

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**WYOMING PUBLIC LIBRARY**  
**MONDAY, JUNE 21, 2021, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Cynthia Palmer, Grand Rapids First Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the June 7, 2021 Regular Meeting and the June 14, 2021 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**  
*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the microphone, please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the microphone, please begin by providing your name and address. There is a 3 minute limit per person.*
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - a) Budget Amendment No. 70 – To Appropriate \$56,592.00 of Budgetary Authority to Provide Funding for the Mailings and Aerial Spray Services for the Gypsy Moth Suppression Program
  - b) Budget Amendment No. 71 – To Appropriate \$32,000.00 of Budgetary Authority for Increased City Clerk’s Temporary Salaries Due to the Elections, Staff Turnover, and COVID-19
- 14) Consent Agenda**
  - a) Of Appreciation to Vicki Briggs for Her Service as a Member of the Community Enrichment Commission of the City of Wyoming

- b) Of Appreciation to Douglas Broek for His Service as a Member of the Parks and Recreation Commission for the City of Wyoming
- c) Of Appreciation to Barbara VanDuren for Her Service as a Member of the Officers Compensation Commission for the City of Wyoming
- d) Of Appreciation to Renee Gardner for Her Service as a Member of the Community Enrichment Commission of the City of Wyoming
- e) To Reappoint Curtis Holt as a Representative of the City of Wyoming on the Board of the EMS Consortium Partnership
- f) To Appoint Renee Hill as a Member of the Community Enrichment Commission for the City of Wyoming
- g) To Appoint Gregory King as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- h) To Reappoint Members to the Planning Commission for the City of Wyoming
- i) To Reappoint Members to the Construction Board of Appeals, Housing Commission and Tree Commission for the City of Wyoming
- j) To Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming

**15) Resolutions**

- k) To Purchase, Acquire and Construct Improvements to the Water System and to Publish Notice of Intent to Issue Revenue Bonds
- l) To Establish a Moratorium on Consideration of Applications for Development Along 28<sup>th</sup> St SW Between Clyde Park Ave SW and Burlingame Ave SW
- m) To Authorize the Mayor and City Clerk to Execute an Agreement Between the City of Wyoming and the Heart of West Michigan United Way for Administration of the Kent County/Grand Rapids/Wyoming Regions Continuum of Care
- n) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 69)

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

- o) To Accept a Proposal from Allied Universal Technology Services to Install Security Access Door Card Readers at the 62A District Court and Authorize the Acceptance of the MMRMA Grant and to Authorize the Mayor and City Clerk to Execute the Contract
- p) To Authorize the Mayor and City Clerk to Execute Change Order No.1 to the 2020 Watermain Replacement Project – Marquette Street and Denwood Avenue
- q) To Accept a Quote from Carrier & Gable, Inc. for the Purchase of Traffic Signal Equipment and Illuminated Street Signs
- r) To Concur with Authorization of an Emergency Purchase of a John Deere Gator or Similar Type of Equipment
- s) To Authorize the Purchase of Laboratory Supplies from IDEXX
- t) To Concur with the Emergency Repairs of the 42” Transmission Main and to Authorize Payment for the Repairs
- u) To Accept a Proposal from SPX Flow LLC for Repair and Exchange of Aeration Mixer Gearboxes and to Authorize the Mayor and City Clerk to Execute the Contract
- v) For Award of Bids, Acceptance of a Quote and to Authorize the Mayor and City Clerk to Execute a Contract
  1. Cleaning and Disinfecting Services
  2. Electrical Supplies

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

**20) Closed Session (Attorney's Opinion)**

**21) Adjournment**





RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO VICKI BRIGGS FOR HER SERVICE  
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. Vicki Briggs has served faithfully and effectively as a member of the Community Enrichment Commission since June 19, 2006.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Vicki Briggs for her dedicated service as a member of the Community Enrichment Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

1. Douglas Broek has served faithfully and effectively as a member of the Parks and Recreation Commission since April 16, 2012.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO BARBARA VANDUREN FOR HER SERVICE  
AS A MEMBER OF THE OFFICERS COMPENSATION COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Barbara VanDuren has served faithfully and effectively as a member of the Officers Compensation Commission since July 21, 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Barbara VanDuren for her dedicated service as a member of the Officers Compensation Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO RENEE GARDNER FOR HER SERVICE  
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. Renee Gardner has served faithfully and effectively as a member of the Community Enrichment Commission since November 2, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Renee Gardner for her dedicated service as a member of the Community Enrichment Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT CURTIS HOLT AS A REPRESENTATIVE OF THE CITY  
OF WYOMING ON THE BOARD OF THE EMS CONSORTIUM PARTNERSHIP

WHEREAS:

1. The term of Curtis Holt as a Wyoming representative on the EMS Consortium Board of Directors expires on June 30, 2021.
2. It is the desire of the Wyoming City Council to reappoint Curtis Holt as a Wyoming representative to the EMS Consortium Board of Directors.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Curtis Holt as a representative of the City of Wyoming on the EMS Consortium Board of Directors for a four-year term expiring June 30, 2025.

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 21, 2021.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT RENEE HILL AS A MEMBER OF THE  
COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Renee Hill has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2022.
3. City Council wishes to appoint Renee Hill as a member of the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Renee Hill as a member of the Community Enrichment Commission for the term ending June 30, 2022.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT GREGORY KING AS A MEMBER  
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending January 1, 2022.
2. City Council wishes to appoint Gregory King as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Gregory King as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2022.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT MEMBERS TO THE  
PLANNING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Planning Commission expires on June 30, 2021.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Planning Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Planning Commission</u>	
James DeLange	06/30/2024
David Micele	06/30/2024
Audrey Zapata	06/30/2024

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Planning Commission for the City of Wyoming to the terms so stated.

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 21, 2021.

\_\_\_\_\_  
 Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT MEMBERS TO THE  
CONSTRUCTION BOARD OF APPEALS, HOUSING COMMISSION AND  
TREE COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members for the Construction Board of Appeals, Housing Commission, and Tree Commission expires on June 30, 2021.
2. It is the recommendation of the City Manager that the following members be reappointed to serve on the Construction Board of Appeals, Housing Commission, and Tree Commission:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Construction Board of Appeals</u>	
Richard Postema	06/30/2024
Joe Simon	06/30/2024
 <u>Housing Commission</u>	
Diana Lanser	06/30/2026
 <u>Tree Commission</u>	
Margaret Cartwright	06/30/2025

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to reappoint members to the Construction Board of Appeals, Housing Commission, and Tree Commission for the City of Wyoming to the term so stated.

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 21, 2021.

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Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT MEMBERS TO BOARDS, COMMISSIONS, AND  
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. Term of office for some members of various Boards, Commissions and Committees expires on June 30, 2021.
2. It is the desire of the City Council that members be reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Building Authority</u> Curtis Holt	06/30/2024
<u>Community Development Committee</u> Luke Moeckel	06/30/2023
<u>Community Enrichment Commission</u> Sonia Riley	06/30/2024
<u>Election Commission</u> Bruce Robey	06/30/2023
<u>Housing Board of Appeals</u> William Kerby	06/30/2026

Retirement Board

Sam Bolt

06/30/2024

WKTU Commission

Hung Nguyen

06/23/2024

Amy Tzintzun

06/23/2024

Zoning Board of Appeals

Canda Lomonaco

06/30/2024

Dan Burrill

06/30/2024

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes

                                 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**CITY OF WYOMING**  
**Kent County, Michigan**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT  
IMPROVEMENTS TO THE WATER SYSTEM AND TO PUBLISH  
NOTICE OF INTENT TO ISSUE REVENUE BONDS**

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held at the City Hall, on June 21, 2021, at \_\_\_\_\_ p.m., local time.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, the City Council deems it to be in the best interests of the City of Wyoming (the "City") to design, purchase, acquire and construct certain improvements to the City's Water System, including without limitation, improvements designed to transport water from the pump discharge/plant reservoirs to the water transmission mains, including without limitation, improvements to the piping on the water treatment plant grounds that connect the high service pumps within the plant to the transmission mains that transport water to the City and other users, improvements to piping and mains, installation of piping and mains, 36" valves in the pipe gallery and other improvements to water transmission, distribution, storage and treatment facilities, the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Water System improvements as the City shall determine (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to design, purchase, acquire, and construct the Improvements and to pay the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$5,300,000 (the “Bonds”).

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the Clerk of the City is authorized and directed to publish the Notice of Intent to Issue Bonds in a newspaper of general circulation in the City, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the Clerk of the City.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the Water Fund, which is a fund for the Water System of the City, and other funds of the City.

4. At such time as the City issues the Bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. This resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Kelli A. VandenBerg, Clerk

**CERTIFICATION**

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on June 21, 2021, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

June 21, 2021

\_\_\_\_\_  
Kelli A. VandenBerg, Clerk

***[NOTE TO PUBLISHER – PUBLICATION MUST BE 1/4 PAGE SIZE]***

**EXHIBIT A**

**NOTICE OF INTENT TO ISSUE  
WATER SYSTEM REVENUE BONDS  
TO THE ELECTORS OF THE CITY OF WYOMING**

PLEASE TAKE NOTICE that the City Council of the City of Wyoming (the “City”) intends to issue bonds, in one or more series, in an amount of not to exceed \$5,300,000 (the “Bonds”).

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City’s Water System, including without limitation, improvements designed to transport water from the pump discharge/plant reservoirs to the water transmission mains, including without limitation, improvements to the piping on the water treatment plant grounds that connect the high service pumps within the plant to the transmission mains that transport water to the City and other users, improvements to piping and mains, installation of piping and mains, 36” valves in the pipe gallery and other improvements to water transmission, distribution, storage and treatment facilities, the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Water System improvements as the City shall determine and to pay the costs of issuing the Bonds and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than forty (40) years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

**SOURCE OF PAYMENT**

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Water System. In addition, the Bonds may be secured by the full faith and credit of the City as limited by applicable constitutional and statutory limitations on the taxing power of the City.

**RIGHT OF REFERENDUM**

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition requesting a referendum, signed by not less than 10% or 15,000 of the registered electors residing within the limits of the City, whichever is lesser, shall have been filed with the Clerk of the City or other recording officer of the City requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the City qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Kelli A. VandenBerg, Clerk

## STAFF REPORT

Date: June 16, 2021  
Subjects: Resolution of Intent to Issue Bonds  
From: John McCarter, Deputy City Manager  
Kate Balfourt, Finance Director  
Meeting Date: June 21, 2021

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### RECOMMENDATION:

Adopt the Resolution to Purchase, Acquire and Construct Improvements to the Water System and to Publish Notice of Intent to Issue Revenue Bonds.

### COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served by an adequate and reliable public water supply.

Safety – Upgrades to water facilities help prevent malfunctions and failures of the city water supply system components and ensure the system's adequacy and reliability.

Stewardship – Providing financial options for funding water system improvements helps ensure the city is able to simultaneously (i) maintain operational fund balances, (ii) meet bond coverage requirements, (iii) comply with finance market expectations for well-run utility systems, (iv) mitigate water rate volatility, (v) have adequate funds to meet unexpected system needs, and (vi) undertake planned improvements.

### BUDGET IMPACT:

The proposed resolution will have no impact on the city's budget.

### DISCUSSION:

The city may or may not decide to borrow funds (by issuing revenue bonds) to pay some of the costs of planned water system improvements. This resolution does not commit the city to doing so. It provides that option.

Similarly, while this would allow for the issuance of up to \$5.3M in bonds, that is a maximum amount. If the city chooses to issue bonds in could do so in any amount less than that maximum.

Adoption of this resolution at this time accomplishes the following:

1. It allows the city to use bond proceeds to reimburse costs incurred related to those improvements incurred prior to issuance of the bonds. Only costs incurred after adoption of a resolution of intent can be reimbursed from bond proceeds.
2. There is a 45-day period after publication of the notice of intent referred to in the resolution during which a petition for a referendum on the issuance of the bonds could be filed. That period must expire before bonds could be issued. Publishing the notice of referendum now allows the period to expire without any chance of delaying bond issuance if and when the city should decide to proceed with it.

To reiterate parts of previous conversations, adoption of this resolution does not commit to the issuance of debt for water system improvements. It only allows the option of doing so.

In the next several weeks, staff will work to determine the final issuance amount. Final guidance from the federal government on use of American Rescue Plan Act (ARPA) funds is expected in July. A portion of that allocation could be used to fund all or a portion of these projects. Staff will make a recommendation to the City Council for its consideration.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ESTABLISH A MORATORIUM ON CONSIDERATION OF  
APPLICATIONS FOR DEVELOPMENT ALONG 28<sup>th</sup> ST SW BETWEEN CLYDE PARK  
AVE SW AND BURLINGAME AVE SW

WHEREAS:

1. On March 1, 2021, City Council approved the Wyoming [re]Imagined Master Plan.
2. The master plan includes a 28<sup>th</sup> Street Special Area Plan, as well as a vision, goals, and implementation steps needed to achieve the desired community vision.
3. To properly implement a master plan it is critical that zoning ordinance provisions align with a master plan and, upon initial staff review, it appears some provisions of the City's Zoning Ordinance and Form Based Code may not fully align with the Wyoming [re]Imagined Master Plan, particularly those applicable to the area of 28<sup>th</sup> Street SW between Clyde Park Ave SW and Burlingame Ave SW.
4. City staff therefore recommends that considerations of new development proposals for the properties on 28<sup>th</sup> Street SW between Clyde Park Ave SW and Burlingame Ave SW, including site plan approvals and other planning activities, be suspended until city staff completes a review of the city's zoning regulations alignment with the master plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council directs city staff and city bodies not to accept, review, consider, or approve any application for site plan review, special use approval, rezoning, or other planning or zoning actions or approval related to property within on the 28<sup>th</sup> Street SW corridor between Clyde Park Ave SW and Burlingame Ave SW until October 5, 2021 or such other date as the City Council may by a subsequent resolution determine is appropriate.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

**Date:** June 15, 2021

**Subject:** Recommendation to place a moratorium on development on 28<sup>th</sup> St SW between Clyde Park Ave SW and Burlingame Ave SW

**From:** Nicole Hofert, Act. Director of Planning and Economic Development

**Meeting Date:** June 21, 2021

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### RECOMMENDATION:

To protect the integrity of the zoning code and ensure alignment between the adopted Wyoming [re]Imagined master plan, 28<sup>th</sup> Street Special Area Plan, and the city's Zoning Ordinance and Form Based Code, staff requests that City Council place a temporary moratorium on consideration of applications for development along 28<sup>th</sup> ST SW between Clyde Park Ave SW and Burlingame Ave SW.

### COMMUNITY, SAFETY, STEWARDSHIP:

The city's master plan provides a unified vision for a community and the city's zoning code provides regulations that help to achieve the vision and provide clear guidance to staff, developers, and city boards and commissions.

### DISCUSSION:

The City Council approved the city's master plan, Wyoming [re]Imagined, in March 2021. Recently, staff has begun a review of the city's zoning codes alignment with the vision identified in the plan. Specifically, a review of the 28<sup>th</sup> Street corridor has been started, which will analyze the compatibility of the 28<sup>th</sup> Street Special Area Plan vision and the master plan's goals, vision and implementation steps with the city's Form Based Code (which governs the area identified in the 28<sup>th</sup> Street Special Area Plan).

Staff anticipates amendments to the Form Based Code may be helpful to better align the desired vision and outcomes identified in the master plan for the 28<sup>th</sup> Street corridor. Possible amendments may address lot development standards, access requirements, building type standards, and permitted uses.

Concurrent to this review, staff has also begun working with the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Services Team to identify priority redevelopment sites on 28th St SW. This work is a component of the city's Redevelopment Ready Certification status and once site selection is finalized, the team will work with the

selected property owners to provide a variety of services ranging from site marketing to technical design services to potential interested party introductions.

Recent changes along the corridor such as the vacancy of the Advantage Solutions space in the former Rogers Department Store/Klingmans Building and the HOM Flats development could also be considered during the collaboration with the MEDC as well as in the staff review of the Form Based Code.

While this review is being undertaken and work continues with the MEDC redevelopment team, staff recommends a pause on new development on 28<sup>th</sup> Street between Clyde Park Ave SW and Burlingame Ave SW (the area of the special area plan). The pause will allow staff to ensure that future development aligns with the public supported vision for the corridor and that the zoning in place permits that vision to be realized.

**BUDGET IMPACT:**

The moratorium will not have an impact on the city's budget.

###

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS:

1. The City of Wyoming has experienced panhandling, homeless camps, and persons who are homeless over the course of the last ten 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 2021-2022 budget, the City of Wyoming has approved funding the area’s Continuum of Care (CoC) administration, which also serves as the Coalition to End Homelessness, in an amount not to exceed \$5,000.
4. The Kent County/Grand Rapids/Wyoming regions CoC is administered by the Heart of West Michigan United Way.

NOW, THEREFORE, BE IT RESOLVED:

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

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Agreement

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 9, 2021

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

From: Rebecca Rynbrandt, Director of Community Services

Cc: Michelle VanDyke, President/CEO, United Way

Meeting Date: June 21, 2021

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### **RECOMMENDATION:**

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

### **COMMUNITY, SAFETY, STEWARDSHIP:**

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

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

### **DISCUSSION:**

The federal government, recognizing the growing trend of homelessness, has emphasized Community Development Block Grant (CDBG) funds as a means of addressing such needs at the local level. Over the years the City of Wyoming has seen an increase in reported cases of panhandling, homeless camps, and persons who are homeless. Support of the CoC has been identified in the CDBG Action Plan as a priority, and \$5,000 has been approved in the 2021-2022 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 2021-2022 CDBG budget, not to exceed \$5,000, for this purpose.

**ATTACHMENTS:**

Resolution  
Agreement

**SUBRECIPIENT CONTRACT BETWEEN  
CITY OF WYOMING  
AND  
HEART OF WEST MICHIGAN UNITED WAY**

This Subrecipient Contract is made as of June \_\_\_\_\_, 2021 to be effective from July 1, 2021 through June 30, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street, SW, Wyoming, MI 49509-0905 (**City**), and **Heart of West Michigan United Way**, a Michigan nonprofit corporation of 118 Commerce St SW, Grand Rapids, MI 49503 (**Subrecipient**).

RECITALS

- A. City is a recipient of Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD), and 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.
- B. City also supports the administration of services to its homeless population through Subrecipient.
- C. City and area nonprofit agencies obtain resources to address the needs of homeless persons and families from HUD by submitting funding applications through the Subrecipient in response to Notices of Funding Availability published by HUD.
- D. 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 address homelessness in Kent County, which includes the City of Wyoming.
- E. City desires to provide partial funding to the Subrecipient for a position, created by and housed at United Way, whose sole responsibility will be to provide the coordination and consultation necessary to develop and prepare the annual Continuum of Care strategy, required to obtain HUD funding needed to address community needs serving people and families who are homeless, in accordance with all policies, procedures and requirements which have been or, from time to time, may be prescribed by the City.

Terms and Conditions

Now, therefore, the parties agree:

1. Project Objective. The project objective of this Contract is herein established as the standard to be used by the City to determine the impact and effectiveness of the services and activities to be performed by the Subrecipient under Section 2 below. The objective of said services and activities is to reduce the number of persons and families who are homeless by providing funding to Subrecipient to annually develop and prepare the Continuum of Care strategy required to obtain HUD funding.
2. Scope of Services. To accomplish the project objective defined in Section 1 above, the Subrecipient shall perform in a lawful, satisfactory and proper manner, the following services and activities:
  - a. The Subrecipient may use a portion of the funds allocated to it by the City for the cost of providing the immediate supervision, coordination and consultation needed to develop, prepare and implement a Continuum of Care strategy, which is necessary to obtain funding from HUD to address the community needs related to service persons and families who are homeless in the Kent County area, which includes the City of Wyoming.

b. The Subrecipient will invoice and collect from the City a maximum total of FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00) to be used to reimburse the Subrecipient the cost of providing the coordination and consultation needed to develop and write a Continuum of Care strategy.

c. The Subrecipient, with each invoice it submits to the City, shall provide a written status report on the progress being made to develop the Continuum of Care strategy.

3. Time of Performance. Subrecipient will commence providing services and activities for this Contract on July 1, 2021, and, unless this Contract is terminated earlier, continue to provide those services until the expiration of this Contract on June 30, 2022.

4. Compensation and Method of Payment.

A. City will pay Subrecipient, as full compensation for Subrecipient's satisfactory performance under this Contract, up to \$5,000.00 to be used for Continuum of Care activities according to the following schedule:

1. Subrecipient will invoice City on a quarterly basis.

2. Consistent with City's fiscal year, the Subrecipient must submit its final 2021-2022 invoice not later than July 15, 2022, for all or any remaining reimbursable expenses for the previous period beginning July 1, 2021 through June 30, 2022. Final invoices for reimbursement for the completed contract period ending June 30, 2022, must be submitted to City with all necessary supporting documentation not later than July 15, 2022.

3. 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.

4. If Subrecipient incurs no expenses for the fiscal year reporting period ending July 30, 2022, written documentation of that lack of expenses must be provided to City within 15 days of the period's end.

5. Failure to submit a final invoice for all unreimbursed expenses incurred through June 30, 2022 by July 15, 2022 will result in the loss of funding for those expenses.

B. It is expressly understood by and between the City and the Subrecipient that in no event shall the total compensation and reimbursement, if any, to be paid to Subrecipient pursuant to this contract, exceed the maximum sum of \$5,000.

5. Financial Transparency. Transparency and full disclosure relating to sources and uses of public funds are materially imperative under this Contract. Subrecipient must publicly disclose it receives funding from City's Community Development Block Grant Fund in support of the prevention of homelessness. That disclosure must be posted on Subrecipient's website during the term of this Contract. Subrecipient must maintain an operational internet website accessible to the general public.

6. Continued Funding. City makes no offer, representation, or promise of future funding from City after the termination of this Contract. City further makes no representation or promise that it will not terminate this Contract and funding under this Contract pursuant to section 29.

7. Finance Procedures. Regardless of any other provision of this Contract, the City, in its sole discretion, may suspend, reduce or disallow any payment(s) of funds to Subrecipient under upon written notice to Subrecipient if Subrecipient's internal fiscal controls and records are changed without City's approval, or when, in City's sole determination, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for an ineligible purpose or for some use not permitted under this Contract.

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

B. 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. All donations and fees Subrecipient receives in connection with providing services under this Contract must be included in its financial reports in a balance sheet and operating statement presentation showing disposition of those donations and fees.

9. Contract Modifications. City, from time to time, may expand, reduce, or otherwise modify the Project Objective, scope of services and activities, or any other contract term the Subrecipient is required to provide under sections 1 and 2 of this Contract. However, City and Subrecipient must sign written Contract amendments with those mutually agreed upon modifications.

10. Subrecipient's Failure of Performance.

A. Subrecipient's failure to provide any work or services required by this Contract in a satisfactory and timely manner is a material breach of this Contract.

1. City shall determine in its sole discretion whether the work is satisfactorily completed.
2. If City determines services provided under this Contract have not been performed in a timely or satisfactory manner, City shall notify Subrecipient in writing and allow Subrecipient 10 days to cure any such failure.
3. If Subrecipient fails to cure the unsatisfactory or untimely work or performance pursuant to subsection 10.A.2, City may take any other action permitted by law or this Contract, including but not limited to termination or reduction in compensation to Subrecipient.

B. If Subrecipient fails to provide, in a timely and proper manner, any of the services or activities required under this Contract, City may reduce or modify the compensation payable to Subrecipient in a manner which appropriately reflects such reduction or diminution of services or activities.

C. If Subrecipient fails to fulfill in a timely and proper manner or violates any of the terms of this Contract, City with 60 days written notice to Subrecipient, may terminate this Contract with no further liability to Subrecipient beyond that expressly provided for in this Contract.

1. If this Contract is terminated:
  - a. All data, documents, drawings, maps, models, photographs, reports, studies, and surveys which have been or were prepared by Subrecipient with City funds pursuant to this Contract, shall become City's property; and
  - b. Subrecipient shall receive just and equitable compensation for work Subrecipient satisfactorily completed pursuant to this Contract prior to its termination, subject to subsection 10.B.2.b below.
2. Nothing in this Contract:
  - a. Deprives City of any rights or remedies, either at law or in equity or under this Contract, which it may assert against Subrecipient upon failure to fulfill any of the terms of this Contract; or
  - b. Relieves Subrecipient of any liability to City for any damages City sustains or losses City incurs resulting from Subrecipient's breach of this Contract. If City sustains such damages or incurs such losses, unless City has terminated this Contract, City may withhold as a set-off any payments due Subrecipient, until (i) an exact amount of City's damages and losses is fully and legally determined and (ii) City has recovered those amounts.
3. Nothing in this Contract precludes City and Subrecipient from mutually agreeing in writing to terminate this Contract.

11. Reports and Information. City and Subrecipient will comply with the following record keeping, City and HUD requirements.

A. Subrecipient must compile and maintain adequate financial records in a form satisfactory to the City. Those financial records must 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 Subrecipient must conform to regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

B. Subrecipient must follow Subrecipient's own administrative practices and policies established for its operation. Subrecipient represents to and promises City that those administrative practices and policies include, but are not limited to, a statement concerning employment, salary, wage rates, working hours, holidays, fringe benefits (health, hospitalization, retirement, etc.).

C. Subrecipient must implement and adhere to all pertinent equal opportunity compliance procedures, as adopted by City (including those in other sections of this Contract) and all federal and state, civil rights and equal opportunity laws, rules, regulations, orders, and guidelines.

D. Subrecipient must maintain case files, or other documentation acceptable to HUD and City, on each household served which include name, address, income eligibility, size of household, sex, race, disability status, and age of head of household; attestation of property rental certification compliance. Subrecipient must also include in those case files or other documentation such other information as HUD or City may subsequently require. Subrecipient shall submit an Annual Performance Report, which includes a demographic report, in formats approved by the City, by July 15, 2022.

E. The Annual Performance Report must detail levels of service given and include a full description of each activity to be assisted (or being assisted) with City CDBG funds, including its location (if the activity has a geographical locus), and the amount of CDBG funds budgeted for the activity. At the conclusion of each fiscal year period ending June 30, 2022 and the final contract period, a report will be required affirming how the funds were obligated and expended in comparison to budget and projected geographical impact.

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

Subrecipient Name – Heart of West Michigan United Way

Subrecipient's Unique Entity Identifier – DUNS 09594-5167

City Federal Award Identification Number – B21MC260020

City Federal Award Date – July 1, 2021

Subaward Period of Performance Start & End Date – July 1, 2021 - June 30, 2022

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

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

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

Federal Award Project Description –

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

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

Pass-Through Entity & Contact Information for Awarding Official - City of Wyoming/Community Development Department; DUNS 07928-3982; Community Services Director Rebecca Rynbrandt (616) 261-3520

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

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

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

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

12. Eligible Costs of the Subrecipient. Under this Contract, a cost incurred or expenditure made by or pursuant to this Contract must be fully documented and must comply with any limitations or exclusions in applicable federal, state and local laws, rules, regulations, orders and guidelines and conditions required by City, including the regulations in 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

13. Records and Documentation. Subrecipient must compile and maintain all necessary records concerning any matter covered by this Contract that City, from time to time, may require. Unless City otherwise expressly authorizes, Subrecipient must maintain all records related to this Contract, including financial records and accounts, for a period of 6 years after receipt of final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the 6-year period, the records Subrecipient must retain those records 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 City may deem necessary to ensure proper accounting for project funds, Subrecipient shall:

1. Make available to City or City's designated representatives all checks, payrolls, time records, invoices, contracts, vouchers, orders and other data, information, and material concerning any matter covered by this Contract; and
2. Permit City or City's designated representatives to audit, examine, excerpt, or transcribe all checks, payrolls, time records, invoices, contracts, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
3. Allow City or City's designated representatives to review any documents pertaining to this Contract that are considered as backup to Subrecipient's operation, regardless of funding source.

B. Within 180 days after the end of its fiscal year, Subrecipient will provide to City an audit meeting the requirements of the regulations of 2 CFR Part 200 entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."

C. A single audit must be conducted if Subrecipient as a non-federal entity expends \$750,000 or more in total federal awards in a year in accordance with OMB 2 CFR 200 and must be provided to City within 180 days after the end of Subrecipient's fiscal year. If a single audit is not required, Subrecipient must submit to City a letter of confirmation so stating within 180 days after the end of Subrecipient's fiscal year.

D. Subrecipient must furnish City or City's designated representatives the amounts reported by Subrecipient on Subrecipient's Schedule of Expenditures of Federal Awards (SEFA) to ensure accuracy in reporting the correct amounts of expended federal awards within 180 days after the end of Subrecipient's fiscal year.

15. Certification. Subrecipient must comply with certifications requirements and standards in 2 CFR 200.415, as a part of all annual and final fiscal reports and vouchers for payment using the following specific certification language:

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

16. Conflicts of Interest.

A. Subrecipient promises it has no conflict of interest and will not employ an individual having a conflicting interest in this Contract for the purpose of providing the services and activities set forth in the section 2 of this Contract or fulfilling other terms of this Contract.

B. Subrecipient has or will establish safeguards to prohibit Subrecipient's employees from using their 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.

C. Subrecipient and its directors, officers and employees, as well as any parent, affiliate, or subsidiary organization of Subrecipient have not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting to or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees, any consideration contingent upon the award of this Contract. No director, officer, or key employee of Contractor and no director, officer, or key employee of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City elected or appointed officer or board/commission member except as already disclosed in writing to City. Subrecipient will immediately notify City of any change in this circumstance.

17. Assignment and Transfer of Interest; Subcontracting. Subrecipient must not assign or transfer, whether by assignment or notation, any interest in this Contract, or subcontract any performance or of this Contract without City's prior written consent. However, Subrecipient may assign or transfer to a bank, trust company, or other financial institution accounts receivable or claims for money due or to become due Subrecipient from the City pursuant to this Contract without such consent, but, if it does so, Subrecipient must promptly inform City in writing of any such assignment or transfer.

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

19. Risk Allocation.

A. Subrecipient is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract.

B. Subrecipient will hold City (defined for purposes of this section to include City's officers and employees) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the) against any claims or demands made by persons other than City as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents. Subrecipient will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Subrecipient's services under this Contract or other acts or omissions of Subrecipient or Subrecipient's directors, officers, employees, or agents.

C. Subrecipient's obligations under this section will not be limited by the amounts of any insurance covering Subrecipient or Subrecipient's directors, officers, employees, or agents. Any insurance Subrecipient is required to obtain and maintain under this Contract are only minimum coverage requirements. Subrecipient shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance

that, in Subrecipient's own judgment, may be necessary for its proper protection in performing its obligations under this Contract.

20. Qualifications; Debarred or Ineligible Contractors.

A. Subrecipient has and will maintain, and any personnel engaged by Subrecipient to provide services or perform work under this Contract have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Subrecipient will comply with 24 CFR Part 24, which includes but is limited to the following: HUD funds may not be used to directly or indirectly to employ, award contracts to, or otherwise engage the services of any contractor or subrecipient during any period of debarment, suspension, or placement or ineligibility status. Subrecipient will check all Subrecipient's contractors, subcontracts, and vendors against the federal excluded parties list of debarred contractors at <https://www.sam.gov> to ensure they are not on that list.

C. Subrecipient is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

21. Federal Uniform Administrative Requirements. Subrecipient will comply with the following federal requirements for City contracted services using HUD CDBG funds:

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

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

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

D. Subpart J of 24CFR570.502, "Applicability of Uniform Administrative Requirements."

22. Insurance. Subrecipient must, for the term of this Contract, carry the following insurance and, before beginning any services under this Contract Subrecipient must provide to City copies of certificates of insurance showing the coverage to be in place. If requested by City, Subrecipient will provide copies of policies and endorsements setting out all coverage terms. Subrecipient will provide City updated certificates of insurance to demonstrate insurance is in place during the entire term of this Contract.

A. Insurance coverage will include:

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

Minimum Limits:

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

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

2. Automobile liability insurance to include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles. Coverage provided shall be primary and non-contributory to any coverage City may have in place.

Minimum Limits:

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

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

3. Workers' disability compensation and employer's liability as required by Michigan law.

4. The following language must be included on the certificates of commercial general liability and automobile liability insurance:

The following shall be Additional Insured's on all insurance policies: The City of Wyoming, including all elected and appointed officials, all employees, all volunteers, all boards, commissions, and/or authorities and their board members, employees, and all parties involved as their interest may appear.

Endorsements must be obtained to provide such coverage.

C. All insurance providers shall be "A" rated by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

23. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, consultants, or subrecipients engage in for or on behalf of City. Accordingly:

A. Subrecipient and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Subrecipient and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, 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.

2. Subrecipient will send to each labor union or representative of workers with which Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subrecipient's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Subrecipient or its subcontractors or consultants will, as part of its work on the contract, be engaging for or on behalf of City with others, Subrecipient shall ensure such engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency (LEP) Plan will comply with this requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Subrecipient under this Contract until Subrecipient complies and/or in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance may also result in Subrecipient's ineligibility to bid on or enter future contracts with City.

D. Subrecipient must retain and, upon City's request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish it, Subrecipient shall so certify to City's Director of Community Services.

E. Subrecipient must include provisions of paragraphs A through D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing, directly or indirectly related to this Contract and any other Subrecipient programs and activities that HUD or the United States Department of Justice determined are required to comply with those provisions. Subrecipient must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City

deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

24. Compliance with the Law. In providing services and activities required under and in fulfilling the terms of this Contract, Subrecipient will comply with all applicable federal, state and local laws, rules, regulations, orders, and guidelines, including but not limited to: the Architectural Barrier Act of 1968, 42 USC § 4151 *et seq.*; Barrier Free Design Act, 1966 PA 1, MCL 125.1351 *et seq.*; Davis–Bacon Act, 40 USC § 3141 *et seq.*; Copeland Anti-Kickback Act, 18 USC § 874, 40 USC § 3145, as supplemented by 29 CFR Part 3; and Federal Fair Labor Standards Act of 1938, 29 USC § 201 *et seq.*

25. Severability of Provisions. If any provisions or parts of this Contract are held invalid by a court or a state or federal agency of competent jurisdiction, or if any portion of any provision, or part of this Contract is held invalid, the remainder of this Contract shall not be affected if the remainder of this Contract would then continue to conform to applicable law.

26. Waiver. The failure of 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 a later breach of that contractual requirement or of the City's right of action for the breach of that term.

27. Disclosure of Confidential Material. All reports, data, information, forecasts, and records assembled, constructed, or prepared pursuant to or as a consequence of this Contract are subject to all federal and state laws, rules, regulations, orders and guidelines governing confidentiality and disclosure of public and other records and information. Subrecipient must comply with all federal and state laws, rules, regulations, orders, and guidelines governing confidentiality and disclosure of public and other records and information.

28. City Department or Office. City's Community Development Office will be responsible for the administration of this Contract on behalf of the City.

29. Termination at City's Election. City may, upon 60 days written notice to the Subrecipient, terminate this Contract and all of City's obligations under this Contract, including any obligations to provide Subrecipient Funding. City may exercise its rights under this provision regardless of whether Subrecipient breached any condition or obligation under this Contract. Once City provides written notice to Subrecipient without claiming Subrecipient breached this Contract, City shall not be obligated to supply Subrecipient Funding for any subsequent months of this Contract in an amount greater than the average monthly payment to the Subrecipient. Average monthly payment, for the purpose of this section, will be determined by totaling the City's payments from the beginning of the Contract term until the time notice is provided and dividing that amount by the number of funded months (or parts of months). City shall also compensate Subrecipient for any required expenses exceeding the average monthly payment in an amount not to exceed the total amount of Subrecipient Funding specified in Section 4.

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

**CITY OF WYOMING**

**HEART OF WEST MICHIGAN UNITED WAY**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Michelle VanDyke, President/CEO  
Date signed: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Kelli A. Vandenberg, Clerk  
Date signed: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Gail Montgomery, Vice President of Finance  
Date signed: \_\_\_\_\_, 2021

Approved as to form:



\_\_\_\_\_  
Scott G. Smith, City Attorney

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT  
KENT COUNTY VETERANS TREATMENT COURT FUNDS  
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court requested the amount of \$130,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$130,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$130,000 from the Veterans Service Millage [County of Kent].
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the Veterans Affairs Committee [County of Kent].
3. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Agreement Extension

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: June 21, 2021**

**Budget Amendment No. 069**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$130,000.00 of budgetary authority for expenses related to the Veteran's Treatment Court and recognize the associated grant revenue from Kent County as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Contributions from Local Units-Other Government Agencies				
101-583.513	65,000.00	130,000.00		195,000.00
District Court - District Court Probation - Temp Salaries (Project: Court MI Veteran)				
101-136-15100-707.000	133,974.94	59,307.96		193,282.90
District Court - District Court Probation - FICA (Project: Court MI Veteran)				
101-136-15100-715.000	20,996.20	10,733.56		31,729.76
District Court - District Court Probation - Workers Comp Insurance (Project: Court MI Veteran)				
101-136-15100-719.000	7,217.44	3,086.78		10,304.22
District Court - District Court Probation - Liability Insurance (Project: Court MI Veteran)				
101-136-15100-910.000	5,355.34	1,727.11		7,082.45
District Court - District Court Probation - Professional Services (Project: Court MI Veteran)				
101-136-15100-801.000	54,160.37	55,144.59		109,304.96
Fund Balance/Working Capital (Fund 101)		-	-	

Recommended:   
Finance Director

  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

I hereby certify that at a \_\_\_\_\_ meeting of the Wyoming City Council duly held on \_\_\_\_\_ the foregoing budget amendment was approved.

\_\_\_\_\_  
City Clerk

**STATE OF MICHIGAN**



WYOMING DISTRICT COURT  
62-A JUDICIAL DISTRICT  
2650 DEHOOP S.W.  
WYOMING, MI 49509-1893

PABLO CORTES  
CHIEF JUDGE

STEVEN M. TIMMERS  
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN  
COURT ADMINISTRATOR

JANE LIND  
DEPUTY COURT ADMINISTRATOR

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**MEMORANDUM – STAFF REPORT**

June 21, 2021

To: Wyoming City Council Members  
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Kent County Veteran Service Millage Funds

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Recommendation:

It is recommended that the City Council accept the amount of \$130,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

The Veterans Treatment Court has been in operation for over six years. Since the program started the Council has been extremely supportive of program objectives. The program continues to grow at a steady pace with an anticipated caseload of 30-40 veterans within the next several months. This is the only such program in Kent County. The program has been solely supported via a State Court Administrators Office grant, with additional funds coming from the Friends of the Kent County Veterans Treatment Court. In addition, funds remain available and approved by the Kent County Veterans Affairs Office.

The mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.

**EXTENSION OF AGREEMENT  
BETWEEN COUNTY OF KENT AND 62A DISTRICT COURT AND CITY OF  
WYOMING FOR KENT COUNTY VETERANS TREATMENT COURT SERVICES**

This Extension of Agreement is made and entered into on January 1, 2021 by and between the County of Kent, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (hereinafter referred to as "County") and City of Wyoming, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509 (hereinafter referred to as "City") and 62A District Court, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509 (hereinafter referred to as "Court").

**Recitals**

- A. County, City, and Court entered into an Agreement for Services effective January 1, 2020, and expiring on December 31, 2020 (the "Agreement"); and
- B. County, City, and Court wish to extend the Agreement; and
- C. The Original Agreement allows the parties to extend the term of the Agreement upon mutual written agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties, with the intent to be legally bound, agree as follows.

- 1. Extension of Original Agreement: The term of the Agreement shall now be extended through 11:59 p.m. on December 31, 2021.
- 2. Modification of Terms: The Notice and Contact Person for Kent County in Section 9 shall be:

Jennifer James  
Deputy County Administrator  
Kent County Administrator's Office  
300 Monroe Avenue NW  
Grand Rapids, MI 49503

- 3. Incorporation and Ratification of Terms: In all other respects, including compensation and scope of work, the undersigned hereby ratify and confirm the Agreement as originally drafted and executed by the parties.

In witness whereof, each party to this Extension of Agreement has caused it to be executed on the date(s) indicated below.

SIGNATURES APPEAR ON NEXT PAGE

County of Kent

By: \_\_\_\_\_  
Mandy Bolter, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Lisa Posthumus Lyons

Approved as to Form:

\_\_\_\_\_  
Craig Paull  
Assistant Corporate Counsel

City of Wyoming

By: \_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

62A District Court

By: \_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM  
ALLIED UNIVERSAL TECHNOLOGY SERVICES TO  
INSTALL SECURITY ACCESS DOOR CARD READERS AT THE 62A DISTRICT COURT  
AND AUTHORIZE THE ACCEPTANCE OF THE MMRMA GRANT AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Allied Universal Technology Services has provided the City with a proposal to install security access door card readers at the 62A District Court in the total estimated amount of \$14,463.11.
2. The City has been awarded MMRMA Rap Grant funding in the amount of \$7,231.55 towards the project.
3. Remaining funds are available in account number 101-136-13610-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Allied Universal Technology Services to install security access door card readers at the 62A District Court.
2. The City Council does hereby accept the MMRMA Rap Grand funding.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Contract

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

STAFF REPORT

Date: June 8, 2021
Subject: Security Access Door Proposal
From: Christopher Kittmann, Court Administrator

RECOMMENDATION:

It is recommended that the City Council approve the bid received by Allied Universal for the installation of security access door card readers at the Wyoming Courthouse in the amount of \$14,463.11.

COMMUNITY, SAFETY, STEWARDSHIP:

This project includes installation and equipment related to security door access card readers for each exterior courthouse door as well as interior lock-up doors. This security system will be utilized to maintain overall courthouse security in regards to LEIN requirements as well as controlled prisoner transport. This equipment is necessary for overall court operations and will help keep employees safe from external threats. This project has additional funding provided through a grant from the Michigan Municipal Risk Management Authority Risk Avoidance Program. If approved by the City Council, the MMRMA RAP grant will provide \$7,231.55 towards this project with the city providing additional funding equaling \$7,231.55.

DISCUSSION:

The Courthouse received two bids for the installation of security access doors. Each vendor has previously provided similar projects approved by Council. Both bids are "turn-key" and both have approval from the Information Technology Department. The bids received are as shown below:

Table with 2 columns: Vendor Name, Amount. Rows: Knight Watch (\$ 19,958.81), Allied Universal (\$ 14,463.11)

BUDGET IMPACT:

The total cost of the project will be \$14,463.11. If approved the MMRMA RAP grant will provide \$7,231.55 towards the project. The additional funding of \$7,231.55 will be provided from 101-136-13610-975.000.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$8,500)

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

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Allied Universal Technology Services  
(Name of contracting entity)  
A Limited Liability Company of the state of Delaware  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
5975 Crossroads Commerce Parkway  
(Contractor's street address)  
Wyoming, MI 48519  
(Contractor's city, state & zip)

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: May 7, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

**TERMS AND CONDITIONS**

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

In case of differences between the Standard Terms and terms in the Proposal, the Standard Terms will control.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

CITY OF WYOMING

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

Allied Universal Technology Services

By: [Signature]  
(Signature officer, director or principal of Contractor)  
Jim Salzwedel  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 6-15, 2021

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

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

9. **W-9.** Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. **Intellectual Property.** Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. **Quality.** Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. **Taxes.** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. **Disposal.** Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. **Restoration.** Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. **Manufacturer Information and Warranties.** Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. **Risk Allocation.** Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. **Insurance.** Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

18. **Records.** City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. **Assignment/Beneficiaries.** Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. **Independent Contractor.** Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

# EXHIBIT B

2014-2015

100

2014-2015

100

2014-2015

100

2014-2015

100



Full Breakdown of Ownership of Allied Universal Technology Services

Subsidiaries of Securadyne Systems Intermediate LLC

Ownership of Advent Systems, LLC					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
Advent Systems, LLC (IL - 2019)	3440 Sojourn Drive Suite 220 Carrollton, TX 75006	No	Securadyne Systems Intermediate LLC	100.00%	36-3941467
Ownership of Intelligent Access Systems of North Carolina, LLC					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
Intelligent Access Systems of North Carolina, LLC (GA - 2013)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Intelligent Access Systems Holdings LLC	100.00%	46-4373348
Intelligent Access Systems Holdings LLC (GA - 2004)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Securadyne Systems Intermediate LLC	100.00%	54-2152241
Ownership of Securadyne Systems Texas LLC					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
Securadyne Systems Texas LLC (DE - 2012)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Securadyne Systems Intermediate LLC	100.00%	35-2434716 (Disregarded)
Ownership of Surveillance Specialties, Ltd.					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
Surveillance Specialties, Ltd. (MA - 1986)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Securadyne Systems Intermediate LLC	100.00%	04-2906452
Ownership of Securadyne Systems Intermediate LLC					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
Securadyne Systems Intermediate LLC (DE - 2012)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Securadyne Systems Holdings LLC	100.00%	35-2434716
Securadyne Systems Holdings, LLC (DE - 2013)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Securadyne Systems, LLC	100.00%	45-3228347 (Disregarded)
Securadyne Systems, LLC (DE - 2011)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Allied Universal Sideco, LLC	100.00%	45-3218347

Legacy Allied Universal Systems' Entities

Ownership of SFI Electronics, LLC					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
SFI Electronics, LLC (DE - 2011)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Universal Services of America, LP	100.00%	56-1186278
Ownership of Universal Thrive Technologies, LLC					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
Universal Thrive Technologies, LLC (DE - 2013)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Universal Services of America, LP	100.00%	46-4150480

CONFIDENTIAL  
LAST UPDATED: 1/8/2021

Ownership of Universal Protection Security Systems, LP					
Entity	Head Office Mailing Address	Publicly Traded	Owner(s)	Ownership Percentage	Tax ID
Universal Protection Security Systems, LP (CA - 27-1563052)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	1. Universal Services of America, LP (CA) 2. Universal Protection GP, LLC (DE)	1. 99.80% 2. 0.20%	27-1563052
Universal Protection GP, LLC (DE - 2013)	3440 Sojourn Drive, Suite 220 Carrollton, TX 75006	No	Universal Services of America, LP (CA)	100.00%	46-3106307
Ownership of Universal Services of America, LP					
Universal Services of America, LP (CA - 2009)	161 Washington Street, Suite 600, Conshohocken, PA 19010, U.S.	No	1. Universal Group Holdings LLC (DE) 2. Allied Universal Holdco LLC (DE) 3. USA GP Sub I.L.C (DE)	1. 98.10% 2. 1.00% 3. 0.90%	61-1790568
USA GP Sub LLC (DE - 2013)	161 Washington Street, Suite 600, Conshohocken, PA 19010, U.S.	No	Universal Group Holdings LLC (DE)	100.00%	46-3174807
Universal Group Holdings LLC (DE - 2013)	161 Washington Street, Suite 600, Conshohocken, PA 19010, U.S.	No	1. Allied Universal Holdco LLC (DE) 2. Allied Universal Sideco, LLC (DE)	1. 60.97% 2. 39.03%	27-1562945

**Common Ownership of All AUTS Entities**

Allied Universal Sideco, LLC (DE - 2013)	161 Washington Street, Suite 600, Conshohocken, PA 19010, U.S.	No	USAGM Acquisition, LLC	100.00%	None
USAGM Acquisition, LLC (DE - 2015)	161 Washington Street, Suite 600, Conshohocken, PA 19010, U.S.	No	Allied Universal Holdco LLC	100.00%	47-4489614
Allied Universal Holdco LLC (DE - 2015)	161 Washington Street, Suite 600, Conshohocken, PA 19010, U.S.	No	Allied Universal Topco LLC	100.00%	None
Allied Universal Topco LLC (DE - 2015)	161 Washington Street, Suite 600, Conshohocken, PA 19010, U.S.	No	1. Warburg Pincus, a US private equity firm 2. Wendel Se, a French investment fund 3. Partners Group, a Swiss private equity firm 4. Members of management, the board and certain institution holders	1. Approx. 33% 2. Approx. 33% 3. Approx. 16% 4. Approx. a collective 18%	47-4134241

Officers of Allied Universal Technology Services

Entity	Officers
<ol style="list-style-type: none"> <li>1. Advent Systems, LLC</li> <li>2. Intelligent Access Systems of North Carolina, LLC</li> <li>3. Intelligent Access Systems Holdings LLC</li> <li>4. Securadyne Systems Texas LLC</li> <li>5. Surveillance Specialties, Ltd.</li> <li>6. Securadyne Systems Intermediate LLC</li> <li>7. Securadyne Systems Holdings LLC</li> </ol>	<ul style="list-style-type: none"> <li>• Steven S. Jones, President and Chief Executive Officer</li> <li>• David I. Buckman, Executive Vice President, General Counsel and Secretary</li> <li>• Andrew Vollero, Senior Vice President, Chief Financial Officer and Treasurer</li> <li>• Don Tefft, Vice President and Assistant Secretary</li> <li>• Carey Boethel, Assistant Secretary</li> <li>• Nancy Peterson, Assistant Secretary</li> <li>• Christopher Young, Assistant Secretary</li> </ul>
<ol style="list-style-type: none"> <li>1. SFI Electronics, LLC</li> <li>2. Universal Thrive Technologies, LLC</li> </ol>	<ul style="list-style-type: none"> <li>• Steven S. Jones, President and Chief Executive Officer</li> <li>• David I. Buckman, Executive Vice President, General Counsel and Secretary</li> <li>• Andrew Vollero, Chief Financial Officer and Treasurer</li> <li>• Paula Malone, Vice President and Assistant Secretary</li> <li>• Nancy Peterson, Assistant Secretary</li> </ul>
<ol style="list-style-type: none"> <li>1. Universal Protection Security Systems, LP</li> </ol>	<p>Universal Protection GP, LLC, as General Partner</p> <p>See officers of Universal Protection GP, LLC:</p> <ul style="list-style-type: none"> <li>• Steven S. Jones, President and Chief Executive Officer</li> <li>• David I. Buckman, Executive Vice President, General Counsel and Secretary</li> <li>• Andrew Vollero, Chief Financial Officer and Treasurer</li> <li>• Paula Malone, Vice President and Assistant Secretary</li> <li>• Ty Richmond, Division President</li> <li>• Nancy Peterson, Assistant Secretary</li> </ul>
<ol style="list-style-type: none"> <li>2. Securadyne Systems, LLC</li> <li>3. Allied Universal Sideco, LLC</li> <li>4. USAGM Acquisition, LLC</li> <li>5. Allied Universal Holdco LLC</li> <li>6. Allied Universal Topco LLC</li> </ol>	<ul style="list-style-type: none"> <li>• Steven S. Jones, President and Chief Executive Officer</li> <li>• David I. Buckman, Executive Vice President, General Counsel and Secretary</li> <li>• Andrew Vollero, Senior Vice President, Chief Financial Officer and Treasurer</li> </ul>



# Security Solution Proposal

## Wyoming 62A District Court

2650 Dehoop Ave Sw  
Wyoming, MI 49509

June 15, 2021

Chris Kittmann

## Add Readers and Upgrade to Smart Cards

Proposal Submitted  
By



*There for you.*

Proposal No. 44928-1-0

5975 Crossroads Commerce Parkway  
Wyoming, MI 49519-

## **Add Readers and Upgrade to Smart Cards Statement of Work**

**Place of Performance**  
Wyoming 62A District Court  
2650 Dehoop Ave Sw  
Wyoming, MI 49509

**Primary Point of Contact**  
Chris Kittmann  
Wyoming 62A District Court

### **Scope of work**

Upgrade two existing Cotag card only reader to HID card readers north entrance and east entrance  
Add one new exterior card only reader to north man door  
Add six new interior HID card or pin readers to three interior doors  
Add 100 of HID keyfobs  
Add one new DSX panel for one additional out door reader  
Add one new 1042 board only for two of the new indoor readers in existing DSX panel  
Use one existing DSX1042 board for two of the indoor readers in existing DSX panel  
Use the existing strikes on the two inner door in hallway  
Install new strikes on the new north door and inner door to holding cells  
Use two existing strike on the north entry and east entry  
Use existing cable were possible  
Set up new program for card readers.  
Remove old equipment and turn over to the City of Wyoming

**Add Readers and Upgrade to Smart Cards**

**Customer Number:** 1054961  
**Wyoming 62A District Court**  
 2650 Dehoop Ave Sw  
 Wyoming, MI 49509

**Contact:** Chris Kittmann  
**Phone:**  
**Email:**

**Proposal No.:** 44928-1-0  
**Date:** June 15, 2021  
**Your Reference:**  
**Valid To:** 7/15/2021  
**Payment Terms:** Net 30  
**Quoted By:** James Salzwedel  
**Phone:** (616)-260-3922  
**Email:** jim.salzwedel@aus.com

**Materials**

QTY	Description	Unit Price	Ext.Price
1	DSX:Intelligent Two Door I/O Controller	\$800.00	\$800.00
1	DSX:Intelligent 2 Door Package	\$1,273.08	\$1,273.08
7	HID:multiCLASS SE RPK40 Keypad Reader, W	\$352.15	\$2,465.05
2	HID:RP40 multiCLASS SE E Reader, BLK	\$204.83	\$409.66
2	WCW:18-06 OAS STR CMP Grn Stp 500'	\$260.00	\$520.00
1	WCW:18-02 UNS STR CMR Gry Jkt 500'	\$90.77	\$90.77
100	HID:ProxKey II Proximity Keyfob	\$4.75	\$475.00
1	DSX:12V LPS 110VAC to 15V DC10A	\$129.23	\$129.23
2	PWS:Battery, SLA, 12V 7Ah F1	\$17.37	\$34.74

**Supplies & Materials:**

QTY	Description	Ext.Price
1	Freight	\$60.00
1	Miscellaneous conduit back boxes wall penetrations	\$99.09
1	Warranty	\$247.90
1	Subcontractor Materials/Equipment Cost	\$1,786.67
1	Subcontractor Offsite Labor Cost	\$540.00

**Investment Summary**

<b>Total Equipment</b>	<b>\$6,197.53</b>
<b>Total Labor</b>	<b>\$5,531.93</b>
<b>Total Supplies &amp; Materials</b>	<b>\$2,733.66</b>
<b>Total Proposal Amount</b>	<b>\$14,463.11</b>

*Sales Tax will be included on the invoice at the time of billing if applicable.*

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Monthly Project Invoicing**.*

*Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.*

## Terms and Conditions of Sale

These Terms and Conditions (the “Terms”) govern the agreement of Securadyne Systems Intermediate LLC, a Delaware limited liability company d/b/a Allied Universal Technology Services with a principal place of business at 3440 Sojourn Drive, Suite 220, Carrollton, TX 75006, and on behalf of its affiliates and subsidiaries (the “Company” or “We”), to provide Equipment and Services to the entity or person whose name appears in the **Proposal** (as defined below) to which these Terms are attached (the “Client” or “You”). The Terms are incorporated into and made a part of the **Proposal**. The Terms, the **Proposal** and any Rider(s) collectively form the “Agreement”.

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. **Definitions:** Capitalized terms used throughout the Agreement shall have the meaning set forth below:

- a. “Affiliates” shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediates, controls, is controlled by, or is under common control with such party.
- b. “Client Premises” shall mean the Client locations wherein the Equipment and Services are provided.
- c. “Company Releasees” shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
- d. “Effective Date” shall mean the effective date of this Agreement set forth in the **Proposal** or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company’s **Proposal**.
- e. “Equipment” shall mean the equipment and other products set forth in the **Proposal** and installed or supplied by the Company.
- f. “LSaaS Services” shall mean the licensed software-as-a-service based software, technology and other equipment as identified in the **Proposal**.
- g. “Monitoring Services” shall mean the Services pertaining to Company’s burglar, fire and/or environmental alarm and video monitoring as set forth in the **Proposal**.
- h. “**Proposal**” shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
- i. “Service and Maintenance Services” shall mean the service and maintenance of the Equipment specified in any Proposal.
- j. “Services” shall mean the services identified in the **Proposal** or in the attached rider.
- k. “Systems” shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.

### 2. **Scope of Services:**

A. Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the **Proposal**, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the **Proposal**. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible hereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. However, certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties (“Third Party Products and Services”). The Company shall have no responsibility for the performance of such Third Party Products and Services, including the maintenance, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the **Proposal**. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

B. The Agreement shall be governed by the general terms and conditions set forth in these Terms (“General Terms”), and the Company’s provision of the LSaaS Services, Monitoring, and Service and Maintenance Services shall be further governed by the terms and conditions available at <https://www.aus.com/service-terms>, unless Client has a Rider that has been executed by the parties and applies to such LSaaS Services and Monitoring Services.

3. **Client Premises:** Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number.

**4. Warranties and Undertakings:**

A. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, COMPANY WARRANTS THAT IT SHALL INSTALL THE EQUIPMENT IN A GOOD AND WORKMANLIKE MANNER. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, IF ANY COMPONENT OF THE EQUIPMENT INSTALLED SHALL PROVE DEFECTIVE OR INOPERABLE UNDER NORMAL OPERATING CONDITIONS WITHIN ONE (1) YEAR FROM DATE OF INSTALLATION, COMPANY SHALL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE AFFECTED COMPONENT AT NO ADDITIONAL COST TO CLIENT. COMPANY RESERVES THE RIGHT TO SUBSTITUTE OR INSTALL USED PARTS OR PARTS OF EQUAL QUALITY. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO, AND IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR MORE THAN, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE "EXCLUDED WARRANTY CONDITIONS"): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

B. Client may purchase an Extended Limited Warranty for Equipment at Client's discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

C. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within five (5) days following Company's receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, WITH RESPECT TO THE SERVICES, SYSTEMS AND EQUIPMENT. THIS AGREEMENT AND THE SERVICES ARE SOLELY FOR THE MUTUAL BENEFIT OF THE PARTIES, AND NO BENEFITS, RIGHTS, DUTIES OR OBLIGATIONS ARE INTENDED OR CREATED BY THE SERVICES AS TO ANY THIRD PARTIES.

**5. INSURANCE; LIMITATIONS OF LIABILITY:**

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT'S OPERATIONS, PERSONNEL OR CLIENT'S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS' RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURANCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT'S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN "ADDITIONAL INSURED" UNDER COMPANY'S INSURANCE.

C. Company's duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information

that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT'S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER HEREUNDER.

#### **6. INDEMNIFICATION:**

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company's indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney's fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client's failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client's indemnification and defense obligations hereunder.

7. **Installation and Service; System Removal:** You shall comply with any technical requirements set forth in the **Proposal** such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

8. **Title to Equipment, System and Panel:** In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. Delivery will be by common carrier F.O.B Seller's shipping point. Seller assumes sole risk of any and all loss, damage and destruction to the Equipment or the System or any part or component thereof during shipment. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

9. **Equipment Returns:** You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

10. **Assignment:** You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company's consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. **Billing, Finance and Late Charges:**

A. Except for any Mobilization Fee (as defined below), Client shall pay all invoices, in full, within thirty (30) days after the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client's request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due.

B. Company reserves the right on any project to charge and invoice the Client fifty (50%) percent of the entire **Proposal** amount for the Project which shall be referred to as a "Mobilization Fee." The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. The company reserves the right to not begin project work until the mobilization invoice payment is received by the Client.

12. **Waiver:** A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a such party's right to enforce such provision at a later time.

13. **Applicable Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Venue:** Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company's principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. **Force Majeure:** Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, "Force Majeure"). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. **Severability:** If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. **Modifications:** No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. **Right to Terminate:** Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party's termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

19. **Regulatory Considerations:** Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, "Governmental Regulations") applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation

by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs:** In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client's payments for Services shall be increased by the amount of the increase in Company's costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Confidential and Proprietary Information:** Company and Client acknowledge that the Agreement may impose upon either or both parties the obligations concerning Confidential Information (as defined below) of the other party, and if so, each party shall comply with all such obligations imposed upon it in the Agreement. "Confidential Information" means all information that is provided by the disclosing party to the receiving party for use in connection with the Systems, Equipment or Services, but does not include: (a) information the receiving party already knows prior to such disclosure; (b) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement; and (c) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes (subject to the foregoing specific exclusions): (i) the terms of this Agreement; (ii) non-public personal or financial information relating to Client, a party's employees, customers or clients; and (iv) all trade secrets, proprietary data, information or documentation, or pricing or product information that the disclosing party provides to the receiving party.

**BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.**

By: \_\_\_\_\_  
Sales Representative Signature

By: \_\_\_\_\_  
Client Signature

By: \_\_\_\_\_  
Sales Representative Printed Name

By: \_\_\_\_\_  
Client Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Authorized Representative Signature  
Allied Universal<sup>®</sup> Technology Services

\_\_\_\_\_  
Authorized Representative Signature  
Wyoming 62A District Court

**Billing Information**

Street Address	
City	
State	
Zip Code	
Contact Name	
Contact Phone	
Contact Email	
Invoice Delivery Method (email, portal, mail, other)	
PO #	

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
CHANGE ORDER NO. 1 TO THE 2020 WATERMAIN REPLACEMENT PROJECT –  
MARQUETTE STREET AND DENWOOD AVENUE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve Change Order No. 1 to the 2020 Watermain Replacement Project – Marquette Street and Denwood Avenue in the amount of \$60,000.
2. Change Order No. 1 includes costs to regrade the intersection of Marquette Street and Federal Avenue and replace the curb and gutter on the east side of Denwood Avenue.
3. The additional costs for this project can be financed out of the Capital Improvement Fund Account No. 400-441-57300-972.573.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Change Order No. 1 to the 2020 Watermain Replacement Project – Marquette Street and Denwood Avenue in the amount of \$60,000.

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 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Change Order No. 1

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 14, 2021

Subject: 2020 Watermain Replacement Project – Marquette Street and Denwood Avenue – Change Order No. 1

From: Jeffrey Oonk, Senior Civil Engineer

Date of Meeting: June 21, 2021

---

### **RECOMMENDATION:**

Staff recommends including the regrading of the intersection of Marquette Street and Federal Avenue and replacement of the curb and gutter on the east side of Denwood Avenue in the 2020 Watermain Replacement Project – Marquette Street and Denwood Avenue. This will add an estimated \$60,000 in Change Order No. 1.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Reliable watermains provide safe potable water to residents and businesses for domestic use, industrial processes, and fire protection. Resurfacing/reconstructing the street surface is a necessary part of a watermain replacement project. Resurfacing restores street surfaces that have reached the end of their life cycle. This reduces maintenance costs and promotes safe and efficient vehicular travel for the residents of Wyoming. Well maintained street infrastructure adds to the economic strength of a community.

### **DISCUSSION:**

On April 21, 2020, the City of Wyoming awarded a contract for the 2020 Watermain Replacement Project – Marquette Street and Denwood Avenue to Bultsma Excavating, Inc. The contract was awarded in the amount of \$1,299,095.30 which was 10% below the Engineer's Estimate.

Watermain replacement requires removal of a significant portion of the street surface, base, and subbase. It is necessary to reconstruct the portions of the street that are removed for watermain construction and practical to resurface the entire street segment to provide a new street surface.

The intersection of Marquette Street and Federal Avenue was planned to be resurfaced as part of the watermain replacement project. During construction it was discovered that more extensive reconstruction was needed at this location to eliminate drainage issues and provide a solid base for the new pavement.

On Denwood Avenue, the watermain placement required all curb and gutter on the west side of the street to be replaced. Partial replacement of the curb and gutter on the east side was planned, but during construction it was determined that all curb and gutter needed to be replaced to eliminate surface drainage issues.

### **BUDGET IMPACT:**

The additional costs for this project can be financed out of the Capital Improvement Fund.

CHANGE ORDER NO. 1

PROJECT: 2020 Watermain Replacement Project – Marquette Street and Denwood Avenue

CONTRACTOR: Bultsma Excavating, Inc.

CONTRACT DATE: April 21, 2020

DESCRIPTION: Additional Grading and Curb and Gutter work

Contract Amount Prior to Change Order No. 1	\$1,299,095.30
Increase Resulting from Change Order No. 1	<u>\$60,000.00</u>
Adjusted Contract Amount	\$1,359,095.30

CITY OF WYOMING

---

Jack A. Poll  
Mayor

---

Kelli A. VandenBerg  
City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM CARRIER & GABLE, INC.  
FOR THE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT  
AND ILLUMINATED STREET SIGNS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Carrier & Gable, Inc. for the purchase of traffic signal equipment and illuminated street signs through June 5, 2022 for a total estimated annual amount of \$80,000.
2. Funds for the purchase are budgeted in account number 202-441-47400-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Carrier & Gable, Inc. for traffic signal equipment and illuminated street signs through June 5, 2022.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

ATTACHMENTS:  
Staff Report  
Quote

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 14, 2021

Subject: Authorize the Purchase of Traffic Signal Equipment and Illuminated Street Signs

From: Russ Henckel, Assistant Director of Public Works

Meeting Date: June 21, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council authorize the purchase of traffic signal equipment and illuminated street signs from sole source Carrier & Gable, Inc. from May 5, 2021 to June 5, 2022 per the attached quotation number WYOMING2021.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Continually maintaining and upgrading traffic signal equipment ensures that motorists and pedestrians are provided the most current safety features and efficiencies in Wyoming.

### **DISCUSSION:**

It is recommended that the City Council authorize the purchase of traffic signal equipment and illuminated street signs from Carrier & Gable, Inc. for the period of May 5, 2021 through June 5, 2022 per the attached quotation number WYOMING2021.

Carrier & Gable is the sole source in Michigan for the wide variety of traffic control devices we use, which can range from boxes, to circuit controllers, to brackets, to hardware, etc. as outlined in the attached 36-page quotation from them.

### **BUDGET IMPACT:**

It is expected that the City will purchase approximately \$80,000 of equipment for the year. Sufficient funds are available in the Major Street fund, account number 202-441-47400-775.000.



# CARRIER & GABLE, INC.

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# SALES QUOTE

Page: 1

Sales Quote WYOMING2021  
Sales Quote Date: 5/5/2021  
Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

### Sell

To: WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

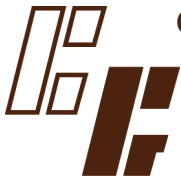
### Ship

To: WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:  
Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 10				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	14,347.50	14,347.50
105-2340	CABINET M30 4PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		8		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				
	ITEM 11				
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT		1	17,482.50	17,482.50
105-2341	CABINET P44 16PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
105-2620	BASE EXTENSION P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		



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# SALES QUOTE

Page: 2

Sales Quote WYOMING2021  
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Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

### Sell

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P.O. BOX 905  
WYOMING, MI 49509-0905

### Ship

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WYOMING, MI 49509-0905

### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:  
Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
157-1005	ANCHOR BOLT 3/4" X 39" X 3" ***** END of KIT *****		4		
	ITEM 12				
101ACM368P12LSITS	CABINET ASSY, M36, 8PH, 12LS WR ITS		1	17,239.00	17,239.00
105-2346	CABINET M36 8PH BIU WR MDOT ITS PGW POLE		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING ***** END of KIT *****		1		
	ITEM 13				
100-1000	C&G TECH SERVICES MISC		1	500.00	500.00
	ITEM 20				
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT ITS		1	17,989.00	17,989.00
105-2343	CABINET P44 16PH BIU WR MDOT PGW ITS CMB		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		



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# SALES QUOTE

Page: 3

Sales Quote WYOMING2021  
Sales Quote Date: 5/5/2021  
Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

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WYOMING, MI 49509-0905

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WYOMING, MI 49509-0905

### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:  
Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
105-2620	BASE EXTENSION P44 MDOT GREY		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	**** END of KIT ****				
	ITEM 21				
101ACM368P12LS	CABINET ASSY, M36, 8PH, 12LS, WR		1	16,605.00	16,605.00
105-2345	CABINET M36 POLE 8PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
558-1000	DATAKEY, SKF5V4MB BLACK, SIEMENS		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				
	ITEM 30				
101ACM368P12LSITS	CABINET ASSY, M36, 8PH, 12LS WR ITS		1	17,239.00	17,239.00
105-2346	CABINET M36 8PH BIU WR MDOT ITS PGW POLE		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		



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**SALES QUOTE**

Page: 4

Sales Quote WYOMING2021  
Sales Quote Date: 5/5/2021  
Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

**Sell**

To: WYOMING, CITY OF  
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P.O. BOX 905  
WYOMING, MI 49509-0905

**Ship**

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**ALL VALUES STATED IN U.S. DOLLARS**

Bid Item No.: Project No.:  
Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		4		
160-2015	POWER SUPPLY, CABINET TS2, 14 VDC PS-200-CG		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				
	ITEM 35				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	331.00	331.00
	ITEM 40				
105CABFDN	CABINET EXTENSION BASE/FDN ASSEMBLY		1	13.50	13.50
105-2620	BASE EXTENSION P44 MDOT GREY				
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
	**** END of KIT ****				
	ITEM 60				
101NF160	KIT, FLASHER CABINET EL240 STD 1 CIRCUIT		1	462.25	462.25
124-1011	FLASHER PANEL, 2 CKT FOR TC4000		1		
124-1000	CABINET, EL240 FLASHER TC4000 PG		1		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
103-3127	CABINET BRACKET, ALUMINUM		1		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	**** END of KIT ****				



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# SALES QUOTE

Page: 5

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### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:  
Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-2312	ITEM 70 CONTROLLER, COBALT-C, EOS		1	3,075.00	3,075.00
	ITEM 80 DATA KEY - OBSOLETE				
92GPS	ITEM 81 GPS ANTENNA W/HARNESS		1	334.00	334.00
92-2000	GPS RECEIVER, GARMIN 19XHVS		1		
85-5030	CABLE, GPS TO SEPAC W/TERMINAL BLK V.2 **** END of KIT ****		1		
173-3050	ITEM 82 TIME CLOCK, TR-4 GPS W/ GPS ANTENNA		1	790.00	790.00
173RTCGPSMDOT	ITEM 83 RTC MDOT GPS ASSEMBLY		1	228.95	228.95
100-1665	C&G TECH SVCS REDUCER NIPPLE FOR RTC		1		
100-1675	TERMINAL BLOCK, 4 POS MTD W/HDWR		1		
103-9050	TERMINAL COMPARTMENT, ALUM		1		
103-7636	BRACKET, 1-WAY ARM 12" BK36-B		1		
103-7658	FOOT, WD/STL 1.25" HOLE U1158 BLK .75" MH		1		
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1		
103-7865	BUSHING 1-1/4"-11-1/2 NPS WEF BLACK **** END of KIT ****		1		
	ITEM 90				



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# SALES QUOTE

Page: 6

Sales Quote WYOMING2021  
Sales Quote Date: 5/5/2021  
Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

### Sell

To: WYOMING, CITY OF  
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P.O. BOX 905  
WYOMING, MI 49509-0905

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WYOMING, MI 49509-0905

### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:  
Shipment Within:  
Shipping Terms:  
Project No.:  
Intersection:  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
160-2003	MONITOR, 6 CH ENHANCED SSM-6LE W/FYA		1	713.00	713.00
	ITEM 100				
160-2012	MONITOR, 12 CH UPLOAD SSM-12LEC		1	894.00	894.00
	ITEM 110				
160-2111	MONITOR, TS2 MMU2-16LEIP		1	1,010.00	1,010.00
	ITEM 120				
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		1	29.00	29.00
	ITEM 121				
129-1001	FILTER, CABINET 12"x16"x1"		1	3.70	3.70
	ITEM 130				
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-120VAC		1	40.75	40.75
	ITEM 141				
166-2981	RELAY, SOLID STATE, SPST N.O. STRUTHERS 418AXXL		1	62.00	62.00
	ITEM 142				
178-2980	RELAY, SOLID STATE, SPST N.O. CRYDOM A2475		1	106.90	106.90
	ITEM 143				
47-2022	ZONEDEFENDER PRO 120/240 160KA		1	828.00	828.00
	ITEM 144				
47-2021	ARRESTOR, ZONEGUARDIAN 12 AMP, 1P		1	255.50	255.50



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# SALES QUOTE

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Bid Item No.:  
Shipment Within:  
Shipping Terms:

Project No.:  
Intersection:  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
110-3000	ITEM 145 ARRESTOR, GAS TUBE 317B		1	17.25	17.25
460-1000	ITEM 150 FLASHER EDI MDL810-2 CIRCUIT		1	27.50	27.50
160-3000	ITEM 160 POWER SUPPLY, 1.5 A RACK PS-175B		1	225.00	225.00
460-2016	ITEM 161 POWER SUPPLY, CABINET TS2 12VDC PS-200		1	382.00	382.00
106-1000	ITEM 170 PUSHBUTTON ISOLATOR, DCI-82-242		1	47.00	47.00
158-1250	ITEM 172 SURGE SUPPRESSOR, 120VAC, 1PHASE SHA-1250		1	276.00	276.00
158-1251	ITEM 173 BASE, HARDWIRE FOR SHA-1250- BASE-A				
460-2017	ITEM 174 BUS INTERFACE UNIT, BIU700		1	265.00	265.00
85-5010	ITEM 200 CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00



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# SALES QUOTE

Page: 8

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Bid Item No.:  
Shipment Within:  
Shipping Terms:

Project No.:  
Intersection:  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
135-1000	ITEM 210 CABLE, RADIO 3/8" 100 FT ROLL		1	125.00	125.00
126-3100	ITEM 220 POWER CABLE, CAMERA 6' NTSC		1	46.25	46.25
151-0138	ITEM 230 CABLE, OPTICOM MDL 138 (500 FT ROLL)		1	343.00	343.00
135-1001	ITEM 240 CONNECTOR, 3/8" CABLE		1	12.50	12.50
169-2000	ITEM 250 CABLE, VIDEO, 3C W/PWR 500 FT		1	1,114.00	1,114.00
110-1025	ITEM 251 CABLE, VERSICAM 500' ROLL IMSA 40-2				
110-1022	ITEM 252 CABLE, VERSICAM 100' ROLL IMSA 40-2				
169-2100	ITEM 260 CABLE, VIDEO, 3C W/PWR 1,000 FT				
126-3001	ITEM 270 CONNECTOR, BNC W/RUBBER BOOT				
	ITEM 280				



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# SALES QUOTE

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Sales Quote WYOMING2021  
Sales Quote Date: 5/5/2021  
Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

### Sell

To: WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

### Ship

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Shipment Within:  
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Project No.:  
Intersection:  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
85-5000	CABLE, EPAC/EPIC/MARC TO PC				
	ITEM 290				
160LD	DETECTOR WITH HARNESS KIT		1	241.00	241.00
160-301T	DETECTOR, 1 CH SHELF LMD301T		1		
160-1002	HARNESS, DETECTOR 10 PIN		1		
	**** END of KIT ****				
	ITEM 300				
160LD4	DETECTOR 4 CH. WITH HARNESS KIT		1	466.25	466.25
160-0304	DETECTOR, 4 CHANNEL SHELF, LDM304		1		
106-4010	HARNESS 19PIN FOR 4 CH DETECTOR		1		
	**** END of KIT ****				
	ITEM 310				
160-4201	DETECTOR, 2 CH RACK ORACLE 2E		1	225.00	225.00
	ITEM 320				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	331.00	331.00
	ITEM 330				
160-301T	DETECTOR, 1 CH SHELF LMD301T		1	191.00	191.00
	ITEM 340				
160-0304	DETECTOR, 4 CHANNEL SHELF, LDM304		1	373.00	373.00
	ITEM 350				
108-NS10323	ISOLATION CARD FOR TC-26B,2 SLOT 4 CH		1	168.00	168.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
108-1000	ITEM 360 TC-30 DETECTOR MICROWAVE PRESENCE		1	595.00	595.00
108-5100	ITEM 361 INTERSECTOR INTERFACE BOARD TCIB-4.2		1	500.00	500.00
108-5000	ITEM 362 INTERSECTOR PRESENCE SNSR TC-CK1-SBE		1	4,550.00	4,550.00
108-NS007252	ITEM 363 ETHERNET CABLE EXTENDER (ECX)		1	800.00	800.00
108-NS003284	ITEM 370 ISOLATION CARD,TC-26B SENSOR PANEL MOUNTED		1	65.00	65.00
126-1007	ITEM 390 CAMERA, VANTAGE COLOR RZ4A-WDR-PAK		1	1,975.00	1,975.00
126-1015	ITEM 392 MODULE, VERSICAM RACK MOUNT		1	862.00	862.00
126-1016	ITEM 393 MODULE, VERSICAM SHELF MOUNT		1	1,008.00	1,008.00
126-1011	ITEM 394 VERSICAM, WIDE ANGLE COLOR FLEX		1	1,655.00	1,655.00



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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
126-0500	ITEM 400 PROCESSOR, EDGE2 1 CAMERA INPUT		1	2,485.00	2,485.00
126-0600	ITEM 410 PROCESSOR, EDGE2 2 CAMERA INPUT DUAL		1	4,255.00	4,255.00
126-0700	ITEM 420 EXTENSION MODULE, 2 CHANNEL		1	308.00	308.00
126-0800	ITEM 430 EXTENSION MODULE, 4 CHANNEL		1	347.00	347.00
126-1510	ITEM 440 LENS ADJUST MODULE W/DISPLAY V.2		1	1,670.00	1,670.00
126-1004	ITEM 470 BRACKET, CAMERA MOUNT UNIVERSAL		1	80.00	80.00
103ABCAMERA	ITEM 480 BRACKET, ASTRO CAMERA MOUNT		1	219.50	219.50
103-9150	BRACKET, CAMERA MOUNT		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2074	TUBE, GUSSET 74" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	**** END of KIT ****				
135-1003	ITEM 490 ANTENNA, YAGI DIRECTIONAL 12DB		1	334.50	334.50



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
135-1011	ITEM 500 ANTENNA, 8DB OMNI MAXRAD, W/BRACKET		1	137.00	137.00
136-3000	ITEM 510 ANTENNA, RUBBER DUCK REVERSE TNC LARSEN		1	17.00	17.00
135-1013	ITEM 520 MOUNTING BRACKET, MMK9 FOR OMNI		1	20.80	20.80
517-1000	ITEM 530 LENS, SNOW SHIELD KIT,12" (NO GASKET)		1	58.50	58.50
105-8445	ITEM 531 VISOR, 12" VEH POLY CUTAWAY, YEL		1	12.00	12.00
105-4601	ITEM 540 HOUSING POLY 12" 1 SEC YY		1	55.45	55.45
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		
105-4602	ITEM 550 HOUSING POLY 12" 2 SEC YY		1	110.80	110.80
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		
105-4600	ITEM 560 HOUSING POLY 12" 3 SEC YY		1	166.20	166.20
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-4618	ITEM 570 HOUSING POLY 12" 4 SEC YY		1	221.60	221.60
105-8442	VISOR, 12" VEH POLY TUNNEL, YELLOW		1		
105-4802X	ITEM 580 SIGNAL POLY 12" RYG YYY TNL		1	313.60	313.60
105-4803X	ITEM 590 SIGNAL POLY 12" R YA GA LED YYY TNL		1	318.70	318.70
105-4810X	ITEM 600 SIGNAL POLY 12" RED LED YYY TNL		1	115.45	115.45
105-4821X	ITEM 610 SIGNAL POLY 12" YEL LED YYY TNL		1	117.95	117.95
105-4803X	ITEM 620 SIGNAL POLY 12" R YA GA LED YYY TNL		1	318.70	318.70
105-4852X	ITEM 630 SIGNAL POLY 12" YA GA LED YYY TNL		1	220.80	220.80
105-4850X	ITEM 640 SIGNAL POLY 12" Y G LED YYY TNL		1	215.70	215.70
105-4805X	ITEM 650 SIGNAL POLY 12" RA YA YA GA YYY TNL		1	430.60	430.60



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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
132-1000X	ITEM 660 DIALIGHT LED 12" RED INSERT XL ITE		1	48.50	48.50
132-1002X	ITEM 661 DIALIGHT LED 12" RED ARROW INSERT ITE		1	52.00	52.00
132-2000X	ITEM 670 DIALIGHT LED 12" YEL INSERT XL ITE		1	51.00	51.00
132-3000X	ITEM 680 DIALIGHT LED 12" GRN INSERT XL ITE		1	47.90	47.90
132-2002X	ITEM 690 DIALIGHT LED 12" YEL AR INSERT ITE OD		1	53.00	53.00
132-3002X	ITEM 700 DIALIGHT LED 12" GRN AR INSERT ITE OD		1	51.00	51.00
103-7401	ITEM 701 PINNACLE, SIGNAL CLOSURE POLY YELLOW		1	3.95	3.95
103-4130EC	ITEM 710 BACKPLATE, 3 SEC, 1" REF, ECONOLITE		1	94.20	94.20
101TS12C6LED	ITEM 720 1-WAY 5-COLOR 12"SWTS LED C6 DH		1	767.80	767.80
105-4850X	SIGNAL POLY 12" Y G LED YYY TNL		1		
105-4852X	SIGNAL POLY 12" YA GA LED YYY TNL		1		



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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-4810X	SIGNAL POLY 12" RED LED YYY TNL		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		1		
103-7426	BRACKET, 2W DOG HS BOTTOM STUD YELLOW		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	**** END of KIT ****				
	ITEM 730				
103AB8446DHBO	ASTRO BRACKET DOG HOUSE ASSY BRKTS ONLY		1	352.00	352.00
103-2409	ARM KIT, 5 SEC DOG HOUSE ASSY		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	**** END of KIT ****				
	ITEM 740				
103AB8446	ASTRO BRKT 84" BAND 46" TUBE		1	192.25	192.25
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	**** END of KIT ****				
	ITEM 750				
103AB3658	BRACKET,ASTRO 4 SECTION 12"		1	202.00	202.00
103-2084	CLAMP KIT, 84" S.S. CABLE		1		



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2058	TUBE, GUSSET 58" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE ***** END of KIT *****		1		
103-7415	ITEM 760 BRACKET, 2-WAY SW 12" TOP BK15		1	155.00	155.00
103-7416	ITEM 770 BRACKET, 2-WAY SW 12" BOT BK16		1	22.75	22.75
103-7417	ITEM 780 BRACKET, 3-WAY SW 12" TOP BK17		1	246.00	246.00
103-7418	ITEM 790 BRACKET, 3-WAY SW 12" BOT BK18		1	88.00	88.00
103-7419	ITEM 800 BRACKET, 4-WAY SW 12" TOP BK19		1	270.00	270.00
103-7420	ITEM 810 BRACKET, 4-WAY SW 12" BOT BK20		1	87.75	87.75
101-7011	ITEM 820 SPAN WIRE CLAMP, KA63 UNF		1	30.00	30.00
103-7015	ITEM 830 BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	66.75	66.75



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103-7015	ITEM 840 BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	66.75	66.75
103-7015	ITEM 850 BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	66.75	66.75
103-7607	ITEM 860 PIPE, CENTER 31" U-1516 BLK		1	24.75	24.75
101-7140	ITEM 870 SIG TO SIG JOINER WASHER & HWD A844291		1	9.00	9.00
101-6801X	ITEM 890 SIGNAL POLY 12" PED LED H/M FILLED ITE		1	175.50	175.50
105-6815X	ITEM 900 SIGNAL POLY 16" PED LED CD FILLED ITE		1	290.00	290.00
132-6007X	ITEM 910 DIALIGHT LED 12" PED H/M INSERT ITE		1	117.00	117.00
146-1002	ITEM 920 PUSHBUTTON, BULL DOG III YEL LATCH & MMTRY		1	87.00	87.00
146-2001	ITEM 930 ADAPTER, PUSHBUTTON WOOD YEL		1	22.10	22.10



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 931 146-3002 BLOCKED				
146-3006	ITEM 932 CONTROL UNIT W/ENET, USB PORT, HDWR KIT		1	2,856.00	2,856.00
146-3110	ITEM 934 EZ CONFIGURATOR GREY CASE		1	370.00	370.00
115-1010	ITEM 940 SHAFT 10' SPUN ALUM.		1	232.00	232.00
115-1014	ITEM 950 SHAFT 14' SPUN ALUM.		1	325.00	325.00
115-1016	ITEM 960 SHAFT 16' SPUN ALUM.		1	371.00	371.00
103-1530	ITEM 970 BASE, SQUARE W/SET SCREW & LUG		1	193.50	193.50
157-1001	ITEM 980 ANCHOR BOLT 3/4" X 18" X 3"		1	9.00	9.00
103-7638	ITEM 990 BRACKET, 2-WAY 12" "T" BK38-B		1	160.75	160.75
	ITEM 1010				



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103-7640	BRACKET, 16" 2-WAY STRAIGHT ARM BLK		1	128.50	128.50
	ITEM 1020				
103-7606	BRACKET,2-W PT 12"BOT 14"BK06-B		1	173.25	173.25
	ITEM 1021				
103-7612	BRACKET, 2-W PT 12" TOP BK06Z-B		1	198.85	198.85
	ITEM 1030				
103-7647	BRACKET,2-W PT 12"TOP 14"BK47-B		1	75.95	75.95
	ITEM 1031				
103-7608	BRACKET, 1-W PT 12"TOP BK04Z-B		1	150.00	150.00
	ITEM 1040				
103-7636	BRACKET, 1-WAY ARM 12" BK36-B		1	68.75	68.75
	ITEM 1050				
103-7669	FOOT, 4" POLE (U1169) BLACK		1	15.25	15.25
	ITEM 1060				
103-7660	FOOT, WOOD POLE UJ60 BLK W/HOLE		1	42.00	42.00
	ITEM 1061				
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1	1.20	1.20
	ITEM 1070				
147-1003	LOOP SEALANT PLY PACK 1 LTR BLK		1	39.80	39.80



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(248) 477-8700 (248) 473-0730 • FAX

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# SALES QUOTE

Page: 20

Sales Quote WYOMING2021  
Sales Quote Date: 5/5/2021  
Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

### Sell

To: WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

### Ship

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2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:  
Shipment Within:  
Shipping Terms:  
Project No.:  
Intersection:  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
147-1006	ITEM 1080 GUN, 1 LTR PLY PACK APPLICATION PNEUMATIC		1	313.60	313.60
151-0762	ITEM 1090 PHASE SELECTOR, 2 CH 762		1	2,296.00	2,296.00
151-0764	ITEM 1100 PHASE SELECTOR, 4 CH 764		1	3,367.00	3,367.00
151-0511	ITEM 1110 DETECTOR, MDL 711, 1 CH., 1 DIR		1	575.00	575.00
151-0521	ITEM 1120 DETECTOR, MDL 721, 1 CH., 2 DIR		1	643.00	643.00
151-0522	ITEM 1130 DETECTOR, MDL 722, 2 CH., 2 DIR		1	891.00	891.00
103-0500	ITEM 1140 SPAN CLAMP, OPTICOM DETECTOR		1	16.00	16.00
151-0760	ITEM 1150 CARD RACK, W/ P1 HARNESS 760		1	382.00	382.00
151-792H	ITEM 1160 EMITTER, HIGH PRIORITY 792H		1	1,224.00	1,224.00



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
151-592R	ITEM 1170 SWITCH, 592R EMITTER W/RANGE CTL		1	212.50	212.50
103-7495	ITEM 1180 MINI-BRAC FOR OPTICOM SENSOR MOUNT		1	54.00	54.00
180-2400L	ITEM 1190 CASE SIGN, 24X30 4W HT LED		1	1,280.00	1,280.00
18024304WLED	ITEM 1191 CASE SIGN 24X30 4WAY HT LED		1	1,676.75	1,676.75
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
180-2400L	CASE SIGN, 24X30 4W HT LED		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		4		
	**** END of KIT ****				
180-2200U	ITEM 1200 CASE SIGN, 24X30 2W HT LED UNIVERSAL		1	863.00	863.00
18024302WLED	ITEM 1201 CASE SIGN 24X30 2WAY HT LED		1	1,109.75	1,109.75
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
180-2200U	CASE SIGN, 24X30 2W HT LED UNIVERSAL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	**** END of KIT ****				



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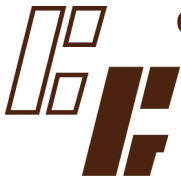
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180-2110U	ITEM 1210 CASE SIGN, 24X30 1W HT LED UNIVERSAL		1	923.00	923.00
180S2W2430	ITEM 1211 CASE SIGN 2-WAY 24X30 HUB TOP		1	1,109.75	1,109.75
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
180-2200U	CASE SIGN, 24X30 2W HT LED UNIVERSAL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	**** END of KIT ****				
180-2100U	ITEM 1220 CASE SIGN, 24X30 1W AB T & B LED UNIVERSAL		1	865.00	865.00
180S1W2430AB	ITEM 1221 CASE SIGN 1-WAY AST/BK TB		1	1,132.25	1,132.25
180-2100U	CASE SIGN, 24X30 1W AB T & B LED UNIVERSAL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
	**** END of KIT ****				
180-1100L	ITEM 1230 CASE SIGN, 12X27 1W HB LED		1	698.00	698.00
	ITEM 1240				



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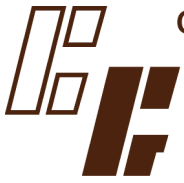
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180-1101L	CASE SIGN, 12X27 1W AB T&B LED		1	698.00	698.00
	ITEM 1242				
180S1W1227ABLED	CASE SIGN 1-WAY 12X27 AST/BKT/T LED		1	734.00	734.00
180-1101L	CASE SIGN, 12X27 1W AB T&B LED		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1250				
180-1102L	CASE SIGN, 12X27 1W HT AB BOT LED		1	698.00	698.00
	ITEM 1251				
180S1W1227HTLED	CASE SIGN, 12X27 1W HT ABB LED		1	734.00	734.00
180-1102L	CASE SIGN, 12X27 1W HT AB BOT LED		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1260				
180-1401L	CASE SIGN, 12X27 4W THRU PIPE LED		1	1,402.00	1,402.00
	ITEM 1280				
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1	75.00	75.00
	ITEM 1290				
144-1901	SIGN FACE, 12X27 RIGHT		1	27.00	27.00



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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
144-1902	ITEM 1300 SIGN FACE, 12X27 LEFT		1	27.00	27.00
144-1903	ITEM 1310 SIGN FACE, 12X27 THRU		1	27.00	27.00
196-2415	ITEM 1320 RETROFIT KIT, 24 X 30 4 WAY		1	400.00	400.00
196-1000	ITEM 1330 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	155.00	155.00
196-1010	ITEM 1340 RETROFIT KIT, 12 X 27 1 WAY		1	123.00	123.00
196-1000	ITEM 1350 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	155.00	155.00
196-1502	ITEM 1370 POWER SUPPLY, 100 WATT RETROFIT		1	55.00	55.00
180-3077	ITEM 1390 LED, BO, 24X30 NLT SYM BLACK AB T/B		1	3,345.00	3,345.00
180-NS003695	SIGN, YELLOW, 24X30, LED BLK. OUT, NLT SYM, AB		1	2,692.35	2,692.35
180-3080	ITEM 1391 LED, BO, 24X30 NLT SYM BLACK HUB T&B		1	3,345.00	3,345.00
180-NS006309	SIGN, YELLOW, 24X30, LED BLK OUT NLT, HUB TOP		1	2,692.35	2,692.35



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1400				
180-3078	LED, BO, 24X30 NRT SYM BLACK AB T/B		1	3,345.00	3,345.00
180-NS003696	SIGN,YELLOW,24X30 LED BLK OUT, NRT SYM, AB		1	3,210.00	3,210.00
	ITEM 1401				
180-3082	LED, BO, 24X30 NRT SYM YELLOW HUB TOP		1	3,345.00	3,345.00
	ITEM 1410				
180-3076	LED, BO, 24X30 NTOR LGN BLACK AB T/B		1	3,345.00	3,345.00
180-3086	LED, BO, 24X30 NTOR LGN YEL AB T/B		1	3,345.00	3,345.00
	ITEM 1411				
180-3075	LED, BO, 24X30 NTOR LGN BLACK HT		1	3,345.00	3,345.00
180-NS006311	SIGN,YELLOW,24X30,LED BLK OUT NTOR, HUB TOP		1	2,807.75	2,807.75
	ITEM 1420				
125-1600	ACCESS POINT CARD, CONTACT CLOSURE		1	1,935.00	1,935.00
	ITEM 1430				
125-1605	SERIAL PORT RADIO		1	708.00	708.00
	ITEM 1440				
125-1610	ISOLATOR		1	386.00	386.00
	ITEM 1441				
141-3100	CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	7.55	7.55



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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
141-3101	ITEM 1442 CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	8.10	8.10
141-3103	ITEM 1443 CABLE, CAT 5 ENHANCED 1 FT STRAIGHT THRU		1	7.15	7.15
141-3200	ITEM 1445 CONNECTOR, RJ45 MODULAR 300568EZ		1	2.30	2.30
125-2020	ITEM 1450 REPEATER, BATTERY OPER LONG LF RP240-BH-LL-2		1	1,555.00	1,555.00
125-2005	ITEM 1460 BRACKET, MOUNTING AP/REP /SPP RADIO		1	179.00	179.00
125SENSORS	ITEM 1470 SENSYS SENSOR ASSY		1	586.00	586.00
125-3002	SENSOR, F, COUNT,		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR **** END of KIT ****		1		
125SENSORS	ITEM 1471 SENSYS SENSOR ASSY		1	477.00	477.00
125-3003	SENSOR, T, STOP BAR		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR **** END of KIT ****		1		
	ITEM 1490				



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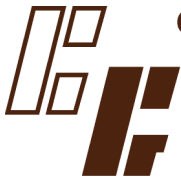
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
125-4001	EXTENSION CARD, CONTACT CL, NEMA TS1 OR TS2		1	439.00	439.00
	ITEM 1500				
125-1000	EPOXY, VSN240-F/T, BLACK		1	62.00	62.00
	ITEM 1505				
125-1001	EPOXY, VSN240-F/T, ORANGE		1	62.00	62.00
	ITEM 1510				
511-2000	GUN, EPOXY CAULK, 450ML		1	86.00	86.00
	ITEM 1520				
134-3250	CABLE, CAT 5E OUTDOOR/FLOODED 250 FT ROLL		1	100.00	100.00
	ITEM 1521				
134-3500	CABLE, CAT 5E OUTDOOR/FLOODED 500 FT ROLL		1	200.00	200.00
	ITEM 1522				
134-3000	CABLE, CAT 5E OUTDOOR/FLOODED 1,000 FT ROLL		1	400.00	400.00
	ITEM 1523				
169-0500	CABLE, CAT 5E OD, 600V 500', BELDEN 7958A		1	610.00	610.00
	ITEM 1524				
178-1100	CONNECTOR, EZ-RJ45 FOR 600V CAT 5E		1	3.15	3.15
	ITEM 1525				
141-3101	CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	8.10	8.10



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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
141-3100	ITEM 1526 CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	7.55	7.55
126-1450	ITEM 1550 CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	1,920.00	1,920.00
126-1425	ITEM 1570 CCU, VANTAGE NEXT, NEXT-CCU-PAK		1	3,750.00	3,750.00
126-1450	ITEM 1580 CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	1,920.00	1,920.00
126-1436	ITEM 1590 CCU, VANTAGE NEXT, 2 CAM, TS2, SHELF		1	8,250.00	8,250.00
126-1435	ITEM 1600 CCU, VANTAGE NEXT, 4 CAM, TS2, SHELF		1	12,750.00	12,750.00
513-1000	ITEM 1610 SIGN, DRIVER FEEDBACK, 15" WHITE		1	2,982.00	2,982.00
513-1100	SOLAR KIT, DRIVER FEEDBACK 150 WATT		1	2,770.00	2,770.00
1802W6SNS	ITEM 1620 SNS KIT 6', 2-WAY W/FACES & MOUNT		1	1,600.50	1,600.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		



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180-9953	HOUSING, 6' 2W SNS W/FACE SUB ASSY		1		
180-8807	STREET NAME SIGN FACE, LEXAN 6' PER DRAWING ***** END of KIT *****		1		
	ITEM 1621				
180SNS	STREET NAME SIGN W/ BRACKETS		1	1,852.50	1,852.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8600L	STREET NAME SIGN, 6' 2W W/FACE LED ***** END of KIT *****		1		
	ITEM 1630				
1802W8SNS	SNS KIT 8', 2-WAY W/FACES & MOUNT		1	1,857.50	1,857.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9950	HOUSING, 8' 2W SNS W/FACE SUB ASSY		1		
180-8808	STREET NAME SIGN FACE, LEXAN 8' PER DRAWING ***** END of KIT *****		1		
	ITEM 1640				
180SNS	STREET NAME SIGN W/ BRACKETS		1	1,682.50	1,682.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9951	HOUSING, 8' 1W SNS W/FACE SUB ASSY		1		
180-8808	STREET NAME SIGN FACE, LEXAN 8' PER DRAWING		1		



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Sales Quote WYOMING2021  
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Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

### Sell

To: WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

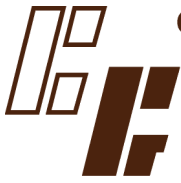
### Ship

To: WYOMING, CITY OF  
2660 BURLINGAME, S.W.  
P.O. BOX 905  
WYOMING, MI 49509-0905

### ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:  
Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	**** END of KIT ****				
	ITEM 1641				
180SNS	STREET NAME SIGN W/ BRACKETS		1	2,208.50	2,208.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8800L	STREET NAME SIGN, 8' 2W W/FACE LED		1		
	**** END of KIT ****				
	ITEM 1650				
1801W6SNS	SNS KIT, 6' 1-WAY W/LOGO		1	1,550.50	1,550.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-9952	HOUSING, 6' 1W SNS W/FACE SUB ASSY		1		
180-8807	STREET NAME SIGN FACE, LEXAN 6' PER DRAWING		1		
	**** END of KIT ****				
	ITEM 1651				
180SNS	STREET NAME SIGN W/ BRACKETS		1	1,802.50	1,802.50
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8601L	STREET NAME SIGN, 6' 1W W/FACE LED		1		
	**** END of KIT ****				
	ITEM 1660				



# CARRIER & GABLE, INC.

24110 Research Drive  
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# SALES QUOTE

Page: 31

Sales Quote WYOMING2021  
Sales Quote Date: 5/5/2021  
Expires On: 6/5/2022  
Customer ID: 2170  
SalesPerson: Joe Rodes  
Terms: NET 30 DAYS

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Bid Item No.:  
Shipment Within:  
Shipping Terms:  
Project No.:  
Intersection:  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
196RFSNS62W	RETROFIT KIT 6' SNS 2 WAY LED		1	457.00	457.00
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
	***** END of KIT *****				
	ITEM 1670				
196RFSNS82W	RETROFIT KIT 8' SNS 2 WAY LED		1	620.00	620.00
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
	***** END of KIT *****				
	ITEM 1681				
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		1	27.00	27.00
	ITEM 1690				
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1	124.50	124.50
	ITEM 1700				
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		2	170.00	340.00
	ITEM 1710				
104-1000	PULL BOX, 14X19X12, GREY, W/T.S. CVR		1	69.60	69.60
	ITEM 1720				
104-3000	PULL BOX, 1324-15-3B W/ TRAFFIC SIGNAL CVR		1	243.25	243.25
	ITEM 1730				
197-4000	PULL BOX, SYN1324T18 SYNERTECH		1	267.00	267.00



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Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
197-4007	ITEM 1740 COVER, T.S. FOR 1324T18, SYN1324T032		1	204.15	204.15
169-5000	ITEM 1750 PULL BOX, PG1730BA18		1	422.00	422.00
169-5001	ITEM 1760 COVER, H.D. T.S. FOR PG1730BA18		1	367.00	367.00
157-1022	ITEM 1800 ANCHOR BOLT 1.75"X 114"X6" MDOT		1	240.20	240.20
157-1023	ITEM 1810 ANCHOR BOLT 2" X 114" X 6" MDOT		1	304.65	304.65
194-8075	ITEM 1820 STRAIN CLAMP, 7.5" DIA MDOT		1	118.00	118.00
194-8085	ITEM 1830 STRAIN CLAMP, 8.5" DIA MDOT		1	118.00	118.00
194-8095	ITEM 1840 STRAIN CLAMP, 9.5" DIA MDOT		1	118.00	118.00
194-8105	ITEM 1850 STRAIN CLAMP, 10.5" DIA MDOT		1	118.00	118.00



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Shipment Within:  
Shipping Terms:

Project No.:  
Intersection:  
Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
194-8115	ITEM 1860 STRAIN CLAMP, 11.5" DIA MDOT		1	118.00	118.00
194-8125	ITEM 1870 STRAIN CLAMP, 12.5" DIA MDOT		1	118.00	118.00
144-1011	ITEM 1880 PED SIGN - R10-3E AR RIGHT COUNTDOWN		1	19.00	19.00
144-1012	ITEM 1881 PED SIGN - R10-3E AR LEFT COUNTDOWN		1	19.00	19.00
144-1004	ITEM 1882 PED SIGN - R10-3B AR RIGHT MDOT		1	11.00	11.00
144-1005	ITEM 1883 PED SIGN - R10-3B AR LEFT MDOT		1	11.00	11.00
571-1280	ITEM 1890 TOP TETHER ASSEMBLY, ALUM		1	22.75	22.75
571-1281	ITEM 1900 BOTTOM TETHER ASSEMBLY, ALUM		1	21.50	21.50
403-1225	ITEM 1910 TETHER, TRI-STUD, ALUM, W/NYL NUT		1	28.75	28.75
	ITEM 1920				



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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
571-4000	HANGER ASSY, BREAKAWAY		1	58.25	58.25
	ITEM 1930				
533TETHER	TETHER ASSY, LOWER SPAN, 2 ENDS		1	108.80	108.80
533-4009	TURNBUCKLE, 9" MAX ADJ, 2200# WORK LOAD		2		
533-4014	JAM NUT, TURNBUCKLE 1/2-13, RIGHT		2		
533-4015	JAM NUT, TURNBUCKLE 1/2-13, LEFT		2		
	***** END of KIT *****				
	ITEM 1940				
180-7135EC	SIGNAL SUPPORT PLATE, INNER, ECONOLITE		1	6.00	6.00
	ITEM 1950				
180-7130	SIGNAL SUPPORT PLATE, OUTER, SA		1	6.00	6.00
	ITEM 1960				
580MDOTCELL	DIGI CELLULAR ROUTER, MDOT		1	650.30	650.30
580-3004	CELLULAR ROUTER, DIGI, 4G LTE, GPS, WR31		1		
178-2005	POWER SUPPLY, 24V, 40 WATT GST40A24-P1J		1		
178-2006	POWER CORD, POWER SUPPLY, 10A, 125VAC		1		
518-9010	PIGTAIL, DC BARREL FOR 40W PWR SPLY		1		
	***** END of KIT *****				
	ITEM 1970				
580-3020	ANTENNA, CELLULAR/LTE & GPS, CAB MNT		1	146.00	146.00
	ITEM 1980				
126VECTORCAM	VECTOR CAMERA SYSTEM		1	5,970.00	5,970.00



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**SALES QUOTE**

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Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
126-1710	VECTOR NEXT SENSOR, NEXT CAM & RADAR		1		
100-1015	BRACKET, VECTOR CROSSFIRE		1		
	***** END of KIT *****				
	ITEM 2000				
103TS12ABHAWK	1-WAY HAWK, 2-COLOR 12" MATS HAWK		1	867.55	867.55
105-4810X	SIGNAL POLY 12" RED LED YYY TNL		2		
105-4821X	SIGNAL POLY 12" YEL LED YYY TNL		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		2		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
103-4143EC	BACKPLATE, 3 SEC HAWK, 1" REF, ECONOLITE		1		
	***** END of KIT *****				
	ITEM 2010				
146BULLDOG	PUSHBUTTON AND SIGN, BULLDOG HAWK		1	123.00	123.00
146-1011	PUSHBUTTON, BULL DOG SP-014 YELLOW		1		
146-2003	ADAPTER, PUSHBUTTON STEEL YEL		1		
144-1011	PED SIGN - R10-3E AR RIGHT COUNTDOWN		1		
144-1012	PED SIGN - R10-3E AR LEFT COUNTDOWN		1		
	***** END of KIT *****				
	ITEM 2020				
101WSH	SIGN, X-WALK STOP ON RED HAWK		1	238.25	238.25
144-NS007783	SIGN, 24X30 R10-23, CROSSWALK STOP ON RED,		1		



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**SALES QUOTE**

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**ALL VALUES STATED IN U.S. DOLLARS**

Bid Item No.: Project No.:  
Shipment Within: Intersection:  
Shipping Terms: Project City:  
Project County:  
Sheet:  
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-9024P33	BRACKET, ASTRO SIGN TUBE 24" P33 BLACK		1		
242-1010	BRACKET, SINGLE BOLT FLARED W/HDWR BAND-IT		2		
	***** END of KIT *****				
	ITEM 2030				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT HAWK		1	8,417.00	8,417.00
ITEM	CABINET, TS1 HARK, 2 PHASE		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
100-1500	C& G TECH SERVICES SOFTWARE UPGRADE		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		4		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				

Amount Subject to Sales Tax 0  
Amount Exempt from Sales Tax 284,805.60

**Subtotal: 284,805.60**  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
**Total: 284,805.60**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH AUTHORIZATION OF AN EMERGENCY PURCHASE  
OF A JOHN DEERE GATOR OR SIMILAR TYPE OF EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with authorization of an emergency purchase of a John Deere Gator or similar type of equipment in the estimated amount of \$8,000.00.
2. John Deere and similar type equipment vehicles is limited and in short supply and approval of the emergency purchase allows the City to purchase the equipment/vehicle when it becomes available.
3. Funds for the purchase will be available in account number 208-752-75600-984.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with authorization of an emergency purchase of a John Deere Gator or similar type of equipment in the estimated amount of \$8,000.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Quote

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 15, 2021

Subject: John Deere Gator or Similar Equipment Purchase

From: Connor Zuidema, Office Specialist I

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: June 21, 2021

---

### **RECOMMENDATION:**

It is recommended City Council concur with the authorization of an emergency purchase of a John Deere gator or similar type of equipment to be used in the City's parks system when one becomes available.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The purchase of the equipment will allow City staff and personnel to continue to safely and properly tend and care for the City's parks by transporting materials, trash, and equipment, providing for safe spaces for residents and visitors to recreate. As the summer months approach so does traffic and reservations at the parks. It is important to have a working gator type vehicle to allow for maintenance of the park system during the busiest time of the year. Authorization of the emergency purchase will allow the Community Services Department to procure a gator type vehicle when one becomes available as they are very difficult to find at this time and are in short supply.

### **DISCUSSION:**

On June 14<sup>th</sup>, 2021 the Community Services department was informed that extensive repairs were needed to the Cushman, a park maintenance utility vehicle. Due to the age, condition of the Cushman, as well as a lack of parts and the cost to repair the Cushman it was determined to be a better investment to purchase a new John Deere Gator once one becomes available.

The Department received quotes as part of the FY 2022 budget process and had intended to purchase after July 1, 2021, however given that the Cushman is no longer usable a request has been made to purchase a John Deere gator or similar type vehicle as soon as one becomes available, which may be prior to July 1, 2021. The Community Services Department was able to locate and sought to place a 48 hour hold on a John Deere gator with an area vendor but unfortunately the company sold it before the 48-hour hold could be executed.

John Deere and Cushman equipment vehicle availability are very limited and in short supply. Because of this and the immediate need in the parks system, Director Rynbrandt requested and received authorization from the City Manager to purchase one when available.

**BUDGET IMPACT:**

It is estimated that the purchase will be in the \$8,000 range. Funds will be available in the capital equipment account #208-752-75600-984.000.

# YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,  
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

**Tom Myland**

Steensma Lawn & Power Equip  
7561 West Stadium Drive  
Kalamazoo, MI 49009

Tel: 269-375-6476

Fax: 269-375-8193

Email: [tomm@steensmalawn.com](mailto:tomm@steensmalawn.com)



**JOHN DEERE**

**Quote Id:** 24625282

---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Steensma Lawn & Power Equip  
7561 West Stadium Drive  
Kalamazoo, MI 49009  
269-375-6476  
brian@steensmalawn.com

---

Prepared For:

**CITY OF WYOMING, INC WYOMING PARKS & RECREATION**

**Proposal For:**

**Delivering Dealer:**

Tom Myland

Steensma Lawn & Power Equip  
7561 West Stadium Drive  
Kalamazoo, MI 49009

brian@steensmalawn.com

**Quote Prepared By:**

Tom Myland

tomm@steensmalawn.com

Date: 09 June 2021

Offer Expires: 09 July 2021

---

*Confidential*



**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Steensma Lawn & Power Equip  
7561 West Stadium Drive  
Kalamazoo, MI 49009  
269-375-6476  
brian@steensmalawn.com

**Quote Summary**

**Prepared For:**  
CITY OF WYOMING, INC WYOMING PARKS & RECREATION  
1155 28TH ST SW  
GRAND RAPIDS, MI 49509

**Delivering Dealer:**  
**Steensma Lawn & Power Equip**  
Tom Myland  
7561 West Stadium Drive  
Kalamazoo, MI 49009  
Phone: 269-375-6476  
tomm@steensmalawn.com

**Quote ID:** 24625282  
**Created On:** 09 June 2021  
**Last Modified On:** 09 June 2021  
**Expiration Date:** 09 July 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TS (Model Year 2022)	\$ 7,091.02 X	1 =	\$ 7,091.02
<b>Contract:</b> MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)			
<b>Price Effective Date:</b> December 4, 2020			

**Equipment Total** **\$ 7,091.02**

\* Includes Fees and Non-contract items

<b>Quote Summary</b>	
Equipment Total	\$ 7,091.02
Trade In	
SubTotal	<b>\$ 7,091.02</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 7,091.02
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 7,091.02</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Quote Id: 24625282    Customer Name: CITY OF WYOMING, INC WYOMING PARKS & RECREATION

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
Steensma Lawn & Power Equip  
7561 West Stadium Drive  
Kalamazoo, MI 49009  
269-375-6476  
brian@steensmalawn.com

## JOHN DEERE GATOR™ TS (Model Year 2022)

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

Selling Price \*  
\$ 7,091.02

Price Effective Date: December 4, 2020

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56B2M	GATOR™ TS (Model Year 2022)	1	\$ 7,399.00	14.00	\$ 1,035.86	\$ 6,363.14	\$ 6,363.14
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM23765	Cargo Box Power Lift Kit	1	\$ 846.37	14.00	\$ 118.49	\$ 727.88	\$ 727.88
<b>Dealer Attachments Total</b>			<b>\$ 846.37</b>		<b>\$ 118.49</b>	<b>\$ 727.88</b>	<b>\$ 727.88</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 8,245.37</b>		<b>\$ 1,154.35</b>	<b>\$ 7,091.02</b>	<b>\$ 7,091.02</b>

Quote Id: 24605103

Customer: CITY OF WYOMING, INC WYOMING PARKS & RECREATION

<b>JOHN DEERE GATOR™ TS (Model Year 2021)</b>				
<b>Hours:</b>				<b>Suggested List</b>
<b>Stock Number:</b>				\$ 8,987.06
				<b>Selling Price</b>
				\$ 7,680.00
Code	Description	Qty	Unit	Extended
56B0M	GATOR™ TS (Model Year 2021)	1	\$ 7,399.00	\$ 7,399.00
Standard Options - Per Unit				
001A	US/Canada	1	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	1	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 0.00</b>
Dealer Attachments				
BM23765	Cargo Box Power Lift Kit	1	\$ 872.06	\$ 872.06
<b>Dealer Attachments Total</b>				<b>\$ 872.06</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
Other Charges				
	Freight	1	\$ 500.00	\$ 500.00
	Setup	1	\$ 216.00	\$ 216.00
<b>Other Charges Total</b>				<b>\$ 716.00</b>
<b>Suggested Price</b>				<b>\$ 8,987.06</b>
Customer Discounts				
<b>Customer Discounts Total</b>			<b>\$ -1,307.06</b>	<b>\$ -1,307.06</b>
<b>Total Selling Price</b>				<b>\$ 7,680.00</b>

## Quote Summary

**Prepared For:**  
 CITY OF WYOMING, INC WYOMING PARKS &  
 RECREATION  
 1155 28TH ST SW  
 GRAND RAPIDS, MI 49509

**Prepared By:**  
 Jayson Mikula  
 Four Seasons Yard & Sport  
 5426 Alpine Avenue Nw  
 Comstock Park, MI 49321  
 Phone: 616-784-2471  
 mwrman@fourseasns.com

We have this machine on order currently showing expected delivery date of Oct 12.

**Quote Id:** 24605103  
**Created On:** 07 June 2021  
**Last Modified On:** 07 June 2021  
**Expiration Date:** 30 July 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TS (Model Year 2021)	\$ 8,987.06	\$ 7,680.00 X	1 =	\$ 7,680.00
<b>Equipment Total</b>				<b>\$ 7,680.00</b>

### Quote Summary

Equipment Total	\$ 7,680.00
SubTotal	\$ 7,680.00
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 7,680.00</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 7,680.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**



Quote Id: 24524085

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26 May 2021

Leonard Mennega  
616-669-2000  
GreenMark Equipment, LLC



**Quote Summary**

**Prepared For:**

**Prepared By:**

Leonard Mennega  
GreenMark Equipment, LLC  
2040 Chicago Drive  
Jenison, MI 49428  
Phone: 616-669-2000  
lmennega@greenmarkequipment.com

Certificate Under Agricultural Producing Exemption

**Quote Id:** 24524085  
**Created On:** 26 May 2021  
**Last Modified On:** 10 June 2021  
**Expiration Date:** 02 June 2021

By Writing Ag Exempt adjacent to the Purchasers signature, the undersigned hereby certifies that all items, except as indicated hereon, are purchased for use or consumption in connection with the production of horticultural or agricultural products as a business enterprise, and agrees to reimburse the seller the sales tax if used or consumed otherwise.

**WARRANTY PROVISIONS (IF APPLICABLE):**

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE GATOR™ TS (Model Year 2021)	\$ 8,396.06	\$ 7,821.83 X	1 =	\$ 7,821.83
<b>Equipment Total</b>				<b>\$ 7,821.83</b>

<b>Quote Summary</b>	
Equipment Total	\$ 7,821.83
SubTotal	\$ 7,821.83
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 7,821.83</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 7,821.83</b>

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_



JOHN DEERE



# Selling Equipment

Quote Id: 24524085

<b>JOHN DEERE GATOR™ TS (Model Year 2021)</b>					
<b>Hours:</b>					<b>Suggested List</b>
<b>Stock Number:</b>					\$ 8,396.06
					<b>Selling Price</b>
					\$ 7,821.83
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>	
56B0M	GATOR™ TS (Model Year 2021)	1	\$ 7,399.00	\$ 7,399.00	
<b>Standard Options - Per Unit</b>					
001A	US/Canada	1	\$ 0.00	\$ 0.00	
0501	PR - Base	1	\$ 0.00	\$ 0.00	
1015	Turf Tires	1	\$ 0.00	\$ 0.00	
2016	Non Adjustable Seat	1	\$ 0.00	\$ 0.00	
3100	Cargo Box Manual Lift	1	\$ 0.00	\$ 0.00	
4099	Less Front Protection Package	1	\$ 0.00	\$ 0.00	
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00	
6018	Less Rear Receiver Hitch	1	\$ 0.00	\$ 0.00	
<b>Standard Options Total</b>				<b>\$ 0.00</b>	
<b>Dealer Attachments</b>					
BM23765	Cargo Box Power Lift Kit	1	\$ 872.06	\$ 872.06	
<b>Dealer Attachments Total</b>				<b>\$ 872.06</b>	
<b>Value Added Services Total</b>				<b>\$ 0.00</b>	
<b>Other Charges</b>					
	Setup	1	\$ 125.00	\$ 125.00	
<b>Other Charges Total</b>				<b>\$ 125.00</b>	
<b>Suggested Price</b>				<b>\$ 8,396.06</b>	
<b>Customer Discounts</b>					
<b>Customer Discounts Total</b>			<b>\$ -574.23</b>	<b>\$ -574.23</b>	
<b>Total Selling Price</b>				<b>\$ 7,821.83</b>	

## Montgomery, Tim

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**From:** Montgomery, Tim  
**Sent:** Monday, June 14, 2021 1:15 PM  
**To:** Montgomery, Tim  
**Subject:** IMG\_0922.jpg

Cushman #



Sent from my iPhone

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE  
OF LABORATORY SUPPLIES FROM IDEXX

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of laboratory supplies from IDEXX on an as needed basis in the total estimated annual amount of \$80,000.
2. Funds for the purchase are budgeted in account number 591-591-55310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of laboratory supplies from IDEXX.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Quote

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 14, 2021  
Subject: IDEXX Purchases  
From: Jaime Fleming, Utilities Laboratories Manager  
Meeting Date: June 21, 2021

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### **RECOMMENDATION:**

It is recommended that purchases from IDEXX continue to be allowed, on an as-needed basis, up to an estimated amount of \$80,000.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

### **DISCUSSION:**

The WTP laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance and process control testing and monitoring. The one type of supply that is likely to be used at a rate that would exceed \$8500 on an annual basis is related to microbiological analysis. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (IDEXX) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable drinking water data and give us greater accuracy with less labor and turnaround time. For standardization, we also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX.

We have a standing order for supplies that covers much of our needs for routine, predicted samples. Additional product is ordered on a periodic basis to be used for emergency situations, construction samples, other non-routine sampling events, or to cover an increase in routine sample load. The amount needed for these is estimated based upon the previous year's orders for these types of samples but can vary from year to year.

### **BUDGET IMPACT:**

I recommend approval to continue to make this purchase on an as-needed basis, up to an estimated amount of \$80,000. The ledger account 591-591-55310-740000 is the account we use for these purchases.



**Quote Number**

00164012

Date of Offer      7/17/2021  
Expiration

Created Date      5/18/2021

Ship To Account    0000040703  
Ship To Name      CITY OF WYOMING WATER TREATMENT  
                         PLANT

Bill To Account    0000012266  
Bill To Name      CITY OF WYOMING  
Bill To             P.O. BOX 905  
                         WYOMING, Michigan 49509-0905  
                         United States

Ship To             16700 NEW HOLLAND STREET  
                         HOLLAND, Michigan 49424  
                         United States

Material Number	Line Description	Quantity	Customer Price	Total Price
98-05761-01	WHPC-100 HPC,SIMPLATE MULTI DOSE 1.5	3.00	326.05	USD 978.15
98-09221-00	WV120SBST-200,VESSELS W/ST AND SB, 200PK	4.00	135.86	USD 543.45
98-09444-01	WSW-10 STERILE WATER (10 PK)	5.00	37.14	USD 185.72
98-12973-00	WP200I GAMMA IRRAD COLILERT 100ML 200PK	3.00	905.25	USD 2,715.74
98-21378-00	WQT100 QUANTI-TRAY DISPOSABLE 100/BX	2.00	189.63	USD 379.26

Subtotal            USD 4,802.32  
Freight Charges    USD 154.23  
Tax                  USD 0.00  
Grand Total        USD 4,956.55

The discount above for Quanti-Tray and Quanti-Tray 2000 are only applicable when purchased concurrently with IDEXX reagents. To place an order, please contact Customer Service at 1-800-321-0207 or email [water@idexx.com](mailto:water@idexx.com) . Online ordering is also available at [order.idexx.com](http://order.idexx.com).

One IDEXX Drive Westbrook, ME 04092  
**All local taxes at customer charge**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIRS OF THE  
42" TRANSMISSION MAIN AND TO AUTHORIZE PAYMENT FOR THE REPAIRS

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council concur with the emergency repairs of the 42" transmission main.
2. It is recommended the City Council authorize payment to Kamminga & Roodvoets and Prein & Newhof for the repairs.
3. Funds for the repairs are available in account number 591-591-56300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency repairs of the 42" transmission main.
2. The City Council does hereby authorize payment to Kamminga & Roodvoets in the amount of \$108,999.95.
3. The City Council does hereby authorize payment to Prein & Newhof in the amount of \$8,700.20.

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 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Invoices

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 10, 2021  
Subject: Emergency Payment Authorization – 42” Watermain Repairs  
From: Robert Veneklasen, Water Treatment Plant Superintendent  
Meeting Date: June 21, 2021

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### RECOMMENDATION:

It is recommended the City Council authorize the payment of the following invoices totaling \$117,700.15, as partial payment for the emergency repair of the Wyoming 42” transmission main concluding in May of 2021.

<u>Vendor</u>	<u>Amount</u>
Kamminga & Roodvoets	\$108,999.95
Prein & Newhof	\$8,700.20
Total	<u>\$117,700.15</u>

### COMMUNITY, SAFETY, STEWARDSHIP:

Prompt emergency repair of the City’s transmission main ensured the pipeline’s integrity so that it could continue to convey drinking water to all customers.

### DISCUSSION:

On April 15, 2021 the water plant was informed of an area of standing water at 112<sup>th</sup> Ave. and Ransom St. near the path of the 42” transmission main. Upon further investigation active water movement was identified and measures were immediately taken to identify the leak and to confirm that repair was necessary.

Work began on May 18, 2021 and concluded in two days. Final site restoration to the nearby farm field and access drive was completed on May 21, 2021. Prior to the repair work being carried out, it was determined that specialist pipe inspection was prudent since this was the second leak on the 42” transmission main in six months. Our consulting engineer, Prein & Newhof, recommended the services of SG&H of Boston, MA, as experts in this type of work.

Prein & Newhof provided engineering consultation and field observation, the construction work was performed by Kamminga & Roodvoets, and special inspection was conducted by SG&H. Final invoices from Prein & Newhof and SG&H are yet to be received and will be forwarded for approval later.

### BUDGET IMPACT:

Adequate funds have been transferred from the Water Fund’s capital outlay account to the transmission main repair and maintenance account, 591-591-56300-930.000.

# Prein&Newhof

Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525  
t. 616-364-8491 f. 616-364-695 preinnewhof.com

## Invoice

CITY OF WYOMING  
BOB VENEKLASEN  
WYOMING TREATMENT PLANT  
16700 NEW HOLLAND ST  
HOLLAND, MI 49424

Invoice number 60975  
Date 05/12/2021  
Project 2210538 42" LEAK REPAIR-NEAR 112TH

BILLING PERIOD: 3/28/21 TO 4/30/21

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PROFESSIONAL SERVICES RELATED TO  
LEAK INVESTIGATION AND REPAIR  
COORDINATION

Invoice Total 2,094.60

*TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS*

# Prein&Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525  
t. 616-364-8491 f. 616-364-695 preinnewhof.com

## Invoice

CITY OF WYOMING  
BOB VENEKLASEN  
WYOMING TREATMENT PLANT  
16700 NEW HOLLAND ST  
HOLLAND, MI 49424

Invoice number 61297  
Date 06/03/2021  
Project 2210538 42" LEAK REPAIR-NEAR 112TH

BILLING PERIOD: 5/01/21 TO 5/29/21

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PROFESSIONAL SERVICES RELATED TO  
LEAK INVESTIGATION AND REPAIR  
COORDINATION

Invoice Total 6,605.60

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS



**Kamminga & Roodvoets**

3435 Broadmoor SE  
 Grand Rapids, MI 49512  
 Phone: (616) 949-0800  
 Fax: (616) 949-1894

**Invoice**

<b>Invoice Number</b>
1204403
<b>Invoice Date</b>
5/28/2021

**Bill To:** CITY OF WYOMING  
 ATTN: DANIEL KLEINHEKSEL  
 2660 BURLINGAME AVE. SW  
 WYOMING, MI 49509

**Re:** 42" TRANS. EMERGENCY REPAIRS

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
12044			NET 30 DAYS	6/27/2021
Quantity	Description	U/M	Rate/Unit	Price
1.00	REPAIR OF 42" TRANSMISSION MAIN AT 112TH & RANSOM	LS	108,999.95	108,999.95

---

Subtotal	\$	108,999.95
Sales Tax (if applicable)	\$	0.00
Retention	\$	0.00
<b>Total Due</b>	<b>\$</b>	<b>108,999.95</b>

*Thank you for your business!*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM  
SPX FLOW LLC FOR REPAIR AND EXCHANGE OF AERATION MIXER GEARBOXES  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, SPX Flow LLC has provided the City a four year proposal to repair and exchange aeration mixer gearboxes.
2. It is recommended the City Council accept the proposal from SPX Flow LLC in the amounts listed on the attached staff report, total estimated expenditure will depend on the level of service needed.
3. Funds are budgeted in the Sewer Fund Repairs and Maintenance account number 590-590-543.00-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from SPX Flow LLC to repair and exchange aeration mixer gearboxes through May 7, 2025.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 21, 2021.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 2, 2021

Subject: Mixer Gearbox Repair

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: June 21, 2021

---

### RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by SPX Flow for fixed pricing repair of thirteen Clean Water Plant aeration mixer gearboxes over a four-year period.

### COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

### DISCUSSION:

The Clean Water Plant aeration basins utilize mixers as a part of the wastewater treatment process to create and maintain a suspension of particles for efficient and effective treatment. Each of the three aeration basins has five mixers, each containing a gearbox, in the anoxic zone of the process to maintain this critical function for a total of fifteen mixers. As previously approved by City Council, two mixer gearboxes were repaired in 2020, and two are currently out of service, requiring repair.

Considering the mixers have been in service since 2008 and the subsequent wear of this continuously operating equipment, it is prudent to establish fixed pricing so the remaining mixer gearboxes can be sent in for inspection and repair. Additionally, taking a proactive approach will reduce repair costs and prevent untimely breakdowns. During the proposed four-year period, each remaining gearbox will be sent in for inspection which includes a complete teardown and a full report detailing the level of repair required. Should equipment damage exceed level three repair, a gearbox exchange option is offered. The fixed repair and gearbox exchange pricing are as follows and will be subject to an annual 3% price increase beginning July of 2022.

Level 1	<ul style="list-style-type: none"><li>Disassemble, clean, and inspect all component parts.</li><li>Prepare and deliver a detailed written report.</li><li>Replacement of all bearings, oil seals, shims, and gaskets.</li><li>Assemble, spin test, and paint.</li></ul>	\$6,546.00
Level 2	<ul style="list-style-type: none"><li>Incorporates all services offered in Level 1.</li><li>Prepare and deliver a detailed written report.</li><li>Replacement of the high-speed helical change gears.</li></ul>	\$8,296.00
Level 3	<ul style="list-style-type: none"><li>Incorporates all services offered in Level 1 and Level 2.</li><li>Prepare and deliver a detailed written report.</li><li>Plus replacement of low speeds spiral bevel gears.</li></ul>	\$10,182.00
Gearbox Exchange	<ul style="list-style-type: none"><li>Provide a completely refurbished gearbox if the extent of repairs exceed level 3.</li></ul>	\$14,947.00

City Council has previously approved mixer gearbox repair and exchange by SPX Flow with Resolution No. 26635 and No. 26771. SPX Flow is the original equipment manufacturer and hence can offer a gearbox exchange option and install OEM parts for the lowest cost. Therefore, it is recommended the City Council accept the proposal as provided by SPX Flow for fixed pricing repair of Clean Water Plant aeration mixer gearboxes over a four-year period.

**BUDGET IMPACT:**

It is estimated three mixer gearboxes will be sent in per year incurring a minimum total cost of \$19,638.00 per year for level 1 repairs. In the unlikely scenario of three gearbox exchange replacements per year, the maximum cost would total \$44,841.00 per year. Adequate funds exist and will be budgeted for in the Sewer Fund Repairs and Maintenance Account #590-590-54300-930.000.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$8,500)

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

"City" means: City of Wyoming  
A Michigan municipal corporation  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

"Effective Date" means: May 8, 2021

"Items" means the parts, equipment or other items or services the City is purchasing from the Contractor as itemized in the Proposal.

"Proposal" means the Contractor's proposal attached as Exhibit B.

"Standard Terms and Conditions" means the attached single page Exhibit A entitled "City Contract Standard Terms and Conditions."

"Contractor" means: SPX Flow LLC.  
[Name of contracting entity]  
A North Carolina Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1714 Hobbs Drive  
[Contractor's street address]  
Delevan, WI 53113  
[Contractor's city, state & zip]

**TERMS AND CONDITIONS**

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

1. Contractor will supply the services and items as detailed in the Proposal.
2. The City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph Contractor is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

Wyoming City Contract Standard Terms and Conditions paragraph numbers 15, 16 and 17 will not apply in this contract. Exhibit C, SPX Flow Special Terms and Conditions, all apply to this Contract.

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

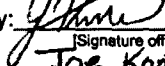
4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Contractor.

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

CITY OF WYOMING

SPX Flow LLC.

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By:  \_\_\_\_\_  
[Signature officer, director or principal of Contractor]  
Joe Kontur / Bid Management Leader  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: June 2<sup>nd</sup>, 2021

Date signed: \_\_\_\_\_, 20\_\_

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

## CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions (“**Standard Terms**”) apply to any contracts to which the City of Wyoming Contract to which they are attached unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing this Contract Contractor attests it complies with and will comply with these Standard Terms.

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. Permits and Inspections. Unless the Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.

4. Grant Compliance. If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the Contract.

5. Qualifications. Contractor represents and promises that:

A. Contractor has and will maintain, and any personnel engaged by Contractor to provide services or perform work under the Contract have and will maintain, any licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

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

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

6. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors, subcontractors, or consultants engage in for or on behalf of City. Accordingly:

A. Contractor and its subcontractors and consultants in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee’s or applicant’s ability to perform the duties of a job or position. “Sex” means, for purposes of this provision, both sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or a condition related to pregnancy or childbirth. Contractor and its subcontractors and consultants will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan’s Elliott-Larsen Civil Rights Act, Michigan’s Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, directives and guidance issued pursuant to those statutes.

B. If Contractor or its subcontractors or consultants will, as part of work on this Contract, engage with others for or on behalf of City, Contractor must ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (i.e., those who speak English less than very well), the engagement will use language assistance services for oral and written communications. Language assistance services in accordance with City’s Limited English Proficiency (LEP) Plan will comply with the language assistance requirement.

C. Noncompliance with this provision is a material breach of this Contract that can result in withholding payments to Contractor under this Contract until Contractor complies. It can also result in cancellation, termination, or suspension of this Contract, in whole or in part. Noncompliance can also result in Contractor’s ineligibility to bid on or enter future City contracts.

D. Contractor must retain and, upon City’s request, provide access to and copies of all information and reports required by all the laws, rules, regulations, orders, directives and guidance referred to in this provision as may be determined by City or by any state or federal agency to be pertinent to ascertain compliance with them. If any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish it, Contractor must so certify to City’s purchasing director.

E. Contractor must include provisions of paragraph 6.A through 6.D in every subcontract, consultant contract, and documentation for material procurement and equipment leasing relating to this Contract. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with these provisions including sanctions for noncompliance.

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

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

9. **W-9.** Before beginning work, Contractor and subcontractors will return by e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form).

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

11. **Quality.** Unless otherwise stated in the Proposal, all materials and items supplied under this Contract shall be new, the best of their respective kind and free from defects.

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

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

14. **Restoration.** Contractor shall restore, without expense to City, property damaged during or as a result of work under this Contract to a condition similar and equal to that existing before such damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. **Manufacturer Information and Warranties.** Contractor will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for items provided or installed under this Contract, and will ensure warranties for such items are held by or assigned to City.

16. **Risk Allocation.** Contractor is solely responsible for (i) means and methods of the work provided under this Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under this Contract. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against any claims made by persons other than City as a result of Contractor's work under this Contract. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City officers or employees as a result of Contractor's work under this Contract.

17. **Insurance.** Contractor must provide the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSUREDS</b>
If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

If City requests, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. **Records.** Because City is a public entity and because it receives funds from other governmental agencies, City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to this Contract, including, without limitation, items supplied or used in performance of this Contract, and all work under this Contract for at least 6 years after completion of this Contract. Contractor shall, upon City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's

personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.



**Mattoon & Lee Equipment, Inc**  
 23943 Industrial Park Drive  
 Farmington | Michigan | 48335 | United States  
 Phone: 1-248-478-4070 | Fax: 1-248-478-4074 |

**Attention: Daniel Kleinheksel**  
 City of Wyoming  
 2350 Ivanrest Ave SW  
 Wyoming, Michigan 49418 United States

**Date:** 5/8/2021

**Project Name:** Wyoming Clean Water Plant

**Quote Number:** 186754972 Revision: 2

**Parts for Model Number(s):** 73Q3  
**Reference Serial Number(s):** 2006/R0621120804 & R0621120501  
**Reference Order Number(s):** 854576

**Proposal Summary**

SPX Flow-Lightnin is proposing 3% price increases annually every July beginning is 2022 with minimum of 3 mixer repairs a year up to a total of 13 mixers. This will hold be good for 4 years.

The prices for fixed price repair and exchange reducer for a 73Q3 double reduction are as follows:

Repair Level 1 \$ 6,546

Level 2 8,296

Level 3 10,182

Exchange Reducer \$ 14,947

**LEVEL REPAIR SERVICE DESCRIPTION**

Level 1	<ul style="list-style-type: none"> <li>Disassemble, clean and inspect all component parts.</li> <li>Prepare and deliver a detailed written report.</li> <li>Replacement of all bearings, oil seals, shims and gaskets.</li> <li>Assemble, spin test and paint.</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>Incorporates all services offered in Level 1.</li> <li>Prepare and deliver a detailed written report.</li> <li>Replacement of the high speed helical change gears.</li> </ul>
Level 3	<ul style="list-style-type: none"> <li>Incorporates all services offered in Level 1 and Level 2.</li> <li>Prepare and deliver a detailed written report.</li> <li>Plus replacement of low speeds spiral bevel gears.</li> </ul>

**Commercial Terms / Terms of Delivery**

Note: In the absence of any specifications, we reserve the right to review any additional requirements and amend our offer accordingly

# SPX FLOW

## Commercial Terms

Unless otherwise expressly agreed to in writing by SPX FLOW, this quote and any resulting order shall be governed solely and exclusively by the SPX FLOW Standard Terms and Conditions of Sale attached hereto (and also available at <http://www.spxflow.com/terms-conditions>). SPX FLOW hereby expressly rejects the applicability of any and all terms and conditions of Buyer.

## Tariffs

The quoted price has been based on the cost of materials and components ("**Materials**") at the date of this proposal. If, due to the imposition of any tariffs (regardless of the country imposing said tariffs), the cost to SPX FLOW of performing its obligations under any Order arising from this proposal increases between the date of this proposal and the date of Order, the quoted price shall be increased.

Such increase shall be determined by SPX FLOW taking into account the applicable tariff imposed on Material(s) as at the date of the Order.

## Note

The execution of an order arising from this quotation/proposal may be impacted by the developing coronavirus COVID-19/SARS-CoV-2 pandemic. However, all potential impacts of the pandemic have not been considered in this quotation/proposal. This quotation/proposal is therefore presented based on the assumption that normal conditions without any impact by the COVID-19/SARS-CoV-2 pandemic prevail. SPX FLOW reserves the right to adjust the quotation/proposal or an order resulting from this quotation/proposal in all applicable aspects, including price and time schedule, if the order is impacted by the pandemic or its consequences. This shall also include any reasonable action taken by SPX FLOW to reduce risks to the health and wellbeing of its personnel and others, even if such actions are not legally required.

## Brexit

SPX FLOW shall not be liable to Buyer for any delay arising out of or connected with the United Kingdom ceasing to be a member of the European Union ("**Brexit**") and all costs and expenses reasonably incurred by SPX FLOW in connection with Brexit shall be reimbursed by Buyer.

## Order Placement

**Please Address Purchase Order To:**  
**SPX Flow US, LLC, Lightnin and Plenty Mixers**  
c/o Mattoon & Lee Equipment, Inc  
23943 Industrial Park Drive  
Farmington, Michigan 48335 United States  
**Thank You,**  
**Frank Comer**

EXHIBIT C



SPECIAL TERMS AND CONDITIONS - PURCHASE ORDER # \_\_\_\_\_

The following special terms and conditions are supplementary to any other terms and conditions and shall apply in precedence of such other terms and conditions, or otherwise under any applicable law. These special terms and conditions shall survive termination of the order / contract for whatever reason.

WARRANTY:

**Goods.** Seller warrants that the goods shall operate in accordance with the specifications, and Seller's liability for any breach of warranty or defects in the goods shall be fully satisfied by the supply, only ex-works at the Seller's nominated facility, of repaired or replacement goods, at Seller's option, within a reasonable period from any defects being discovered during the agreed warranty period, which shall extend for a period of twelve (12) months from the date of delivery of the goods by Seller.

**Services.** Seller warrants that the services will be performed in a workmanlike manner consistent with reasonable industry standards. During the contract warranty period for the services, which shall extend for a period of twelve (12) months from the date of completion of the specific activity performed, Seller shall re-perform any defective portion of such services.

**Disclaimer.** The above warranties shall not apply to (i) any loss or damage resulting from normal wear and tear or alteration, misuse, abuse or neglect, or (ii) improper installation, operation or maintenance by Buyer or a third party. THE FOREGOING WARRANTIES STATE SELLER'S ENTIRE WARRANTY OBLIGATION (EXCEPT TITLE) AND BUYER'S SOLE AND EXCLUSIVE REMEDY RELATED TO SUCH GOODS AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INSURANCE AND INDEMNITY:

Seller shall maintain insurance coverage consistent with its existing programs and add Buyer as an additional insured, but shall not waive any rights of subrogation Seller or such insurers may have against Buyer or its affiliates. Seller will provide Buyer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, and will provide Buyer with its standard certificate of insurance upon request. Seller shall indemnify Buyer from and against any claims to the extent directly caused by the negligence or wilful misconduct of Seller, its employees, contractors or agents.

LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) NEITHER PARTY SHALL BE LIABLE WHETHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), FOR ANY LOSS OF PRODUCTS, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OF BUSINESS, OR FOR ANY SPECIAL OR INCIDENTAL COSTS, OR FOR ANY FINANCIAL OR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER; AND (B) NEITHER PARTY'S MAXIMUM AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY OF SELLER TO OWNER END-USER) ARISING FROM OR RELATED TO THE ORDER / CONTRACT SHALL EXCEED TWICE (2X) THE TOTAL VALUE OF THE ORDER / CONTRACT.

THIRD PARTY TERMS AND COMPLIANCE WITH LAWS:

Seller shall not be bound by the terms of any contract between Buyer and Owner, and Buyer and/or Owner and any third party or subject to other flow down provisions, regardless of whether Buyer notifies Seller of such terms. Seller shall not be bound by any term or condition that violates any applicable law and Buyer will not take, and will not solicit Seller to take, any action which would violate any applicable law, including, without limitation, anti-boycott, export, anti-bribery, antitrust or data privacy laws. Seller shall be excused from performing this order/contract or delivery of goods hereunder without liability or consequence if such performance or delivery is or becomes prohibited by any applicable statute, sanction, injunction or other governmental restraint.

AGREED TO FOR AND ON BEHALF OF SELLER:

AGREED TO FOR AND ON BEHALF OF BUYER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: [Signature]  
Name: Joe Kortus  
Title: Bid Management Leader  
Date: 6/2/2021

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS, ACCEPTANCE OF A QUOTE AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids and accept a quote for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Cleaning and Disinfecting Services	Paul Davis Restoration of West Michigan	Bid prices as shown on the attached tabulation sheet.
Electrical Supplies	WESCO Distribution and Kendall Electric	Bid prices as shown on the attached bid and quote.

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for the cleaning and disinfecting 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 21, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports  
Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: June 14, 2021  
Subject: Cleaning and Disinfecting Services Contract  
From: Jennifer Brunsink, Office Specialist  
Date of Meeting: June 21, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council award the bid for cleaning and disinfecting services to Paul Davis Restoration of West Michigan.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. Contracting cleaning and disinfecting services with a reputable, knowledgeable, and qualified company provides a safe way to resolve potentially hazardous situations involving unclean water. Offering these services immediately to Wyoming residents who experience water or sewer damage may reduce overall property damages and prevent potential litigation.

### **DISCUSSION:**

On June 1, 2021, the City received one bid for cleaning and disinfecting services after sending invitations to one hundred fifteen prospective bidders. The bid specifications requested pricing for services and equipment estimated to be used most often in response to water or sewer events. Paul Davis Restoration submitted the only bid with pricing details for each of the items listed for the first year, a 3% increase for the second year, and no additional increase for the third year.

City Council recently approved a revision to the Water/Sewer Back-up Policy which retains a generous customer service approach when residences are affected by sewer or water backups. Working with an efficient and knowledgeable company that is available twenty-four hours a day in emergency situations helps to reduce additional property damage and health risks. The contractor works with city staff and the resident to determine the extent of the damage, remove the water or sewage, dry the area, and inventory the loss. The City goes above and beyond by offering residents the option to use the City's contracted vendor which keeps costs contained and assures quick response.

### **BUDGET IMPACT:**

The annual fiscal year cost is expected to be approximately \$100,000 and will be paid based on unit prices as provided in the bid tabulation. Funds are available in the sewer and water maintenance accounts 590-441-54200-930.000 and 591-441-56700-930.000.

**CLEANING AND DISINFECTING OF PERSONAL PROPERTY CONTRACT**

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

**Recitals**

City requested bids/proposals for the **CLEANING AND DISINFECTING OF PERSONAL PROPERTY** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of June 1, 2021 and related required materials (the "Bid") that was selected by City

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

"Contractor" means:

	<b>Kincade Group LLC</b>
	<small>LEGAL NAME OF COMPANY</small>
	<b>PDR of West Michigan</b>
	<small>BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE</small>
	<b>LLC, Michigan</b>
	<small>FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed</small>
	<b>6030 Clyde Park Ave SW</b>
	<small>STREET ADDRESS</small>
<b>Byron Center</b>	<b>MI</b>
<small>CITY</small>	<small>STATE</small>
	<b>49315</b>
	<small>ZIP CODE</small>

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

**Terms and Conditions**

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

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


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

**City of Wyoming**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_

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

**Contractor**

By:   
\_\_\_\_\_  
Signature for Contractor

**Travis Bymes, GM**  
\_\_\_\_\_  
Printed Name & Title of Person Signing

Date signed: 06.01.21

## STAFF REPORT

Date: June 14, 2021  
Subject: Purchase of Electrical Supplies  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: June 21, 2021

---

### **RECOMMENDATION:**

It is recommended the City Council approve the purchases of electrical supplies and materials from both WESCO Distribution and Kendall Electric for fiscal year 2022.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of the utility plants and public works electrical systems and equipment contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations. By maintaining electrical systems and equipment with quality parts from reputable suppliers, costs stay as low as possible while increasing the life of the equipment.

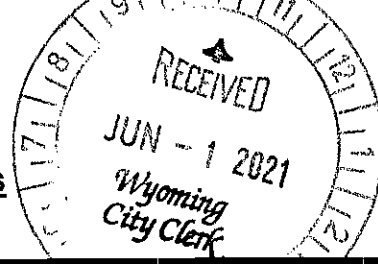
### **DISCUSSION:**

The utility plants and public works use a considerable amount of consumable electrical supplies to perform in-house electrical system repairs and replacements. The installation of new electrical parts is an essential aspect of maintenance responsibilities. Therefore, invitations to bid were sent to thirty prospective bidders for electrical supplies which included a list of over 100 typical electrical parts and materials commonly used at both plants. On Tuesday, June 1, 2021, the only bid received was from WESCO Distribution. Because WESCO does not have a location within 15 miles of the Water Treatment Plant and due to market volatility, it was necessary to request quotes for the same parts and supplies from Holland area suppliers Kendall Electric and All-Phase Electric. Kendall Electric provided a quote and All-Phase Supply declined the opportunity.

WESCO Distribution and Kendall Electric provided competitive pricing for all the items listed in the specifications. However, all the pricing is subject to change due to market volatility so it is prudent to approve the purchase of electrical supplies from both suppliers so pricing and availability can be evaluated at the time of purchase. Additionally, having locations within 15 miles from the utility plants and public works provides ease of access for efficient repairs and parts availability for emergency purchases.

### **BUDGET IMPACT:**

Annual expenditures for electrical supplies at the utility plants and public works is an estimated total of \$55,000.00. Adequate funds have been budgeted for in various utility plant and public works accounts including 591-591-55300-775.000, 590-590-54300-775.000, 661-441-58300-775.000.



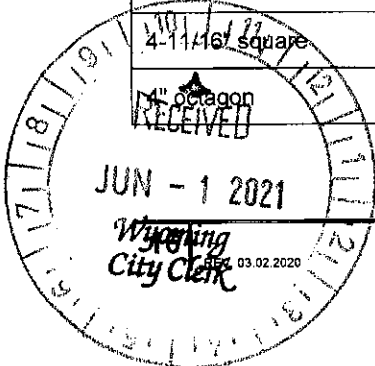
State bid price as per the specifications included herein.

177093

ITEM DESCRIPTION	CATALOG #	QTY EACH	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES NO
<b>GROUP I - CONDUIT NIPPLES (Inches)</b>					
1/2" x 2"	1/2x2	100	1.06	106.30	N
1/2" x 3"	1/2x3	100	1.24	124.36	N
1/2" x 4"	1/2x4	100	1.47	147.50	N
1/2" x 5"	1/2x5	100	1.65	165.10	N
3/4" x 2"	3/4 x 2	100	1.19	119.10	N
3/4" x 3"	3/4 x 3	100	1.45	145.20	N
3/4" x 4"	3/4 x 4	100	1.71	171.90	N
3/4" x 5"	3/4 x 5	100	1.97	197.60	N
1" x 2"	1x2	50	1.67	83.55	N
1" x 3"	1x3	50	2.02	101.25	N
1" x 4"	1x4	50	2.46	123.10	N
1" x 5"	1x5	50	2.79	139.60	N
<b>GROUP II - LOCKNUTS (APPLETON ONLY)</b>					
1/2"	BL 50	100	.141	14.10	N
3/4"	BL 75	100	.24	24.40	N
1"	BL 100	100	.39	39.00	N
<b>GROUP III - INSULATING BUSHINGS (APPLETON ONLY)</b>					
1/2"	BU 50 I	100	.96	96.00	N
3/4"	BU 75 I	100	1.40	140.00	N
1"	BU 100 I	100	2.01	201.00	N
<b>GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) - RATED CLASS 1, DIVISION 1A, B, C, D</b>					
3/4" to 1/2"	RB 75-50	100	.80	80.00	N
1" to 3/4"	RB 100-75	100	1.24	124.00	N
1-1/4" to 1"	RB 125-100	100	2.64	264.00	N
1-1/2" to 1-1/4"	RB 150-125	100	3.30	330.00	N

178421

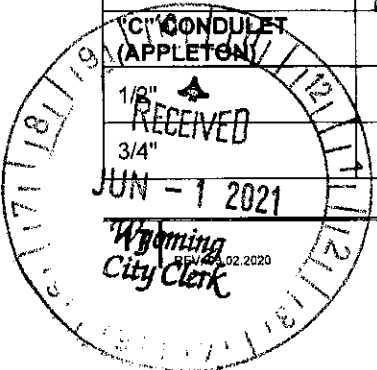
ITEM DESCRIPTION	CATALOG #	QTY EACH	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES NO
<b>GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)</b>					
1/2" Knock Out	4SSL-D-1/2	50	13.00	650.00	N
3/4" Knock Out	Not available quote 14.5 cubic inch 4SSL-3/4	50	11.00	550.00	N
Cover Blank	2540	50	.46	23.00	N
Covers Duplex	2510	50	.49	24.50	N
Cover Switch	2594	50	.50	25.00	N
<b>GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)</b>					
1/2"	1/2 EF Gray -100	100 Ft.	.60	60.00	N
3/4"	3/4 EF Gray -100	100 Ft.	.72	72.00	N
<b>GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)</b>					
1/2" Straight	ST 50	100	2.55	255.00	N
3/4" Straight	ST 75	100	3.70	370.00	N
<b>GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS - (LEVITON, PASS OR SEYMORE)</b>					
Single Pole 1121-21	CS 115 -I	25	2.41	60.25	N
3-Way 1123-2	CS 315	25	3.50	87.50	N
Duplex Recep. R15-1	CR 15I	50	1.40	70.00	N
Duplex Receptacle 53621	5362I	50	5.60	280.00	N
1447 Woodhead Male Cord End	1447	20	10.69	213.80	N
1547 Woodhead Female Cord End	1547	20	18.88	377.50	N
<b>GROUP IX - J BOXES</b>					
<b>1/2" KNOCK OUT SIZE</b>					
4" square	4S-1/2	50	1.92	96.20	N
4-11/16" square	4SJ-1/2	50	5.04	252.05	N
4" octagon	4O-1/2	50	1.36	68.15	N
<b>3/4" KNOCK OUT SIZE</b>					
4" square	4S-3/4	50	1.93	96.60	N
4-11/16" square	4SJ-3/4	50	19.43	971.50	N
4" octagon	4O-3/4	50	2.80	140.10	N



Wesco

183155

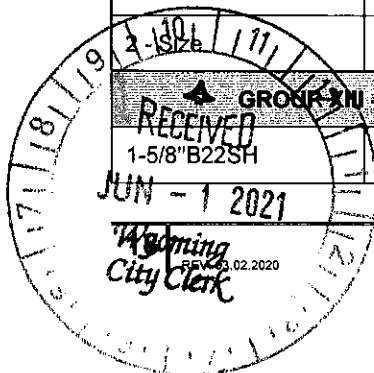
ITEM DESCRIPTION	CATALOG #	QTY EACH	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES NO
<b>GROUP X - COVERS</b>					
<b>BLANK</b>					
4" square	8465	1	.43	.43	N
4-11/16" square	8487	1	.90	.90	N
4" octagon	8403	1	.58	.58	N
<b>GROUP XI - CONDUIT</b>					
<b>IMC</b>					
1/2"	1/2 IMC	10	1.84	18.41	N
3/4"	3/4 IMC	10	2.17	21.70	N
1"	1 IMC	10	3.25	32.52	N
<b>PVC COATED RIGID STEEL</b>					
1/2"	Cond 1/2 G	10	5.79	57.90	N
3/4"	Cond 3/4 G	10	6.36	63.60	N
1"	Cond 1-G	10	8.24	82.40	N
<b>EMT</b>					
1/2"	1/2 EMT	10	.62	6.20	N
3/4"	3/4 EMT	10	1.07	10.70	N
1"	1 EMT	10	1.91	19.10	N
<b>LB (APPLETON)</b>					
1/2"	LB 50-M	1	6.02	6.02	N
3/4"	LB 75-M	1	7.24	7.24	N
1"	LB 100-M	1	10.85	10.85	N
<b>"T" LB (APPLETON)</b>					
1/2"	T 50-M	1	7.54	7.54	N
3/4"	T 75-M	1	9.06	9.06	N
1"	T 100-M	1	13.58	13.58	N
<b>1/8" CONDULET (APPLETON)</b>					
1/8"	C 50-M	1	6.02	6.02	N
3/4"	C 75-M	1	7.24	7.24	N



Wesco

Q-187409

ITEM DESCRIPTION	CATALOG #	QTY EACH	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES NO
1" C 1 HOLE STRAP	C100-M	1	10.85	10.85	N
1/2"	200	1	.07	.07	N
3/4"	201	1	.085	.085	N
1" EMT CONNECTORS (STEEL)	202	1	.154	.154	N
1/2"	450S	1	.123	.123	N
3/4"	451	1	.213	.213	N
1" CONDUIT NONMETALLIC	452	1	.39	.39	N
1/2" Conduit	1/2 PVC - Sch 40	10	.70	7.00	N
3/4" Conduit	3/4 PVC - Sch 40	10	.86	8.60	N
1" Conduit	1 PVC Sch 40	10	1.22	12.22	N
1/2" Coupling	E 940 D	1	.13	.13	N
3/4" Coupling	E 940 E	1	.14	.14	N
1" Coupling	E 940 F	1	.21	.21	N
1/2" 90° Elbow	UA 9A D	1	.49	.49	N
3/4" 90° Elbow	UA 9A E	1	.56	.56	N
1" 90° Elbow	UA 9A F	1	.84	.84	N
EMT COUPLING (STEEL)					
1/2"	461	1	.17	.17	N
3/4"	462	1	.25	.25	N
1"	463	1	.40	.40	N
<b>GROUP XII - MINERLAC (NO SUBSTITUTIONS)</b>					
0 - Size	0B	200	.25	50.00	N
1 - Size	1B	200	.25	50.00	N
2 - Size	2B	200	.32	64.00	N
<b>GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)</b>					
	B22-SH - Galv	300 FT	2.20	660.00	N

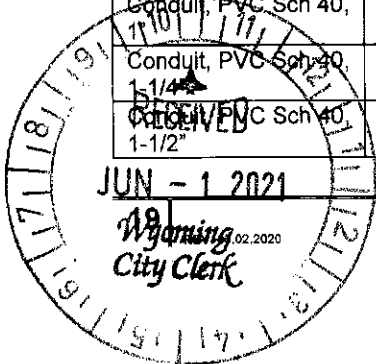


CITY OF Wyoming MICHIGAN

Wesco

Q 189944

ITEM DESCRIPTION	CATALOG #	QTY EACH	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
1-5/8" B140	B140 2N	20 Ea.	3.30	66.00	N
1-5/8" B133	B133 2N	20 Ea.	4.87	97.40	N
1-5/8" B202	B202 2N	20 Ea.	.99	19.80	N
1-5/8" B76622	B766 22	20 Ea.	11.98	239.60	N
1-5/8" B44122	B441-22 2N	20 Ea.	5.24	104.80	N
<b>GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)</b>					
Small Sticky Pads ABM2S-A-C	ABM2S-A-C	100	.89	89.00	N
Large Sticky Pads ABM4H-A-L	ABM4H-A-L	100	1.60	160.00	N
Small Wire Ties PLT1-5M-M	PLT 1.5M-M	100	.16	16.00	N
Medium Wire Ties PLT1-5I-M	PLT 1.5I-M	100	.13	13.00	N
Large Wire Ties PLT-3S-CB	PLT-3S-C	100	.35	35.00	N
#33 Black Tape	33 Tape 3/4x76	20	5.53	110.72	N
#35 Red Tape	35 Tape Red	20	4.59	91.80	N
#14 AWG Black THHN Wire	THHN 14 BIK STR CU	1000FT	.127	127.00	Wesco's Weekly
#12 AWG Black THHN Wire	THHN 12 BIK STR CU	1000FT	.187	187.00	Local
#10 AWG Black THHN Wire	THHN 10 BIK STR CU	1000FT	.287	287.00	Sheet
#14 AWG Green MTW Wire	MTW 14 GRN STR CU	1000FT	.093	93.00	Sample
#12 AWG Black MTW Wire	MTW 12 BIK STR CU	<del>250FT</del> 500	.130	65.90	attached
#10 AWG Black MTW Wire	MTW 10 BIK STR CU	<del>250FT</del> 500	.196	98.30	
CAT-6A ETHERNET CABLE	F99995-2H	1000FT	.120	120.00	
2 Conductor #18 AWG Shielded Wire	A 21802-1000	1000FT	.23	23.00	
2 Conductor #18 AWG Shielded Wire	A 21802-250	250FT	.23	23.00	
#14/3 SJ Cord	14/3 500 BIK	250FT	.480	120.00	
<b>GROUP XVII - PVC CONDUIT</b>					
Conduit, PVC Sch 40, 1/2"	1/2 PVC 40	100	.62	62.00	See Wesco Sheet
Conduit, PVC Sch 40, 3/4"	3/4 PVC 40	100	.74	74.00	
Conduit, PVC Sch 40, 1"	1 PVC 40	100	1.06	106.00	
Conduit, PVC Sch 40, 1-1/4"	1-1/4 PVC 40	100	1.56	156.00	
Conduit, PVC Sch 40, 1-1/2"	1-1/2 PVC 40	100	1.81	181.00	



CITY OF  
**Wyoming**  
MICHIGAN

# Conduit & Wire Sheet

Weekly Sheet

WESCO Distribution

www.wesco.com / www.buy.wesco.com

Size	Price / M	Size	Price / M	Price / M	Size	Price / M	Size	Price / M
TFFN 18 STR	\$69.37	14	\$161.12		8 SOL	\$310.39	MC SOL 14/2	\$368.20
TFFN 16 STR	\$97.12	12	\$217.83		8 STR	\$327.26	MC SOL 12/2	\$577.15
THHN 14 SOL	\$116.14	10	\$326.16		6 SOL	\$492.58	MC SOL 10/2	\$836.61
THHN 12 SOL	\$176.19	8	\$567.96		6 STR	\$509.45	MC SOL 12/3	\$633.16
THHN 10 SOL	\$275.66	6	\$863.53	\$174.57	4 SOL	\$783.85	MC STR 12/2	\$595.00
THHN 14 STR	\$127.03	4	\$1,269.22	\$215.64	4 STR	\$811.97	MC STR 12/3	\$950.00
THHN 12 STR	\$187.72	3	\$1,560.15		2 SOL	\$1,298.92	MC LED STR 12/2	\$1,154.00
THHN 10 STR	\$287.10	2	\$1,958.88	\$273.60	2 STR	\$1,289.92	MC LED STR 12/3	\$1,499.00
THHN 8 STR	\$521.17	1	\$2,225.48	\$387.71	1/0	\$2,021.87	HCFC SOL 12/2	\$643.73
THHN 6 STR	\$801.83	1/0	\$2,774.89	\$437.99	2/0	\$2,548.83	HCFC SOL 12/3	\$914.22
THHN 4 STR	\$1,227.06	2/0	\$3,468.61	\$517.62	3/0	\$3,272.54	HCFC STR 12/2	\$765.32
THHN 3 STR	\$1,547.67	3/0	\$4,339.88	\$642.65	4/0	\$4,056.18	HCFC STR 12/3	\$1,067.31
THHN 2 STR	\$1,937.22	4/0	\$5,443.96	\$714.33	250	\$4,984.82		
THHN 1 STR	\$2,166.25	250	\$6,101.19	\$877.12	300		NMB 14/2 WG	\$515.37
THHN 1/0 STR	\$2,666.82	300	\$7,253.26	\$1,211.93	350	\$6,986.80	NMB 12/2 WG	\$758.08
THHN 2/0 STR	\$3,285.04	350	\$8,474.91	\$1,231.96	400		NMB 10/2 WG	\$1,343.58
THHN 3/0 STR	\$4,145.86	400	\$9,664.73	\$1,440.22	500	\$9,671.74	NMB 8/2 WG	\$2,297.50
THHN 4/0 STR	\$5,175.11	500	\$11,848.32	\$1,569.88	750	\$14,654.69	NMB 6/2 WG	\$3,244.82
THHN 250 MCM	\$6,097.95	600	\$14,961.67	\$1,989.47	1000	\$19,409.54	NMB 14/3 WG	\$697.75
THHN 300 MCM	\$7,312.95	750	\$24,804.48	\$2,361.67			NMB 12/3 WG	\$1,058.88
THHN 350 MCM	\$8,562.73						NMB 10/3 WG	\$1,689.09
THHN 400 MCM	\$9,740.60						NMB 8/3 WG	\$3,234.45
THHN 500 MCM	\$12,103.52						NMB 6/3 WG	\$4,726.85
THHN 600 MCM	\$15,082.14							
THHN 750 MCM	\$25,780.97						UF 14/2 WG	\$564.29

All stock subject to prior sale.  
WESCO reserves the right to limit quantities.  
Pricing is subject to change without notice.

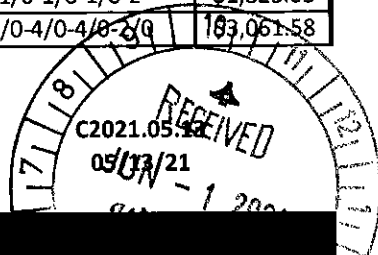
Size	EMT	GRC	IMC	ALUM	PVC-40	PVC-80	UF 14/2 WG	Price / M
1/2	\$54.31	\$244.95	\$160.89	\$91.97	\$61.85	\$94.58	UF 14/3 WG	\$804.47
3/4	\$94.06	\$246.64	\$189.78	\$122.41	\$74.29	\$129.08	UF 12/3 WG	\$1,214.70
1	\$167.04	\$405.60	\$285.01	\$174.54	\$106.06	\$172.91	UF 10/3 WG	\$1,926.71
1-1/4	\$271.45	\$596.79	\$413.16	\$236.95	\$156.12	\$233.14		
1-1/2	\$332.02	\$657.57	\$514.56	\$293.53	\$181.00	\$277.13	2-2-2-4	\$1,279.22
2	\$384.51	\$816.14	\$637.53	\$387.85	\$223.29	\$358.91	1/0-1/0-1/0-2	\$1,823.05
2-1/2	\$589.80	\$1,552.45	\$1,276.77	\$620.47	\$357.86	\$532.55	4/0-4/0-4/0-2/0	\$3,061.58
3	\$747.81	\$1,762.26	\$1,670.49	\$815.06	\$437.09	\$649.11		
3-1/2	\$1,009.71	\$2,359.92	\$2,008.81	\$1,000.48	\$567.54			
4	\$1,034.49	\$2,497.70	\$2,256.85	\$1,185.27	\$616.51	\$1,016.84		
5		\$4,681.40		\$1,620.86	\$870.80	\$1,730.01		
6		\$6,106.74		\$2,133.61	\$1,138.92	\$2,439.66		

Ask about our Wire Cutting and Paralleling

WESCO - Lansing  
Lansing, MI 48911  
517-887-0140  
Fax 517-887-0878

WESCO - Grand Rapids  
Grand Rapids, MI 49548  
616-241-2002  
Fax 616-241-4004

WESCO - Detroit  
Sterling Heights, MI 48312  
586-276-4888  
Fax 586-276-6375



Wesco

ITEM DESCRIPTION	CATALOG #	QTY EACH	UNIT COST	TOTAL	BID PRICE FIRM FOR ONE YEAR YES/NO
Conduit, PVC Sch 40, 2"	2 PVC 40	100	2.23	223.00	See Wesco
Conduit, PVC Sch 40, 3"	3 PVC 40	100	4.37	437.00	Weekly Sheets

Delivery: State number of days required for deliveries from date of receipt of orders: 1 days.

Minimum order per delivery (no charge): \$ 0

Address of Location within 15 miles of the Clean Water Plant: 2350 Ivanrest Avenue, Wyoming, MI 49418:

7650 Caterpillar  
 STREET ADDRESS  
Grand Rapids MI 49512 616-241-2002  
 CITY STATE ZIP CODE PHONE NUMBER

Address of Location within 15 miles of the Drinking Water Plant; 16700 New Holland Street, Holland, MI 49424:

None - We ship from the address above  
 STREET ADDRESS  
 CITY STATE ZIP CODE PHONE NUMBER



Walt Clarke

Wesco Distribution  
 7650 Caterpillar CT SW Suite A  
 Grand Rapids, MI 49548  
 Main (616) 241-2002  
 Direct (616) 827-6994  
 Cell (616) 481-7400  
 Fax (616)-241-4004  
 wclarke@wesco.com

Wesco Distribution

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Walter R. Clarke III

[Signature for proponent]

[Signature]

[2nd signature for proponent]

Walter R. Clarke III

[Printed name and title of person signing]

Jason Burr

[Printed name and title of 2nd person signing]

Date signed: 5/27/21

7650 Caterpillar / Grand Rapids

[Proponent's street address]

248.882.5299

[Proponent's business phone]

Grand Rapids MI 49548

[City]

[State]

[Zip]

616-481-7400

[Cell phone number(s) of person(s) signing for proponent]

W.Clark@Wesco.com

[E-mail address(es) of person(s) signing for proponent]

Corporation

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





**KENDALL  
ELECTRIC**

A MEMBER OF THE KENDALL GROUP

KENDALL ELECTRIC INC  
832 SCRIBNER AVE NW  
GRAND RAPIDS MI 49504-4490  
616-459-8327 Fax 616-459-8321

Sold To: 4713  
WYOMING (CITY OF)  
PO BOX 905  
WYOMING, MI 49509-0905

Ship To: 16473  
WYOMING (CITY OF) CLEAN WATER  
2350 IVANREST AVE  
WYOMING, MI 49418-3402

Quotation S110424655

Order Date: 06/11/21	
Terms: Net Due 30 Days	
Customer PO#	Release #
PO 2021-070	
Ordered By: QUOTE	
Phone: 616-261-3550	

Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount	
	100ea	52762	1/2" X 2" GALV NIPPLE	06/11/21	77.500/c	77.50	
	100ea	52764	1/2" X 3" GALV NIPPLE	06/11/21	90.000/c	90.00	
	100ea	52766	1/2" X 4" GALV NIPPLE	06/11/21	107.500/c	107.50	
	100ea	52768	1/2" X 5" GALV NIPPLE	06/11/21	120.000/c	120.00	
	100ea	52833	3/4" X 2" GALV NIPPLE	06/11/21	87.500/c	87.50	
	100ea	52835	3/4" X 3" GALV NIPPLE	06/11/21	106.250/c	106.25	
	100ea	52838	3/4" X 4" GALV NIPPLE	06/11/21	125.000/c	125.00	
	100ea	52840	3/4" X 5" GALV NIPPLE	06/11/21	143.750/c	143.75	
	50ea	52778	1" X 2" GALV NIPPLE	06/11/21	122.500/c	61.25	
	50ea	52780	1" X 3" GALV NIPPLE	06/11/21	147.500/c	73.75	
	50ea	52783	1" X 4" GALV NIPPLE	06/11/21	180.000/c	90.00	
	50ea	52785	1" X 5" GALV NIPPLE	06/11/21	203.750/c	101.88	
	100ea	16476	BL50 APP 1/2 L-NUT	06/11/21	0.123/e	12.30	
	100ea	16478	BL75 APP 3/4 L-NUT	06/11/21	0.174/e	17.40	
	100ea	16467	BL100 APP 1-IN L-NUT	06/11/21	0.337/e	33.70	



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Quotation S110424655

Order Date: 06/11/21	
Terms: Net Due 30 Days	
Customer PO#	Release #
PO 2021-070	
Ordered By: QUOTE	
Phone: 616-261-3550	

KENDALL ELECTRIC INC  
 832 SCRIBNER AVE NW  
 GRAND RAPIDS MI 49504-4490  
 616-459-8327 Fax 616-459-8321

Sold To: 4713  
 WYOMING (CITY OF)  
 PO BOX 905  
 WYOMING, MI 49509-0905

Ship To: 16473  
 WYOMING (CITY OF) CLEAN WATER  
 2350 IVANREST AVE  
 WYOMING, MI 49418-3402

Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson	
EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	100ea	2120915	PB-100-D APP 1/2 PLASTIC BUSH	06/11/21	0.022/e	2.20
	100ea	2037390	PB-200-D APP 3/4 PLASTIC BUSH	06/11/21	0.028/e	2.80
	100ea	2087088	PB-300-D APP 1-IN PLASTIC BUSH	06/11/21	0.032/e	3.20
	100ea	17421	RB75-50 APP 3/4 TO 1/2 REDUCING BUSH	06/11/21	0.687/e	68.70
	100ea	17385	RB100-75 APP 1 TO 3/4 REDUCING BUSH	06/11/21	1.063/e	106.30
	100ea	17387	RB125-100 APP 1-1/4 TO 1 REDUCING BUSH	06/11/21	2.262/e	226.20
	100ea	17394	RB150-125 APP 1-1/2 TO 1-1/4 REDUCING BUSH	06/11/21	2.831/e	283.10
	50ea	18024	4CS1/2 APP 4X1-7/8 DEEP HANDYBOX	06/11/21	0.705/e	35.25
	50ea	18025	4CS3/4 APP 4X1-7/8 DEEP HANDYBOX	06/11/21	1.123/e	56.15
	50ea	17987	2540 APP BLANK HANDYBOX COVER	06/11/21	0.303/e	15.15
	50ea	17983	2510 APP DUPLEX RCPT HANDYBOX COVER	06/11/21	0.308/e	15.40
	50ea	17989	2594 APP SWITCH HANDYBOX COVER	06/11/21	0.278/e	13.90
	100ft	27036	1/2" EF-11 100' BOX GRAY SEALTITE #80111	06/11/21	73.250/c	73.25



A MEMBER OF THE KENDALL GROUP

KENDALL ELECTRIC INC  
 832 SCRIBNER AVE NW  
 GRAND RAPIDS MI 49504-4490  
 616-459-8327 Fax 616-459-8321

Quotation S110424655

Order Date: 06/11/21	
Terms: Net Due 30 Days	
Customer PO#	Release #
PO 2021-070	
Ordered By: QUOTE	
Phone: 616-261-3550	

Sold To: 4713  
 WYOMING (CITY OF)  
 PO BOX 905  
 WYOMING, MI 49509-0905

Ship To: 16473  
 WYOMING (CITY OF) CLEAN WATER  
 2350 IVANREST AVE  
 WYOMING, MI 49418-3402

Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson	
EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	100ft	27039	3/4" EF-12 100' BOX GRAY SEALTITE #80122	06/11/21	95.500/c	95.50
	100ea	17616	ST50 APP 1/2 STEEL STRAIGHT ST CONN	06/11/21	2.053/e	205.30
	100ea	17619	ST75 APP 3/4 STEEL STRAIGHT ST CONN	06/11/21	2.924/e	292.40
	25ea	41857	CS115-2I LEV 15A/125-277V 1P SWITCH COMM GRADE IVORY	06/11/21	1.463/e	36.58
	25ea	41867	CS315-2I LEV 15A/120-277V 3WAY SWITCH COMM GRADE IVORY	06/11/21	2.150/e	53.75
	50ea	41849	CR15-I LEV 15A/125V DPLX RECEP COMM GRADE IVORY 5-15R	06/11/21	1.075/e	53.75
	50ea	42452	5362-I LEV 20A/125V 2P3W DPLX RECEP IVORY 5-20R	06/11/21	3.613/e	180.65
	20ea	25331	1447 WHD 15A 125V STD-DTY PLUG 1301410015	06/11/21	9.000/e	180.00
	20ea	25344	1547 WHD 15A 125V STD-DTY CONN 1301410031	06/11/21	16.000/e	320.00
	50ea	18091	4S1/2 APP 4X1-1/2 DEEP SQ BOX	06/11/21	1.109/e	55.45
	50ea	18052	4SJ-EK APP 4-11/16 SQ BOX W/ECCENTRIC KO'S	06/11/21	1.783/e	89.15



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KENDALL ELECTRIC INC  
832 SCRIBNER AVE NW  
GRAND RAPIDS MI 49504-4490  
616-459-8327 Fax 616-459-8321

Sold To: 4713  
WYOMING (CITY OF)  
PO BOX 905  
WYOMING, MI 49509-0905

Ship To: 16473  
WYOMING (CITY OF) CLEAN WATER  
2350 IVANREST AVE  
WYOMING, MI 49418-3402

Quotation S110424655

Order Date: 06/11/21	
Terms: Net Due 30 Days	
Customer PO#	Release #
PO 2021-070	
Ordered By: QUOTE	
Phone: 616-261-3550	

Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson		
EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount	
	50ea	18037	401/2 APP 4X1-1/2 DEEP OCT BOX	06/11/21	0.651/e	32.55	
	50ea	18093	4S3/4 APP 4X1-1/2 DEEP SQ BOX	06/11/21	0.883/e	44.15	
	50ea	18052	4SJ-EK APP 4-11/16 SQ BOX W/ECCENTRIC KO'S	06/11/21	1.783/e	89.15	
	50ea	18038	403/4 APP 4X1-1/2 DEEP OCT BOX	06/11/21	1.052/e	52.60	
	1ea	18144	8465 APP 4SQ BLANK FLAT COVER	06/11/21	0.250/e	0.25	
	1ea	18180	8487 APP 4-11/16 FLAT BLANK COVER	06/11/21	0.477/e	0.48	
	1ea	18126	8403 APP 4-IN FLAT OCT COVER	06/11/21	0.276/e	0.28	
	10ft	24913	1/2" IMC CONDUIT	06/11/21	177.087/c	17.71	
	10ft	24918	3/4" IMC CONDUIT	06/11/21	209.019/c	20.90	
	10ft	24910	1" IMC CONDUIT	06/11/21	320.668/c	32.07	
	10ft	3578577	PV0510CT00 CALBOND 1/2" X 10' CONDUIT - PVC COATED W/COUPLING	06/11/21	422.188/c	42.22	
	10ft	2983034	PV1010CT00 CALBOND 1"X 10' CONDUIT - PVC COATED W/COUPLING	06/11/21	633.471/c	63.35	
	10ft	3584135	PV0710CT00 CALBOND 3/4"X 10' CONDUIT - PVC COATED W/COUPLING	06/11/21	489.306/c	48.93	



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EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	10ft	24850	1/2" EMT THINWALL CONDUIT	06/11/21	64.707/c	6.47
	10ft	24855	3/4" EMT THINWALL CONDUIT	06/11/21	114.481/c	11.45
	10ft	24847	1" EMT THINWALL CONDUIT	06/11/21	196.716/c	19.67
	1ea	17237	LB50M APP 1/2 LB-UNILET 35MS	06/11/21	4.355/e	4.36
	1ea	17201	K50 APP 1/2 UNILET COVER 35MS	06/11/21	1.500/e	1.50
	1ea	17061	GK50N APP 1/2 NEO GASK	06/11/21	1.084/e	1.08
	1ea	17242	LB75M APP 3/4 LB-UNILET 35MS	06/11/21	5.235/e	5.24
	1ea	17063	GK75N APP 3/4 NEO GASK	06/11/21	1.251/e	1.25
	1ea	17204	K75 APP 3/4 UNILLET COVER 35MS	06/11/21	1.815/e	1.82
	1ea	17213	LB100M APP 1-IN LB-UNILET 35MS	06/11/21	7.840/e	7.84
	1ea	17051	GK100N APP 1-IN NEO GASK	06/11/21	1.649/e	1.65
	1ea	17190	K100 APP 1-IN UNILET COVER 35MS	06/11/21	2.485/e	2.49
	1ea	17703	T50M APP 1/2 T-UNILET 35MS	06/11/21	5.445/e	5.45
	1ea	17709	T75M APP 3/4 T-UNILET 35MS	06/11/21	6.545/e	6.55
	1ea	17687	T100M APP 1-IN T-UNILET 35MS	06/11/21	9.815/e	9.82



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Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson	
EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	1ea	16684	C50M APP 1/2 C-UNILET 35MS	06/11/21	4.355/e	4.36
	1ea	16690	C75M APP 3/4 C-UNILET 35MS	06/11/21	5.235/e	5.24
	1ea	16668	C100M APP 1-IN C-UNILET 35MS	06/11/21	7.840/e	7.84
	1ea	2036071	1901 APP 1/2 EMT 1H PIPE STRAP	06/11/21	0.035/e	0.04
	1ea	2227816	1902 APP 3/4 EMT 1H PIPE STRAP	06/11/21	0.059/e	0.06
	1ea	2227820	1903 APP 1-IN EMT 1H PIPE STRAP	06/11/21	0.097/e	0.10
	1ea	17835	4050S APP 1/2 EMT SS CONN	06/11/21	0.263/e	0.26
	1ea	17837	4075S APP 3/4 EMT SS CONN	06/11/21	0.422/e	0.42
	1ea	17839	4100S APP 1-IN EMT SS CONN	06/11/21	0.715/e	0.72
	10ft	24560	1/2" PVC SCH 40 CONDUIT	06/11/21	69.098/c	6.91
	10ft	24575	3/4" PVC SCH 40 CONDUIT	06/11/21	83.054/c	8.31
	10ft	24552	1" PVC SCH 40 CONDUIT	06/11/21	121.149/c	12.11
	1ea	24259	E940D (6141623) CAR 1/2IN PVC COUPLING	06/11/21	10.475/c	0.10
	1ea	24260	E940E (6141624) CAR 3/4" PVC COUPLING	06/11/21	11.050/c	0.11



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EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB		
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount	
	1ea	24261	E940F CAR (6141625) 1" PVC COUPLING	06/11/21	16.763/c	0.17	
	1ea	24606	UA9AD CAR (5133823) 1/2"ELB 90D SCHED 40	06/11/21	35.038/c	0.35	
	1ea	24607	UA9AE CAR (5133824) 3/4"ELB 90D SCHED 40	06/11/21	40.425/c	0.40	
	1ea	2162213	UA9AFR-CTN CAR (5133825) 1" SCH 40 STD 90 ELBOW	06/11/21	61.225/c	0.61	
	1ea	17852	5050S APP 1/2 EMT SET SCREW CPLG	06/11/21	0.121/e	0.12	
	1ea	17853	5075S APP 3/4 EMT SET SCREW CPLG.17	06/11/21	0.183/e	0.18	
	1ea	17854	5100S APP 1-IN EMT SET SCREW CPLG	06/11/21	0.285/e	0.29	
	200ea	46820	0B MINERALLAC 1/2" RIGID/EMT HANGER W/BOLT	06/11/21	30.613/c	61.23	
	200ea	46825	1B MINERALLAC 3/4" RIGID/EMT HANGER W/BOLT H75SWB	06/11/21	35.450/c	70.90	
	200ea	46849	2B MINERALLAC 1" RIGID & EMT PIPE HANGER W/BOLT H100SWB	06/11/21	41.413/c	82.83	
	300ft	2017573	B22SHGALV10 B-LINE CHANNEL, 1 5/8" X 1 5/8", 9/16" X 1-1/8" SLOT	06/11/21	312.471/c	937.41	
	20ea	2027019	B140ZN B-LINE 3H FLAT ANG PLATE	06/11/21	305.463/c	61.09	



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EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	20ea	2023081	B133ZN B-LINE ZINC PLTD 4-HOLE TEE PLATE	06/11/21	454.963/c	90.99
	20ea	23580	B202ZN B-LINE FITTING 1/2IN SQUARE WASHER SEE AB241-1/2	06/11/21	85.463/c	17.09
	20ea	23601	B766-22 B-LINE FITTING STRAIGHT STRUT	06/11/21	2757.525/c	551.51
	20ea	2026181	B441-22AZN B-LINE BEAM CLAMP, 3/4-IN. MAX FLANGE, FOR 1 5/8-IN	06/11/21	481.238/c	96.25
	100ea	48244	ABM2S-A-C PAN CBL TIE MOUNT W1A	06/11/21	78.463/c	78.46
	100ea	48251	ABM4H-A-L PAN CABLE TIE MOUNT W1A 2"X2"SQ	06/11/21	140.425/c	140.43
	100ea	49484	PLT1.5I-C PAN 5-5/8 IN CABLE TIE A1A	06/11/21	12.188/c	12.19
	100ea	49594	PLT3SCB PAN 11-1/2 CABLE TIE BOXED	06/11/21	14.604/c	14.60
	20r1	4186058	SUPER33+-3/4X76FT MMM BLACK PLASTIC TAPE 7100201470	06/11/21	4.565/e	91.30
	20r1	27334	35RED-3/4X66FT MMM 7000006094 RED CODING TAPE 10810	06/11/21	4.253/e	85.06
	1000ft	61349	14 THHN STRD BLACK 500' SPOOL WIRE	06/11/21	159.246/m	159.25



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EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	1000ft	61309	12 THHN STRD BLACK 500' SPOOL WIRE	06/11/21	235.351/m	235.35
	1000ft	61276	10 THHN STRD BLACK 500' SPOOL WIRE	06/11/21	359.927/m	359.93
	1000ft	61361	14 THHN STRD GREEN 500' SPOOL WIRE	06/11/21	159.246/m	159.25
	500ft	60784	12 MTW STRD BLACK 500' SPOOL WIRE	06/11/21	177.356/m	88.68
	500ft	60775	10 MTW STRD BLACK 500' SPOOL WIRE	06/11/21	277.965/m	138.98
	1000ft	35429	8760-1000 BEL 18/2 SHIELDED 300V PVC 1000' REEL	06/11/21	770.588/m	770.59
	250ft	2197846	CUT 8760 BEL 18/2 SHLD WIRE 300V	06/11/21	770.588/m	192.65
	250ft	2214557	CUT 14/3 SJOOW (.365 OD) BLACK	06/11/21	526.232/m	131.56
	100ft	24560	1/2" PVC SCH 40 CONDUIT	06/11/21	65.033/c	65.03
	100ft	24575	3/4" PVC SCH 40 CONDUIT	06/11/21	78.168/c	78.17
	100ft	24552	1" PVC SCH 40 CONDUIT	06/11/21	114.022/c	114.02
	100ft	24557	1-1/4" PVC SCH 40 CONDUIT	06/11/21	164.231/c	164.23
	100ft	24554	1-1/2" PVC SCH 40 CONDUIT	06/11/21	190.400/c	190.40
	100ft	24566	2" PVC SCH 40 CONDUIT	06/11/21	237.459/c	237.46
	100ft	24572	3" PVC SCH 40 CONDUIT	06/11/21	454.652/c	454.65



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EGDC	EGDC10	Out: No	In: No	JASON HANCE, 1331-EGRS	STEPHEN BUCHANAN, 1333-ESCB	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	1000ft	2280431	77-246-2A SEW 4X23 CAT6 CMR RISER BLUE 1000' REEL IN A BOX	06/11/21	135.294/m	135.29
	100ea	49561	PLT2M-C PAN 8-IN CABLE TIE A1A *** TAXES NOT INCLUDED ***	06/11/21	14.125/c	14.13

This quotation is an offer to sell you the goods described herein on the terms set forth above and, unless otherwise agreed in a signed writing, on our Terms and Conditions of Sale, available at [www.kendallgroup.com/Legal-Notices](http://www.kendallgroup.com/Legal-Notices) or by calling 800-632-5422. An order of any goods listed in this quotation constitutes your acceptance of our Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers from you. Prices expire on, and are subject to change after, 07/11/2021. Wire, conduit & pipe pricing valid for 06/11/2021 only. Opened, special order or non-stock items may not be returnable.

Subtotal	10372.85
S&H CHGS	TBD
Sales Tax	TBD
Amount Due	10372.85