Smith
Gordon and Esther Start
Everett and Gloria Swanson
Trudy Vermaire
Weller Auto Parts

Carol Simpson
Jeffrey and Melinda Smith (In Memory of Ellen Wilder)
Jay Stevens Salon
Peter and Judith Titta (In Memory of Katherine Williamson)
Scott and Sylvia Wormmeester
Wyoming Branch Staff
Cynthia J. Zientarski (In Memory of Ellen Wilder)

DR. SEUSS SOCIETY (GIFTS OF \$1+)

Mike Bishop	Luci King
Elizabeth Bovard	David and Jeanette Meyer
Terry and Robin Darling	Jack and Patti Peltier (In Memory of Mayor Richard Root)
Barb DeYoung	Angie Pope
Donna Dorey (In Memory of Lois Dewald)	Rogue River Readers' Book Club (In Memory of Jerry Davis)
Joyce Fick (In Memory of Bertel D. Kelly)	Janice Rowland (In Memory of Michael B. Handlin and Bruce Miller)
Grandville Ladies' Literary Club (In Memory of Gladys Kapenga)	Else Sorensen
Dennis and Flora Hautau (In Memory of Marion Robinson)	Denise Veldt
Jones Auto Parts (In Memory of Jack Nelson)	Vergennes Co-Operative Club
Cathleen Kaiser (In Memory of Pat Kaiser)	Karen Weeks (In Memory of Beatrice Rathbun)
Kentwood Cat Clinic	Penny Weller (In Honor of David Stracke and Laura Weld)

LEROY CARTER MEMORIAL DONATIONS (*East Grand Rapids Branch*)

Robin Bauer	John and Marilyn Drake
Joseph and Barbara Boland	Regis Halgren
Jan Bredeson	Walter and Joan Hill
Anita Carter	Barbara Hohman
Verle and Janet Carter	Wendy Larson
Deb Clark	Mary M. Leigh
Peter and Carol Cordes	Judith Schneider
Robert and Joanne Daun	Sonia E. Speakman

BARBARA CHAMPION MEMORIAL DONATIONS (*Cascade Township Branch*)

Burton and Mary Bouwkamp	Thomas and Sandra Levand
Cascade Community Foundation	John and Faye Miller
Angie Gilder	Janet Thompson
Jane Hardwicke	

MARY ANN GWATKIN MEMORIAL DONATIONS (*Englehardt Branch*)

Michael and Jeanne Arehart	Bruce Munroe
Ball Rentals	Richard and Nancy Paff
Donald and Flora Beachum	Charles and Maureen Richardson
Robert E. Collins	Lloyd Ritzema
Dolores Doyle	Vergennes Co-Operative Club
Gary and Sharon Eickhoff	

THOMAS PARKER MEMORIAL DONATIONS (*Walker Branch*)

Ann Constance	John and Cheryl Tully
Mark and Betty Krauss	David and Denise Overbeek
Jonathan and Nancy Macks	Sara VanderWerff

FRANCES BAKER SMILEY MEMORIAL DONATIONS (*Krause Memorial Branch*)

Dave Baker	Roger and Danna Ferris
Diane Baker	Lazelle Gill
Eric and Maria Baker	Tom Rademacher
Kevin and Kari Baker	

Kent District Library makes every effort to provide accurate information in this donation report. If you are aware of an error or omission, please contact Linda Krombeen at (616) 784-2092 or lkrombeen@kdl.org.

Branch Hours

ALPINE TOWNSHIP BRANCH

5255 Alpine Ave. NW, Comstock Park 49321

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00		1:00 to 5:00	9:30 to 1:30

ALTO BRANCH

6071 Linfield Ave., Alto 49302

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 1:30	12:00 to 8:00	12:00 to 8:00	1:00 to 5:00		9:30 to 1:30

BYRON TOWNSHIP BRANCH

8191 Byron Center Ave. SW, Byron Center 49315

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 8:00	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00

CALEDONIA TOWNSHIP BRANCH

6260 92nd St. SE, Caledonia 49316

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00		9:30 to 5:00

CASCADE TOWNSHIP BRANCH

2870 Jacksmith Ave. SE, Grand Rapids 49546

OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

*Closed Sundays in summer (Memorial Day to Labor Day).

COMSTOCK PARK BRANCH

3943 W. River Dr. NE, Comstock Park 49321

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00	1:00 to 5:00	1:00 to 5:00

EAST GRAND RAPIDS BRANCH

746 Lakeside Dr. SE, East Grand Rapids 49506

OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

*Closed Sundays in summer (Memorial Day to Labor Day).

ENGLEHARDT BRANCH

200 N. Monroe St., Lowell 49331

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	12:00 to 8:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00	9:30 to 1:30

GAINES TOWNSHIP BRANCH

421 68th St. SE, Grand Rapids 49548

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 8:00	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00

GRANDVILLE BRANCH

4055 Maple St. SW, Grandville 49418

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

KENTWOOD (RICHARD L. ROOT) BRANCH

4950 Breton SE, Kentwood 49508

OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

*Closed Sundays in summer (Memorial Day to Labor Day).

KRAUSE MEMORIAL BRANCH

140 E. Bridge St., Rockford 49341

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00	9:30 to 5:00	9:30 to 5:00

PLAINFIELD TOWNSHIP BRANCH

2650 5-Mile Rd. NE, Grand Rapids 49525

OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

*Closed Sundays in summer (Memorial Day to Labor Day).

SAND LAKE/ NELSON TOWNSHIP BRANCH

88 Eighth St., Sand Lake 49343

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	12:00 to 8:00	9:30 to 5:00	12:00 to 8:00		1:00 to 5:00	9:30 to 5:00

SPENCER TOWNSHIP BRANCH

14960 Meddler Ave., Gowen 49326

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
		12:00 to 8:00	1:00 to 5:00	12:00 to 8:00		9:30 to 1:30

TYRONE TOWNSHIP BRANCH

43 S. Main St., Kent City 49330

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
		12:00 to 8:00	9:30 to 5:00	4:00 to 8:00	1:00 to 5:00	9:30 to 1:30

WALKER BRANCH

4293 Remembrance Rd. NW, Walker 49534

OPEN HOURS

SUN	MON	TUE	WED	THU	FRI	SAT
	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

WYOMING BRANCH

& the Library for the Blind
and Physically Handicapped

3350 Michael Ave. SW, Wyoming 49509

OPEN HOURS

SUN*	MON	TUE	WED	THU	FRI	SAT
1:00 to 5:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 8:00	9:30 to 5:00	9:30 to 5:00

*Closed Sundays in summer (Memorial Day to Labor Day).

KDL SERVICE CENTER, 814 West River Center Dr. NE, Comstock Park, MI 49321

616-784-2007

18 locations, 1 convenient phone number.

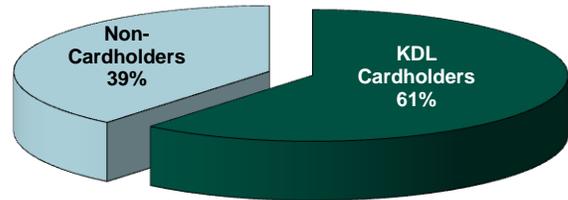
Long distance call 1-877-243-2466.

KDL Information.
Kent District Library Ideas.
Excitement!

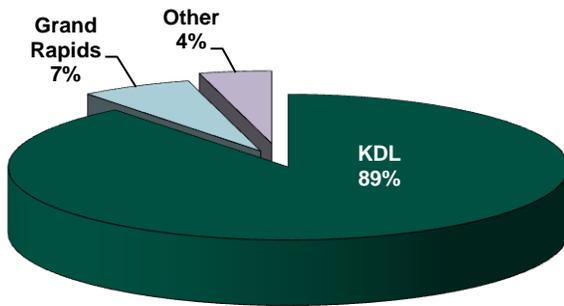
BRANCH FACTS

Branch Manager: Lori Holland
Population of Service Area: 72,125
Building Size: 48,950 square feet
Public Computers: 49
Staff: 18.1 FTEs
Open Hours: 61 hours per week

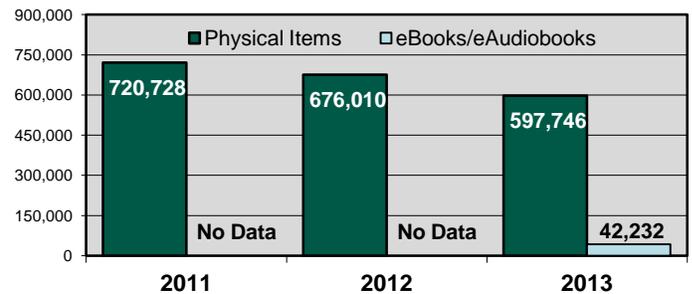
PERCENTAGE OF POPULATION WITH A LIBRARY CARD



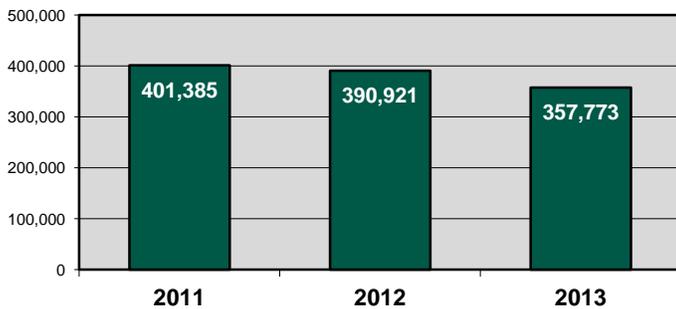
BRANCH CHECK-OUTS BY RESIDENT



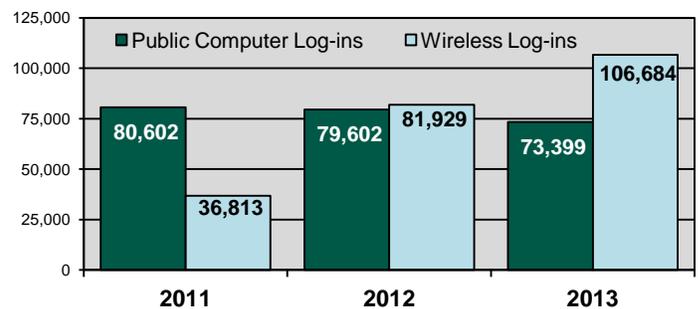
TOTAL ITEMS CHECKED-OUT
(5% decrease from 2012 to 2013)



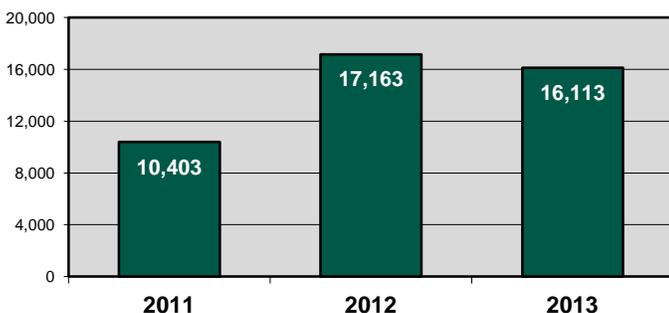
TOTAL BRANCH VISITORS
(9% decrease from 2012 to 2013)



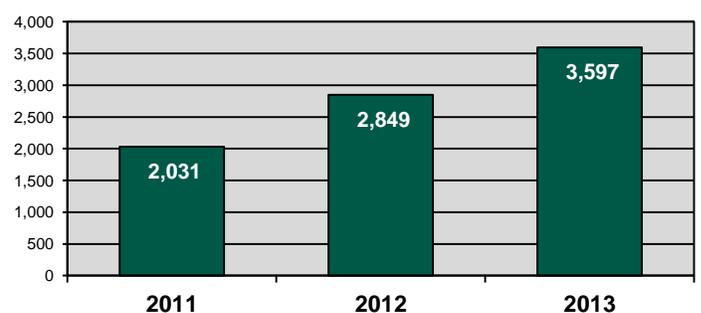
TOTAL BRANCH COMPUTER LOG-INS
(11% increase in total log-ins from 2012 to 2013)



TOTAL PROGRAM ATTENDANCE
(6% decrease from 2012 to 2013)



TOTAL SUMMER READING CLUB PARTICIPANTS
(26% increase from 2012 to 2013)



WYOMING DEPARTMENT OF PUBLIC SAFETY



ANNUAL REPORT 2013

JAMES E. CARMODY
DIRECTOR OF PUBLIC SAFETY

Introduction



Chief James E. Carmody

To Our Citizens:

As we close the final pages of an exciting and challenging 2013, the New Year is already shaping up to be one of the most transitional years in the history of the Wyoming Police Department. From this point forward, we set aside the title of Wyoming Police Department and will now be forever known as the Wyoming Department of Public Safety. A new organization, driven by decades of public safety professionalism, and dedicated to serve you with the same commitment to your safety.

For the seventh consecutive year, our total crime rates continue to place well below the national averages for Cities of equal size and population, dropping nearly five percent below 2012's total crime rates. Some of the criminal areas that we were concerned with in 2012, such as aggravated assaults, flattened out in 2013; with most other crime categories falling below last year's totals, as well. We are completely confident that, as we expand our proactive and innovative crime prevention and crime suppression efforts through the hard work and dedication of our police officers, the City of Wyoming will continue to enjoy crime rates that remain at historic lows.

As I stated in the first paragraph, we are now known as a Public Safety Agency. What does that mean to you? Well, in July of 2013 I was appointed as the Director of Police and Fire Services. In effect, that places both the police and fire services into one organization, with one administration. This consolidation was the culmination of more than three years of contract negotiations, staffing and service level assessments, training and equipment evaluations and meetings with some you - the stakeholders - to discuss what were the most critical issues that you face every day.

Once we established the organizational structure that would fit the needs of the community, we then set about determining how best to provide a combination of police and fire services, in the most efficient and cost effective manner without sacrificing the quality service that you have become accustomed to. New staffing strategies were developed that will give our fire fighting force more personnel during critical times during the day. Holes in the day time fire response schedules were filled with the implementation of cross training a number of our public works employees, an innovative program that is now being copied around the State. As part of this deployment strategy, we have also looked at moving staff and equipment around the other three fire stations based on the same principle of temporal disbursement, or having people and equipment at the right place for the right time.

Another patrol service improvement strategy involved the installation of Automated External Defibrillators (AED's) in all of our police patrol vehicles. Working on the principle of "closest unit," any critical medical call where the person may be experiencing heart failure will be broadcast as an ECHO call and any nearby patrol unit will immediately respond to utilize the AED or start CPR. And, I am happy to report that almost one year from the date we fully implemented this program, our officers and firefighters responded to one such call where the victim's heart had stopped beating. The officers used these new devices to revive the man and he is back living well and happy with his family.

Introduction

As far as total service delivery goes, we continue to introduce new innovations in proactive patrols, investigative services and community outreach. Our Community Service Officers (CSO's) have recorded hundreds of hours in building relationships and partnerships with both the residential and business community. Our School Resource Officers (SRO's) have been working with one local school district on turning around a significantly high truancy and tardiness problem. Partnering with Godfrey-Lee School District's "All-Day Every-Day" multidisciplinary approach to kids in the elementary school grades to reduce absenteeism and tardiness, we have seen the results of our collective efforts in the reduction of some of the most severe numbers by upwards to 70%. Keeping kids in school gives them a certain future.

Our patrol officers were working just as hard as they continued to conduct thousands of business property checks and school visits in 2013. Aggressive but fair traffic enforcement also has played a key role in crime reduction this past year. During the past five months of the year, three officers individually were responsible for the location and confiscation of eight illegal handguns during traffic stops. Those are eight guns that won't ever be used in the perpetration of a crime.

To aid our police officers and investigators, our Forensic Science Unit took possession of high-tech laboratory equipment that will now allow us to conduct our own serology tests for drunk drivers and drug cases, turning court cases over in days instead of months. As another aspect of our police/ fire consolidation we are now building a team of arson investigators – one officer from the fire service and one detective from the Criminal Investigation Division, who will work in tandem to bring each of their respective technical experiences to bear on arson investigations, which will also be supported by our highly trained forensic staff.

In closing, it is well known in our professional circles that we go nowhere without the much needed support of our clerical staff and our Senior Volunteers. Their work is absolutely critical to the successful accomplishment of our Mission, and they are a critical piece of our success in all that we do. It is, and will continue to be, a team effort from front to back, side to side. We are here to serve you and this community in the best possible way, and we do it with; HONOR, COURAGE, DUTY, and TRUST. We thank you, our City Administration, our Mayor and City Council for their continued support and confidence. Without it, we stand alone.

Sincerely,



Chief JAMES E. CARMODY
Director of Police and Fire Services
Wyoming Department of Public Safety



STAFF REPORT

DATE: May 29, 2014

SUBJECT: Budget Amendment in the Motor Pool Fund, Depreciation and Reserve, for the Replacement of Vehicles and Equipment

FROM: W. Scott Zastrow, Assistant Director of Public Works

Date of Meeting: June 2, 2014

RECOMMENDATION

It is recommended that the City Council authorize a budget amendment of \$50,000 to the Motor Pool Depreciation and Reserve, Capital Outlay, Vehicles account number 662-441-58500-985.000.

DISCUSSION

The Motor Pool Fund owns and maintains approximately 242 pieces of equipment, ranging from leaf trailers to fire trucks. Each year, a limited number of vehicles are identified for replacement after a review of their service life and maintenance history. This takes place during the annual budget process which is 6 to 12 months before the vehicles are replaced. By the time the budget year begins, some of the anticipated vehicle replacements are deferred and some unanticipated replacements are added – due to problems which necessitate earlier than anticipated replacement. It is also common for the actual cost of replacement, including the bid price and set up cost, to differ from the budgeted amount.

In the current FY2014 budget, \$1,330,630 was budgeted for the replacement of 31 vehicles and pieces of equipment. The attached budget amendment will increase the current budget by \$50,000 to \$1,380,630, for additional setup costs.

BUDGET IMPACT

As of May 29, 2014, the Motor Pool Restricted Fund Balance was approximately \$3,846,500, which is sufficient to fund the 55 vehicles in the fleet whose replacement has been postponed. Sufficient funds are also available for this budget amendment of \$50,000 to the Motor Pool Depreciation and Reserve, Capital Outlay, Vehicles account 662-441-58500-985.000.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TRANSFER OF
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES FROM
WELLER AUTO PARTS, INC. AND WELLER TRUCK PARTS, LLC
TO JASPER WELLER, LLC

WHEREAS:

1. The City established Industrial Development District Number 231, established by Resolution Number 19082 on May 24, 1999.
2. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2005-257 for Weller Auto Parts, Inc. for \$2,500,000 in real property and \$100,000 in personal property for twelve (12) years, expiring December 30, 2017, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
3. The City approved an Industrial Facilities Exemption Certificate now known as IFT No. 2011-079 for Weller Truck Parts, LLC for \$4,211,000 in real property and \$100,000 in personal property for twelve (12) years, expiring December 30, 2023, and authorizing the Mayor and City Clerk to sign the IFT Agreement as required under P.A. 198 of 1974.
4. Section 21 of P.A. 198 of 1974 provides for the transfer of Industrial Facilities Exemption Certificates with the approval of the local government unit.
5. Weller Auto Parts, LLC and Weller Truck Parts, LLC is no longer the owner of the facility at 1500 Gezon Parkway SW, Wyoming, MI and Jasper Weller, LLC is now the owner of the facility within Industrial Development District 231.
6. Jasper Weller, LLC is requesting the transfer of the existing real and personal property components of IFT No. 2005-257 and IFT No. 2011-079, which expire on December 30, 2017 and December 30, 2023, respectively, and have original total project investments of \$6,911,000.
7. Staff has reviewed this request and recommends the City Council approve the transfer of the real and personal property components of IFT No. 2005-257 and IFT No. 2011-079 to Jasper Weller, LLC.
8. Public Act 198 requires the City to hold a public hearing on the approval of this transfer.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of June 16, 2014, at 7:01 p.m. for a public hearing on whether to approve the transfer of IFT No. 2005-257 from Weller Auto Parts, Inc. and IFT No. 2011-079 from Weller Truck Parts, LLC to Jasper Weller, LLC.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

06/02/2014
Manager/KV

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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

Staff Report

Date: 05/27/2014
Subject: Jasper Well, LLC
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: June 16, 2014 City Council Meeting

Recommendation:

Staff recommends Council approve the transfer of IFT 2005-257 and 2011-079 from Weller Truck Parts, LLC (formerly Weller Auto Parts, Inc.) to Jasper Weller, LLC for the remaining three(3) and nine (9) years of these abatements.

Sustainability Criteria:

Environmental Quality – Approval of this request does not significantly impact environmental quality.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this request will help retain a local manufacturer and encourage future investment by Jasper Weller, LLC.

Discussion:

This facility has been operating and growing in the City of Wyoming under various Weller monikers for 74 years and is requesting the approval of a transfer of existing IFT certificates to Jasper Weller, Inc. Staff has reviewed the request, which is summarized below:

Address of project:	1500 Gezon Parkway SW Wyoming, MI 49509	
	<u>IFT 2005-257</u>	<u>IFT 2011-079</u>
Personal Property:	\$ 100,000.00	\$ 100,000.00
Real Property:	\$2,500,000.00	\$4,211,000.00
Estimated Jobs:	25 new jobs 130 retained jobs	50 new jobs 220 retained jobs
Expiration date of IFT:	December 30, 2017	December 30, 2023

Jasper Weller, LLC purchased Weller Truck Parts, LLC on March 31, 2014 and has indicated there will be no change in operations or employment numbers at this site as a result of this change in ownership.

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN APPLICATION
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
R.L. ADAMS PLASTICS, INC., IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Number 297, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 24794 on May 19, 2014.
2. R.L. Adams Plastics, Inc., has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to a new facility to be acquired and installed within Industrial Development District 297, with an estimated cost of \$2,506,038.00 for real property to be located at 5955 Cross Roads Commerce Parkway SW.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by R.L. Adams Plastics, Inc., for an Industrial Facilities Exemption Certificate shall be held at 7:02 p.m. on June 16, 2014, in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be published in a newspaper of general circulation in the City and posted in City Hall.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

Staff Report

Date: 05/28/2014
Subject: R.L. Adams Plastics, Inc.
From: Kelli VandenBerg, Assistant to the City Manager
Meeting Date: June 2, 2014 City Council Meeting

Recommendation:

Staff recommends an eleven (11) year IFT abatement be granted to R.L. Adams Plastics, Inc. based on the City of Wyoming's Economic Development Policy.

Sustainability Criteria:

Environmental Quality – R.L. Adams Plastics is responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City's Land Use Plan.

Social Equity – Approval of this application does not significantly impact social equity.

Economic Strength – Approval of this application will help retain and expand a local industrial company, encourage continued investment by R.L. Adams and provide additional employment opportunities to the area.

Discussion:

R.L. Adams has been operating in the City of Wyoming for 36 years and is requesting the approval of an Industrial Facilities Exemption Certificate (IFT). Staff has reviewed the IFT application, which is summarized below:

Address of project:	5955 Cross Roads Commerce Parkway SW Wyoming, MI 49519
Personal Property:	\$ 0.00
Real Property:	\$2,506,038.00
Estimated Jobs:	5 new jobs 37 retained jobs
Starting date of project:	June 2014

R.L. Adams Plastics, Inc. is requesting this abatement to assist in adding a 100,000 sq. ft. warehouse and connecting tunnel to support its existing operations. This facility will have four

(4) new loading docks and will house finished goods and raw materials. This project will allow for an improved work area in the primary manufacturing facility, increased ability to store raw materials and finished products and will require an additional 5 positions to support its operations.

Budget Impact:

The estimated first year tax savings for R.L. Adams Plastics, Inc., which is located in the Wyoming Public School District, is \$31,480.91.

[June 2, 2014]
[HAI]

RESOLUTION NO. _____

TO APPROVE AN APPLICATION BY THE
COMMUNITY ENRICHMENT COMMISSION OF THE CITY OF WYOMING
FOR A PERMIT FOR DISCHARGE OF FIREWORKS

WHEREAS:

1. The Fire Safety Act of 2011 requires that any permits issued under that act for the discharge of fireworks for a variety of purposes requires local legislative body approval.
2. The Community Enrichment Commission has made application to have a public display of fireworks, operated by licensed fireworks operator Melrose Pyrotechnics, Inc., following the Concerts in the Park event on July 1, 2014, at Lamar Park.
3. The Fire Service of the Department of Public Safety has reviewed the application and recommends approval.

NOW, THEREFORE, BE IT RESOLVED:

1. The Application by the Community Enrichment Commission for a fireworks permit for July 1, 2014 at Lamar Park is approved.

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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:

Permit Application
Certificate of Insurance
Permit Form

Resolution No. _____

Application for Fireworks Other Than Consumer or Low Impact
 Michigan Department of Licensing & Regulatory Affairs
 Bureau of Fire Services
 P.O. Box 30700
 Lansing MI 48909
 (517) 241-8847

Authority: 2011 PA 256 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.	
<input type="checkbox"/> Agricultural or wildlife fireworks <input type="checkbox"/> Articles Pyrotechnic <input type="checkbox"/> Display Fireworks <input type="checkbox"/> Special effects manufactured for outdoor pest control or agricultural purposes <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display		
NAME OF APPLICANT City of Wyoming Community Enrichment Commission	ADDRESS 1155 28th St. Sw, Wyoming, MI 49509	AGE (18 or over) n/a
IF A CORPORATION, NAME OF PRESIDENT Jack A. Poll, Mayor	ADDRESS 1155 28th St. Sw, Wyoming, MI 49509	
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT	ADDRESS	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Melrose Pyrotechnics, Inc.	ADDRESS P.O. Box 302, Kingsbury, IN 46345	AGE (18 or over)
NO. YEARS EXPERIENCE 17	NO. DISPLAYS 260+	WHERE Michigan, Illinois, Indiana
NAME OF ASSISTANT Steve Rauch	ADDRESS P.O. Box 123, Belding, MI	AGE 40
NAME OF OTHER ASSISTANT Mike Vanloo	ADDRESS P.O. Box 123, Belding, MI 48809	AGE 46
EXACT LOCATION OF PROPOSED DISPLAY Lamar Park		
DATE OF PROPOSED DISPLAY July 1, 2014	TIME OF PROPOSED DISPLAY dusk	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT no storage necessary		
AMOUNT OF BOND OR INSURANCE (To be set by local government) \$1M / \$2M / \$4M	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Everest Indemnity Insurance Co. / Travelers	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY Britton Gallagher, One Cleveland Center, Floor 30, 1375 East 9th St., Cleveland OH 44114		
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED	
1200	aerial display shells 1 to 3 inches in diameter	
SIGNATURE OF APPLICANT Title:	DATE Community Enrichment Commission	

APPLICATION FOR FIREWORKS DISPLAY PERMIT
 Michigan Department of Energy, Labor, & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 (517) 241-8847

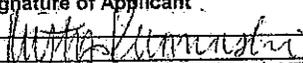
2014

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
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<input checked="" type="checkbox"/> PUBLIC DISPLAY	<input type="checkbox"/> AGRICULTURAL PEST CONTROL	Date of Application <i>04/23/14</i>
Name of Applicant <i>MELROSE PYROTECHNICS, INC.</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>	Age (18 or over)
If a Corporation, Name of President <i>MICHAEL CARTOLANO</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>	
If a Non-resident Applicant: Name of MI Attorney or Resident Agent <i>MIKE VAN LOO</i>	Address <i>9019 W. BELDING RD. SUITE 3, BELDING, MI 48809</i>	Phone No. <i>(616) 794-0205</i>
Name of Pyrotechnic Operator <i>BRIAN RAUCH</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>	Age (18 or over) <i>48</i>
No. Years Experience No. Displays <i>17 YEARS 260+</i>	Where <i>MICHIGAN, ILLINOIS, INDIANA</i>	
Name of Assistant: <i>STEVE RAUCH</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>	Age <i>40</i>
Name of Other Assistant: <i>MIKE VAN LOO</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>	Age <i>46</i>
Exact Location of Proposed Display <i>Lamar Park</i>		
Date of Proposed Display <i>July 4, 2014</i>	Time of Proposed Display <i>Dusk</i>	

No. Of Fireworks	Kind of Fireworks to be Displayed
<i>Approximately 1200</i>	<i>Aerial display shells ranging in size from 1 inch to 3 inches in diameter.</i>

Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities)
NO STORAGE NECESSARY, DELIVERED ON DATE OF DISPLAY

Amount of Bond of Insurance (to be set by local gov't) <i>\$5,000,000.00</i>	Name of Bonding Corporation or Insurance Company <i>BRITTON-GALLAGHER & ASSOCIATES</i>
Address of Bonding Corporation or Insurance Company <i>6240 SOM CENTER RD., CLEVELAND, OH 44139</i>	
Signature of Applicant 	For Melrose Pyrotechnics, Inc.

SEE OTHER SIDE FOR INSTRUCTIONS

2014

Permit for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing MI 48909
(517) 241-8847

Authority: 2011 PA 256	The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

Public Display		
ISSUED TO City of Wyoming - Melrose Pyrotechnics Inc.	AGE (18 or over)	
ADDRESS 1155 28th St. Sw, Wyoming, MI 49509 P.O. Box 302, Kingsbury, IN 46345		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Community Enrichment Commission of the City of Wyoming		
ADDRESS 1155 28th St. SW, Wyoming, MI 49509		
NUMBER AND TYPES OF FIREWORKS Approximately 1,200 aerial display shells 1 to 3 inches in diameter		
EXACT LOCATION OF DISPLAY OR USE Lamar Park, City of Wyoming, Michigan		
CITY, VILLAGE, TOWNSHIP City of Wyoming, Michigan	DATE July 1, 2014	TIME dusk
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$1M / \$2M / \$4M

Issued by action of the Legislative Body of a

City Village Township of _____ on the _____ day of _____

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID FOR THE YEAR SHOWN ONLY

RESOLUTION NO. _____

RESOLUTION TO EXERCISE THE RIGHT OF FIRST REFUSAL
TO ACQUIRE A TAX FORECLOSED PROPERTY FROM
KENT COUNTY FOR A DECLARED PUBLIC PURPOSE

WHEREAS:

1. The tax foreclosed property located at 1313 Rathbone St SW, PPN 41-17-02-179-019, has deteriorated in physical and economic condition, which necessitates acquisition, renovation and development to maintain property values; and
2. Non-profit housing developer Habitat for Humanity of Kent County has requested the City of Wyoming acquire this property from the tax foreclosure list, allowing for reasonable acquisition costs through the City to address blight; and
3. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby exercise its right of first refusal to acquire tax foreclosed property from Kent County for \$14,472.15, for the declared public purpose of eliminating slum and blight conditions.

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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY OF KENT COUNTY FOR THE TRANSFER OF PROPERTY

WHEREAS:

1. The tax foreclosed property located at 1313 Rathbone St SW, PPN 41-17-02-179-019, will be obtained by the City of Wyoming from Kent County, through tax acquisition, for a declared public purpose; and
2. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions; and
3. By partnering with area nonprofit housing developers such as Habitat for Humanity of Kent County, the City creates a partnership leveraging public and private resources for neighborhood improvements and the stabilization of property values, while expanding affordable housing opportunities.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby enter into a Development Agreement with Habitat for Humanity of Kent County for the transfer of property at 1313 Rathbone St SW, PPN 41-17-02-179-019, for the public purpose of eliminating slum and blight conditions, and also authorizes the Mayor and City Clerk to exercise a conditional quit claim deed to transfer 1313 Rathbone St SW, PPN 41-17-02-179-019 to Habitat for Humanity of Kent County, for the total amount of \$14,472.15 for the reimbursement of City acquisition costs.

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 June 2, 2014.

ATTACHMENT:

Development Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

NON-PROFIT HOUSING DEVELOPERS AGREEMENT TO ACQUIRE TAX FORECLOSED PROPERTY

This AGREEMENT is made and entered into this 16th day of June, 2014 between Habitat for Humanity of Kent County, a Michigan Non-Profit Corporation, 425 Pleasant St. SW, Grand Rapids, MI 49503, hereinafter called "Non-Profit Housing Developer (NPH Developer)", and the City of Wyoming, a Michigan Municipal Corporation, 1155 28th St SW, Wyoming, MI 49509, hereinafter called "City of Wyoming".

Recitals

- A. The State of Michigan has adopted Public Act 344 of 1945 defining "Blighted Property" as a property that is a public nuisance in accordance with local housing, building, plumbing, fire, or other related code or ordinance; is an attractive nuisance because of physical condition or use; or is a fire hazard or is otherwise dangerous to the safety of persons or property; or has had the utilities, plumbing, heating, or sewage disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use; or the property has code violations posing a severe and immediate health or safety threat.
- B. As provided for in state law, the City of Wyoming may exercise its right of first refusal to remove properties from the County's Tax Foreclosure Sale for the purpose of public good, including for blight remediation.
- C. The City of Wyoming must pay a minimum bid price to the Kent County treasurer which consists of unpaid taxes, interest, penalties, interest and fees (including unpaid notice and recording costs).
- D. The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the elimination or prevention of blight.
- E. A NPH Developer may request the City of Wyoming to acquire on its behalf a tax-foreclosed property located within the City of Wyoming, County of Kent, Michigan. All requests will be submitted to the City of Wyoming City Council for approval. The City of Wyoming reserves the right to approve or reject any Tax Foreclosed Property Request based on the need, pre-existing development plans by the City of Wyoming, or the proximity of the requested property to recent or current investment by the NPH Developer, and the overall reasonableness of the request.
- F. The City of Wyoming has agreed to acquire certain tax-foreclosed property on behalf of the NPH Developer under the terms set forth below.

Terms and Conditions

Now, therefore, in consideration of the mutual covenants, set forth herein, the parties agree as follows:

- 1. The City of Wyoming shall include the NPH Developer's request for the acquisition of the tax foreclosed property(ies) approved by the City of Wyoming City Council from the list attached Exhibit A, hereinafter "Property."
- 2. The City of Wyoming shall take the necessary steps to attempt to acquire the Property with the intent of conveying the Property to the NPH Developer for the public purpose of rehabilitation or new construction for the purposes of stabilizing property values and reducing blight in their target neighborhoods.
- 3. The NPH Developer agrees to complete demolition, rehabilitation, and/or construction of new housing on the Property within twenty-four (24) months of the City of Wyoming's conveyance. The NPH

Developer shall comply with all applicable housing and nuisance codes, all applicable State and Federal laws and regulations, and shall submit any required plans, reports, and appeals to the City of Wyoming as requested. If the rehabilitation or new construction is not completed within twenty-four (24) months of the conveyance, NPH Developer shall return the property to the City of Wyoming upon request of the City of Wyoming. NPH Developer agrees that it shall return the Property acquired under the terms and conditions of this Agreement to the City of Wyoming under the following circumstances:

- A. It does not successfully obtain insurable title or evict occupants as necessary within twelve (12) month's of the City of Wyoming's conveyance.
 - B. It does not complete the required rehabilitation or new construction in accordance with the terms and conditions of this Agreement within 24 months of the City of Wyoming's conveyance (or) receive an extension executed as an addendum of this agreement and based on the City of Wyoming's approval and finding that significant progress has been made and a new deadline is supportable by evidence of schedule and financial support.
 - C. The City of Wyoming, at its sole discretion, determines the NPH Developer has violated any covenant or condition set forth in this Agreement.
 - D. The NPH Developer hereby acknowledges and agrees the acquisition costs they Expend, as outlined in Paragraph 7, 8 and 10, of this Agreement shall not be refunded.
4. NPH Developer covenants and agrees to be bound by a final determination made by the City of Wyoming, or its designee, that any or all of the conditions or covenants herein set forth have been breached, and that upon thirty (30) days written notice by the City of Wyoming to the NPH Developer of such a formal determination of breach, the NPH Developer shall surrender and quit unto the City of Wyoming the Property acquired under the terms and conditions of this Agreement.
 5. Upon the occurrence of the events specified in Paragraphs 3 and 4, the City of Wyoming, its successors or assigns, may enter upon the Property or any part then remaining, and terminate the estate hereby conveyed and thereafter hold the land and improvements thereon in fee simple absolute as if this conveyance had never been made.
 6. Any sale, conveyance, lease or transfer of any nature or kind of the Property prior to completion of the rehabilitation or new construction project anticipated in this Agreement by the NPH Developer is hereby prohibited unless said sale, conveyance, lease, encumbrance, or transfer is made with the express, advance written approval of the City of Wyoming.
 7. The NPH Developer shall deposit with the City of Wyoming a good faith deposit equal to \$500.00 per property. The balance of the purchase price will be due at closing between the NPH Developer and the City of Wyoming.
 8. The deposited monies shall be retained by the City of Wyoming to reimburse the City of Wyoming for its acquisition costs, including recording fees at the time the Property is conveyed to the NPH Developer.
 9. If the City of Wyoming fails to acquire and convey the tax-foreclosed property to the NPH Developer it shall return the monies held on deposit to the NPH Developer.
 10. If the City of Wyoming's costs to acquire and convey the Property exceed the monies held on deposit, the NPH Developer shall reimburse and pay to the City of Wyoming its additional incurred expenses at the time of the conveyance of the Property.

11. If the City of Wyoming's costs to acquire and convey the Property are less than the monies held on deposit, the balance shall be returned to the NPH Developer at the time of the conveyance.
12. The City of Wyoming is not obligated to acquire the Property, but will make reasonable efforts to do so. The City of Wyoming is not liable for the failure to acquire the property, or the quality or marketability of the title to any property transferred under this agreement. The City of Wyoming will convey its interest in the Property by quitclaim deed. The City of Wyoming recommends the NPH Developer obtain an opinion of title or title commitment from a recognized title insurance company regarding the condition of title to be conveyed under this agreement. These expenses or additional expenses required to clear titles will be paid by the NPH Developer.
13. The City of Wyoming shall have no obligations to evict any persons occupying the property. The NPH Developer agrees to take all steps necessary to, if necessary evict occupants at its expense.
14. NPH Developer agrees that it shall pay all real and personal property taxes, water bills, nuisance liens, special assessments or any other costs levied against the Property on or before the date said taxes and/or special assessments become due and payable.
15. No party to this agreement shall have the right to assign its rights or delegate its obligations under this Agreement without the prior written consent of all other parties hereto.
16. Miscellaneous
 - a. This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their successors and assigns.
 - b. This Agreement shall be governed by and construed according to the laws of the State of Michigan.
 - c. The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of any of the remaining terms and provisions in the Agreement, all of which shall remain in full force and effect.
 - d. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and all prior agreements with respect thereto are merged herein.
 - e. This Agreement may be amended only by a written instrument signed by all parties hereto.
 - f. This Agreement may be signed in one (1) or more counterparts, all of which together shall constitute one (1) and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF WYOMING, a
Michigan Municipal Corporation

By: _____
SIGNATORY OR AGENT

Attest: _____

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

On this _____ day of _____, 2014, before me, the subscriber, a Notary Public in and for said County, personally appeared SIGNATORY OR AGENT of the City of Wyoming, Kent County, Michigan, to me known to be the same person described in and who has executed the within instrument, and acknowledged the same to be his free act and deed.

Notary Public, Kent County, Michigan
My commission expires _____

By _____

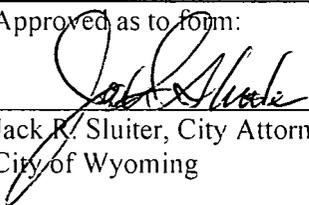
Its _____

STATE OF MICHIGAN)
) SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the Executive Director of _____, a Michigan Non-Profit Corporation, on behalf of said corporation.

Notary Public, Kent County, MI
My Commission Expires _____

Approved as to form:



Jack R. Sluiter, City Attorney
City of Wyoming

EXHIBIT A

City of Wyoming Tax NPH Developer Foreclosed Property Request Form

Name of Organization: Habitat for Humanity of Kent County

Address: 425 Pleasant SW, Grand Rapids, MI 49503

Name of Staff Responsible for Request: Ivor Thomas Title: Director of Community Development

Phone: 616 588 5256

Email: ithomas@habitatkent.org

Note: The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the removal or prevention of blight. As such the NPH Developer must provide documentation of proof that the properties being requested are part of the organization's comprehensive revitalization plan, past, or current efforts. This can be exhibited through but not limited to:

- Providing a board approved geographic target area.
- Providing existing current written community revitalization plans for the area that includes the requested property.
- Providing proof that the organization has completed the rehabilitation or new construction properties within a defined target area that includes the requested property
- The City of Wyoming is willing to consider other reasonable requests for properties based on the general need to reduce blight and preserve property values.

Please list the properties your organization is requesting. Attach the requested documentation to validate that the properties being requested meet the goal of the City of Wyoming to preserve property values through the elimination or prevention of blight.

Please call Rebecca Rynbrandt at 616-261-3520 to find out the amount required to purchase a specific property.

PP#	House Number	Street	Amount
411702179019	1313	Rathbone St SW	\$14,472.15

Please note that the City of Wyoming requires deposit payment in full by July 15th.

Signatory of NPH Developer: By signing below, I affirm I have the legal authority to make this request on behalf of the organization/agency.

_____ Date _____

Name, Title

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH HABITAT FOR HUMANITY OF KENT COUNTY

WHEREAS:

1. The 2014/2015 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. An Exterior Home Repair Program will be administered by Habitat for Humanity for single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners.
3. Funds shall be available for the activity under Account # 256-400-69215-956.150.

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 Habitat for Humanity of Kent County for an amount not to exceed \$15,000.00.

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 June 2, 2014.

ATTACHMENTS:

Agreement

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: June 2, 2014

Subject: Habitat for Humanity of Kent County Contract – CDBG Funding 2014-2015

From: Rebecca Rynbrandt, Director of Community Services

Cc: Mary Buikema, Habitat for Humanity of Kent County

Meeting Date: June 2, 2014

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2014-15 budget review and acceptance process of the City Council, the budget of which included a grant award to Habitat for Humanity of Kent County through the Community Development Block Grant restricted funds, it is recommended the City Council now therefore enter into the attached contract with Habitat for Humanity of Kent County.

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, 2014 through June 30, 2015 on Monday, April 7, 2014. Included within the plan is to provide support for specific home repair services for low to moderate income Wyoming residents. To this end, we are proposing this agreement with area non-profit Habitat for Humanity of Kent County.

This agreement includes providing an Exterior Home Repair Program for single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$15,000.00. Sufficient funds are available in the activity account #256-400-69215-956.150.

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
HABITAT FOR HUMANITY OF KENT COUNTY
JULY 1, 2014 THROUGH JUNE 30, 2015**

THIS CONTRACT, is entered into this _____ day of _____, 2014, effective from July 1, 2014 through June 30, 2015 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 **Habitat for Humanity of Kent County**, a non-profit corporation organized and existing under the laws of the State of Michigan, hereinafter called the "Contractor".

WITNESSETH THAT:

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

WHEREAS, the Contractor 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 Contractor 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 Contractor.
2. The objectives are to preserve and improve the eligible housing stock within the City of Wyoming by means of:
 - a. Providing an Exterior Home Repair Program. The purpose of this program is to provide exterior home repairs to single family owner-occupied households in the Godfrey-Lee Neighborhood Area for low/moderate-income homeowners. The Godfrey-Lee Neighborhood Area is located within Census Tracts 133-1 and 133-2, bounded on the North by the City Limits, on the East by Clyde Park Avenue, on the South by Burton Street and on the West by Burlingame Avenue.

SECTION 2 - GENERAL PROVISIONS FOR REPAIR PROGRAM:

1. The Contractor shall accept all requests from eligible persons desiring home repair assistance. The Contractor shall investigate the nature of the assistance desired and needed, shall take an application for said assistance, or place the request on a waiting list. When demand for the repair program exceeds the Contractor's ability to supply the service, the Contractor 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 the repair program. The co-payment policy may be amended by the Contractor's Board of Directors upon approval by the City.
4. If the Contractor should encounter critically needed repairs that would exceed the annual limits of the repair program, those situations shall be referred to other repair/rehab programs including, but not limited to, other programs operated by the Contractor and/or the City, and the inspection reports and cost analysis information developed by the repair program shall be provided to those programs. Also, in those instances where the Contractor shall encounter conditions which are beyond its capacity to correct, but which fall within the dollar limit for repairs, the Contractor 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 Contractor or its designee shall verify the eligibility of applicants using the criteria set forth in this agreement. The income guidelines for the repair program shall be 80% of area median income as calculated by the Federal Government.
6. The Contractor shall be properly licensed to provide the services required by this Contract. The Contractor and its assigns shall secure permits as required. Permit fees are an eligible repair cost.
7. The Contractor agrees to coordinate its activities with existing CDBG-funded organizations providing services within the Contractor's area of Contract activities.
8. The Contractor shall maintain insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils, subject to City approval.
9. The Contractor may provide up to 22 hours of on-the-job training in the repair program for its employees. These hours will not be charged against a homeowner's annual maximum.

SECTION 3 - EXTERIOR HOME REPAIR PROGRAM:

1. The Contractor shall provide exterior home repair services, including labor and materials of subcontracted repairs, to a minimum of 8 homes of low/moderate-income homeowners. 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 Contractor shall make the minimal necessary repair(s) to correct the problem. Attention should also be paid 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 Habitat for Humanity will not necessarily bring the condition of a dwelling up to building or housing code standards. The maximum amount paid by the City for exterior home repair services under this Contract shall be \$15,000.00 except as revised by Sections 12, 13, and 14.
2. The Contractor shall service the homes of eligible owner-occupants up to a maximum of \$2,500.00 per location throughout the period of this Contract year. This limit may be exceeded with prior approval of the Contractor'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 Contractor shall review with each homeowner receiving service which 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 Contractor 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 – WARRANTY/APPEAL:

1. Contractor home repair 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 Contractor liability. Further requirements may be introduced to facilitate quality control site visits.

2. The Contractor agrees to provide in writing to each home repair recipient a statement which constitutes a 12-month warranty to repair, without charge to the client, defective materials or workmanship. Roof repair and patching concrete steps are specifically excluded from the warranty. The Contractor shall submit an annual report to the City identifying warranty repairs.

SECTION 5 - LOSS OF CLIENT ELIGIBILITY:

1. The Contractor 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 Contractor may deny all services to a client who has been physically or verbally threatening to the Contractor'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 Contractor's complaint policy.
4. The Contractor 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 6 - HOUSES FOR SALE/RENTAL UNITS:

1. The Contractor 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. 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 and
 - b. The household income of the rental unit combined with the owner's household income falls within the income guidelines.

SECTION 7 - OVERRUNS:

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

be assisted. The Contractor shall submit an annual report detailing the overruns of the home repair program.

SECTION 8 - 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 Contractor 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 Contractor 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 Contractor until all litigation, claims or audit findings involving the records have been resolved.

SECTION 9 - REPORTS AND INFORMATION:

1. Financial Records and Reports. The Contractor 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 Contractor shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
2. Administrative Practices and Policies. The Contractor 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 Contractor'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, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor 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. Contractor 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractor will send to each labor union or representative or workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Contractor 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. Contractor 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 Contractor'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 Contractor 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.

CDFA Program Title – Community Development Block Grants/Entitlement Grants
CDFA Number – 14.218
Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
Type of Assistance – A-Formula Grants
Award Year – 2014/2015
Project – Rehabilitation-Habitat for Humanity
Project Description – Low/moderate-income households have affordable needed housing repairs with the Godfrey-Lee Neighborhood Area
Project Funding - \$15,000.00

SECTION 10 - 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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 contractor 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractor'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 11 - TIME OF PERFORMANCE:

1. On July 1, 2014, the Contractor shall commence performance of the services and activities required under this Contract.
2. The Contractor shall continue to perform such services and activities until the expiration of this Contract on June 30, 2015, unless otherwise terminated pursuant to the terms of this Contract.

SECTION 12 - COMPENSATION AND METHOD OF PAYMENT:

1. As full compensation for the Contractor's satisfactory performance under and completion of this Contract, the City hereby agrees to pay the Contractor an amount up to Fifteen Thousand and 00/100 dollars (\$15,000.00) from the City's Community Development Block Grant funds for the home repair program.
2. It is expressly understood by and between the City and the Contractor that in no event shall the total compensation and reimbursement, if any, to be paid to or on behalf of the Contractor pursuant to this Contract, exceed the maximum sum of Fifteen Thousand and no/100 dollars (\$15,000.00) from the City's Community Development Block Grant funds.
3. The Contractor agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
4. The Contractor agrees to expend the funds on a monthly reimbursable basis, or as mutually agreeable between the City and the Contractor.

SECTION 13 - 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 30.

SECTION 14 - FINANCE PROCEDURES:

1. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to the Contractor, notwithstanding any other provision of this Contract, upon written notice to the Contractor 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 Contractor'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 15 - DONATION AND FEES:

Donations and fees which are received by the Contractor 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 16 - 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 Contractor is required to perform pursuant to this Contract; provided, however, that such modifications are mutually agreed upon by the City and the Contractor, and incorporated into written amendments to this Contract after approval by the City.

SECTION 17 - CONTRACTOR'S FAILURE OF PERFORMANCE:

The failure of the Contractor 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 Contractor and allow the Contractor ten (10) days to cure any such failure to perform work or services in a timely manner.
3. In the event the Contractor 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 Contractor.
4. Reduction of Compensation by the City. In the event the Contractor 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 Contractor in a manner which appropriately reflects such reduction or diminution of services or activities.
5. Termination by the City:
 - A. In the event the Contractor fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if the Contractor 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 Contractor 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 Contractor with City funds pursuant to the Contract, shall become the property of the City.
 2. The Contractor shall receive just and equitable compensation for any work which the Contractor 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 Contractor upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

- b. Relieve the Contractor of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by the Contractor; and if it sustains such damages, the City may withhold as a set off any payments due the Contractor, 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 18 - 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 Contractor shall:
 - A. Make available to the City 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 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 to review such documents that are considered as backup to the operation of the Contractor, regardless of funding source.
2. Within one hundred eighty (180) days after the end of its fiscal year, the Contractor shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."
3. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

SECTION 19 - CONFLICT OF INTEREST:

1. 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 (Section 2) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
2. 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 whom they have family, business or other ties.

SECTION 20 - ASSIGNMENT AND TRANSFER OF INTEREST; SUBCONTRACTING:

The Contractor 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 Contractor 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 Contractor shall promptly notify the City of any such assignment or transfer.

SECTION 21 - 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 22 - "SAVE HARMLESS" CLAUSE:

The Contractor 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 Contractor 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 Contractor 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 Contractor under the terms and conditions of this Contract. The Contractor 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 23 - CIVIL RIGHTS:

1. The Contractor 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor will send to each labor union or representative of workers with which the Contractor 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 Contractor'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 Contractor'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 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 Contractor 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 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.

SECTION 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.

SECTION 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.

SECTION 28 - 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 29 – 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 Contractor will comply with the requirements and standards specified in the following federal regulations:

1. OMB Circular A-122, "Cost Principals for Non-Profit Organizations".
2. OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".
3. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".
4. Subpart K of 24 CFR570, "Other Program Requirements", except that the Contractor does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process.
5. Subpart J of 24 CFR570.504(c), HUD Program Income Requirements.
6. Subpart J of 24 CFR 570.502(a)(7), Reversion of Assets.

SECTION 30 - TERMINATION AT CITY'S ELECTION:

The City may, upon thirty (30) 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 Contractor is in default of any condition or obligation under this Contract. Once the City has provided written notice to the Contractor, the City shall not be obligated to supply financial assistance in an amount greater than the average monthly payment to the Contractor 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 Contractor for any required expenses in excess of the average monthly payment.

SECTION 31 – REVERSION OF ASSETS:

When this Contract ends, the Contractor 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.

IN WITNESS WHEREOF, the City and the Contractor 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
Heidi A. Isakson, City Clerk

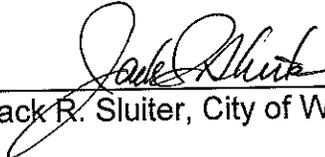
HABITAT FOR HUMANITY OF KENT COUNTY

By: _____ Date
Julie Towner, Chairperson

By: _____ Date
Mary Buikema, Executive Director

Period: July 1, 2014 through June 30, 2015
Page 17

Approved as to form:



Jack R. Sluiter, City of Wyoming

**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
1. Commercial General Liability Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
2. Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
3. Worker's Compensation d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
4. Excess/Umbrella Coverage	See bid specification requirements
5. Contract Bonds a) Bid b) Performance c) Payment d) Maintenance	See bid specification requirements
6. Owners Contractors Protective	As specified for individual project specifications
7. Commercial General Liability and Motor Vehicle Liability , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess. Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
8. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.



**City of Wyoming
INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

COMPANY NAME TITLE

SIGNATURE DATE



Return to:

Community Development Department
City of Wyoming
1155 - 28th St SW
Wyoming, MI 49509

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 six 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 2014-2015 budget, the City of Wyoming has approved funding the areas 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.
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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENT:

Agreement

Resolution No. _____

STAFF REPORT

Date: June 2, 2014

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

From: Rebecca Rynbrandt, Director of Community Services

Cc: Maureen Noe, President/CEO, United Way

Meeting Date: June 2, 2014

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 last six years, the City of Wyoming has seen an increase in reported cases of panhandling, homeless camps, and persons who are homeless throughout the community. In response, the City has assigned myself to become an active member of the CoC/Coalition to End

Homelessness Steering Committee, identified support of the CoC in the CDBG Action Plan as a priority, and approved \$10,000 in the 2014-2015 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 2014-2015 CDBG budget, not to exceed \$10,000, for this purpose.

**CONTRACT BETWEEN
THE CITY OF WYOMING
AND
THE HEART OF WEST MICHIGAN UNITED WAY
JULY 1, 2014 THROUGH JUNE 30, 2015**

THIS CONTRACT, entered into this ____ day of _____, 2014, effective from July 1, 2014 through June 30, 2015 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 "United Way").

WITNESSETH THAT:

WHEREAS, the City, as a recipient of 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 United Way; and

WHEREAS, the City and area nonprofit agencies obtain resources to deal with the problems of homelessness from HUD by submitting funding applications through United Way 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 United way 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 United way do mutually agree as follows:

I. 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 United Way under Section 2 below. The objective of said services and activities is to reduce the

problems of homelessness by providing funding to United way, 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, United Way shall perform in a lawful, satisfactory and proper manner, the following services and activities:

- a. United Way 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. United Way will invoice and collect from the City a total of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) to be used to reimburse United Way the cost of providing the coordination and consultation needed to develop and write a Continuum of Care strategy.
- c. United Way, 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, 2014, United Way shall commence performance of the services and activities required under this Contract.
- b. United Way shall continue to perform such services and activities until the expiration of this Contract on June 30, 2015, unless otherwise terminated pursuant to the terms of this Contract.

4. Compensation and Method of Payment.

- a. As full compensation for United Way's satisfactory performance under this Contract, the City hereby agrees to pay United Way the amount of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) in accordance with the following schedule:
 - 1) The City shall pay United Way 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 United Way that in no event shall the total compensation and reimbursement, if any, to be paid to United Way 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. United Way agrees that it will maintain an operational internet website accessible to the general public. United Way further agrees that it will, as well as provide copies of these documents, disclose current financial information displaying in standard format annual audited financial statements, budget documents, balance sheets, income and expenditure statements, statement of retained earnings or fund balance, monthly or quarterly budget or funds report on its website to reasonably inform the public about its finances. United Way agrees to provide necessary technical information (link, URL, etc.) for the City to appropriately connect the public from its website to United Way's financial webpage.

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 24.

7. Finance Procedures.

The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to United Way under Section 4 herein, notwithstanding any other provision of this Contract, upon written notice to United Way 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 United Way'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 United Way in connection with provision of services under 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.

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 United Way 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 United Way, and incorporated into written amendments to this Contract after approval by the City.

10. United Way's Failure of Performance.

- a. Breach of Contract. The failure of United Way 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 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 United Way and allow United Way ten (10) days to cure any such failure to perform services in a timely manner.
 - 3) In the event United Way fails to cure the unsatisfactory or untimely work or performance pursuant to the requirement of subsection (2) above, the County may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to United Way.
- b. Reduction of Compensation by the City. In the event United Way 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 United Way in a manner which appropriately reflects such reduction or diminution of services or activities.
- c. Termination by the City. In the event United Way fails to fulfill in a timely and proper manner, any of the terms, conditions, or obligations of this Contract, or if United Way violates any of the covenants, agreements, or stipulations of this Contract, the City with sixty (60) days written notice to United Way, may terminate this Contract with no further liability to United Way beyond that expressly provided for within Section 9 hereof.
 - 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 United Way with City funds pursuant to the Contract, shall become the property of the City; and
 - b) United Way shall receive just and equitable compensation for any work which United Way 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 United Way upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

- b) Relieve United Way of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by United Way; and if it sustains such damages, the City may withhold as a set off any payments due United Way, 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 United Way from mutually agreeing to terminate this Contract.

11. Reports and Information.

- a. Financial Records and Reports. United Way 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 United Way shall conform to the regulations found at 24 CFR Part 85 entitled "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
- b. General Operational Information. Every three (3) months, starting three (3) months from the effective date of this contract, United Way shall make a written report to the City as may be required from time to time by the City. Such written reports shall include, but shall not be limited to, a description of all services which have been rendered pursuant to this Contract since the last preceding such report and shall be in a form and shall contain such other information as the City may specify. Failure of United Way to submit within a reasonable time such reports regarding the operations of United Way shall be considered a material breach of this Contract. The Agency shall provide a final report to the City no later than July 31, 2015.
- c. Administrative Practices and Policies. United Way shall follow and conform to the administrative practices and policies established for its operation by United Way. United Way 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.).
- d. Equal Opportunity Employment. United Way 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.
- e. Community Development Program Reports. United Way 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 the following reports, in formats approved by the City, by July, 31, 2015.
- f. 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.

- g. Demographic Report. 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, United Way agrees to submit special reports when requested.

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

CDFA Program Title – Community Development Block Grants/Entitlement Grants

CDFA Number – 14.218

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

Type of Assistance – A-Formula Grants

Award Year – 2014/2015

Project – United Way-Administration

Project Description – Kent County area residents, which includes the City of Wyoming, have affordable administration of homeless programs for the purpose of providing a suitable living environment.

Project Funding - \$10,000

12. Eligible Costs of United Way.

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 OMB Circular A-122, entitled "Cost Principles for Nonprofit Organizations."

13. Records and Documentation.

- a. Establishment and Maintenance of Records. United Way 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, United Way shall maintain all records related to this Contract, including financial records and accounts, for a period of six (6) years after receipt of final payment under this Contract.
- c. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by United Way 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, United Way shall:
 - 1) Make available to the City 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 designee, 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 designee, to review such documents pertaining to this Contract and the Continuum of Care strategy that are considered as backup to the operation of United Way, regardless of funding source.
- b. Within one hundred eighty (180) days after the end of its fiscal year, United Way shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations".
- c. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

15. Conflict of Interest.

- a. United Way 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. United Way 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.

16. Assignment and Transfer of Interest; Subcontracting.

United Way 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 United Way 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 United Way shall promptly notify the City of any such assignment or transfer.

17. 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.

18. Save Harmless Clause.

United Way shall indemnify and save harmless the City 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 United Way 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 United Way 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 United Way under the terms and conditions of this Contract. United Way 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.

19. Debarred or Ineligible Contractors.

The sub-recipient 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 sub-recipient during any period of debarment, suspension, or placement or ineligibility status.

Sub-recipients 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>.

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. CTW will comply with the requirements and standards specified in the following federal regulations:

OMB Circular A-122, "Cost Principals for Non-Profit Organizations".

OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".

Subpart K of 24CFR570, "Other Program Requirements", except that CTW 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.

21. Insurance.

United Way shall purchase and maintain, at its sole expense and as long as it is providing services to City, the following insurance coverage:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include City as an additional insured for work performed by United Way in accordance with this Agreement.

Minimum Limits:

\$1,000,000 per occurrence/\$2,000,000 general aggregate
\$2,000,000 aggregate for products and completed operations
\$1,000,000 personal and advertising injury

- b. Automobile – Michigan no-fault coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by United Way in accordance with this Agreement.

Minimum Limits:

No-fault coverage – statutory
\$500,000 per person/\$1,000,000 per accident – bodily injury
\$500,000 per occurrence – property damage
or
A combined single limit of \$1,000,000 per occurrence

- c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

Workers' Compensation – statutory
Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee
\$500,000 disease – policy limit

- d. Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by United Way 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 United Way.

Minimum Limits:

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

- e. Insurance coverage shall cover all claims against the City, its officials and employees, arising out of the work performed by United Way or any of its subcontractors under this Agreement. Should any work be subcontracted, it shall be the responsibility of United Way to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, United Way shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
- f. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under this Agreement. Upon request, United Way shall provide the City with a complete certified copy of the policies for the above coverage's. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by City. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto. Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

22. Civil Rights.

- a. United Way 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. United Way will, in all solicitations or advertisements for employees placed by or on behalf of United Way, 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. United Way will send to each labor union or representative of workers with which United Way 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 United Way'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 United Way'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, United Way 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 United Way is in default of any condition or obligation under this Contract. Once the City has provided written notice to United Way, 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 United Way. 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 United Way 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 United Way have executed this Contract as of the date first above written.

Witness:

CITY OF WYOMING,
a Michigan municipal corporation

By: _____
Jack A. Poll, Mayor Date

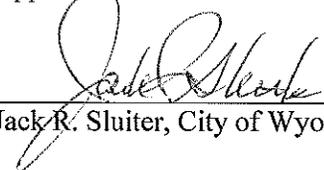
By: _____
Heidi A. Isakson, City Clerk Date

UNITED WAY,

By: _____
Maureen Noe, President/CEO Date

By: _____
Geoff Bremer, Vice President of Finance Date

Approved as to form:



Jack R. Sluiter, City of Wyoming

**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
1. Commercial General Liability Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
2. Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
3. Worker's Compensation d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
4. Excess/Umbrella Coverage	See bid specification requirements
5. Contract Bonds a) Bid b) Performance c) Payment d) Maintenance	See bid specification requirements
6. Owners Contractors Protective	As specified for individual project specifications
7. Commercial General Liability and Motor Vehicle Liability , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess. Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
8. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company _____ Vendor # (if applicable) _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Printed Name _____

Signature _____ Date _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

Return to:

Community Development Department
City of Wyoming
1155 – 28th Street, SW
Wyoming, MI 49509



**City of Wyoming
INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

COMPANY NAME TITLE

SIGNATURE DATE



Return to:

Community Development Department
City of Wyoming
1155 - 28th St SW
Wyoming, MI 49509

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMPASSION THIS WAY, INC.
TO PROVIDE PUBLIC SERVICES WITHIN THE TAFT AVENUE NEIGHBORHOOD –
A WYOMING COMMUNITY DEVELOPMENT BLOCK GRANT INITIATIVE

WHEREAS:

1. The 2014/2015 Wyoming Community Development Block Grant Program approved budget includes an activity to provide enhanced public services to residents located within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households.
2. Compassion This Way shall provide youth mentoring, health and wellness, recreation, education, and a job training program directly within the targeted neighborhood.
3. Funds shall be available for these activities under the Community Development Block Grant Fund Accounts # 256-400-69215-956.306 (\$10,000) and 256-400-69215-956.307 (\$5,500).

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby authorize the Mayor and City Clerk to enter into an agreement with Compassion This Way, Incorporated for the provision of public services.

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 June 2, 2014.

ATTACHMENTS:

Agreement

Heidi A. Isakson, Wyoming City Clerk

STAFF REPORT

Date: June 2, 2014

Subject: Compassion This Way (Taft Avenue Neighborhood)–CDBG Funding 2014-2015

From: Rebecca Rynbrandt, Director of Community Services

Cc: Brian Patterson, Executive Director, Compassion This Way

Meeting Date: June 2, 2014

RECOMMENDATION:

As recommended by the citizen appointed Community Development Committee and affirmed during the FY 2014-15 budget review and acceptance process of the City Council, the budget of which included a grant award to Compassion This Way through the Community Development Block Grant restricted funds, it is recommended the City Council enter into the attached contract with Compassion This Way in an amount not to exceed \$15,500.

SUSTAINABILITY CRITERIA:

Environmental Quality – Funding shall provide public services to the Taft Avenue residential neighborhood to promote an environment creating opportunities for youth mentoring, health and wellness, recreation, education and job training programs and activities to accomplish this purpose.

Social Equity – Funding shall work to advance social equity by promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation and improving neighborhood public safety.

Economic Strength – Funding shall provide public services to residents within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households. Compassion This Way assists the poor and underserved by providing youth mentoring, education and job training programs.

DISCUSSION:

The Wyoming City Council approved the Wyoming Consolidated Housing and Community Development Plan July 1, 2014 through June 30, 2015 on Monday, April 7, 2014. Included within the plan is to provide support for public services to residents within the Taft Avenue residential neighborhood. To this end, we are proposing a renewal of our agreement with area non-profit Compassion This Way.

BUDGET IMPACT:

The contract is in the amount (not to exceed) \$15,500.00, which includes \$10,000.00 for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for Compassion This Way and its programs and services in the activity account #256-400-69215-956.306, and \$5,500 for program expenses for eligible services in the activity account #256-400-69215-956.307.

**COMPASSION THIS WAY ACTIVITIES AGREEMENT
FOR THE CITY OF WYOMING, MICHIGAN FOR 2014-2015**

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 **COMPASSION THIS WAY**, a Michigan non-profit corporation, located at 2141 Newport S.W. Wyoming, 49519 (CTW).

Section 1: Preliminary Statement

The City wishes to contract with Compassion This Way (CTW) to provide public services to residents within the Taft Avenue residential neighborhood whose residents are at least 51% low-moderate income households. CTW was formed for the express purpose of promoting meaningful community relationships, valuing the poor and underserved, advocating racial reconciliation, and improving neighborhood public safety. CTW provides youth mentoring, health and wellness, recreation, education, and job training programs and activities to accomplish its purpose. This Agreement is entered into to provide the terms and conditions under which CTW will assist the City in providing public services.

CTW 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.

Section 2: Agreement

In consideration of the terms and the mutual promises set forth in this Agreement, the City and the Center agree as follows:

- A. Term. The activities described in this Agreement are to begin on July 1, 2014, and are to be completed no later than June 30, 2015. All program expenses and activities, except as otherwise specifically provided, are limited to the above time period.
- B. Termination. This Agreement shall automatically terminate as of June 30, 2015, unless renewed for successive one (1) year terms by written agreement of both parties. The City and CTW shall each retain the right to terminate this Agreement upon thirty (30) days written notice to the other party.

Section 3: Eligible Services

- A. Youth Mentoring.
- B. Recreation and Leisure Programming.
- C. Community Outreach, including Health and Wellness.
- D. Education.

Section 4: Marketing

CTW shall provide any necessary outreach and marketing for services. All marketing materials (including but not limited to media, program advertisement, website, Facebook) shall recognize the City of Wyoming with funding provided through its Community Development Block Grant program. Upon publishing and distribution, a copy of such material shall be submitted to the City.

Section 5: Payment

In consideration for the services, the City shall reimburse CTW a maximum of Fifteen Thousand Five Hundred Dollars (\$15,500.00) for actual and reasonable expenses as follows:

- A. Up to Five Thousand Five Hundred Dollars (\$5,500.00) for program expenses for eligible services, as defined in Section 3.
- B. Up to Ten Thousand Dollars (\$10,000.00) for rent and utilities of an apartment located within the Taft neighborhood to be used as an office for CTW and its programs and services. The Taft neighborhood shall be described as bounded on the north by 28th Street, south by Prairie Parkway, west by Byron Center Avenue, and east by Burlingame Avenue. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. CTW shall be reimbursed for actual expenses. CTW shall submit payment requests with all supporting documentation (lease agreement, copies of checks, receipts, etc) quarterly for reimbursement.
- D. CTW agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Contract.
- E. The City, in its sole discretion, has the authority to suspend, reduce or disallow any payment(s) of funds to CTW, notwithstanding any other provision of this Contract, upon written notice to CTW when 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 or have been misused, misappropriated or spent for an ineligible purpose as defined within this Contract.
- F. Any unearned payments under this Contract may be suspended by the City upon CTW's refusal to accept and comply with any additional conditions or requirements of the City.

- G. 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 6: Continued Funding

While it is the City's intent, subject to available funding, to renew this agreement annually, the City makes no explicit guarantee of future funding from the City beyond the termination of this Contract.

Section 7: Reports and Record Retention

- A. Upon execution of this Agreement, CTW shall provide the City with a copy of its most recent audit report.
- B. All records and documents maintained by CTW 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.
- C. CTW shall provide the City with a mid-period report, and a comprehensive final report of activities in connection with this Agreement detailing levels of attendance, and programs for each service area. In addition, CTW agrees to submit special reports when requested.
- D. Unless otherwise expressly authorized by the City, CTW 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. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained by CTW until all litigation, claims or audit findings involving the records have been resolved.
- E. Financial Records and Reports. CTW 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 CTW shall conform to the regulations found at 24 CFR Part 85 and OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations." CTW shall provide a budget at the beginning of each year and shall report actual expenditures at the conclusion of each year, which shall include the amount of CDBG funds budgeted, obligated and expended for the funded activity.

- F. Community Development Program Reports. The CTW 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. CTW shall submit the following reports, in formats approved by the City, by July 31, 2015:
- 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, CTW agrees to submit special reports when requested.

- G. Catalog of Federal Domestic Assistance (CDFA). The City, as a pass-through entity for Federal awards, is providing the following CDFA information to the Contractor as a CDBG Sub-recipient to be used for their single audit and any reporting to the federal government required by the non-profit organization:
- CDFA Program Title – Community Development Block Grants/Entitlement Grants
CDFA Number – 14.218
Agency Office – Department of Housing & Urban Development/Office of Community Planning & Development
Type of Assistance – A-Formula Grants
Award Year – 2014/2015
Project – Public Services-Taft Neighborhood Rental
Project Description – Persons in the Taft Area have the benefit of CDBG monies to fund rental and utilities for working space for a non-profit group to provide neighborhood services for the purpose of providing a suitable living environment.
Project Funding - \$10,000.00
Project – Public Services-Taft Neighborhood Programs
Project Description – Persons in the Taft Area have the benefit of CDBG monies to provide neighborhood programs by a non-profit group for the purpose of providing a suitable living environment.
Project Funding - \$5,500.00

Section 8: Independent Contractor.

- A. CTW shall perform the services as an independent contractor, and neither CTW nor any of its employees or contractors shall be considered an employee of the City at any time during the term of this Agreement.
- B. Equal Opportunity Employment. CTW 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.
- C. Volunteer Background Screening. CTW shall insure that any person volunteering in an unsupervised position will be required to undergo a Michigan State Police criminal record check as well as the Sex Offender Registry checks.

Section 9: Indemnification

CTW shall defend, indemnify and save harmless the City, 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 CTW 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 CTW 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 CTW under the terms and conditions of this Contract. CTW 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 10: Insurance.

CTW 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:

- A. Liability Insurance in an amount acceptable to the City.

- B. Renters Insurance. CTW shall maintain renters insurance on the property and any materials inventory, sufficient to reimburse for losses due to fire, theft, and other perils.
- C. Worker's Compensation Insurance, if necessary, as required by the State of Michigan in an amount acceptable to the City. Such determination shall be responsibility of CTW.

Section 11: 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 CTW is required to perform pursuant to Sections 3 of this Contract; provided, however, that such modifications are mutually agreed upon by the City and CTW, and incorporated into written amendments to this Contract after approval by the City.

Section 12: Contractor's Failure of Performance

The failure of CTW to provide any work or services required by this Contract in a satisfactory and timely manner shall be a material breach of this Contract. The City, in its sole discretion, shall determine whether the work is satisfactorily completed.

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 CTW and allow CTW ten (10) days to cure any such failure to perform work or services in a timely manner.

In the event CTW 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.

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 CTW with City funds pursuant to the Contract, shall become the property of the City; and
2. CTW shall receive just and equitable compensation for any work which CTW 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 CTW upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements, or stipulations of this Contract; or

- b. Relieve CTW of any liability to the City for any damages sustained by the City as a result of any breach of this Contract by CTW; and if it sustains such damages, the City may withhold as a set off any payments due CTW, 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 13: 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, CTW shall:

- A. Make available to the City 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 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 to review such documents that are considered as backup to the operation of CTW, regardless of funding source.
- D. Within one hundred eighty (180) days after the end of its fiscal year, CTW shall provide to the City an audit meeting the requirements of OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations."
- E. The Contractor is required to compare the amounts reported on their audited financial statements to the City's records to ensure accuracy in reporting the correct amounts of expended federal awards.

Section 14: Conflict of Interest

- A. CTW 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 3) of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.
- B. CTW 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 15: 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 16: Equal Employment Opportunity

During the performance of this Agreement, CTW agrees as follows:

- A. CTW will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CTW 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. CTW 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. CTW will, in all solicitations or advertisements for employees placed by or on behalf of CTW, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. CTW will send to each labor union or representative of workers with which CTW has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of CTW's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CTW 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. CTW 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 CTW'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 CTW 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. CTW 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. CTW 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 CTW 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, CTW 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.

Section 17: 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 18: 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 19: 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 20: 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 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. CTW will comply with the requirements and standards specified in the following federal regulations:

OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

OMB Circular A-110 (Attachments A, B, C, F, H, N and O), "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations".

OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions".

Subpart K of 24CFR570, "Other Program Requirements", except that CTW 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.

Section 22: Reversion of Assets

When this contract ends, the Contractor 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 23: Donations and Fees

Donations and fees which are received by the Contractor in connection with provision of items funded 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. For example, if CTW receives additional donations to off set utilities of the specific CDBG funded property, such shall be reported.

Section 24: 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 regular mail addressed to the party or its address set forth above.

Section 25: Successors and Assigns.

CTW shall not assign or otherwise transfer this Agreement without the written consent of the City. The Agreement shall be binding on any successor or assignee.

The City of Wyoming

Dated: _____

By _____
Jack A. Poll, Mayor

Dated: _____

By _____
Heidi A. Isakson, City Clerk

Compassion This Way

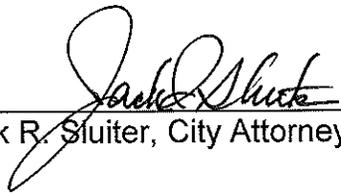
Dated: _____

By _____
Herbert Start, President

Dated: _____

By _____
Brian Patterson, Executive Director

Approved as to form:



Jack R. Sluiter, City Attorney

**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
1. Commercial General Liability Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage-</u> \$1,000,000 per occurrence
2. Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage-</u> \$1,000,000 per occurrence
3. Worker's Compensation d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
4. Excess/Umbrella Coverage	See bid specification requirements
5. Contract Bonds a) Bid b) Performance c) Payment d) Maintenance	See bid specification requirements
6. Owners Contractors Protective	As specified for individual project specifications
7. Commercial General Liability and Motor Vehicle Liability , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess. Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
8. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.



**City of Wyoming
INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

COMPANY NAME TITLE

SIGNATURE DATE



Return to:

Community Development Department
City of Wyoming
1155 - 28th St SW
Wyoming, MI 49509

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF GRAND RAPIDS TO PERFORM SUB-RECIPIENT 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 sub-recipients.
2. Due to limited staffing and expertise, it is deemed in the best interest of the citizens of Wyoming 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 256-400-17515-801.000.

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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Agreement

STAFF REPORT

Date: June 2, 2014

Subject: City of Wyoming-City of Grand Rapids Sub-recipient 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: June 2, 2014

RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-City of Grand Rapids Sub-recipient 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 sub-recipient. Such a process is to include risk assessment, sub-recipient notification, desk audit, on-site monitoring (data gathering, analysis, interviews, exit conferences), and final determination. In 2013, the City of Wyoming entered into an agreement with the City of Grand Rapids to represent the City of Wyoming in performing the necessary monitoring of this sub-recipient. The City of Grand Rapids' costs in performing this service is \$700.00 for FY 2014-2015.

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 2014-2015 Community Development Block Grant Fund.

**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 "City of Grand Rapids"), 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, 2014.

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 City of Grand Rapids 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 City of Grand Rapids has personnel who are trained and qualified to perform the monitoring services on behalf of the City, and the City of Grand Rapids 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 City of Grand Rapids to perform monitoring of the City's FY 2014-2015 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 compliance with all CDBG program requirements.

Section 2: Duties of the City of Grand Rapids

- A. The City of Grand Rapids will perform on-site monitoring of the subrecipient once during the term of the Agreement. The monitoring of the common subrecipient agency

of the City of Grand Rapids and the City will be performed concurrently and in a manner which is consistent with HUD's monitoring requirements.

- B. The City of Grand Rapids 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 City of Grand Rapids 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 City of Grand Rapids will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The City of Grand Rapids will provide all records and reports to the City, upon request, to satisfy HUD's audit of monitoring visits made to the subrecipient.

Section 3: Duties of the City

- A. The City shall provide the City of Grand Rapids 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 City of Grand Rapids no later than April 1, 2015.
- B. The City will provide the City of Grand Rapids 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 City of Grand Rapids relating to the subrecipient as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipient as a result of the City of Grand Rapids' monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the City of Grand Rapids' 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.
- H. Any questions relating to monitoring of the subrecipient will be resolved between the

City and the City of Grand Rapids by contacting the HUD CPD representative for technical assistance.

Section 4: Motor Vehicle

- A. The City of Grand Rapids shall utilize its own motor vehicle for the subrecipient site visit in carrying out the duties pursuant to this Agreement. The City of Grand Rapids 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 City of Grand Rapids.

Section 5: Compensation

- A. The City shall pay the City of Grand Rapids 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 City of Grand Rapids 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 City of Grand Rapids shall invoice the City for services rendered after completion of all monitoring services under this Agreement. Subsequently, the City shall reimburse the City of Grand Rapids within thirty (30) days of submission of invoices.

Section 7: Subrecipient Contract

- A. In the performance of all duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the City of Grand Rapids, its officers and employees are and shall at all times be acting and performing services as a subrecipient contractor with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the City of Grand Rapids' personnel perform the monitoring services under this Agreement, except that the City of Grand Rapids 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 City of Grand Rapids.

Section 8: Insurance and Indemnification

- A. The City and the City of Grand Rapids 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 City of Grand Rapids 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 City of Grand Rapids, to the full extent permitted by law, from and against claims arising out of the City of Grand Rapids' provision of monitoring services pursuant to this Agreement except for claims caused by the City of Grand Rapids' 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 City of Grand Rapids 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, 2014 and terminate on June 30, 2015. 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 City of Grand Rapids, 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 City of Grand Rapids 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 City of Grand Rapids 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 City of Grand Rapids 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 City of Grand Rapids 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.

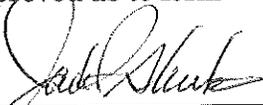
I. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement.

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:

Approved as to form



Jack Sluiter
Attorney, City of Wyoming

CITY OF WYOMING

By: _____
Jack Poll, Mayor

Date: _____

By: _____
Heidi Isakson, City Clerk

Date: _____

Witness:

CITY OF GRAND RAPIDS

By: _____
Connie M. Bohatch
Managing Director of Community
Services

Date: _____

By: _____
Darlene O'Neal, Deputy City Clerk

Date: _____

Approved as to form

Catherine Mish
Attorney, City of Grand Rapids

**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
1. Commercial General Liability Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
2. Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
3. Worker's Compensation d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
4. Excess/Umbrella Coverage	See bid specification requirements
5. Contract Bonds a) Bid b) Performance c) Payment d) Maintenance	See bid specification requirements
6. Owners Contractors Protective	As specified for individual project specifications
7. Commercial General Liability and Motor Vehicle Liability , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess. Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
8. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company _____ Vendor # (if applicable) _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Printed Name _____

Signature _____ Date _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

Return to:

Community Development Department
City of Wyoming
1155 – 28th Street, SW
Wyoming, MI 49509



**City of Wyoming
INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

COMPANY NAME TITLE

SIGNATURE DATE



Return to:

Community Development Department
City of Wyoming
1155 - 28th St SW
Wyoming, MI 49509

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF KENT TO PERFORM SUB-RECIPIENT 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 sub-recipients.
2. Due to limited staffing and expertise, it is deemed in the best interest of the citizens of Wyoming 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 \$3,200.
4. Funding to support this agreement is available in the CDBG fund, specifically account number 256-400-17515-801.000.

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 \$3,200.

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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Agreement

STAFF REPORT

Date: June 2, 2014

Subject: City of Wyoming-Kent County Sub-recipient 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: June 2, 2014

RECOMMENDATION:

It is recommended that the City Council approve the City of Wyoming-County of Kent Sub-recipient Monitoring Agreement in the amount of \$3,200.

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 sub-recipient 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, Habitat for Humanity and Compassion This Way require the City of Wyoming to establish a detailed monitoring process of their financial and programmatic performance as sub-recipients. Such a process is to include risk assessment, sub-recipient 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 sub-recipients. Kent County Community Development staff has

performed exceptionally well for us. The County's costs in performing these services are \$3,200 for FY 2014-2015.

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 2014-2015 Community Development Block Grant Fund.

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 "County"), 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, 2014.

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 County 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 County has personnel who are trained and qualified to perform the monitoring services on behalf of the City, and the County 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 County to perform monitoring of the City's CDBG Program subrecipients: Home Repair Services, Fair Housing Center of West Michigan, Habitat for Humanity of Kent County and Compassion This Way. 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 County

- A. The County will perform on-site monitoring of the subrecipients once during the term

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

- B. The County 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. County 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 County will provide all records and reports to the City, upon request, to satisfy the City's audit requirements.
- D. The County will provide all records and reports to the City, upon request, to satisfy HUD's audit of monitoring visits made to the subrecipients.

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- A. The City shall provide the County 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.
- B. The City will provide the County 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 County relating to subrecipients as a result of the monitoring report.
- D. The City shall be responsible for the enforcement of any sanctions of the subrecipients as a result of the County's monitoring activity.
- E. The City shall be responsible for tracking corrective actions and sanctions as a result of the County'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 subrecipients.
- H. Any questions relating to monitoring of the subrecipients will be resolved between the

City and the County by contacting the HUD CPD representative for technical assistance.

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- A. The County shall utilize its own motor vehicle for the subrecipient site visits in carrying out the duties pursuant to this Agreement. The County 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 County.

Section 5: Compensation

- A. The City shall pay the County an amount not to exceed Three Thousand Two Hundred (\$3,200.00) 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 County 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 County shall invoice the City for services rendered after completion of all monitoring services under this Agreement. Subsequently, the City shall reimburse the County within thirty (30) days of submission of invoices.

Section 7: Subrecipient Contract

- A. In the performance of all duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the County, its officers and employees are and shall at all times be acting and performing services as a subrecipient contractor with the City.
- B. The City shall neither have nor exercise any control or direction over the methods by which the County's personnel perform the monitoring services under this Agreement, except that the County 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 County.

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- A. City and County 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 County 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 County, to the full extent permitted by law, from and against claims arising out of the County's provision of monitoring services pursuant to this Agreement except for claims caused by the County'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.
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The City and County 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.

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- A. The term of this Agreement shall commence on July 1, 2014 and terminate on June 30, 2015. The parties may agree to extend the term of the Agreement upon mutual agreement evidenced in writing.

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the services and activities set forth in the general provisions of this Contract or fulfilling the terms, conditions, obligations, covenants, agreements, or stipulations herein.

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- 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

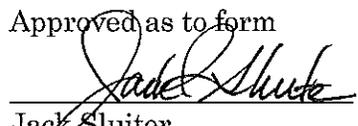
By: _____
Jack Poll, Mayor

Date: _____

By: _____
Heidi Isakson, Clerk

Date: _____

Approved as to form



Jack Sluiter
Attorney, City of Wyoming

COUNTY OF KENT

By: _____
Dan Koorndyk, Chair
Board of Commissioners

Date: _____

Approved as to form

Sangeeta Ghosh
Assistant Corporate Counsel

Attest

Mary Hollinrake
Kent County Clerk

Date: _____

**CITY OF WYOMING
CONTRACTOR INSURANCE REQUIREMENTS**

Requirements:

Contractors shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy. All insurance providers shall be "A" rated by the A.M. Best Company (www.ambest.com).

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance
1. Commercial General Liability Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
2. Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	<u>Bodily Injury</u> – \$1,000,000 per person \$1,000,000 per occurrence <u>Property Damage</u> - \$1,000,000 per occurrence
3. Worker's Compensation d) Employers' Liability	<u>Statutory Limits</u> \$500,000 per occurrence
4. Excess/Umbrella Coverage	See bid specification requirements
5. Contract Bonds a) Bid b) Performance c) Payment d) Maintenance	See bid specification requirements
6. Owners Contractors Protective	As specified for individual project specifications
7. Commercial General Liability and Motor Vehicle Liability , as described above, shall include an endorsement stating that the following shall be Additional Insured's: The City of Wyoming, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Wyoming as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wyoming may have in effect shall be considered secondary and/or excess. Your insurance company requires the endorsement as a means of notification both to itself and its underwriters of the fact that an additional insured has been added to the policy under the contract in question.	
8. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, Michigan 49509-0905."	

ALL SUBCONTRACTORS MUST COMPLY WITH THE ABOVE REQUIREMENTS.

Questions regarding required insurance should be directed to the City of Wyoming's Administrative Offices, at 616-530-3173.

In addition, this form must be signed and mailed, with the insurance forms, to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City of Wyoming.

AGREEMENT:

I agree to provide the above-described insurance coverage to the City of Wyoming. I also agree to provide the City with evidence of insurance coverage on any and all subcontractors performing work on projects.

Company _____ Vendor # (if applicable) _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Printed Name _____

Signature _____ Date _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

Return to:

Community Development Department
City of Wyoming
1155 – 28th Street, SW
Wyoming, MI 49509



**City of Wyoming
INDEMNIFICATION AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Wyoming, its officers, council members, employees and all parties involved, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including actual court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, employees, subcontractors, licensees, invitees, and all parties involved.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, subcontractors, licensees, invitees and all parties involved, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, employees, subcontractors, licensees, invitees, and all parties involved associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

COMPANY NAME TITLE

SIGNATURE DATE



Return to:

Community Development Department
City of Wyoming
1155 - 28th St SW
Wyoming, MI 49509

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE SETTLEMENT OF
KRISTOPHER R. HARMON WORKERS' COMPENSATION CASE

WHEREAS:

1. A settlement in the amount of \$75,000 has been negotiated in the workers' compensation case of Kristopher R. Harmon, subject to the approval of the Wyoming City Council.
2. It is recommended such settlement be approved.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the settlement of Kristopher R. Harmon workers' compensation case for the amount of \$75,000 in accordance with the redemption settlement agreement.
2. The Wyoming City Council does hereby authorize the City Manager to acknowledge acceptance of the settlement.

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 June 2, 2014.

ATTACHMENT:
Letter from Brian Fleming

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____



**BLEAKLEY
CYPHER
PARENT
WARREN
& QUINN**

ATTORNEYS AT LAW

Thomas H. Cypher
Michael C. Mysliwicz
John A. Quinn
Mark C. White
Roger N. Martin
Douglas J. Klein
Brian R. Fleming
James J. Helminski
Julie A. Jackimowicz
Steven C. Highfield
Nicholas M. Risko

PARALEGALS

C. Mac Ward
Michele L. Niehof, MSCC
Melissa D. Gritter, MSCC
Heidi L. Lewis

RETIRED

Frederick W. Bleakley, Sr.
Alfred J. Parent
William J. Warren
Thomas E. Kent

**GRAND RAPIDS
OFFICE**

**120 Ionia Avenue SW
Suite 300
Grand Rapids, Michigan
49503**

**Phone
616/774-2131**

**Fax
616/774-7016**

www.bcpwq.com

**SATELLITE OFFICE
Lansing, Michigan
48864**

517/349-4238

May 14, 2014

Via Email: oostindk@wyomingmi.gov

Ms. Kimberly R. Oostindie
City of Wyoming
1155 – 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

**RE: Kristopher Harmon v City of Wyoming
Claim Number:
Our File No: 145.80240**

Dear Ms. Oostindie:

Mr. Kristopher Harmon has agreed to settle his workers' compensation case in exchange for the payment of \$75,000. This will resolve all workers' compensation injuries. This will also resolve payment of the city's obligation to pay a supplement.

Settlement of a workers' compensation claim means that Mr. Harmon will settle any and all potential claims against the City of Wyoming for any and all injuries sustained at any point during the point during the course of his employment. We will never in the future, assuming the settlement is approved by the workers' compensation magistrate, be responsible for payment of any workers' compensation wage loss or workers' compensation medical expenses.

The City will, of course, be obligated to continue to provide the disability retirement pension and medical as provided under that benefit.

A workers' compensation settlement is not final until ultimately approved by a workers' compensation magistrate, but the terms outlined herein are the terms that will ultimately be presented at the time of the redemption hearing to the magistrate for approval.

Thank you for your kind attention to this correspondence.

Very truly yours,

Brian R. Fleming
Direct Dial: 616/234-0814
Email: bflaming@bcpwq.com

BRF/eed

cc: Ms. Kathleen Larsen (Via Email: klarsen@compone.net)

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR CATCH BASIN CLEANING
TO POLLUTION CONTROL SERVICES

WHEREAS:

1. On July 5, 2011, the City Council awarded the bid for catch basin cleaning to Pollution Control Services, under Resolution Number 23944.
2. Pollution Control Services has agreed to extend their bid pricing for three additional calendar years. The unit pricing from calendar year 2013 shall remain unchanged at \$48.00 per catch basin for calendar year 2014, 2015, and 2016.
3. The Public Works Department anticipates spending approximately \$72,000 per calendar year for catch basin cleaning. Sufficient funds have been budgeted in the Solid Waste Service Account: 230-441-44300-956.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the bid for catch basin cleaning to Pollution Control Services for calendar years 2014, 2015 and 2016.

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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report

STAFF REPORT

DATE: May 27, 2014

SUBJECT: Bid Extension, Catch Basin Cleaning

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: June 2, 2014

RECOMMENDATION

It is recommended that the City Council extend the bid for catch basin cleaning to Pollution Control Services for calendar years 2014, 2015 and 2016.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. Catch basin cleaning decreases the amount of pollutants in our storm sewer system.

Social Equity

Catch basin cleaning is provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's catch basin cleaning.

Economic Strength

The catch basin cleaning allows the Public Works Department to maintain the City's roadways and waterways which sustains public and private property values.

DISCUSSION

On July 5, 2011, the City Council awarded the bid for catch basin cleaning to Pollution Control Services, under Resolution Number 23944. Pollution Control Services has agreed to extend their bid pricing for three additional calendar years. The unit pricing from calendar year 2013 shall remain unchanged at \$48.00 per catch basin.

As required by Federal law, the City is required to clean the storm sewer catch basins. The bid extension requires the contractor to clean one-quarter, or approximately 1,500, of the City's catch basins per year in calendar year 2014, 2015, and 2016.

BUDGET IMPACT

The Public Works Department anticipates spending approximately \$72,000 per calendar year cleaning catch basins.

Sufficient funds have been budgeted in the Solid Waste Service Account: 230-441-44300-956.000

BID EXTENSION LETTER

PCS

POLLUTION CONTROL SERVICES

3947 US 131 North, P.O. Box 490 / Kalkaska, Michigan 49646 / Tel. (231) 258-8807 / Fax (231) 258-8857

May 23, 2014

City of Wyoming
Attn: Jodie Theis
P.O. Box 905
Wyoming, MI 49505

RE: Catch Basin Cleaning Bid Extension

Dear Mrs. Theis,

Pollution Control Services is asking for a three year extension on the catch basin project. It is our understanding that the bid extension would be from January 2014 until December 2016. The contract shall be completed from May 1 – November 30 of each year. Pollution Control Services is interested in extending the bid at the same continued price of \$48.00 per catch basin.

It has been great working with you these last three years and would like to continue offering our professional services.

Sincerely,

Pollution Control Services

Tom Wolfe

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR CURED-IN-PLACE
PIPELINE LINING TO INSITUFORM TECHNOLOGIES USA

WHEREAS:

1. On August 6, 2012, the City Council awarded the bid for cured-in-place pipeline lining to Insituform Technologies USA, under Resolution Number 24249.
2. Insituform Technologies USA has agreed to extend their bid pricing through July 1, 2015. The unit pricing shall remain unchanged from the original bid at \$26.00 per linear foot for 8” sewer lines, \$30.00 per linear foot for 10” sewer lines, \$35.00 per linear foot for 12” sewer lines, and \$250.00 for the removal of protruding taps.
3. The Public Works Department anticipates spending approximately \$110,000 in fiscal year 2014 and \$300,000 in fiscal year 2015 for cured-in-place pipeline lining. Sufficient funds are available in the Sewer Fund Account, 590-441-54400-972544.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council extends the bid for cured-in-place pipeline lining to Insituform Technologies USA for fiscal years 2014 and 2015.

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 June 2, 2014.

Heidi A. Isakson, Wyoming City Clerk

ATTACHMENTS:
Staff Report

STAFF REPORT

DATE: May 27, 2014

SUBJECT: Bid Extension, Cured-In-Place Pipeline Lining

FROM: Jodie Theis, Contracts and Procurement Supervisor

Date of Meeting: June 2, 2014

RECOMMENDATION

It is recommended that the City Council extend the bid for cured-in-place pipeline lining to Insituform Technologies USA for fiscal years 2014 and 2015.

SUSTAINABILITY CRITERIA

Environmental Quality

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. Cured-in-place pipelining reduces the infiltration of water and roots into the sewer system and contains the flow within the pipe reducing the potential for environmental problems caused by sewer overflows.

Social Equity

Cured-in-place pipeline lining is provided throughout the City without regard to income level or socio-economic status. All of the City's residents enjoy equal access to the benefits of the Public Works Department's cured-in-place pipeline lining

Economic Strength

By lining the pipeline, the repair will reduce the infiltration of ground water into the sanitary sewer system, which would be treated at the Clean Water Plant. The lining also reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

DISCUSSION

On August 6, 2012, the City Council awarded the bid for cured-in-place pipeline lining to Insituform Technologies USA, under Resolution Number 24249. Insituform Technologies USA has agreed to extend their bid pricing through July 1, 2015. The unit pricing shall remain unchanged from the original bid at \$26.00 per linear foot for 8" sewer lines, \$30.00 per linear foot for 10" sewer lines, \$35.00 per linear foot for 12" sewer lines, and \$250.00 for the removal of protruding taps.

BUDGET IMPACT

The Public Works Department anticipates spending approximately \$110,000 in fiscal year 2014 and \$300,000 in fiscal year 2015 for cured-in-place pipeline lining. Sufficient funds are available in the Sewer Fund Account, 590-441-54400-972544.

BID EXTENSION LETTER



"Clean Water for the World"
Tel: (517) 546-4107
Fax: (517) 546-4282

1088 Victory Dr.
Howell, MI 48843
www.insituform.com

22 May 2014

City of Wyoming
Attn: Jodi Theis
Department of Public Works
2660 Burlingame SW
Wyoming, MI 49509-0905
Phone: 616-530-7260

Re: Contract Price Extension of the City of Wyoming, MI Cured in Place Lining Project.

It is the intention of Insituform Technologies, USA LLC. to continue to service the City of Wyoming, MI under the same contract pricing as bid in the 2012 CIPP Lining Project. Insituform Technologies USA, LLC. proposes that this contract be extended with its current pricing through 1 July 2015 at which time these contract prices can be re-evaluated by both Insituform and the City of Wyoming.

We look forward to continuing our working relationship with the City of Wyoming. Please feel free to contact me to discuss this issue in more detail at 989-277-6046

Sincerely,
Insituform Technologies USA, LLC.

Ken Quillen
Ken Quillen
Senior Project Manager
Midwest Region

JRS/sak
5/5/14

ORDINANCE NO. 10-14

AN ORDINANCE TO AMEND SECTION 90-437
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-437 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 90-437. Lot and area requirements.

All uses permitted in the RO-1 restricted office district as principal or special use approvals shall be subject to the same lot and area requirements as for B-1 business districts, as indicated in section 90-893.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

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 _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 10-14



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

April 17, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Section 90-437 RO-1
Restricted Office District Lot and Area Requirements.

Recommendation: To approve the subject Zoning Code amendment.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 15, 2014. A motion was made by Postema, supported by Micele, to recommend to the City Council the subject Zoning Code amendment. After discussion the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

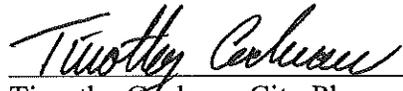
It was brought to our attention that there is an erroneous reference in Zoning Code Section 90-437. That section makes a referral to Section 90-585 of the Zoning Code. Section 90-585 is reserved and provides no text. The correct referral would be to Section 90-893 Nonresidential Districts.

The corrected Zoning Code would read (amendment in **bold**):

“All uses permitted in the RO-1 restricted office district as principal or special use approvals shall be subject to the same lot and area requirements as for B-1 business districts, as indicated in section 90-**893**.”

After the public hearing, a motion was made by Postema, supported by Micele, to recommend to the City Council the amendment to Zoning Code Section 90-437 RO-1 Restricted Office District Lot and Area Requirements. After discussion, the motion passed unanimously.

Respectfully submitted,

A handwritten signature in cursive script, reading "Timothy Cochran".

Timothy Cochran, City Planner
Planning and Development Department

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

ORDINANCE NO. 11-14

AN ORDINANCE TO AMEND SECTION 90-32 OF THE CODE
OF THE CITY OF WYOMING BY ADDING
SUBSECTION (96) THERETO

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is hereby amended by adding Subsection (96) thereto, to read as follows:

- (96) To rezone 1.2 acres of a property located at 2660 Burlingame Avenue SW from DC Downtown Center and B-2 General Business to I-2 General Industrial

LEGAL DESCRIPTION:

That part of Section 11, all of Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the SW corner of Section 11 and the NW corner of Section 14 (28th Street); thence North along said West line of Section 11 (Burlingame Avenue) to a point 716.13 feet North of the SW corner of Section 11; thence East parallel with the S 1/8 line of Section 11, 506.56 feet; thence Southeasterly 70.71 feet to a point on the East line of the West 557.0 feet of the W 1/2 of the SW 1/4 of Section 11; said point also being the Place of Beginning:

Thence South along said East line 195.0 feet to a point on the North line of the South 475.0 feet of the W 1/2 of the SW 1/4 of Section 11; thence East along said North line, 212.0 feet to a point on the West line of the East 220.0 feet of the W 3/4 of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 11; thence North along the said West line 100.0 feet to a point on the North line of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 11; thence East along said North line 110.0 feet to a point on the East line of the SW 1/4 of the SW 1/4 of Section 11; thence North along said East line 95.0 feet to a point, thence West 312.0 feet to the Place of Beginning.

Section 2. This ordinance shall be in full force and effect the ____ day of _____, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a regular session of the City Council held on the _____ day of _____, 2014.

Heidi A. Isakson, Wyoming City Clerk



- 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 27, 2014

Ms. Heidi A. Isakson
City Clerk
Wyoming, MI

Subject: Request to rezone 1.2 acres of a property located at 2660 Burlingame Avenue SW from DC Downtown Center and B-2 General Business to I-2 General Industrial.

Recommendation: To approve the proposed rezoning.

Dear Ms. Isakson:

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 20, 2014. A motion was made by Bueche, supported by Goodheart, to recommend to City Council approval of the proposed rezoning. After discussion the motion passed unanimously. While a more detailed review is available in the Planning Commission minutes, the following is provided as basic background information:

On March 3, 2014, the City Council approved the rezoning of the 28th Street corridor from Clyde Park Avenue to Burlingame Avenue to the Form Based Code (FBC) District. The currently proposed rezoning is for a portion of the City of Wyoming Public Works Facility that primarily contains a storage building and outdoor storage yard (see attached exhibits). Storage of this nature is an industrial use and not a commercial use. This property was held out of the prior rezoning so as to not detract from the overall importance and focus of the FBC consideration. This proposed rezoning will bring the DPW Facility into conformance with the I-2 General Industrial zoning, and will remove the last property zoned DC Downtown Center in the City. This rezoning will then allow for the associated Zoning Code amendments which will remove all references to the Downtown Center Zoning District.

Conformance with the City of Wyoming Sustainability Principals: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed rezoning to I-2 General Industrial will bring this portion of the DPW Facility into conformance with the balance of the site. The overall DPW site functions as an industrial use and not a commercial use. Conformance of land uses

with the underlying zoning district promotes social equity. The proposed rezoning conforms to the City of Wyoming sustainability principals.

The Development Review Team suggested the Planning Commission recommend to the City Council the proposed rezoning.

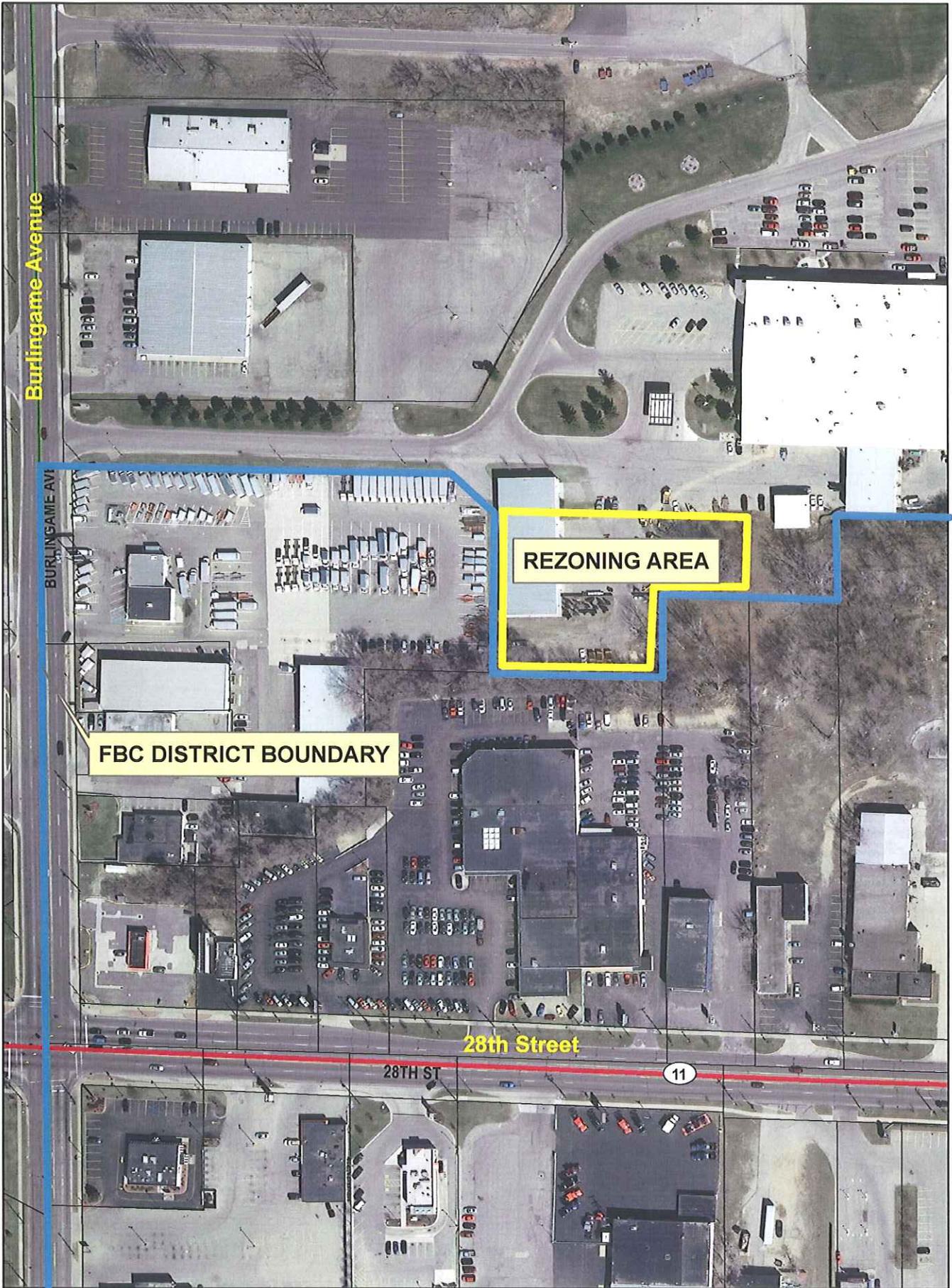
There were no public comments at the public hearing. A motion was made by Bueche, supported by Goodheart, to recommend to the City Council approval of the proposed rezoning. After discussion, the motion passed unanimously.

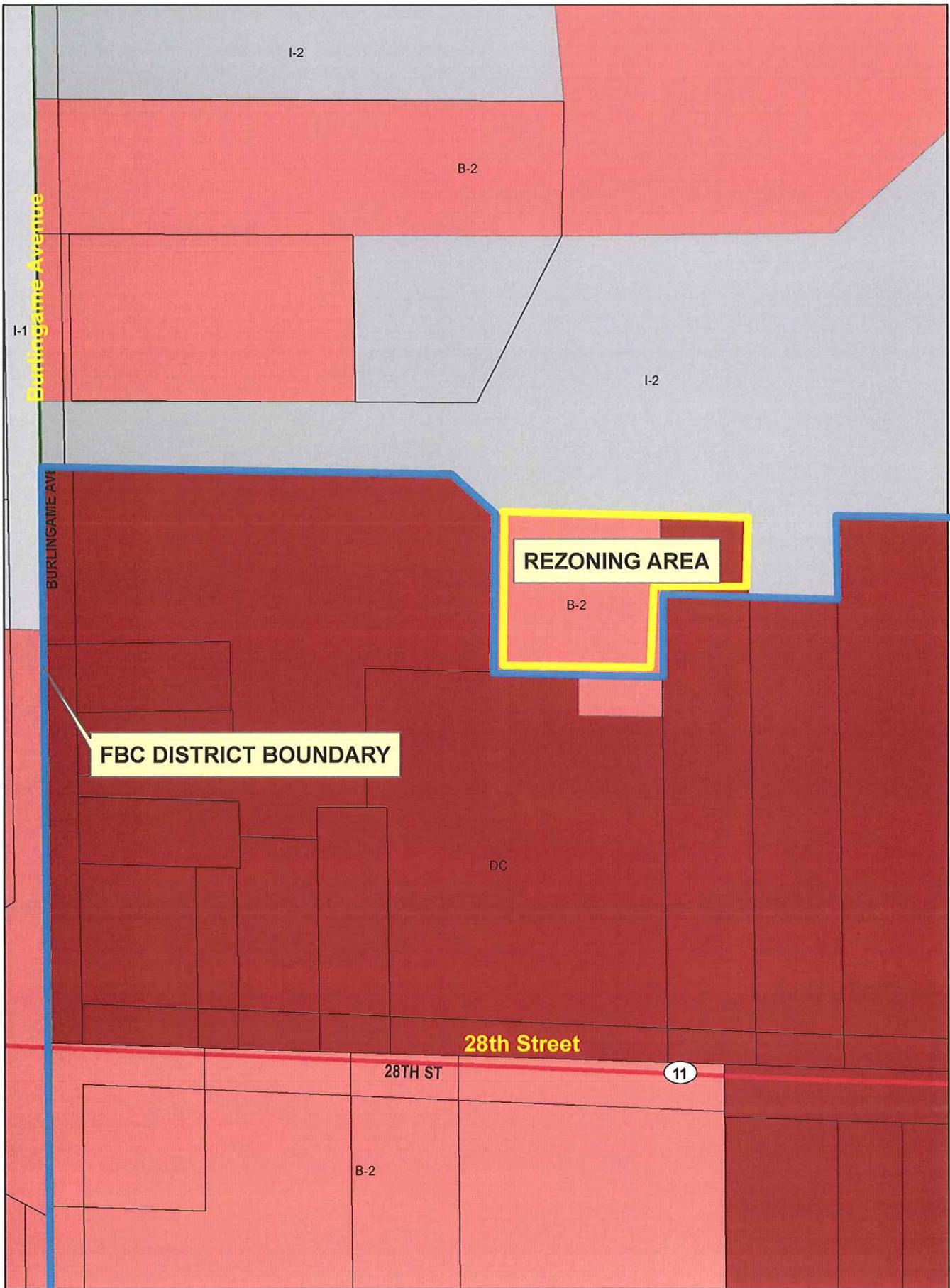
Respectfully submitted,



Timothy Cochran, City Planner
Planning and Development Department

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





I-2

B-2

I-1

Burlington Avenue

I-2

BURLINGAME AVI

REZONING AREA

B-2

FBC DISTRICT BOUNDARY

DC

28th Street

28TH ST

11

B-2