

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MAY 19, 2025, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Barry Petrucci, Wyoming Park United Methodist 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) **Approval of Minutes**
From the May 5, 2025 Regular Meeting, the May 5, 2025 Closed Session, the May 12, 2025 Work Session and the May 12, 2025 Closed Session
- 6) **Approval of Agenda**
- 7) **Public Hearings** (none)
- 8) **Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) **Presentations and Proclamations** (none)
 - a) Presentations
 - b) Proclamations
- 10) **Petitions and Communications** (none)
 - a) Petitions
 - b) Communications
- 11) **Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 25-6 Acceptance of a Watermain Easement for 23 Spanish Ct. SE (Billy Wayne Stubblefield and Donna Bergakker)
 - 25-7 Acceptance of a Watermain Easement for 25 Spanish Ct. SE (Billy Wayne Stubblefield and William and Kathy Stubblefield)
 - 25-8 Acceptance of a Watermain Easement for 27 Spanish Ct. SE (Bill Stubblefield and Brian Stubblefield)
- 12) **Budget Amendments** (none)
- 13) **Consent Agenda** (none)
- 14) **Resolutions**
 - a) To Adopt Fiscal Year 2025-26 Wyoming City Budget and Property Tax Levy to be Known as the City’s 2025-26 General Appropriations Act
 - b) To Amend a Portion of the City of Wyoming Fee Schedule
 - c) To Approve the Grand Valley Regional Biosolids Authority FY2026 Budget
 - d) To Approve the 2026-2031 Capital Improvement Plan

- e) To Approve the 2025-2026 Budget for the Wyoming Downtown Development Authority

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

- a) To Authorize the Mayor and City Clerk to Execute an Agreement with the City of Kentwood for the Construction of Street Improvements on Division Avenue and Watermain Improvements on Maplelawn Street
- b) To Accept Amendment No. 3 for Sidewalk Snowplowing
- c) For Catch Basin and Manhole Rehabilitation
- d) To Accept a Proposal for the Justice Cloud Premium Bundle
- e) To Accept a Quote to Upgrade the BeyondTrust Remote Support Solution
- f) To Accept a Sales Agreement for the Purchase of a Fire Apparatus (Budget Amendment No. 43)
- g) To Accept a Proposal for the Reconditioning of One Transfer Pump and Motor

16) Ordinances (none)

17) Informational Material (none)

18) Acknowledgment of Visitors

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

19) Closed Session (as necessary)

20) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

May 19, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-6

Subject: Acceptance of a Watermain Easement for 23 Spanish Ct., SE
(Billy Wayne Stubblefield and Donna Bergakker)

Councilmembers:

Billy Wayne Stubblefield and Donna Bergakker, owners of 23 Spanish Ct., SE, submitted the following described Watermain Easement. The Watermain Easement conveys permanent access rights to the City of Wyoming to own and maintain a public watermain along Spanish Ct. The Watermain Easement area is shown on the attached Exhibit A. The acquisition is necessary as part of the Spanish Ct./Division Avenue Improvements project in 2025.

Grantor:	Billy Wayne Stubblefield and Donna Bergakker
Parcel:	41-18-19-101-012
Size of Easements:	1,000 sf
Consideration:	\$2,736.00

It is recommended that the City Council accept the attached Watermain Easement which has been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Watermain Easement
Estimate of Just Compensation

**CITY OF WYOMING
WATERMAIN EASEMENT
Parcel No. 41-18-19-101-012**

The Grantor, **Billy Wayne Stubblefield and Donna Bergakker**, as joint tenants with full rights of survivorship, whose address is 2004 Pavilion Drive, SW, Byron Center, Michigan 49315

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) a **Watermain Easement** for Watermain purposes, including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the watermain and appurtenances in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said watermain and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, operation, repair and maintenance of said watermain and appurtenances in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Watermain Easement Area, Watermain Easement Legal Description and Property Legal Description (Parcel No. 41-18-19-101-012)

For the full consideration of **Two Thousand Seven Hundred Thirty-Six Dollars and No Cents (\$2,736.00)**.

The City shall have the right to use the Grantor's property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement area to as good or better condition than it was prior to any work having been performed.

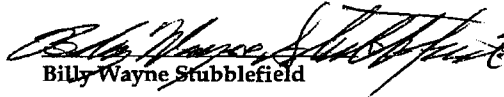
Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of the Easement.

DATED: 5/7/25

Approved as to form:



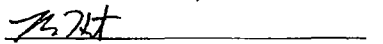
Attorney for the City of Wyoming


Billy Wayne Stubblefield


Donna Bergakker

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)


The foregoing instrument was acknowledged before me in Kent County, Michigan on this 24th day of April, 2025, by Billy Wayne Stubblefield.


Ben Hart, Notary Public
State of Michigan, County of Kent
My Commission Expires: 01/19/2030
Acting in the County of: Kent


Donna Bergakker

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 24th day of April, 2025, by Donna Bergakker.


Ben Hart, Notary Public
State of Michigan, County of Kent
My Commission Expires: 01/19/2030
Acting in the County of: Kent

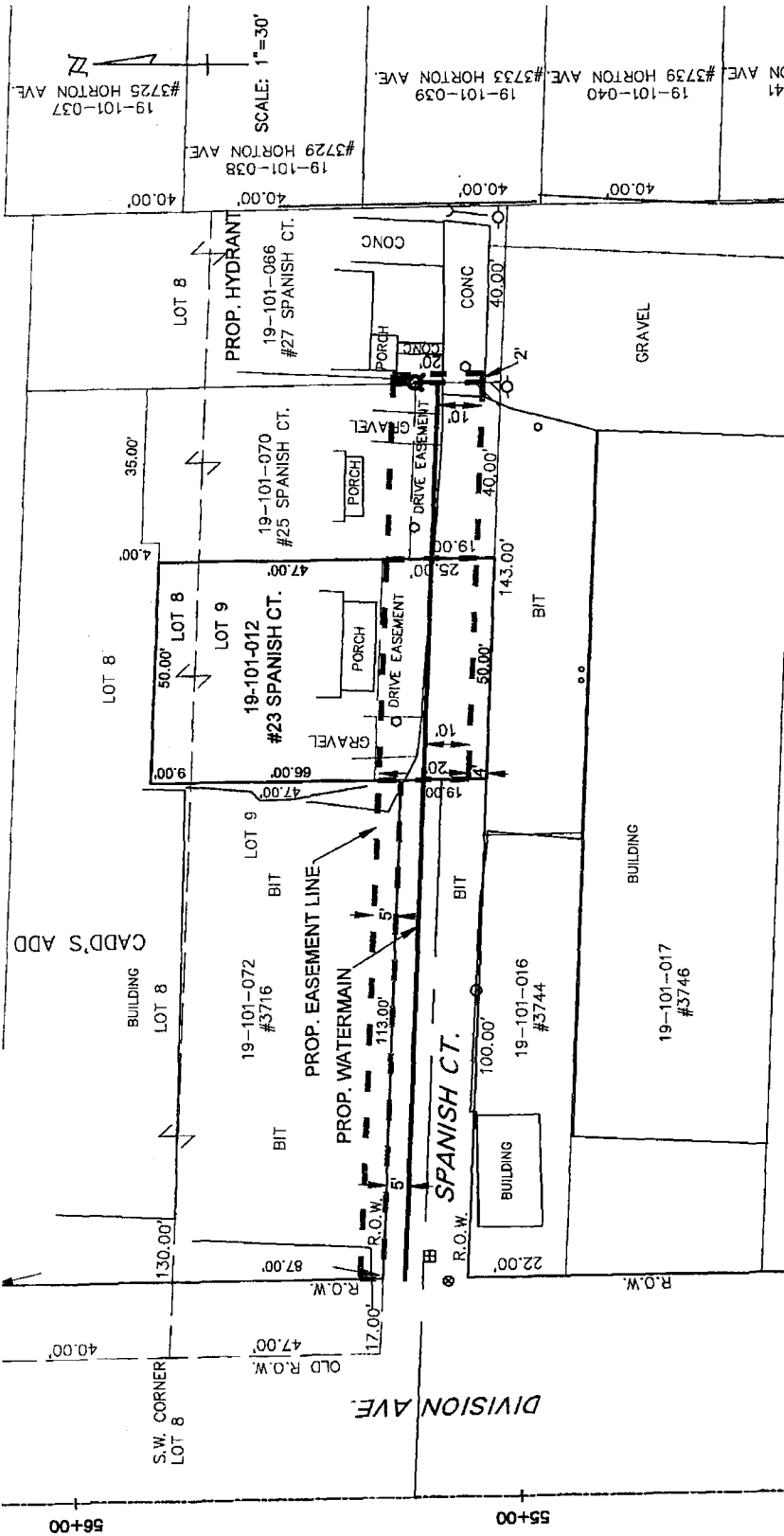
Kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Avenue, NW
Grand Rapids, MI 49534

Legal Description by:
Meyers, Bueche & Nies, Inc.
1750 3 Mile Road, NW
Grand Rapids, MI 49544

EXHIBIT A

SHEET 1 OF 2



LEGEND

- WOOD STAKE (SET) □
- IRON STAKE (SET) ○
- IRON STAKE (FOUND) ●
- FENCE —
- M = MEASURED
- P = PLATTED

mbn
 meyers, bueche & nias, inc.
 civil engineers/surveyors
 1750 3 mile road n.w.
 grand rapids, mi 49544
 616-457-5030
 www.mbnse.com

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON, THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

DESCRIPTION: 23 SPANISH COURT (PPN 41-18-19-101-012)

THE EAST 50 FEET OF THE WEST 180 FEET OF THE SOUTH 9 FEET OF LOT 8, AND THE EAST 50 FEET OF THE WEST 180 FEET OF LOT 9, EXCEPT AND RESERVING A RIGHT-OF-WAY FOR DRIVEWAY PURPOSES OVER AND ACROSS THE SOUTH 25 FEET THEREOF, ALL IN CADD'S ADDITION, PARIS TOWNSHIP, KENT COUNTY, MICHIGAN ACCORDING TO THE RECORDED PLAT THEREOF.

QUIT-CLAIM DEED RECORDED AS LIBER 2440 PAGE 961 (DATED JULY 25, 1984).

SUBJECT TO A PROPOSED 20 FOOT EASEMENT FOR WATERMAIN PURPOSES: DESCRIBED AS THE NORTHERLY 20 FEET OF THE SOUTHERLY 24 FEET OF SAID EAST 50 FEET OF THE WEST 180 FEET OF LOT 9, CADD'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, KENT COUNTY RECORDS.

CONTAINING 1,000 SF.

DESCRIPTION AND DRAWING ARE BASED ON RECORDED INSTRUMENT - QUIT-CLAIM DEED LIBER 2440 PAGE 961, EASEMENT FOR INGRESS AND EGRESS LIBER 2412 PAGE 486, KENT COUNTY MICHIGAN. TITLE SEARCH PROVIDED BY: BEST HOMES TITLE AGENCY, LLC FILE NO: BH-250989 COMMITMENT DATE: OCTOBER 22, 2024

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.



meyers, buêche & nies, inc.
civil engineers/surveyors
1750 3 mile road n.w.
grand rapids, mi 49544
616-457-5030
www.mbnse.com

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- +— FENCE
- M = MEASURED
- P = PLATTED

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: City of Wyoming – Spanish Court Watermain Reconstruction

SITE DATA:

Permanent Parcel No.: 41-18-19-101-012

Parcel: Billy W. Stubblefield & Donna Bergakker

Land Use: Residential – Improved

Size: 0.086 ac (total)

Address: 23 Spanish Ct., SE, Wyoming

Zoning: 401

<p>ACQUISITION DESCRIPTION: Square foot values based on Limited Land Value Study prepared by Land Matters, Inc.</p> <p>Summary of Costs:</p> <p><u>Watermain Easement:</u> A 20' rectangular piece of property adjacent to the Spanish Ct. ROW extended, as shown.</p> <p>Area: 1,000 sft</p>	<p>SKETCH: North ↑</p>
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COMPUTATION OF VALUE:	
LAND ACQUISITION, WATERMAIN EASEMENT	
1000 s.f. (Area) X \$ 9.12 / s.f. x 30% = \$ 2,736.00	\$ 2,736.00

REMARKS:

\$2,736.00

Signed: *Kelly Jacobsen*
Land Matters, Inc.
Kelly Jacobsen

For information call 616.791.9805

Agreed to by: *Billy W. Stubblefield*
Billy W. Stubblefield

Donna Bergakker
Donna Bergakker

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

May 19, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-7

Subject: Acceptance of a Watermain Easement for 25 Spanish Ct., SE
(Billy Wayne Stubblefield and William and Kathy Stubblefield)

Councilmembers:

Billy Wayne Stubblefield and William and Kathy Stubblefield, owners of 25 Spanish Ct., SE, submitted the following described Watermain Easement. The Watermain Easement conveys permanent access rights to the City of Wyoming to own and maintain a public watermain along Spanish Ct. The Watermain Easement area is shown on the attached Exhibit A. The acquisition is necessary as part of the Spanish Ct./Division Avenue Improvements project in 2025.

Grantor:	Billy Wayne Stubblefield and William & Kathy Stubblefield
Parcel:	41-18-19-101-070
Size of Easements:	800 sf
Consideration:	\$2,188.80

It is recommended that the City Council accept the attached Watermain Easement which has been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Watermain Easement
Estimate of Just Compensation

**CITY OF WYOMING
WATERMAIN EASEMENT
Parcel No. 41-18-19-101-070**

The Grantor, **Billy Wayne Stubblefield and William Stubblefield and Kathy Stubblefield, husband and wife**, whose address is 2004 Pavilion Drive, SW, Byron Center, Michigan 49315

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) a **Watermain Easement** for Watermain purposes, including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the watermain and appurtenances in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said watermain and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, operation, repair and maintenance of said watermain and appurtenances in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Watermain Easement Area, Watermain Easement Legal Description and Property Legal Description (Parcel No. 41-18-19-101-070)

For the full consideration of **Two Thousand One Hundred Eighty Eight Dollars and Eighty Cents (\$2,188.80)**.


The City shall have the right to use the Grantor's property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement area to as good or better condition than it was prior to any work having been performed.

Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of the Easement.

DATED: 5/7/25

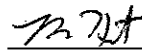
Approved as to form:


Attorney for the City of Wyoming


Billy Wayne Stubblefield

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 24th day of April, 2025, by **Billy Wayne Stubblefield**.



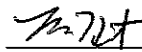
Ben Hart, Notary Public
State of Michigan, County of Kent
My Commission Expires: 01/19/2030
Acting in the County of: Kent


William Stubblefield


Kathy Stubblefield

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 24th day of April, 2025, by **William Stubblefield and Kathy Stubblefield, husband and wife**.



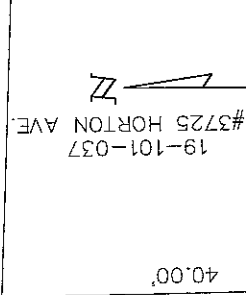
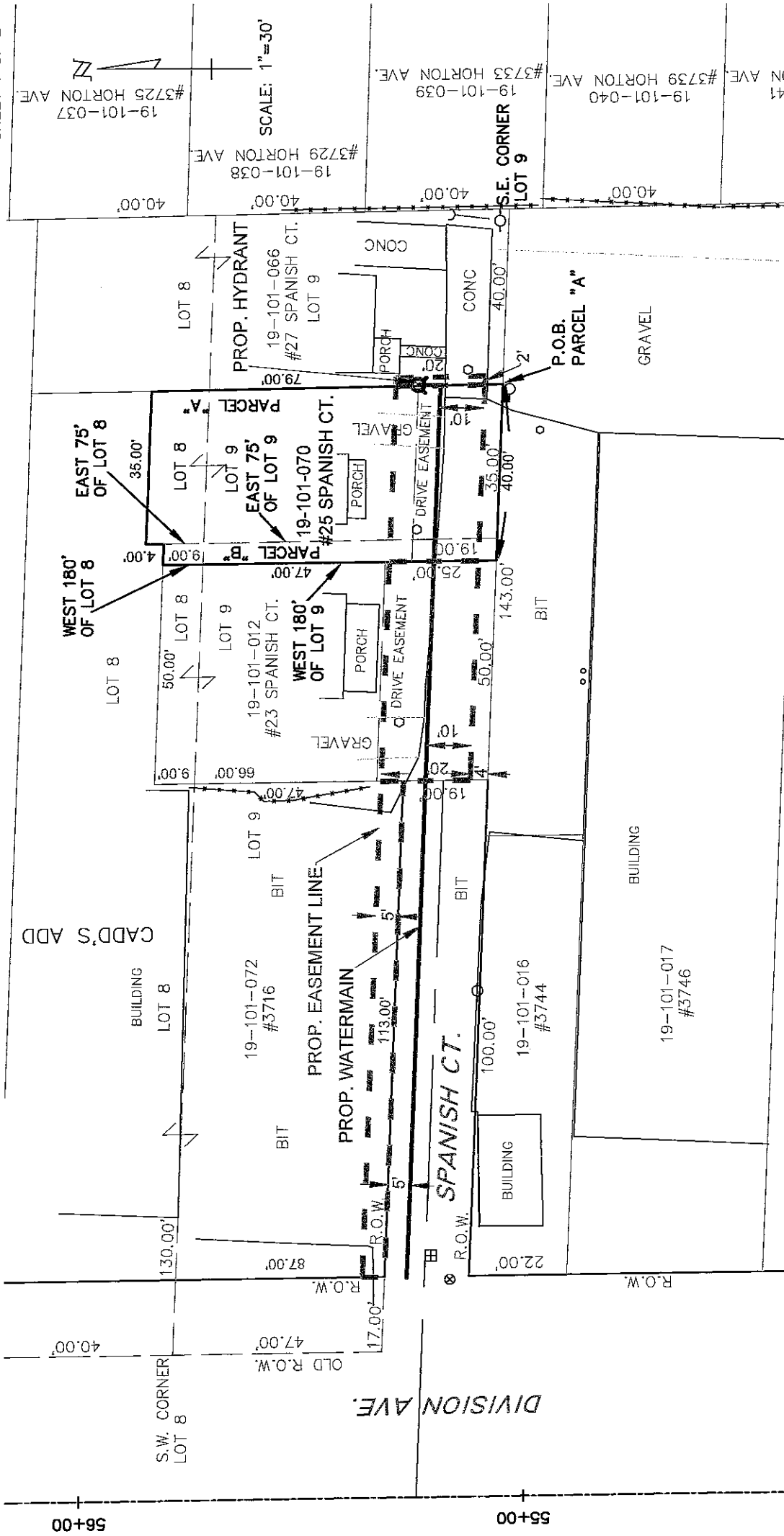
Ben Hart, Notary Public
State of Michigan, County of Kent
My Commission Expires: 01/19/2030
Acting in the County of: Kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Avenue, NW
Grand Rapids, MI 49534

Legal Description by:
Meyers, Bueche & Nies, Inc.
1750 3 Mile Road, NW
Grand Rapids, MI 49544

Kent

EXHIBIT A



LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED



meyers, bueche & nies, inc.
 civil engineers/surveyors
 1750 3 mile road n.w.
 grand rapids, mi 49544
 616-457-5030
 www.mbnse.com

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON, THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

DESCRIPTION: **25 SPANISH COURT** (PPN 41-18-19-101-070)

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN:
PARCEL A: THAT PART OF LOTS 8 AND 9 DESCRIBED AS COMMENCING 40 FEET WEST OF THE SOUTHEAST CORNER OF LOT 9; THENCE NORTH 79 FEET; THENCE WEST 35 FEET; THENCE SOUTH 79 FEET; THENCE EAST 35 FEET TO THE BEGINNING, CADD'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, KENT COUNTY RECORDS. PARCEL B: ALSO, THE SOUTH 9 FEET OF LOT 8, EXCEPT THE WEST 180 FEET AND EXCEPT THE EAST 75 FEET; AND LOT 9, EXCEPT THE WEST 180 FEET AND EXCEPT THE EAST 75 FEET, ALL IN CADD'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, KENT COUNTY RECORDS. TOGETHER WITH AN EASEMENT FOR RIGHT-OF-WAY FOR PURPOSES OF INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 19 FEET OF THE EAST 50 FEET OF THE WEST 180 FEET OF SAID LOT 9 OF CADD'S ADDITION.

SUBJECT TO A PROPOSED 20 FOOT EASEMENT FOR UTILITY PURPOSES:
DESCRIBED AS THE NORTHERLY 20 FEET OF THE SOUTHERLY 24 FEET OF THE WEST 40 FEET OF THE EAST 80 FEET OF LOT 9, CADD'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, KENT COUNTY RECORDS.

CONTAINING 800 SF.

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- +— FENCE
- M = MEASURED
- P = PLATTED

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DESCRIPTION AND DRAWING ARE BASED ON RECORDED INSTRUMENT - QUIT-CLAIM DEED FOR INGRESS AND EGRESS LIBER 2412 PAGE 493, KENT COUNTY MICHIGAN. TITLE SEARCH PROVIDED BY: BEST HOMES TITLE AGENCY, LLC FILE NO. 8H-250900 COMMITMENT DATE: OCTOBER 22, 2024

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: City of Wyoming – Spanish Court Watermain Reconstruction

SITE DATA:

Permanent Parcel No.: 41-18-19-101-070

Parcel: Billy Wayne Stubblefield & William & Kathy Stubblefield Land Use: Residential – Improved Size: 0.068 ac (total)

Address: 25 Spanish Ct., SE, Wyoming Zoning: 401

ACQUISITION DESCRIPTION:
Square foot values based on Limited Land Value Study prepared by Land Matters, Inc.

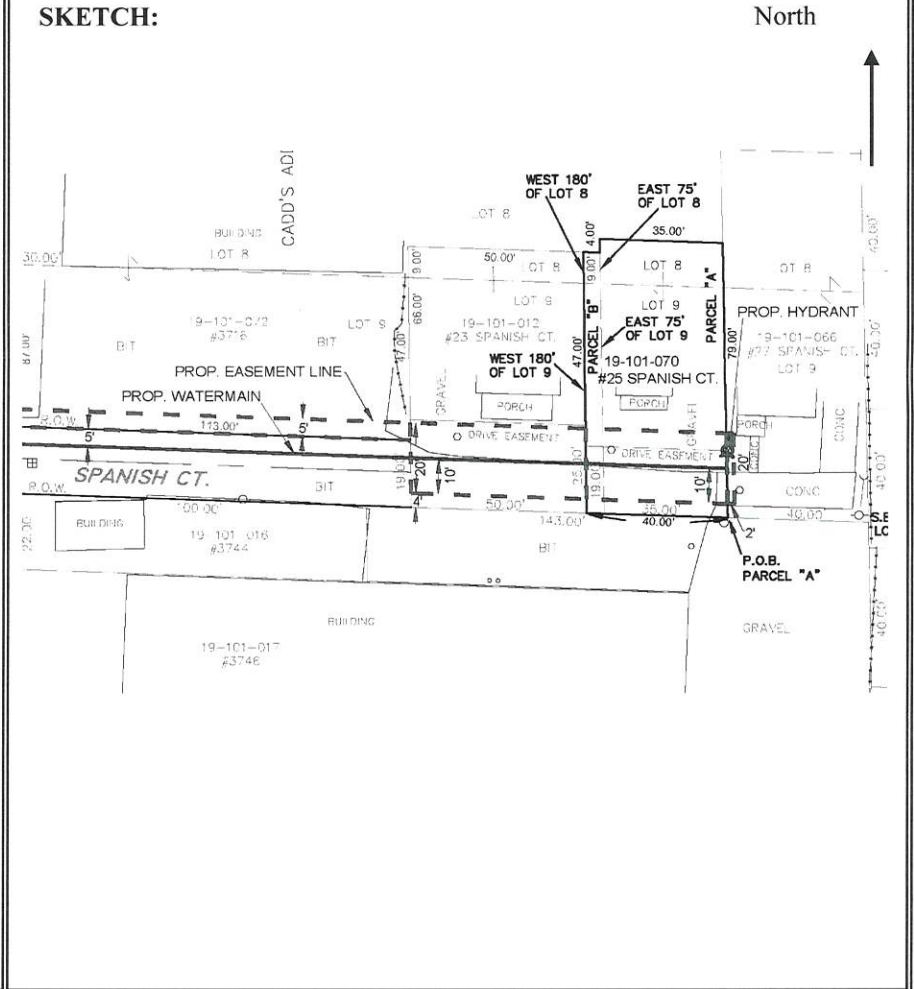
Summary of Costs:

Watermain Easement:

A 20' rectangular piece of property adjacent to the Spanish Ct. ROW, as shown.

Area: 800 sft

SKETCH:



COMPUTATION OF VALUE:

LAND ACQUISITION, WATERMAIN EASEMENT

800 s.f. (Area) X \$ 9.12 /s.f. x 30% = \$ 2,188.80

\$ 2,188.80

REMARKS:

\$2,188.80

Signed:

Kelly Ad
Land Matters, Inc.
Kelly Jacobsen

For information call 616.791.9805

Agreed to by:

Billy W. Stubblefield
Billy W. Stubblefield

William Stubblefield
William Stubblefield

Kathy Stubblefield
Kathy Stubblefield

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

May 19, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-8

Subject: Acceptance of a Watermain Easement for 27 Spanish Ct., SE
(Bill Stubblefield and Brian Stubblefield)

Councilmembers:

Bill Stubblefield and Brian Stubblefield, owners of 27 Spanish Ct., SE, submitted the following described Watermain Easement. The Watermain Easement conveys permanent access rights to the City of Wyoming to own and maintain a public watermain along Spanish Ct. The Watermain Easement area is shown on the attached Exhibit A. The acquisition is necessary as part of the Spanish Ct./Division Avenue Improvements project in 2025.

Grantor:	Bill Stubblefield and Brian Stubblefield
Parcel:	41-18-19-101-066
Size of Easements:	40 sf
Consideration:	\$109.44

It is recommended that the City Council accept the attached Watermain Easement which has been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Watermain Easement
Estimate of Just Compensation

**CITY OF WYOMING
WATERMAIN EASEMENT
Parcel No. 41-18-19-101-066**

The Grantor, **Bill Stubblefield and Brian Stubblefield**, as joint tenants with full rights of survivorship, whose address is 2004 Pavilion Drive, SW, Byron Center, Michigan 49315

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein) a **Watermain Easement** for Watermain purposes, including the right to enter upon the real property at any time and to construct, reconstruct, replace, repair, operate and maintain the watermain and appurtenances in, over, under, across, through and upon said real property together with the right to excavate and refill ditches and/or trenches for the location of said watermain and appurtenances, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, reconstruction, replacement, operation, repair and maintenance of said watermain and appurtenances in, over, under, across, through and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Watermain Easement Area, Watermain Easement Legal Description and Property Legal Description (Parcel No. 41-18-19-101-066)

For the full consideration of One Hundred Nine Dollars and Forty-Four Cents (\$109.44).

The City shall have the right to use the Grantor's property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantor's property adjoining the Easement area to as good or better condition than it was prior to any work having been performed.

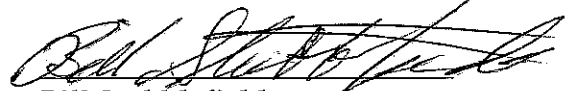
Grantor shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement Area which would interfere with the intended use of the Easement.

DATED: 5/7/25

Approved as to form:



Attorney for the City of Wyoming

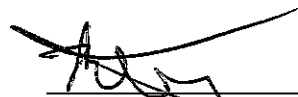

Bill Stubblefield

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 24th day of April, 2025, by **Bill Stubblefield**.

M. Hart

Ben Hart, Notary Public
State of Michigan, County of Kent
My Commission Expires: 01/19/2030
Acting in the County of: Kent


Brian Stubblefield

Kent

STATE OF MICHIGAN)
)ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 24th day of April, 2025, by **Brian Stubblefield**.

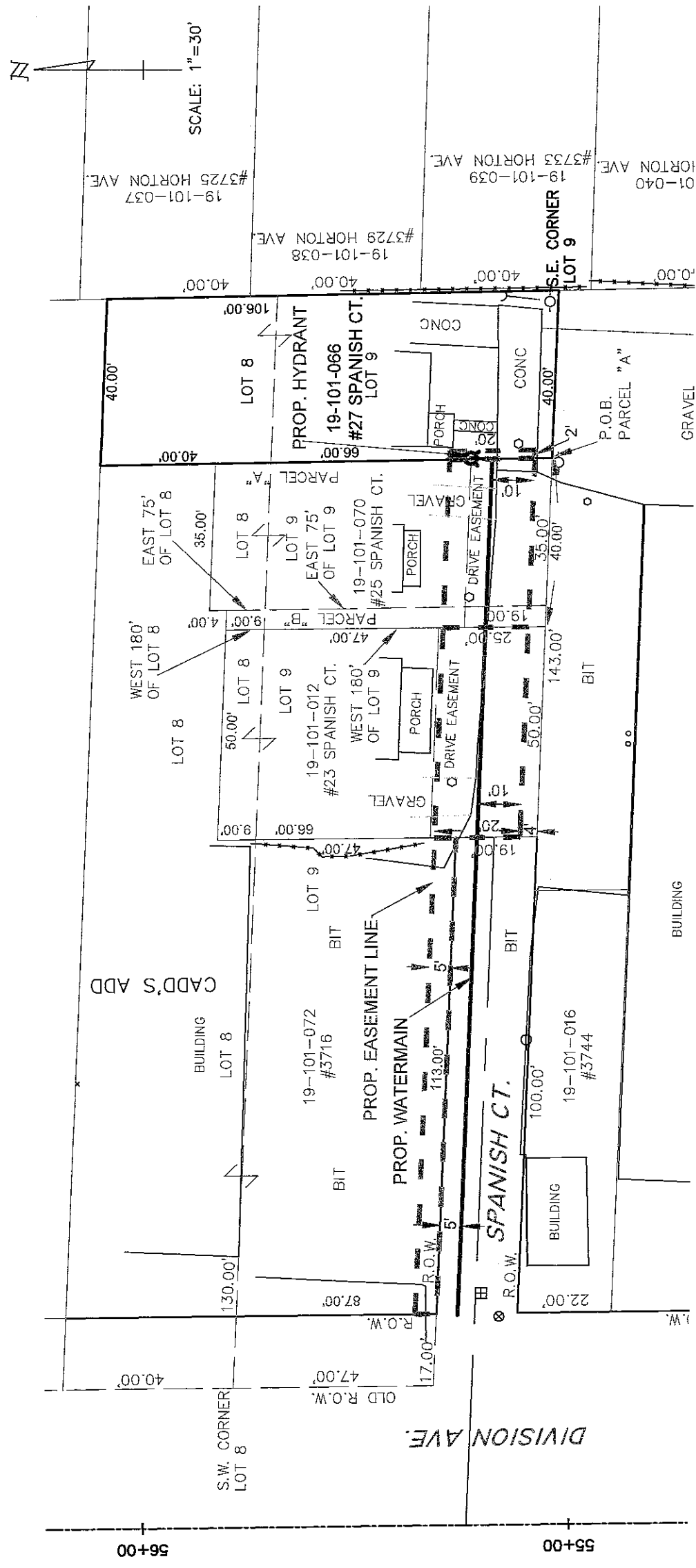
M. Hart

Ben Hart, Notary Public
State of Michigan, County of Kent
My Commission Expires: 01/19/2030
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488 Kinney Avenue, NW
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1750 3 Mile Road, NW
Grand Rapids, MI 49544

EXHIBIT A



LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
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THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: City of Wyoming – Spanish Court Watermain Reconstruction

SITE DATA:

Permanent Parcel No.: 41-18-19-101-066

Parcel: Bill Stubblefield & Brian Stubblefield

Land Use: Residential – Improved Size: 0.094 ac (total)

Address: 27 Spanish Ct., SE, Wyoming

Zoning: 401

ACQUISITION DESCRIPTION:
Square foot values based on Limited Land Value Study prepared by Land Matters, Inc.

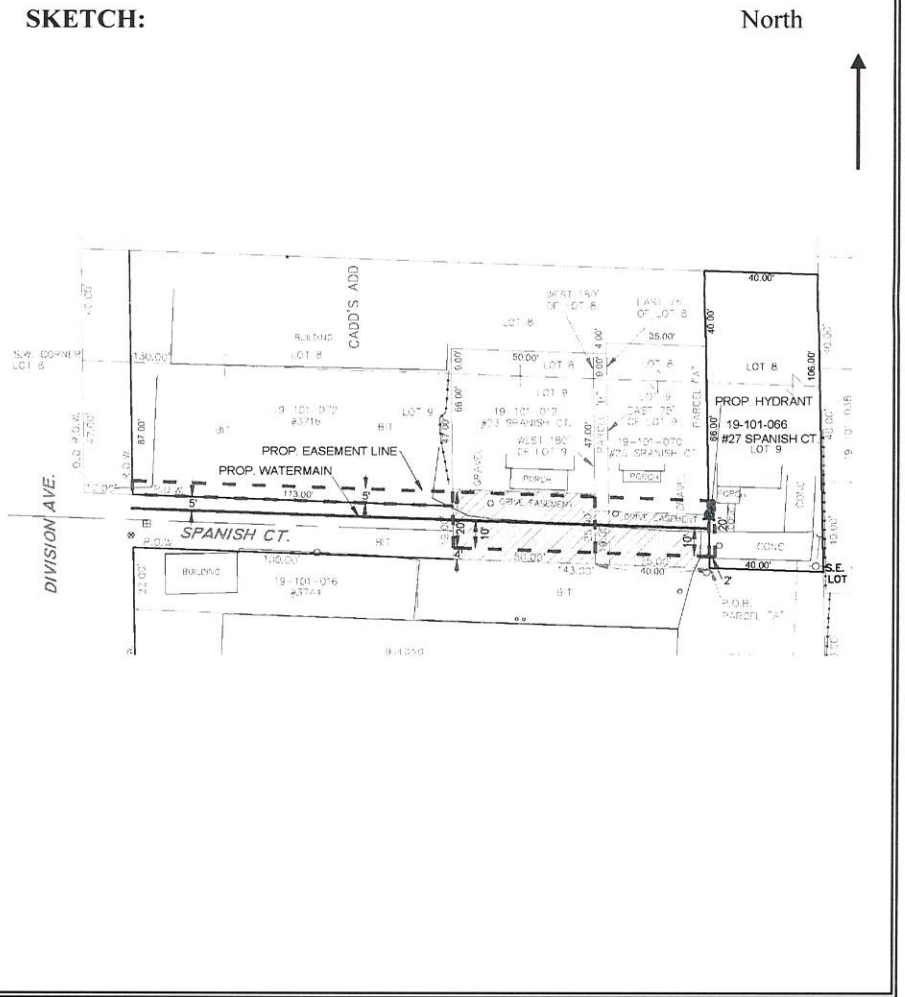
Summary of Costs:

Watermain Easement:

A 20' rectangular piece of property adjacent to the Spanish Ct. ROW, as shown.

Area: 40 sft

SKETCH:



COMPUTATION OF VALUE:

LAND ACQUISITION, WATERMAIN EASEMENT

40 s.f. (Area) X \$ 9.12 / s.f. x 30% = \$ 109.44

\$ 109.44

REMARKS:

\$109.44

Signed:


Land Matters, Inc.
Kelly Jacobsen

For information call 616.791.9805

Agreed to by:


Bill Stubblefield


Brian Stubblefield

RESOLUTION NO. _____

RESOLUTION TO ADOPT FISCAL YEAR 2025-26 WYOMING CITY
BUDGET AND PROPERTY TAX LEVY TO BE KNOWN AS THE
CITY'S 2025-26 GENERAL APPROPRIATIONS ACT

WHEREAS:

1. Section 8.2 of the City Charter of the City of Wyoming (“Charter”) and section 14 of the uniform budgeting and accounting act, 1968 PA 2, MCL 141.421 *et seq.* (the “UBA act”), require the City Manager to prepare and submit to the City Council in April of each year a recommended budget for the next fiscal year and the City Manager presented the proposed budget for the 2025-26 fiscal year in accordance with those requirements.
2. Section 8.3 of the Charter and section 16 of the UBA act require the City Council to hold a public hearing on the proposed budget and Section 16 of the UBA act and 1963 (2nd Ex. Sess.) PA 43 require notice of that budget public hearing to be published in a certain form.
3. City Council held a public hearing on the proposed budget at its May 5, 2025 meeting.
4. Section 8.4 of the Charter requires the City Council to adopt the budget for the next fiscal year by a resolution adopted not later than its second meeting in May of each year, section 16 of the UBA act requires the City Council to pass a general appropriations act, and both the City Charter and the UBA act require appropriations of funds to meet budgeted expenditures using estimated revenues and fund balances and to levy *ad valorem* property taxes for the next fiscal year by establishing the millage rates.
5. As shown in the following table, the City Manager proposed that for fiscal year 2026 ad valorem property taxes be levied at rates that, after adjustment by the “Headlee Amendment” millage reduction fraction of 0.9947 are slightly higher or slightly lower than the rates that would be levied if the separate 0.9648 base tax rate fraction (the oft-called “truth in taxation factor”) was applied:

Authority & Purpose	FY 2025 Levy	BTRF Applied	Tax Rate Differential	Proposed Tax Levy FY 2026
City Charter §9.1				
General Operations	4.6828	4.5180	0.1399	4.6579
Capital Projects	1.4960	1.4433	0.0460	1.4893
Parks & Recreation	1.4326	1.3822	0.0428	1.4250
Public Safety	1.1959	1.1538	0.0357	1.1895
Police Services	1.1937	1.1517	0.0356	1.1873
Fire Services	0.7161	0.6909	0.0214	0.7123
Library Building/Parks Capital	0.3532	0.3408	0.0105	0.3513
Sidewalks	0.1910	0.1843	0.0056	0.1899
Fire, Law Enforcement and First Responders	1.4880	1.4356	0.0445	1.4801
Subtotals	12.7493	12.3006	0.3820	12.6826
1917 PA 298				
Yard Waste	0.4000	0.3859	0.0141	0.4000
TOTALS	13.1493	12.6865	0.3961	13.0826

NOW, THEREFORE, BE IT RESOLVED:

1. As provided in Section 8.4 of the City Charter and in section 16 of the UBA act, the budgets entitled, "Fund Summary", copies of which are attached and incorporated by reference, are adopted to be administered on an activity (department or component unit) level, as the estimated revenues and general appropriations of the City of Wyoming for the fiscal year ending June 30, 2026.
2. The total mills of ad valorem property taxes to be levied and the purposes for which they are levied are as follows:

Authority & Purpose	Final Levy
Charter	
General Operations	4.6579
Capital Projects	1.4893
Parks & Recreation	1.4250
Public Safety	1.1895
Police Services	1.1873
Fire Services	0.7123
Library Building/Parks Capital	0.3513
Sidewalks	0.1899
Fire, Law Enforcement and First Responders	1.4801
Charter millage rate total	12.6826
State Law	
Yard Waste	0.4000
TOTAL MILLAGE	13.0826

3. The City Manager is authorized to transfer necessary amounts within departments or component unit within any fund which do not affect ending fund balance. For this purpose, Police and Fire will be considered a single Public Safety Department.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify this Resolution was adopted by the City Council of the City of Wyoming, Michigan, at a regular meeting held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Fund Summaries

Resolution No. _____



FUND SUMMARIES

Final Budget

Fiscal Year 2026

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Fund Summaries

Fiscal Year 2026

Fund Summary

General Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$26,313,865.29	\$26,313,865.29	\$26,313,865.29	\$22,952,659.00
Revenues				
Taxes	\$16,060,404.00	\$16,060,404.00	\$16,061,325.00	\$16,829,824.00
Other Revenues	\$63,600.00	\$123,600.00	\$113,334.00	\$93,900.00
Licenses and Permits	\$815,000.00	\$815,000.00	\$730,000.00	\$685,000.00
State Grants	\$9,402,752.00	\$9,664,425.00	\$9,567,497.00	\$9,526,819.00
Contributions from Local Units	\$8,338.00	\$8,338.00	\$7,500.00	\$32,570.00
Charges for Service	\$4,428,576.00	\$4,778,182.00	\$4,783,182.00	\$4,430,576.00
Fines and Forfeitures	\$1,200,000.00	\$1,200,000.00	\$1,100,000.00	\$1,100,000.00
Interest and Rentals	\$557,844.00	\$557,844.00	\$677,844.00	\$694,564.00
Other Financing Sources	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total Revenues	\$32,561,514.00	\$33,232,793.00	\$33,065,682.00	\$33,418,253.00
Expenditures				
Personnel Services	\$9,023,462.40	\$9,482,328.40	\$8,832,263.00	\$9,408,594.44
Supplies	\$415,210.00	\$454,470.00	\$371,961.00	\$384,050.00
Other Services and Charges	\$4,404,359.55	\$5,198,345.55	\$4,859,692.00	\$5,363,424.04
Capital Outlay	\$124,535.00	\$124,535.00	\$112,972.00	-
Transfers Out	\$22,200,000.00	\$22,216,549.00	\$22,250,000.00	\$15,950,000.00
Total Expenditures	\$36,167,566.95	\$37,476,227.95	\$36,426,888.00	\$31,106,068.48
Total Revenues Less Expenditures	-\$3,606,052.95	-\$4,243,434.95	-\$3,361,206.00	\$2,312,184.52
Ending Fund Balance	\$22,707,812.34	\$22,070,430.34	\$22,952,659.29	\$25,264,843.52

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
City Council	\$282,437.00	\$604,706.00	\$494,792.00	\$767,251.10
City Manager	\$971,193.45	\$978,411.45	\$942,315.00	\$980,934.54
Finance	\$2,282,303.16	\$2,317,111.16	\$2,157,396.00	\$2,080,549.48
City Clerk	\$1,137,225.95	\$1,197,225.95	\$968,792.00	\$1,003,338.00
Information Technology	\$2,164,315.00	\$2,770,460.00	\$2,471,251.00	\$2,975,067.03
Purchasing	\$936.00	\$936.00	\$936.00	-
Assessor	\$932,913.00	\$932,913.00	\$797,277.00	\$759,869.65

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Facilities	\$422,986.05	\$422,986.05	\$400,539.00	\$461,469.00
Attorney	\$754,613.00	\$754,613.00	\$776,241.00	\$855,024.00
Human Resource/Risk Mgt	\$1,006,468.32	\$1,006,468.32	\$859,609.00	\$1,017,057.42
District Court	\$2,435,796.23	\$2,697,468.23	\$2,650,194.00	\$2,536,674.70
Public Works	\$782,372.15	\$782,372.15	\$967,036.00	\$1,015,065.48
Planning	\$794,007.64	\$794,007.64	\$690,510.00	\$703,768.08
Transfer Out	\$22,200,000.00	\$22,216,549.00	\$22,250,000.00	\$15,950,000.00
Total Expenditures	\$36,167,566.95	\$37,476,227.95	\$36,426,888.00	\$31,106,068.48

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
City Council	\$147,737.00	\$147,737.00	\$121,362.00	\$136,551.10
City Council - Communication	\$134,700.00	\$456,969.00	\$373,430.00	\$270,700.00
City Manager	\$959,468.45	\$966,686.45	\$942,315.00	\$969,209.54
Accounting	\$1,481,437.16	\$1,516,245.16	\$1,452,149.00	\$1,578,805.48
City Clerk	\$791,389.95	\$791,389.95	\$663,151.00	\$696,879.00
Information Technology	\$2,164,315.00	\$2,770,460.00	\$2,471,251.00	\$2,975,067.03
Board of Review	\$4,455.00	\$4,455.00	\$4,455.00	\$4,464.00
Treasurer	\$370,866.00	\$370,866.00	\$345,247.00	\$501,744.00
Assessor	\$928,458.00	\$928,458.00	\$792,822.00	\$755,405.65
City Clerk - Election	\$345,836.00	\$405,836.00	\$305,641.00	\$306,459.00
Facilities Maintenance	\$422,986.05	\$422,986.05	\$400,539.00	\$461,469.00
City Hall	\$936.00	\$936.00	\$936.00	-
Legal Services	\$754,613.00	\$754,613.00	\$776,241.00	\$855,024.00
Human Resources	\$1,006,468.32	\$1,006,468.32	\$859,609.00	\$1,017,057.42
District Court	\$1,906,985.00	\$1,906,985.00	\$1,906,985.00	\$2,010,224.47
Building	\$262,780.23	\$262,780.23	\$233,364.00	\$260,212.00
District Court - Probation	\$266,031.00	\$527,703.00	\$509,845.00	\$266,238.23
Public Works - Administration	\$9,000.00	\$9,000.00	\$55,000.00	\$10,500.00
Kentwood Hwys/Street(Non Act 51)	\$1,112.05	\$1,112.05	-	\$1,282.74
Other Govt/Agencies(Non Act 51)	\$2,224.10	\$2,224.10	-	\$1,282.74
Public Works - Street Lighting	\$770,036.00	\$770,036.00	\$912,036.00	\$1,002,000.00
Planning	\$616,546.00	\$616,546.00	\$594,564.00	\$488,502.61
Zoning Board of Appeals	\$32,950.00	\$32,950.00	\$26,751.00	\$24,565.42
Economic Development	\$144,511.64	\$144,511.64	\$69,195.00	\$190,700.05
Cable TV Commission	\$430,000.00	\$430,000.00	\$360,000.00	\$360,000.00
Wyoming Tree Commission	\$11,725.00	\$11,725.00	-	\$11,725.00
Transfers	\$22,200,000.00	\$22,216,549.00	\$22,250,000.00	\$15,950,000.00
Total Expenditures	\$36,167,566.95	\$37,476,227.95	\$36,426,888.00	\$31,106,068.48

Fund Summary

Capital Projects Revolving Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$4,370,227.24	\$4,370,227.24	\$4,370,227.24	\$4,121,887.00
Revenues				
Taxes	\$1,105.00	\$1,105.00	\$450.00	-
Other Revenues	\$3,975.00	\$3,975.00	\$4,300.00	\$3,800.00
Interest and Rentals	\$80,000.00	\$80,000.00	\$150,000.00	\$140,000.00
Other Financing Sources	\$1,700,000.00	\$1,700,000.00	\$1,700,000.00	\$350,000.00
Total Revenues	\$1,785,080.00	\$1,785,080.00	\$1,854,750.00	\$493,800.00
Expenditures				
Other Services and Charges	\$16,668.00	\$18,090.00	\$18,090.00	\$38,304.00
Capital Outlay	\$1,492,500.00	\$2,272,438.00	\$2,085,000.00	\$491,000.00
Total Expenditures	\$1,509,168.00	\$2,290,528.00	\$2,103,090.00	\$529,304.00
Total Revenues Less Expenditures	\$275,912.00	-\$505,448.00	-\$248,340.00	-\$35,504.00
Ending Fund Balance	\$4,646,139.24	\$3,864,779.24	\$4,121,887.24	\$4,086,383.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
General Government	\$1,509,168.00	\$2,290,528.00	\$2,103,090.00	\$529,304.00
Total Expenditures	\$1,509,168.00	\$2,290,528.00	\$2,103,090.00	\$529,304.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration	\$16,668.00	\$18,090.00	\$18,090.00	\$38,304.00
Capital Outlay	\$1,492,500.00	\$2,272,438.00	\$2,085,000.00	\$491,000.00
Total Expenditures	\$1,509,168.00	\$2,290,528.00	\$2,103,090.00	\$529,304.00

Fund Summary

Public Safety Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$245,747.97	\$245,747.97	\$245,747.97	\$2,139,429.00
Revenues				
Taxes	\$3,641,609.00	\$3,641,609.00	\$3,862,207.00	\$4,059,450.00
Other Revenues	\$12,000.00	\$37,000.00	\$51,202.00	\$17,500.00
Federal Grants	-	\$307,961.00	\$317,706.00	-
State Grants	\$220,770.00	\$441,948.00	\$424,747.00	\$160,811.00
Contributions from Local Units	\$312,092.00	\$312,092.00	\$329,092.00	\$349,704.00
Charges for Service	\$31,000.00	\$31,000.00	\$39,000.00	\$45,000.00
Interest and Rentals	\$45,000.00	\$45,000.00	\$98,000.00	\$88,000.00
Other Financing Sources	\$32,699,824.00	\$32,716,373.00	\$32,699,824.00	\$26,819,727.00
Total Revenues	\$36,962,295.00	\$37,532,983.00	\$37,821,778.00	\$31,540,192.00
Expenditures				
Personnel Services	\$24,142,237.03	\$24,179,069.03	\$23,670,363.00	\$25,245,223.10
Supplies	\$692,235.00	\$989,822.00	\$899,657.00	\$975,308.00
Other Services and Charges	\$9,217,893.38	\$9,542,102.38	\$8,837,191.00	\$6,299,486.73
Capital Outlay	\$1,869,002.00	\$3,058,418.00	\$2,520,886.00	\$1,147,200.00
Total Expenditures	\$35,921,367.41	\$37,769,411.41	\$35,928,097.00	\$33,667,217.83
Total Revenues Less Expenditures	\$1,040,927.59	-\$236,428.41	\$1,893,681.00	-\$2,127,025.83
Ending Fund Balance	\$1,286,675.56	\$9,319.56	\$2,139,428.97	\$12,403.17

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Police	\$22,335,652.38	\$22,861,630.38	\$21,699,627.00	\$23,888,443.90
Fire	\$13,585,715.03	\$14,907,781.03	\$14,228,470.00	\$9,778,773.93
Total Expenditures	\$35,921,367.41	\$37,769,411.41	\$35,928,097.00	\$33,667,217.83

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Building	\$856,996.07	\$851,896.07	\$833,615.00	\$762,177.00
Administration Services	\$2,893,056.39	\$2,986,841.39	\$2,643,633.00	\$3,122,367.11
Records Management	\$574,909.85	\$574,909.85	\$573,238.00	\$604,580.20
Detective Bureau	\$3,630,678.13	\$3,630,678.13	\$3,453,794.00	\$4,074,558.61
Forensic Science Unit	\$921,470.74	\$921,470.74	\$893,807.00	\$864,443.10
Patrol	\$13,121,391.00	\$13,248,981.00	\$12,422,549.00	\$14,138,469.88
OHSP - Strategic Traffic Enf	-	\$241,676.00	\$241,676.00	-
Crossing Guard	\$150,000.00	\$150,000.00	\$155,000.00	\$163,707.00
Training	\$210,300.00	\$264,278.00	\$226,000.00	\$250,300.00
Act 302 Training Funds	-	\$14,049.00	\$32,618.00	-
Communications/Dispatch	\$817,444.00	\$817,444.00	\$817,994.00	\$847,005.00
Buildings	\$1,206,310.47	\$1,225,310.47	\$1,068,924.00	\$894,542.00
Fighting	\$10,904,532.24	\$12,207,598.24	\$11,953,079.00	\$7,285,348.93
Prevention	\$424,392.52	\$424,392.52	\$404,633.00	\$446,069.00
Jail	\$200,050.00	\$200,050.00	\$200,001.00	\$200,050.00
Civil Defense	\$9,836.00	\$9,836.00	\$7,536.00	\$13,600.00
Total Expenditures	\$35,921,367.41	\$37,769,411.41	\$35,928,097.00	\$33,667,217.83

Fund Summary

Fire Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$113,356.87	\$113,356.87	\$113,356.87	\$46,202.00
Revenues				
Taxes	\$2,176,474.00	\$2,176,474.00	\$2,183,054.00	\$2,295,528.00
Interest and Rentals	\$19,200.00	\$19,200.00	\$26,000.00	\$23,400.00
Total Revenues	\$2,195,674.00	\$2,195,674.00	\$2,209,054.00	\$2,318,928.00
Expenditures				
Transfers Out	\$2,276,209.00	\$2,276,209.00	\$2,276,209.00	\$2,359,928.00
Total Expenditures	\$2,276,209.00	\$2,276,209.00	\$2,276,209.00	\$2,359,928.00
Total Revenues Less Expenditures	-\$80,535.00	-\$80,535.00	-\$67,155.00	-\$41,000.00
Ending Fund Balance	\$32,821.87	\$32,821.87	\$46,201.87	\$5,202.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Fire	\$2,276,209.00	\$2,276,209.00	\$2,276,209.00	\$2,359,928.00
Total Expenditures	\$2,276,209.00	\$2,276,209.00	\$2,276,209.00	\$2,359,928.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Transfers	\$2,276,209.00	\$2,276,209.00	\$2,276,209.00	\$2,359,928.00
Total Expenditures	\$2,276,209.00	\$2,276,209.00	\$2,276,209.00	\$2,359,928.00

Fund Summary

Police Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$1,457,982.31	\$1,457,982.31	\$1,457,982.31	\$100,173.00
Revenues				
Taxes	\$3,634,405.00	\$3,634,405.00	\$3,639,680.00	\$3,826,353.00
Interest and Rentals	\$52,000.00	\$52,000.00	\$80,000.00	\$72,000.00
Total Revenues	\$3,686,405.00	\$3,686,405.00	\$3,719,680.00	\$3,898,353.00
Expenditures				
Transfers Out	\$5,077,489.00	\$5,077,489.00	\$5,077,489.00	\$3,992,251.00
Total Expenditures	\$5,077,489.00	\$5,077,489.00	\$5,077,489.00	\$3,992,251.00
Total Revenues Less Expenditures	-\$1,391,084.00	-\$1,391,084.00	-\$1,357,809.00	-\$93,898.00
Ending Fund Balance	\$66,898.31	\$66,898.31	\$100,173.31	\$6,275.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Police	\$5,077,489.00	\$5,077,489.00	\$5,077,489.00	\$3,992,251.00
Total Expenditures	\$5,077,489.00	\$5,077,489.00	\$5,077,489.00	\$3,992,251.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Transfers	\$5,077,489.00	\$5,077,489.00	\$5,077,489.00	\$3,992,251.00
Total Expenditures	\$5,077,489.00	\$5,077,489.00	\$5,077,489.00	\$3,992,251.00

Fund Summary

First Responders Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$340,717.34	\$340,717.34	\$340,717.34	\$70,178.00
Revenues				
Taxes	\$4,530,710.00	\$4,530,710.00	\$4,515,587.00	\$4,749,831.00
Interest and Rentals	\$40,000.00	\$40,000.00	\$60,000.00	\$55,000.00
Total Revenues	\$4,570,710.00	\$4,570,710.00	\$4,575,587.00	\$4,804,831.00
Expenditures				
Transfers Out	\$4,846,126.00	\$4,846,126.00	\$4,846,126.00	\$4,867,548.00
Total Expenditures	\$4,846,126.00	\$4,846,126.00	\$4,846,126.00	\$4,867,548.00
Total Revenues Less Expenditures	-\$275,416.00	-\$275,416.00	-\$270,539.00	-\$62,717.00
Ending Fund Balance	\$65,301.34	\$65,301.34	\$70,178.34	\$7,461.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Safety	\$4,846,126.00	\$4,846,126.00	\$4,846,126.00	\$4,867,548.00
Total Expenditures	\$4,846,126.00	\$4,846,126.00	\$4,846,126.00	\$4,867,548.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Transfers	\$4,846,126.00	\$4,846,126.00	\$4,846,126.00	\$4,867,548.00
Total Expenditures	\$4,846,126.00	\$4,846,126.00	\$4,846,126.00	\$4,867,548.00

Fund Summary

Major Streets Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$8,065,275.15	\$8,065,275.15	\$8,065,275.15	\$6,980,146.00
Revenues				
Other Revenues	\$77,500.00	\$77,500.00	\$35,000.00	\$37,500.00
Licenses and Permits	\$330,000.00	\$330,000.00	\$330,000.00	\$330,000.00
State Grants	\$7,533,000.00	\$7,533,000.00	\$7,500,000.00	\$7,898,000.00
Charges for Service	\$30,000.00	\$30,000.00	\$15,000.00	\$20,000.00
Interest and Rentals	\$139,000.00	\$139,000.00	\$158,500.00	\$149,500.00
Total Revenues	\$8,109,500.00	\$8,109,500.00	\$8,038,500.00	\$8,435,000.00
Expenditures				
Personnel Services	\$1,411,289.27	\$1,411,289.27	\$1,395,938.00	\$1,448,925.00
Supplies	\$537,900.00	\$537,900.00	\$510,602.00	\$630,400.00
Other Services and Charges	\$2,041,396.67	\$2,289,058.67	\$1,979,842.00	\$2,234,218.00
Capital Outlay	\$5,022,575.00	\$4,248,690.00	\$4,237,247.00	\$4,939,500.00
Transfers Out	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00
Total Expenditures	\$10,013,160.94	\$9,486,937.94	\$9,123,629.00	\$9,753,043.00
Total Revenues Less Expenditures	-\$1,903,660.94	-\$1,377,437.94	-\$1,085,129.00	-\$1,318,043.00
Ending Fund Balance	\$6,161,614.21	\$6,687,837.21	\$6,980,146.15	\$5,662,103.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$10,013,160.94	\$9,486,937.94	\$9,123,629.00	\$9,753,043.00
Total Expenditures	\$10,013,160.94	\$9,486,937.94	\$9,123,629.00	\$9,753,043.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Street Maintenance	\$6,673,455.56	\$6,012,380.56	\$5,771,620.00	\$6,808,504.00
Traffic Services	\$1,146,739.00	\$1,249,172.00	\$1,220,319.00	\$1,279,867.00

Major Streets Fund

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Winter Maintenance	\$770,962.38	\$770,962.38	\$694,527.00	\$835,200.00
Street Administration	\$422,004.00	\$454,423.00	\$437,163.00	\$329,472.00
Transfers to Local Streets/CIP	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00
Total Expenditures	\$10,013,160.94	\$9,486,937.94	\$9,123,629.00	\$9,753,043.00

Fund Summary

Local Streets Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$5,795,595.51	\$5,795,595.51	\$5,795,595.51	\$2,649,629.00
Revenues				
Other Revenues	\$10,000.00	\$10,000.00	\$41,860.00	\$27,000.00
Licenses and Permits	\$25,000.00	\$25,000.00	\$20,000.00	\$25,000.00
State Grants	\$2,511,000.00	\$2,511,000.00	\$2,500,000.00	\$2,633,000.00
Charges for Service	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
Interest and Rentals	\$39,000.00	\$39,000.00	\$88,500.00	\$79,500.00
Other Financing Sources	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00
Total Revenues	\$3,610,000.00	\$3,610,000.00	\$3,660,360.00	\$3,274,500.00
Expenditures				
Personnel Services	\$822,331.19	\$822,331.19	\$789,840.00	\$849,627.00
Supplies	\$206,850.00	\$206,850.00	\$164,100.00	\$237,600.00
Other Services and Charges	\$1,273,644.00	\$1,289,514.00	\$1,151,542.00	\$1,658,969.00
Capital Outlay	\$3,340,000.00	\$6,805,845.00	\$4,700,845.00	\$1,503,000.00
Total Expenditures	\$5,642,825.19	\$9,124,540.19	\$6,806,327.00	\$4,249,196.00
Total Revenues Less Expenditures	-\$2,032,825.19	-\$5,514,540.19	-\$3,145,967.00	-\$974,696.00
Ending Fund Balance	\$3,762,770.32	\$281,055.32	\$2,649,628.51	\$1,674,933.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$5,642,825.19	\$9,124,540.19	\$6,806,327.00	\$4,249,196.00
Total Expenditures	\$5,642,825.19	\$9,124,540.19	\$6,806,327.00	\$4,249,196.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Street Maintenance	\$4,494,637.00	\$7,960,482.00	\$5,731,685.00	\$2,985,143.00
Traffic Services	\$314,818.81	\$314,818.81	\$302,843.00	\$343,776.00
Winter Maintenance	\$647,345.38	\$647,345.38	\$577,843.00	\$680,961.00

Local Streets Fund

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Street Administration	\$186,024.00	\$201,894.00	\$193,956.00	\$239,316.00
Total Expenditures	\$5,642,825.19	\$9,124,540.19	\$6,806,327.00	\$4,249,196.00

Fund Summary

Capital Improvement Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$5,277,827.74	\$5,277,827.74	\$5,277,827.74	\$4,174,048.00
Revenues				
Taxes	\$4,735,381.00	\$4,735,381.00	\$4,559,132.00	\$4,792,927.00
Other Revenues	\$600,000.00	\$600,000.00	\$56.00	-
Charges for Service	-	-	\$5,500.00	\$5,000.00
Interest and Rentals	\$128,000.00	\$128,000.00	\$175,000.00	\$165,000.00
Total Revenues	\$5,463,381.00	\$5,463,381.00	\$4,739,688.00	\$4,962,927.00
Expenditures				
Personnel Services	\$937,226.02	\$937,226.02	\$882,707.00	\$972,225.00
Supplies	\$11,300.00	\$11,300.00	\$10,100.00	\$11,400.00
Other Services and Charges	\$387,324.67	\$400,157.67	\$359,507.00	\$641,412.00
Capital Outlay	\$3,955,100.00	\$4,779,154.00	\$4,591,154.00	\$3,205,000.00
Total Expenditures	\$5,290,950.69	\$6,127,837.69	\$5,843,468.00	\$4,830,037.00
Total Revenues Less Expenditures	\$172,430.31	-\$664,456.69	-\$1,103,780.00	\$132,890.00
Ending Fund Balance	\$5,450,258.05	\$4,613,371.05	\$4,174,047.74	\$4,306,938.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$5,290,950.69	\$6,127,837.69	\$5,843,468.00	\$4,830,037.00
Total Expenditures	\$5,290,950.69	\$6,127,837.69	\$5,843,468.00	\$4,830,037.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration	\$1,340,850.69	\$1,353,683.69	\$1,257,314.00	\$1,630,037.00
Storm Sewer Construction	\$700,000.00	\$700,000.00	\$12,000.00	\$100,000.00
Capital Outlay	\$3,250,100.00	\$4,074,154.00	\$4,574,154.00	\$3,100,000.00
Total Expenditures	\$5,290,950.69	\$6,127,837.69	\$5,843,468.00	\$4,830,037.00

Fund Summary

Sidewalk Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$393,834.27	\$393,834.27	\$393,834.27	\$497,263.27
Revenues				
Taxes	\$604,703.00	\$604,703.00	\$581,612.00	\$611,222.00
Interest and Rentals	\$12,000.00	\$12,000.00	\$25,000.00	\$20,000.00
Total Revenues	\$616,703.00	\$616,703.00	\$606,612.00	\$631,222.00
Expenditures				
Other Services and Charges	\$504,928.00	\$507,437.00	\$503,183.00	\$529,892.00
Total Expenditures	\$504,928.00	\$507,437.00	\$503,183.00	\$529,892.00
Total Revenues Less Expenditures	\$111,775.00	\$109,266.00	\$103,429.00	\$101,330.00
Ending Fund Balance	\$505,609.27	\$503,100.27	\$497,263.27	\$598,593.27

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$504,928.00	\$507,437.00	\$503,183.00	\$529,892.00
Total Expenditures	\$504,928.00	\$507,437.00	\$503,183.00	\$529,892.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration	\$44,928.00	\$47,437.00	\$46,183.00	\$44,892.00
Snow Removal	\$460,000.00	\$460,000.00	\$457,000.00	\$485,000.00
Total Expenditures	\$504,928.00	\$507,437.00	\$503,183.00	\$529,892.00

Fund Summary

Solid Waste Disposal Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$1,415,462.91	\$1,415,462.91	\$1,415,462.91	\$1,541,792.00
Revenues				
Taxes	\$1,265,779.00	\$1,265,779.00	\$1,214,930.00	\$1,284,580.00
Interest and Rentals	\$37,000.00	\$37,000.00	\$57,000.00	\$53,000.00
Total Revenues	\$1,302,779.00	\$1,302,779.00	\$1,271,930.00	\$1,337,580.00
Expenditures				
Personnel Services	\$275,632.70	\$275,632.70	\$287,953.00	\$303,970.00
Supplies	\$6,000.00	\$6,000.00	\$2,600.00	\$5,400.00
Other Services and Charges	\$788,926.59	\$794,044.59	\$760,048.00	\$828,324.00
Capital Outlay	\$100,000.00	\$100,000.00	\$95,000.00	-
Total Expenditures	\$1,170,559.29	\$1,175,677.29	\$1,145,601.00	\$1,137,694.00
Total Revenues Less Expenditures	\$132,219.71	\$127,101.71	\$126,329.00	\$199,886.00
Ending Fund Balance	\$1,547,682.62	\$1,542,564.62	\$1,541,791.91	\$1,741,678.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$1,170,559.29	\$1,175,677.29	\$1,145,601.00	\$1,137,694.00
Total Expenditures	\$1,170,559.29	\$1,175,677.29	\$1,145,601.00	\$1,137,694.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration	\$91,620.00	\$96,738.00	\$94,176.00	\$85,596.00
Yard Waste Disposal	\$1,078,939.29	\$1,078,939.29	\$1,051,425.00	\$1,052,098.00
Total Expenditures	\$1,170,559.29	\$1,175,677.29	\$1,145,601.00	\$1,137,694.00

Fund Summary

Parks and Recreation Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$3,015,123.31	\$3,015,123.31	\$3,015,123.31	\$2,693,922.00
Revenues				
Taxes	\$4,540,136.00	\$4,540,136.00	\$4,366,274.00	\$4,591,243.00
Other Revenues	\$80,868.00	\$80,868.00	\$50,908.00	\$69,801.00
Federal Grants	-	\$14,000.00	-	-
Charges for Service	\$333,773.00	\$333,773.00	\$302,292.00	\$370,160.00
Interest and Rentals	\$81,500.00	\$81,500.00	\$141,500.00	\$126,500.00
Total Revenues	\$5,036,277.00	\$5,050,277.00	\$4,860,974.00	\$5,157,704.00
Expenditures				
Personnel Services	\$2,512,330.60	\$2,512,330.60	\$2,434,124.00	\$2,731,974.06
Supplies	\$173,165.00	\$179,665.00	\$162,463.00	\$247,546.00
Other Services and Charges	\$1,825,196.00	\$1,897,916.00	\$1,859,441.00	\$1,580,575.80
Capital Outlay	\$244,475.00	\$730,284.00	\$726,147.00	\$1,515,000.00
Total Expenditures	\$4,755,166.60	\$5,320,195.60	\$5,182,175.00	\$6,075,095.86
Total Revenues Less Expenditures	\$281,110.40	-\$269,918.60	-\$321,201.00	-\$917,391.86
Ending Fund Balance	\$3,296,233.71	\$2,745,204.71	\$2,693,922.31	\$1,776,530.14

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Parks and Recreation	\$4,755,166.60	\$5,320,195.60	\$5,182,175.00	\$6,075,095.86
Total Expenditures	\$4,755,166.60	\$5,320,195.60	\$5,182,175.00	\$6,075,095.86

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Market	\$172,732.00	\$166,032.00	\$90,925.00	\$254,865.86
Parks and Rec Administration	\$1,065,218.00	\$1,091,486.00	\$1,087,629.00	\$1,063,303.00

Parks and Recreation Fund

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Parks and Rec Facility	\$2,647,743.00	\$3,179,204.00	\$3,173,567.00	\$3,692,307.00
Parks and Rec - Senior Center	\$475,038.00	\$489,038.00	\$476,341.00	\$644,333.00
Recreation	\$394,435.60	\$394,435.60	\$353,713.00	\$420,287.00
Total Expenditures	\$4,755,166.60	\$5,320,195.60	\$5,182,175.00	\$6,075,095.86

Fund Summary

Library Building Maintenance & Parks Capital Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$1,144,191.14	\$1,144,191.14	\$1,144,191.14	\$949,257.00
Revenues				
Taxes	\$1,119,284.00	\$1,119,284.00	\$1,076,318.00	\$1,131,394.00
Other Revenues	-	\$94,235.09	\$94,236.00	-
Contributions from Local Units	\$82,054.00	\$82,054.00	\$82,054.00	\$82,054.00
Interest and Rentals	\$33,000.00	\$33,000.00	\$51,633.00	\$48,200.00
Total Revenues	\$1,234,338.00	\$1,328,573.09	\$1,304,241.00	\$1,261,648.00
Expenditures				
Personnel Services	\$114,749.58	\$114,749.58	\$116,472.00	\$138,935.00
Supplies	\$39,300.00	\$39,300.00	\$39,848.00	\$62,595.00
Other Services and Charges	\$420,142.94	\$427,271.94	\$427,271.00	\$429,776.00
Capital Outlay	\$821,349.00	\$915,584.09	\$915,584.00	\$1,000,000.00
Total Expenditures	\$1,395,541.52	\$1,496,905.61	\$1,499,175.00	\$1,631,306.00
Total Revenues Less Expenditures	-\$161,203.52	-\$168,332.52	-\$194,934.00	-\$369,658.00
Ending Fund Balance	\$982,987.62	\$975,858.62	\$949,257.14	\$579,599.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Facilities	\$1,395,541.52	\$1,496,905.61	\$1,499,175.00	\$1,631,306.00
Total Expenditures	\$1,395,541.52	\$1,496,905.61	\$1,499,175.00	\$1,631,306.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration	\$127,644.00	\$134,773.00	\$134,773.00	\$104,496.00
Facilities Maintenance	\$667,897.52	\$667,897.52	\$670,167.00	\$526,810.00

Library Building and Parks Capital Fund

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Parks and Rec Facility	\$600,000.00	\$694,235.09	\$694,235.00	\$1,000,000.00
Total Expenditures	\$1,395,541.52	\$1,496,905.61	\$1,499,175.00	\$1,631,306.00

Fund Summary

Building Inspections Fund

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$3,162,901.55	\$3,162,901.55	\$3,162,901.55	\$3,705,939.00
Revenues				
Other Revenues	\$8,000.00	\$8,000.00	\$13,000.00	\$8,000.00
Licenses and Permits	\$2,841,604.00	\$2,841,604.00	\$2,852,049.00	\$2,520,166.00
Charges for Service	\$50,100.00	\$50,100.00	\$66,625.00	\$80,500.00
Fines and Forfeitures	\$14,000.00	\$14,000.00	\$18,000.00	\$14,000.00
Interest and Rentals	\$56,000.00	\$56,000.00	\$80,000.00	\$70,000.00
Other Financing Sources	\$64,000.00	\$64,000.00	\$64,000.00	-
Total Revenues	\$3,033,704.00	\$3,033,704.00	\$3,093,674.00	\$2,692,666.00
Expenditures				
Personnel Services	\$1,850,691.59	\$1,850,691.59	\$1,812,024.00	\$1,713,446.53
Supplies	\$32,502.00	\$32,502.00	\$32,502.00	\$30,684.00
Other Services and Charges	\$545,639.41	\$554,516.41	\$538,148.00	\$509,270.52
Capital Outlay	\$235,202.00	\$235,202.00	\$167,963.00	-
Total Expenditures	\$2,664,035.00	\$2,672,912.00	\$2,550,637.00	\$2,253,401.05
Total Revenues Less Expenditures	\$369,669.00	\$360,792.00	\$543,037.00	\$439,264.95
Ending Fund Balance	\$3,532,570.55	\$3,523,693.55	\$3,705,938.55	\$4,145,203.95

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Permits	\$2,664,035.00	\$2,672,912.00	\$2,550,637.00	\$2,253,401.05
Total Expenditures	\$2,664,035.00	\$2,672,912.00	\$2,550,637.00	\$2,253,401.05

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Permits	\$1,594,429.00	\$1,597,388.00	\$1,517,540.00	\$1,310,583.44
Code Enforcement - Other	\$490,030.07	\$492,989.07	\$460,411.00	\$523,849.99

Building Inspections Fund

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Code Enforcement - CDBG Eligible	\$288,891.00	\$288,891.00	\$291,616.00	\$120,862.35
Rental Program	\$290,684.93	\$293,643.93	\$281,070.00	\$298,105.27
Total Expenditures	\$2,664,035.00	\$2,672,912.00	\$2,550,637.00	\$2,253,401.05

Fund Summary

Community Development Fund

Community Development Block Grant (CDBG)

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	-	-	-	-
Revenues				
Other Revenues	\$108,000.00	\$108,000.00	\$100,001.00	\$100,000.00
Federal Grants	\$511,875.00	\$1,170,392.00	\$1,156,236.00	\$490,000.00
Interest and Rentals	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Total Revenues	\$625,875.00	\$1,284,392.00	\$1,262,237.00	\$596,000.00
Expenditures				
Personnel Services	\$110,792.07	\$110,791.84	\$110,782.00	\$113,089.00
Other Services and Charges	\$387,359.16	\$677,014.16	\$676,513.00	\$432,911.00
Capital Outlay	\$127,724.00	\$474,942.00	\$474,942.00	\$50,000.00
Total Expenditures	\$625,875.23	\$1,262,748.00	\$1,262,237.00	\$596,000.00
Total Revenues Less Expenditures	-\$0.23	\$21,644.00	-	-
Ending Fund Balance	-	-	-	-

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Planning	\$625,875.23	\$1,262,748.00	\$1,262,237.00	\$596,000.00
Total Expenditures	\$625,875.23	\$1,262,748.00	\$1,262,237.00	\$596,000.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration 2025	\$89,794.24	\$89,794.24	\$89,788.00	-
Rehabilitation 2024	-	\$11,428.00	\$11,428.00	-
Rehabilitation 2025	\$44,656.99	\$44,656.76	\$44,152.00	-
CDBG Activities 2020	-	\$39,735.00	\$39,735.00	-
CDBG Activities 2022	-	\$222,972.00	\$222,972.00	-

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
CDBG Activities 2023	-	\$223,779.00	\$223,779.00	-
CDBG Activities 2024	-	\$138,959.00	\$138,959.00	-
CDBG Activities 2025	\$491,424.00	\$491,424.00	\$491,424.00	-
Administration 2026	-	-	-	\$49,775.00
Rehabilitation 2026	-	-	-	\$76,345.00
CDBG Activities 2026	-	-	-	\$469,880.00
Total Expenditures	\$625,875.23	\$1,262,748.00	\$1,262,237.00	\$596,000.00

Fund Summary

City Center Project

Fund Summary by Revenue Source and Expenditure Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$5,385,613.30	\$5,385,613.30	\$5,385,613.30	\$5,493,174.00
Revenues				
Federal Grants	-	\$4,500,000.00	\$4,500,000.00	-
State Grants	-	\$20,000,000.00	\$10,000,000.00	-
Interest and Rentals	\$112,000.00	\$112,000.00	\$305,000.00	\$125,000.00
Total Revenues	\$112,000.00	\$24,612,000.00	\$14,805,000.00	\$125,000.00
Expenditures				
Capital Outlay	\$6,694,634.00	\$26,995,086.00	\$14,697,439.00	\$4,000,000.00
Total Expenditures	\$6,694,634.00	\$26,995,086.00	\$14,697,439.00	\$4,000,000.00
Total Revenues Less Expenditures	-\$6,582,634.00	-\$2,383,086.00	\$107,561.00	-\$3,875,000.00
Ending Fund Balance	-\$1,197,020.70	\$3,002,527.30	\$5,493,174.30	\$1,618,174.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Fixed Assets, Princ Pay & Other	\$6,694,634.00	\$26,995,086.00	\$14,697,439.00	\$4,000,000.00
Total Expenditures	\$6,694,634.00	\$26,995,086.00	\$14,697,439.00	\$4,000,000.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Planning	-	\$1,207,537.00	\$1,207,537.00	-
Bridges-Ph1	\$800,000.00	\$6,529,000.00	\$7,475,542.00	-
Property Ph 1	-	\$159,136.00	-	-
Trails-Ph1	-	\$5,209,231.00	\$6,014,360.00	\$4,000,000.00
Trails-Ph2	-	\$3,756,500.00	-	-
Utilities - Ph1	\$5,894,634.00	\$7,773,682.00	-	-
Streetscaping	-	\$2,360,000.00	-	-

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Total Expenditures	\$6,694,634.00	\$26,995,086.00	\$14,697,439.00	\$4,000,000.00

Fund Summary

Sewer Fund

Fund Summary by Revenue Source and Expense Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$80,986,192.77	\$80,986,192.77	\$80,986,192.77	\$80,435,667.00
Revenues				
Taxes	\$1,325.00	\$1,325.00	\$500.00	\$1,000.00
Other Revenues	\$8,696.00	\$8,696.00	\$50,965.00	\$39,100.00
Contributions from Local Units	\$409,760.00	\$409,760.00	\$409,760.00	\$409,760.00
Charges for Service	\$27,277,243.00	\$27,277,243.00	\$28,358,971.00	\$29,720,834.00
Fines and Forfeitures	\$40,000.00	\$40,000.00	\$192,500.00	\$145,000.00
Interest and Rentals	\$374,000.00	\$374,000.00	\$546,893.00	\$510,000.00
Total Revenues	\$28,111,024.00	\$28,111,024.00	\$29,559,589.00	\$30,825,694.00
Expenditures				
Personnel Services	\$4,545,703.03	\$4,545,703.03	\$4,484,361.00	\$4,999,286.58
Supplies	\$1,330,722.00	\$1,356,107.00	\$1,258,511.00	\$1,759,231.00
Other Services and Charges	\$14,339,774.45	\$14,485,313.45	\$13,534,537.00	\$13,143,586.39
Capital Outlay	\$3,166,000.00	\$7,146,339.00	\$7,000,708.00	\$16,236,500.00
Transfers Out	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00
Total Expenditures	\$27,214,197.48	\$31,365,460.48	\$30,110,115.00	\$39,950,636.97
Total Revenues Less Expenditures	\$896,826.52	-\$3,254,436.48	-\$550,526.00	-\$9,124,942.97
Ending Fund Balance	\$81,883,019.29	\$77,731,756.29	\$80,435,666.77	\$71,310,724.03

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$3,314,860.79	\$3,724,160.79	\$3,416,156.00	\$3,850,384.00
Wastewater Utility	\$23,899,336.69	\$27,641,299.69	\$26,693,959.00	\$36,100,252.97
Total Expenditures	\$27,214,197.48	\$31,365,460.48	\$30,110,115.00	\$39,950,636.97

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration Services	\$2,077,224.00	\$2,179,174.00	\$2,179,577.00	\$1,657,209.00
Transmission	\$1,904,860.79	\$1,904,860.79	\$1,761,156.00	\$1,719,884.00
Treatment	\$11,692,874.69	\$11,636,848.69	\$11,237,246.00	\$11,264,231.07
Treatment - Lab Services	\$815,502.00	\$815,502.00	\$726,995.00	\$812,706.00
Industrial Pretreatment	\$471,146.00	\$471,146.00	\$453,815.00	\$474,081.04
GVRBA Operations-Land Appl	\$3,313,995.00	\$3,393,326.00	\$2,963,413.00	\$3,111,768.00
GVRBA Operations-Pump House	\$71,597.00	\$71,597.00	\$59,207.00	\$93,297.93
Customer Accounting	-	-	-	\$363,170.93
T and D - Meters	-	-	-	\$425,756.00
Capital Outlay	\$3,035,000.00	\$7,061,008.00	\$6,896,708.00	\$16,216,500.00
Transfers	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00
Total Expenditures	\$27,214,197.48	\$31,365,460.48	\$30,110,115.00	\$39,950,636.97

Fund Summary

Sewer-Bonds and Interest Fund

Fund Summary by Revenue Source and Expense Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	-	-	-	\$12,000.00
Revenues				
Interest and Rentals	-	-	\$12,000.00	\$10,000.00
Other Financing Sources	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00
Total Revenues	\$3,831,998.00	\$3,831,998.00	\$3,843,998.00	\$3,822,033.00
Expenditures				
Debt Service	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00
Total Expenditures	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00
Total Revenues Less Expenditures	-	-	\$12,000.00	\$10,000.00
Ending Fund Balance	-	-	-	\$22,000.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Wastewater Utility	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00
Total Expenditures	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Revenue Bonds	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00
Total Expenditures	\$3,831,998.00	\$3,831,998.00	\$3,831,998.00	\$3,812,033.00

Fund Summary

Water Fund

Fund Summary by Revenue Source and Expense Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$136,629,068.95	\$136,629,068.95	\$136,629,068.95	\$128,350,225.00
Revenues				
Taxes	\$102.00	\$102.00	-	-
Other Revenues	\$2,524,282.00	\$2,554,872.00	\$1,169,600.00	\$176,101.00
Charges for Service	\$27,465,500.00	\$27,465,500.00	\$28,737,825.00	\$26,803,500.00
Fines and Forfeitures	\$140,000.00	\$140,000.00	\$187,000.00	\$142,000.00
Interest and Rentals	\$486,000.00	\$486,000.00	\$662,000.00	\$560,000.00
Total Revenues	\$30,615,884.00	\$30,646,474.00	\$30,756,425.00	\$27,681,601.00
Expenditures				
Personnel Services	\$6,105,106.23	\$6,105,106.23	\$5,921,992.00	\$5,851,373.00
Supplies	\$2,514,640.00	\$2,475,471.00	\$2,207,312.00	\$2,406,957.00
Other Services and Charges	\$7,737,527.58	\$8,232,067.58	\$7,426,755.00	\$7,679,761.00
Capital Outlay	\$11,602,000.00	\$17,766,215.00	\$13,429,324.00	\$27,636,000.00
Debt Service	\$3,640,154.00	\$3,640,154.00	\$3,640,154.00	\$3,636,000.00
Transfers Out	\$8,516,347.00	\$8,516,347.00	\$6,409,732.00	\$4,768,095.00
Total Expenditures	\$40,115,774.81	\$46,735,360.81	\$39,035,269.00	\$51,978,186.00
Total Revenues Less Expenditures	-\$9,499,890.81	-\$16,088,886.81	-\$8,278,844.00	-\$24,296,585.00
Ending Fund Balance	\$127,129,178.14	\$120,540,182.14	\$128,350,224.95	\$104,053,640.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$5,971,747.16	\$6,819,072.16	\$6,572,636.00	\$7,356,056.00
Water Utility	\$34,144,027.65	\$39,916,288.65	\$32,462,633.00	\$44,622,130.00
Total Expenditures	\$40,115,774.81	\$46,735,360.81	\$39,035,269.00	\$51,978,186.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Administration	\$1,203,278.00	\$1,299,692.00	\$1,299,994.00	\$1,367,217.00
Ottawa County	\$3,640,154.00	\$3,640,154.00	\$3,640,154.00	\$3,636,000.00
Pumping and Treatment	\$8,660,130.65	\$8,719,580.65	\$8,132,905.00	\$8,414,656.00
Pumping&Treatment - Lab Services	\$623,829.00	\$625,385.00	\$583,493.00	\$639,683.00
Installation of Service	\$41,063.00	\$41,063.00	\$29,663.00	\$37,913.00
Customer Accounting	\$674,038.00	\$674,038.00	\$583,064.00	\$364,433.00
T and D - Services	\$1,530,311.00	\$1,530,311.00	\$1,490,045.00	\$1,706,054.00
T and D - Storage Tanks	\$110,690.00	\$110,690.00	\$119,174.00	\$122,708.00
T and D - Gezon Station	\$772,298.00	\$772,298.00	\$627,028.00	\$796,327.00
T and D - Mains	\$1,526,023.16	\$1,749,614.16	\$1,551,486.00	\$1,592,791.00
T and D - Pipeline to Gezon	\$183,060.00	\$230,060.00	\$225,104.00	\$244,604.00
T and D - Pipeline Meters	\$79,432.00	\$79,432.00	\$75,004.00	\$92,648.00
T and D - Meters	\$908,771.00	\$936,131.00	\$786,391.00	\$425,759.00
T and D - Hydrants	\$129,350.00	\$129,350.00	\$137,708.00	\$133,298.00
Capital Outlay	\$11,517,000.00	\$17,681,215.00	\$13,344,324.00	\$27,636,000.00
Transfers	\$8,516,347.00	\$8,516,347.00	\$6,409,732.00	\$4,768,095.00
Total Expenditures	\$40,115,774.81	\$46,735,360.81	\$39,035,269.00	\$51,978,186.00

Fund Summary

Water-Bonds and Interest Fund

Fund Summary by Revenue Source and Expense Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	-\$162,935.09	-\$162,935.09	-\$162,935.09	-\$132,935.00
Revenues				
Interest and Rentals	-	-	\$30,000.00	\$25,000.00
Other Financing Sources	\$5,771,988.00	\$5,771,988.00	\$3,991,300.00	\$4,768,095.00
Total Revenues	\$5,771,988.00	\$5,771,988.00	\$4,021,300.00	\$4,793,095.00
Expenditures				
Debt Service	\$5,771,988.00	\$5,771,988.00	\$3,991,300.00	\$4,768,095.00
Total Expenditures	\$5,771,988.00	\$5,771,988.00	\$3,991,300.00	\$4,768,095.00
Total Revenues Less Expenditures	-	-	\$30,000.00	\$25,000.00
Ending Fund Balance	-\$162,935.09	-\$162,935.09	-\$132,935.09	-\$107,935.00

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Water Utility	\$5,771,988.00	\$5,771,988.00	\$3,991,300.00	\$4,768,095.00
Total Expenditures	\$5,771,988.00	\$5,771,988.00	\$3,991,300.00	\$4,768,095.00

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Revenue Bonds	\$5,771,988.00	\$5,771,988.00	\$3,991,300.00	\$4,768,095.00
Total Expenditures	\$5,771,988.00	\$5,771,988.00	\$3,991,300.00	\$4,768,095.00

Fund Summary

Motor Pool Fund

Fund Summary by Revenue Source and Expense Type

Comprehensive Fund Summary

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Beginning Fund Balance	\$11,174,166.21	\$11,174,166.21	\$11,174,166.21	\$20,797,108.00
Revenues				
Other Revenues	\$2,500.00	\$2,500.00	\$5,620,387.04	\$154,000.00
Charges for Service	\$30,000.00	\$30,000.00	\$27,000.00	\$185,000.00
Interest and Rentals	\$9,364,893.00	\$9,364,893.00	\$9,089,692.00	\$4,780,332.00
Total Revenues	\$9,397,393.00	\$9,397,393.00	\$14,737,079.04	\$5,119,332.00
Expenditures				
Personnel Services	\$739,509.45	\$739,509.45	\$713,230.00	\$900,108.11
Supplies	\$767,700.00	\$767,700.00	\$748,500.00	\$789,340.00
Other Services and Charges	\$1,038,029.27	\$1,057,394.27	\$1,087,592.00	\$1,030,689.00
Capital Outlay	-	-	\$2,651,000.00	\$2,394,000.01
Transfers Out	\$6,574,013.00	-	-	-
Total Expenditures	\$9,119,251.72	\$2,564,603.72	\$5,200,322.00	\$5,114,137.12
Total Revenues Less Expenditures	\$278,141.28	\$6,832,789.28	\$9,536,757.04	\$5,194.88
Ending Fund Balance	\$11,452,307.49	\$18,006,955.49	\$20,710,923.25	\$20,802,302.88

Expenditures by Department

Expenditures by Department

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Public Works	\$9,119,251.72	\$2,564,603.72	\$5,200,322.00	\$5,114,137.12
Total Expenditures	\$9,119,251.72	\$2,564,603.72	\$5,200,322.00	\$5,114,137.12

Expenditures by Activity

Expenditures by Activity

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Building	\$417,905.98	\$417,905.98	\$391,815.00	\$450,475.00
Administration Fee	\$226,992.00	\$246,357.00	\$246,357.00	\$287,268.00
Equipment Operations	\$1,900,340.74	\$1,900,340.74	\$1,911,150.00	\$1,982,394.11
Capital Outlay - Depr and Resrve	-	-	\$2,651,000.00	\$2,394,000.01

Motor Pool Fund

Category	FY 2025 Adopted Budget	FY 2025 Amended Budget	FY 2025 Estimated Budget	FY 2026 Budgeted
Transfers	\$6,574,013.00	-	-	-
Total Expenditures	\$9,119,251.72	\$2,564,603.72	\$5,200,322.00	\$5,114,137.12

RESOLUTION NO. _____

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

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to the following sections:

Section IX – Treasurer effective July 1, 2025

Section X – Utilities effective July 1, 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 May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

Resolution No. _____

FEE SCHEDULE UPDATES

Proposed for Fiscal Year 2026 – Effective July 1, 2025

Presented at City Council Work Session on March 10, 2025

IX - TREASURER

	<u>Current Rate</u>	<u>Proposed Rate</u>
Duplicate Bill or Statement, per copy	2.00	-0- (eliminate fee)

X - UTILITIES

WASTEWATER PENALTIES

Primary, Secondary and Tertiary Pollutants Average Quarterly Flow, gpd

Concentration Level	0-10,000		10,000-50,000		50,000-100,000		100,000+	
	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
0-Limit(x)	No Penalty	No change	No Penalty	No change	No Penalty	No change	No Penalty	No change
>1(x)-2(x)	56.87	250.00	113.74	500.00	170.64	750.00	227.51	1,000.00
>2(x)-3(x)	113.74	500.00	227.51	1,000.00	341.26	1,500.00	455.02	2,000.00
>3(x)-4(x)	170.64	1,000.00	341.26	2,000.00	511.90	3,000.00	682.53	4,000.00
>4(x)	284.38	2,500.00	568.70	5,000.00	853.16	7,500.00	1,000.00	10,000.00

Average Quarterly Flow	0-10,000		10,000-50,000		50,000-100,000		100,000+	
	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>	<u>Gals/Day</u>
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
5.0 – 10.5	No Penalty	No change	No Penalty	No change	No Penalty	No change	No Penalty	No change
4.0 – 4.9	17.08	50.00	34.14	100.00	51.20	150.00	68.27	200.00
3.0 – 3.9	45.50	100.00	91.00	200.00	136.51	300.00	182.01	400.00
0 – 2.9	85.32	250.00	170.64	500.00	341.26	750.00	853.16	1,000.00
10.6 – 10.9	17.08	50.00	34.14	100.00	51.20	150.00	68.27	200.00
11.0 – 11.9	45.50	100.00	91.00	200.00	136.51	300.00	182.01	400.00
≥12.0	85.32	250.00	170.64	500.00	341.26	750.00	853.16	1,000.00

WATER SERVICE INSTALLATIONS

For water service installation work only, the following fees apply:

<u>Water Tap Size</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
1"	900.00	1,100.00
1.5"	1,400.00	1,500.00
2"	1,750.00	1,900.00
>2"	no change	

For water service installation work only requiring excavation, installation, and restoration, the following fees apply:

<u>Water Tap Size</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
1"	4,000.00	4,400.00
1.5"	4,250.00	4,800.00
2"	5,000.00	5,500.00
>2"	no change	

WATER SERVICE

Quarterly Ready-to-Serve Charge:

<u>Water Meter Size</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
5/8 inch	29.11	31.73
1 inch	59.70	65.07
1 ½ inch	128.13	139.66
2 inch	198.06	215.89
3 inch	343.69	374.62
4 inch	642.25	700.05
6 inch	1,322.92	1,441.98
8 inch	2,226.76	2,427.17

Water commodity rate (in addition to Readiness to Serve Charge):

Quantity steps applicable rate, per 100 cubic feet:

<u>Current Rate</u>	<u>Proposed Rate</u>
2.02	2.20

SEWER SERVICE

Quarterly Ready-to-Serve Charge:

<u>Water Meter Size</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
5/8 inch or no meter	22.98	25.28
1 inch	40.10	44.11
1 ½ inch	74.44	81.88
2 inch	108.70	119.57
3 inch	263.06	289.37
4 inch	434.60	478.06
6 inch	863.29	949.62
8 inch	1,292.04	1,421.24
12 inch	1,984.96	2,183.46

Sanitary Sewer commodity rate (in addition to Readiness to Serve Charge):

Per 100 cubic feet (hereinafter referred to as billing unit) of water use per quarter:

<u>Current Rate</u>	<u>Proposed Rate</u>
4.17	4.59

RESOLUTION NO. _____

RESOLUTION TO APPROVE
GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY
FY2026 BUDGET

WHEREAS:

1. The Grand Valley Regional Biosolids Authority (“GVRBA”) is an authority jointly formed by the City of Wyoming and the City of Grand Rapids pursuant to Act 233 of the Public Acts of Michigan of 1955, as amended.
2. The Articles of Incorporation of GVRBA require that its annual budgets and amendments thereto be approved by Wyoming and Grand Rapids.
3. The City’s required contribution to the GVRBA 2026 fiscal year budget is \$5,152,013.
4. Wyoming desires to approve GVRBA’s 2026 fiscal year budget which has been approved and recommended by the Board of Directors of GVRBA.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby approve the Grand Valley Regional Biosolids Authority budget for fiscal year 2026 in the total amount of \$12,018,675.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: May 12, 2025

Subject: Grand Valley Regional Biosolids Authority FY26 Budget Approval

From: Jon Burke, WWTP Superintendent

Date of Meeting: May 19, 2025

RECOMMENDATION:

It is recommended that the City Council approve the FY26 budget for the Grand Valley Regional Biosolids Authority (GVRBA), as required by Section 11 of the Joint Biosolids Management Project Agreement between the communities of Wyoming and Grand Rapids. The total GVRBA proposed budget is \$12,018,675 with the Wyoming share being \$5,152,013.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability

DISCUSSION:

The Operations Team of the GVRBA is required to develop an annual budget that must be approved by the GVRBA Board of Directors, the Wyoming City Council, and the Grand Rapids City Commission. Budget development occurred earlier this year by the staff at both facilities including the designated project manager. On February 20th, the GVRBA Board of Directors approved the FY26 budget and recommended subsequent approval by both communities.

The FY26 GVRBA budget includes an approximate 5% increase in chemical costs but no increase in land application costs. The overall amount of biosolids processed is lower due to the digester that Grand Rapids has for processing their solids.

Per the Joint Biosolids Management Project Agreement, Wyoming's share of the FY26 GVRBA O&M budget is based on the final processed amount from the previous biosolids reporting year, which ended September 30, 2024. Also, per standard practice, Wyoming's share of the debt service budget is based on raw solids contributed. This means that the Wyoming share of the FY26 budget will be 51.4% of the total O&M budget and 32.2% of the debt service budget, for a total of \$5,152,013. This is a decrease of \$360,820 from Wyoming's partner share of the GVRBA FY25 adopted budget.

In addition to the true-up at the end of FY25, the proposed FY26 includes a reduction in the GVRBA fund balance which was credited to both partners based on the raw solids percentages.

This calculation will be used in the future to maintain the required fund balance per the GVRBA Joint Operating Agreement, as well as the required debt service coverage ratio.

BUDGET IMPACT:

Wyoming's share of the FY25 GVRBA budget is \$5,152,013. The proposed 2026 Sewer Fund budget includes this amount (account 590-536-54300-921.000).

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2026-2031 CAPITAL IMPROVEMENT PLAN

WHEREAS:

1. Pursuant to section 65 of the Michigan planning enabling act, 2008 PA 33, MCL 125.3865, and section 2-203 of the Code of Ordinances, City of Wyoming Michigan ("City Code") requires the City Council to annually consider and adopt a capital improvements plan.
2. As provided in the City Code, the City Manager presented a proposed an initial draft capital improvement plan that was then modified in accordance with City Council direction.
3. The capital improvement plan does not authorize any expenditures for any projects.
4. Projects listed in the capital improvement plan can be undertaken only after the City Council appropriates funds in the annual budget, approves contracts, and, if necessary, authorizes bonds or other financial arrangements.

NOW, THEREFORE, BE IT RESOLVED:

1. The 2026-2031 Capital Improvement Plan is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

2026-2031 Capital Improvement Plan

CITY OF WYOMING

WY | MI

MICHIGAN

Capital Improvement Plan

Fiscal Years 2026-2031

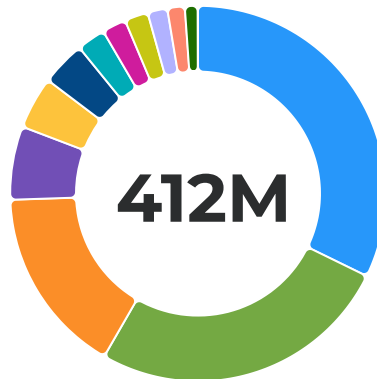
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Capital Improvement Plan

Projects By Funding Source 1

Capital Improvement Plan - Expenditures

FY26 - FY31 Expenditures by Fund



Water Fund	\$132,909,460	32.25%
Sewer Fund	\$107,474,782	26.07%
Ottawa County	\$66,612,934	16.16%
Capital Improvement (Millage) Fund	\$26,045,632	6.32%
Major Streets Fund	\$18,540,955	4.50%
Public Safety Fund	\$15,811,332	3.84%
Motor Pool Fund	\$10,108,613	2.45%
Bonding	\$8,550,000	2.07%
Local Streets Fund	\$8,331,285	2.02%
Capital Projects Revolving Fund	\$7,011,978	1.70%
Parks and Recreation Fund	\$6,134,215	1.49%
Library Building and Parks Capital Fund	\$4,642,516	1.13%
Solid Waste Fund	\$2,205	0.00%

Water Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Second Raw Water Intake	\$399,000	\$0	\$0	\$46,189,237	\$0	\$0	\$46,588,237
Gezon Pump Station	\$0	\$0	\$27,783,000	\$0	\$0	\$0	\$27,783,000
Filter Rehabilitation	\$313,500	\$3,291,750	\$0	\$0	\$0	\$4,001,143	\$7,606,393
Gezon Ground Storage Addition	\$0	\$0	\$0	\$0	\$6,928,386	\$0	\$6,928,386
Capital Reserve per Rate Model-Water	\$57,000	\$493,763	\$628,425	\$659,846	\$692,839	\$1,454,961	\$3,986,834
42 Inch Yard Pipe to Ransom Street	\$0	\$0	\$0	\$3,959,078	\$0	\$0	\$3,959,078
Advanced Meter Infrastructure	\$875,000	\$918,750	\$964,687	\$1,012,922	\$0	\$0	\$3,771,359
42 Inch Transmission Main Rehabilitation	\$627,000	\$2,094,750	\$0	\$0	\$0	\$0	\$2,721,750
Generator and Existing Controls	\$2,451,000	\$0	\$0	\$0	\$0	\$0	\$2,451,000
Watermain Reconstruction -	\$0	\$2,388,750	\$0	\$0	\$0	\$0	\$2,388,750

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Woodward Avenue SW							
Raw Water Main and 54 Inch Header Condition Assessment	\$0	\$2,094,750	\$0	\$0	\$0	\$0	\$2,094,750
Watermain Reconstruction - Stafford Avenue SW	\$0	\$0	\$0	\$0	\$0	\$1,914,423	\$1,914,423
Watermain Reconstruction - Walton Avenue SW Area	\$0	\$0	\$0	\$1,736,437	\$0	\$0	\$1,736,437
Watermain Reconstruction - Berwyn Avenue SW	\$0	\$0	\$0	\$1,736,437	\$0	\$0	\$1,736,437
Watermain Reconstruction - Burton Street SW	\$1,650,000	\$0	\$0	\$0	\$0	\$0	\$1,650,000
Watermain Reconstruction - Hillcroft Avenue SW and Birchwood Avenue SW	\$0	\$0	\$0	\$0	\$0	\$1,595,352	\$1,595,352
Watermain Reconstruction - Bellevue and Thurston	\$0	\$0	\$0	\$0	\$1,458,607	\$0	\$1,458,607
Watermain Reconstruction - Forest Grove Area	\$0	\$0	\$1,433,250	\$0	\$0	\$0	\$1,433,250
Watermain Reconstruction - Madison Avenue SE	\$0	\$0	\$0	\$0	\$1,215,507	\$0	\$1,215,507
2.5 MG Steel Reservoir Rehabilitation	\$0	\$0	\$0	\$989,770	\$0	\$0	\$989,770
Watermain Reconstruction - Newport Avenue SW Area	\$0	\$0	\$826,875	\$0	\$0	\$0	\$826,875
Gezon Pump Station Piping	\$0	\$0	\$826,875	\$0	\$0	\$0	\$826,875
Watermain Reconstruction - Holly Street SW Area	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000
Watermain Reconstruction - 32nd Street SW	\$0	\$0	\$0	\$0	\$790,079	\$0	\$790,079
Watermain Reconstruction - Hague Avenue SW	\$0	\$0	\$606,375	\$0	\$0	\$0	\$606,375
Incline Plate Settling Basin Rehabilitation	\$570,000	\$0	\$0	\$0	\$0	\$0	\$570,000
High Service Pipe Gallery	\$0	\$448,875	\$0	\$0	\$0	\$0	\$448,875

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Security Systems - Drinking Water Plant	\$427,500	\$0	\$0	\$0	\$0	\$0	\$427,500
Watermain Reconstruction - Bellevue Street	\$0	\$0	\$413,437	\$0	\$0	\$0	\$413,437
Watermain Reconstruction - Prairie Parkway	\$375,000	\$0	\$0	\$0	\$0	\$0	\$375,000
Watermain Reconstruction - Ken O Sha Drive	\$0	\$0	\$0	\$0	\$0	\$319,070	\$319,070
High Service Suction Valve	\$0	\$0	\$314,212	\$0	\$0	\$0	\$314,212
Roof - Gezon Pump Station	\$0	\$262,500	\$0	\$0	\$0	\$0	\$262,500
Watermain Reconstruction - Emma	\$0	\$210,000	\$0	\$0	\$0	\$0	\$210,000
Watermain Reconstruction - Kenowa Avenue	\$0	\$210,000	\$0	\$0	\$0	\$0	\$210,000
Watermain Reconstruction - Clay Court SW	\$0	\$183,750	\$0	\$0	\$0	\$0	\$183,750
Watermain Reconstruction - Thornwood	\$0	\$0	\$0	\$0	\$182,326	\$0	\$182,326
Watermain Reconstruction - Osmer Avenue	\$175,000	\$0	\$0	\$0	\$0	\$0	\$175,000
Watermain Reconstruction - Daisy Avenue SW	\$0	\$157,500	\$0	\$0	\$0	\$0	\$157,500
Roof - Generator Building	\$0	\$0	\$157,106	\$0	\$0	\$0	\$157,106
Lab HVAC Equipment	\$0	\$0	\$0	\$0	\$138,567	\$0	\$138,567
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$125,685	\$0	\$0	\$0	\$125,685
Storage Tank Passive Mixing	\$0	\$0	\$0	\$0	\$121,248	\$0	\$121,248
Server Backup Power Supply	\$114,000	\$0	\$0	\$0	\$0	\$0	\$114,000
Server Room Air Conditioning	\$0	\$44,887	\$0	\$0	\$0	\$0	\$44,887
Gas Chromatography System	\$0	\$0	\$0	\$0	\$34,642	\$0	\$34,642
Alum Flow Meter	\$28,500	\$0	\$0	\$0	\$0	\$0	\$28,500
Trench Box and Sheeting	\$11,000	\$0	\$0	\$0	\$0	\$0	\$11,000
Analytical Balances-Drinking Water Plant	\$0	\$0	\$0	\$9,897	\$0	\$0	\$9,897

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Autoclave Replacement	\$0	\$5,985	\$0	\$0	\$0	\$0	\$5,985
Incubator	\$0	\$0	\$0	\$0	\$4,850	\$0	\$4,850
Benchtop Chlorine Analyzer	\$0	\$0	\$4,399	\$0	\$0	\$0	\$4,399
Total Water Fund	\$8,873,500	\$12,806,010	\$34,084,326	\$56,293,624	\$11,567,051	\$9,284,949	\$132,909,460

Sewer Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Digester / Dryer Construction	\$5,000,000	\$50,400,000	\$0	\$0	\$0	\$0	\$55,400,000
Capital Reserve per Rate Model-Sewer	\$0	\$525,000	\$2,205,000	\$2,315,250	\$2,431,013	\$2,552,563	\$10,028,826
Primary Tank Rehabilitation	\$600,000	\$6,510,000	\$0	\$0	\$0	\$0	\$7,110,000
Headworks Rehabilitation	\$6,000,000	\$0	\$0	\$0	\$0	\$0	\$6,000,000
Trunk Sewer Rehabilitation	\$0	\$1,575,000	\$1,653,750	\$1,736,438	\$0	\$0	\$4,965,188
Advanced Meter Infrastructure	\$875,000	\$918,750	\$964,688	\$1,012,922	\$0	\$0	\$3,771,360
44th/West City Limits 24" Capacity Expansion	\$0	\$0	\$3,307,500	\$0	\$0	\$0	\$3,307,500
Collection System Sliplining/Replacement	\$500,000	\$210,000	\$551,250	\$578,813	\$607,753	\$638,141	\$3,085,957
Electric - Phase 2 Effluent Line	\$0	\$0	\$0	\$0	\$2,431,013	\$0	\$2,431,013
Headworks Odor Control Project	\$0	\$2,100,000	\$0	\$0	\$0	\$0	\$2,100,000
Drain Line	\$1,600,000	\$0	\$0	\$0	\$0	\$0	\$1,600,000
Z Odor Control Rehabilitation & Dog Houses	\$0	\$0	\$0	\$1,157,625	\$0	\$0	\$1,157,625
Parking Lot - Wastewater Treatment Plant	\$250,000	\$525,000	\$0	\$0	\$0	\$0	\$775,000
Trunk Lines Inspection	\$750,000	\$0	\$0	\$0	\$0	\$0	\$750,000
Roof - Wastewater Treatment Plant	\$0	\$210,000	\$110,250	\$115,763	\$121,551	\$0	\$557,564
Aeration Diffuser Replacement	\$0	\$315,000	\$0	\$0	\$0	\$0	\$315,000
Elevator - B Building	\$0	\$0	\$303,188	\$0	\$0	\$0	\$303,188
Aeration Pipe Gallery Coating	\$0	\$262,500	\$0	\$0	\$0	\$0	\$262,500
Exhaust System and Air Handler Unit Replacement	\$0	\$0	\$220,500	\$0	\$0	\$0	\$220,500
Aaon HVAC Rooftop Unit	\$0	\$0	\$0	\$0	\$0	\$191,442	\$191,442
Roof - V Building	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Roof Replacement - Raw Sewage	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Building							
Building T, EE, P	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Masonry Assessment							
F Building Air Handler	\$0	\$0	\$88,200	\$0	\$0	\$0	\$88,200
Z Building Air Handler	\$0	\$84,000	\$0	\$0	\$0	\$0	\$84,000
O Building Air Handler	\$0	\$0	\$0	\$0	\$72,930	\$0	\$72,930
Building A: Brick Repair	\$70,000	\$0	\$0	\$0	\$0	\$0	\$70,000
Lime Tank Mixer Replacement	\$70,000	\$0	\$0	\$0	\$0	\$0	\$70,000
West Building Air Handler	\$0	\$63,000	\$0	\$0	\$0	\$0	\$63,000
Centrifuge Building Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Switchgear Battery Bank Replacement	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Microwave Digestion System	\$0	\$0	\$33,075	\$0	\$0	\$0	\$33,075
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$22,050	\$0	\$0	\$0	\$22,050
Scrubber Sump Pump	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Analytical Balances- Wastewater Treatment Plant	\$0	\$0	\$0	\$17,364	\$0	\$0	\$17,364
Refrigerated Sampler Replacement	\$6,000	\$0	\$0	\$0	\$0	\$0	\$6,000
Trench Box and Sheeting	\$5,500	\$0	\$0	\$0	\$0	\$0	\$5,500
Total Sewer Fund	\$16,236,500	\$65,798,250	\$9,459,451	\$6,934,175	\$5,664,260	\$3,382,146	\$107,474,782

Ottawa County

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Second Raw Water Intake	\$301,000	\$0	\$0	\$34,844,513	\$0	\$0	\$35,145,513
Surge Suppression System	\$6,450,000	\$0	\$0	\$0	\$0	\$0	\$6,450,000
Filter Rehabilitation	\$236,500	\$2,483,250	\$0	\$0	\$0	\$3,018,406	\$5,738,156
Gezon Ground Storage Addition	\$0	\$0	\$0	\$0	\$5,226,677	\$0	\$5,226,677
Capital Reserve per Rate Model-Water	\$43,000	\$372,487	\$474,075	\$497,779	\$522,667	\$1,097,602	\$3,007,610
42 Inch Yard Pipe to Ransom Street	\$0	\$0	\$0	\$2,986,672	\$0	\$0	\$2,986,672
42 Inch Transmission Main Rehabilitation	\$473,000	\$1,580,250	\$0	\$0	\$0	\$0	\$2,053,250
Generator and Existing Controls	\$1,849,000	\$0	\$0	\$0	\$0	\$0	\$1,849,000

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Raw Water Main and 54 Inch Header Condition Assessment	\$0	\$1,580,250	\$0	\$0	\$0	\$0	\$1,580,250
2.5 MG Steel Reservoir Rehabilitation	\$0	\$0	\$0	\$746,668	\$0	\$0	\$746,668
Incline Plate Settling Basin Rehabilitation	\$430,000	\$0	\$0	\$0	\$0	\$0	\$430,000
High Service Pipe Gallery	\$0	\$338,625	\$0	\$0	\$0	\$0	\$338,625
Security Systems - Drinking Water Plant	\$322,500	\$0	\$0	\$0	\$0	\$0	\$322,500
High Service Suction Valve	\$0	\$0	\$237,038	\$0	\$0	\$0	\$237,038
Roof - Generator Building	\$0	\$0	\$118,519	\$0	\$0	\$0	\$118,519
Lab HVAC Equipment	\$0	\$0	\$0	\$0	\$104,534	\$0	\$104,534
Storage Tank Passive Mixing	\$0	\$0	\$0	\$0	\$91,466	\$0	\$91,466
Server Backup Power Supply	\$86,000	\$0	\$0	\$0	\$0	\$0	\$86,000
Server Room Air Conditioning	\$0	\$33,863	\$0	\$0	\$0	\$0	\$33,863
Gas Chromatography System	\$0	\$0	\$0	\$0	\$26,133	\$0	\$26,133
Alum Flow Meter	\$21,500	\$0	\$0	\$0	\$0	\$0	\$21,500
Analytical Balances-Drinking Water Plant	\$0	\$0	\$0	\$7,467	\$0	\$0	\$7,467
Autoclave Replacement	\$0	\$4,515	\$0	\$0	\$0	\$0	\$4,515
Incubator	\$0	\$0	\$0	\$0	\$3,659	\$0	\$3,659
Benchtop Chlorine Analyzer	\$0	\$0	\$3,319	\$0	\$0	\$0	\$3,319
Total Ottawa County	\$10,212,500	\$6,393,240	\$832,951	\$39,083,099	\$5,975,136	\$4,116,008	\$66,612,934

Capital Improvement (Millage) Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Federal Funding Projects - City Share	\$0	\$393,750	\$766,500	\$3,150,000	\$525,000	\$525,000	\$5,360,250
Watermain Reconstruction - Woodward Avenue SW	\$0	\$2,388,750	\$0	\$0	\$0	\$0	\$2,388,750
Watermain Reconstruction - Stafford Avenue SW	\$0	\$0	\$0	\$0	\$0	\$1,914,422	\$1,914,422
Watermain Reconstruction - Walton Avenue SW Area	\$0	\$0	\$0	\$1,736,438	\$0	\$0	\$1,736,438

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Watermain Reconstruction - Berwyn Avenue SW	\$0	\$0	\$0	\$1,736,438	\$0	\$0	\$1,736,438
Watermain Reconstruction - Burton Street SW	\$1,650,000	\$0	\$0	\$0	\$0	\$0	\$1,650,000
Watermain Reconstruction - Hillcroft Avenue SW and Birchwood Avenue SW	\$0	\$0	\$0	\$0	\$0	\$1,595,352	\$1,595,352
Watermain Reconstruction - Bellevue and Thurston	\$0	\$0	\$0	\$0	\$1,458,608	\$0	\$1,458,608
Watermain Reconstruction - Forest Grove Area	\$0	\$0	\$1,433,250	\$0	\$0	\$0	\$1,433,250
Watermain Reconstruction - Madison Avenue SE	\$0	\$0	\$0	\$0	\$1,215,506	\$0	\$1,215,506
Watermain Reconstruction - Newport Avenue SW Area	\$0	\$0	\$826,875	\$0	\$0	\$0	\$826,875
Watermain Reconstruction - Holly Street SW Area	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000
Watermain Reconstruction - 32nd Street SW	\$0	\$0	\$0	\$0	\$790,079	\$0	\$790,079
Watermain Reconstruction - Hague Avenue SW	\$0	\$0	\$606,375	\$0	\$0	\$0	\$606,375
Watermain Reconstruction - Bellevue Street	\$0	\$0	\$413,438	\$0	\$0	\$0	\$413,438
Watermain Reconstruction - Prairie Parkway	\$375,000	\$0	\$0	\$0	\$0	\$0	\$375,000
Watermain Reconstruction - Ken O Sha Drive	\$0	\$0	\$0	\$0	\$0	\$319,070	\$319,070
Watermain Reconstruction - Emma	\$0	\$210,000	\$0	\$0	\$0	\$0	\$210,000
Watermain Reconstruction - Kenowa Avenue	\$0	\$210,000	\$0	\$0	\$0	\$0	\$210,000
Cost Share Agreements	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Watermain Reconstruction - Clay Court SW	\$0	\$183,750	\$0	\$0	\$0	\$0	\$183,750
Watermain Reconstruction - Thornwood	\$0	\$0	\$0	\$0	\$182,326	\$0	\$182,326

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Watermain Reconstruction - Osmer Avenue	\$175,000	\$0	\$0	\$0	\$0	\$0	\$175,000
Watermain Reconstruction - Daisy Avenue SW	\$0	\$157,500	\$0	\$0	\$0	\$0	\$157,500
2027 Wyoming Bridge Project	\$0	\$105,000	\$0	\$0	\$0	\$0	\$105,000
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$2,205	\$0	\$0	\$0	\$2,205
Total Capital Improvement (Millage) Fund	\$3,200,000	\$3,648,750	\$4,048,643	\$6,622,876	\$4,171,519	\$4,353,844	\$26,045,632

Major Streets Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
2031 Street Resurfacing	\$0	\$0	\$0	\$0	\$0	\$4,466,980	\$4,466,980
2030 Street Resurfacing	\$0	\$0	\$0	\$0	\$2,674,110	\$0	\$2,674,110
2026 Street Resurfacing	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$2,500,000
2028 Street Resurfacing	\$0	\$0	\$2,411,720	\$0	\$0	\$0	\$2,411,720
2027 Street Resurfacing	\$0	\$2,310,000	\$0	\$0	\$0	\$0	\$2,310,000
2029 Street Resurfacing	\$0	\$0	\$0	\$1,736,440	\$0	\$0	\$1,736,440
Street Reconstruction - Burton Street	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$1,700,000
Street Reconstruction - Prairie Pkwy	\$475,000	\$0	\$0	\$0	\$0	\$0	\$475,000
Pedestrian Bridges Over Division Avenue	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2026 Wyoming Bridge Project	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Arrow Board	\$11,500	\$0	\$0	\$0	\$0	\$0	\$11,500
Catch Basin Compactor	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$2,205	\$0	\$0	\$0	\$2,205
Total Major Streets Fund	\$4,939,500	\$2,310,000	\$2,413,925	\$1,736,440	\$2,674,110	\$4,466,980	\$18,540,955

Public Safety Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Pistol Range & Training Center	\$0	\$0	\$1,500,000	\$750,000	\$1,500,000	\$2,038,125	\$5,788,125
Curtain Wall - Police	\$0	\$0	\$0	\$1,000,000	\$1,039,625	\$0	\$2,039,625

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Portable 800 Radios Replacement	\$0	\$0	\$0	\$0	\$300,000	\$550,854	\$850,854
Roof Membrane - Police Station	\$0	\$0	\$507,150	\$0	\$0	\$0	\$507,150
Mobile 800 Radios Replacement	\$0	\$0	\$0	\$0	\$200,000	\$216,745	\$416,745
Building - 36th Street Fire Station	\$336,000	\$0	\$0	\$0	\$0	\$0	\$336,000
Structural Improvements - Police Station	\$15,000	\$262,500	\$0	\$0	\$0	\$0	\$277,500
Parking Lot - Police Station	\$0	\$262,500	\$0	\$0	\$0	\$0	\$262,500
Air Handling Units - Police	\$0	\$262,500	\$0	\$0	\$0	\$0	\$262,500
Roof Membrane - 36th Street Fire Station	\$0	\$0	\$0	\$231,525	\$0	\$0	\$231,525
Roof Membrane - Gezon Fire Station	\$0	\$0	\$0	\$202,584	\$0	\$0	\$202,584
Fire Alarm and Security Systems	\$0	\$0	\$198,450	\$0	\$0	\$0	\$198,450
Generator - Police Station	\$0	\$0	\$181,913	\$0	\$0	\$0	\$181,913
FSU GC/MS Replacement	\$0	\$0	\$0	\$173,644	\$0	\$0	\$173,644
Wellness and Fitness Equipment	\$88,000	\$0	\$0	\$0	\$72,930	\$0	\$160,930
Investigative Division Cubicles	\$0	\$157,500	\$0	\$0	\$0	\$0	\$157,500
Exterior Doors - Police	\$0	\$0	\$154,350	\$0	\$0	\$0	\$154,350
Boiler Replacement - Police Station	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Roof Membrane - Burton Fire Station	\$0	\$0	\$0	\$144,703	\$0	\$0	\$144,703
Vehicle Extrication Tools	\$72,000	\$0	\$0	\$69,458	\$0	\$0	\$141,458
Exterior Doors - Gezon Fire Station	\$0	\$0	\$0	\$120,393	\$0	\$0	\$120,393
Lucas Compression Devices	\$0	\$0	\$32,000	\$40,000	\$43,000	\$0	\$115,000
Lighting Controls - Police	\$0	\$0	\$0	\$0	\$0	\$114,865	\$114,865
Generator - Gezon Fire Station	\$0	\$105,000	\$0	\$0	\$0	\$0	\$105,000
Generator - 36th Street Fire Station	\$0	\$105,000	\$0	\$0	\$0	\$0	\$105,000
Dedicated Defensive Tactics Training Room	\$0	\$105,000	\$0	\$0	\$0	\$0	\$105,000
Lighting: Exterior, Interior and Controls - 36th Street Fire Station	\$0	\$0	\$104,738	\$0	\$0	\$0	\$104,738

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Roof Membrane - Division Fire Station	\$0	\$0	\$0	\$104,186	\$0	\$0	\$104,186
Exterior Doors - 36th Street Fire Station	\$0	\$0	\$0	\$104,186	\$0	\$0	\$104,186
Generator Assessment - Public Safety	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Motor Pool: Vehicles (Replacements) - Police	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Security Camera System - Police Station	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Overhead Door - Gezon Fire Station	\$0	\$94,500	\$0	\$0	\$0	\$0	\$94,500
Parking Lot - Pistol Range	\$0	\$0	\$0	\$0	\$0	\$91,574	\$91,574
Lighting: Exterior, Interior and Controls - Gezon Fire Station	\$0	\$0	\$88,200	\$0	\$0	\$0	\$88,200
Storage Array - Police	\$0	\$0	\$88,200	\$0	\$0	\$0	\$88,200
Seyler Replacement	\$0	\$0	\$0	\$0	\$85,085	\$0	\$85,085
Generator - Division Street Fire Station	\$0	\$78,750	\$0	\$0	\$0	\$0	\$78,750
Generator - Burton Street Fire Station	\$0	\$78,750	\$0	\$0	\$0	\$0	\$78,750
Overhead Door - 36th Street Fire Station	\$0	\$78,750	\$0	\$0	\$0	\$0	\$78,750
Civil Unrest Equipment Replacement	\$0	\$0	\$0	\$75,246	\$0	\$0	\$75,246
Overhead Door - Police Department	\$0	\$0	\$71,663	\$0	\$0	\$0	\$71,663
Shooting Simulator Replacement	\$0	\$0	\$0	\$0	\$60,775	\$0	\$60,775
Elevator - Police Station	\$0	\$0	\$55,125	\$0	\$0	\$0	\$55,125
Training Tower Evaluation and Improvements	\$12,000	\$42,000	\$0	\$0	\$0	\$0	\$54,000
Exterior Doors - Division Fire Station	\$0	\$0	\$0	\$50,936	\$0	\$0	\$50,936
Exterior Doors - Burton Street Fire Station	\$0	\$0	\$0	\$50,936	\$0	\$0	\$50,936
Tactical Arrest and Confrontation Team (TACT) Robot Replacement	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Virtual Machine Host	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Administrative Area Remodel - 36th Street Fire Station	\$0	\$0	\$0	\$46,305	\$0	\$0	\$46,305
Doors and Windows - Gezon Training Building	\$0	\$0	\$0	\$0	\$0	\$38,288	\$38,288
Records Management System	\$37,850	\$0	\$0	\$0	\$0	\$0	\$37,850
Interview Room Camera Replacement	\$0	\$0	\$0	\$0	\$36,465	\$0	\$36,465
K-9 Replacement	\$0	\$9,000	\$9,000	\$18,000	\$0	\$0	\$36,000
LiveScan Fingerprinting Equipment Replacement	\$0	\$0	\$0	\$0	\$30,388	\$0	\$30,388
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$28,665	\$0	\$0	\$0	\$28,665
MDF Switch Stack - Police	\$0	\$0	\$27,563	\$0	\$0	\$0	\$27,563
Overhead Door - Division Fire Station	\$0	\$26,250	\$0	\$0	\$0	\$0	\$26,250
Overhead Door - Burton Fire Station	\$0	\$26,250	\$0	\$0	\$0	\$0	\$26,250
Ballistic Shields Replacement	\$0	\$0	\$0	\$0	\$24,310	\$0	\$24,310
Pistol Range Building	\$0	\$0	\$0	\$0	\$24,310	\$0	\$24,310
RAD 57 Monitor Lighting - Police Storage Garages	\$5,350	\$5,675	\$5,800	\$0	\$0	\$6,300	\$23,125
Data Center Uninterruptible Power Supply (UPS) Refresh - Police	\$0	\$0	\$22,601	\$0	\$0	\$0	\$22,601
Portable Messaging Board (trailer)	\$0	\$0	\$0	\$0	\$21,879	\$0	\$21,879
Gear Lockers - Burton & Division Fire Stations	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Exterior Doors - Pistol Range	\$0	\$0	\$0	\$0	\$18,233	\$0	\$18,233
Portable Laser Drone (Aardvark)	\$0	\$0	\$16,538	\$0	\$0	\$0	\$16,538
Large Drone (UVT) Replacement	\$0	\$0	\$16,538	\$0	\$0	\$0	\$16,538
Data Center Switch Stack - Police	\$0	\$0	\$16,538	\$0	\$0	\$0	\$16,538
Refrigerators/Washers/Dryers	\$0	\$0	\$0	\$13,776	\$0	\$0	\$13,776
Firewall Refresh - Fire Stations	\$0	\$12,600	\$0	\$0	\$0	\$0	\$12,600
SetComs for Motor Unit	\$0	\$0	\$11,025	\$0	\$0	\$0	\$11,025
Drone	\$11,000	\$0	\$0	\$0	\$0	\$0	\$11,000

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Windows - Pistol Range	\$0	\$0	\$0	\$0	\$10,940	\$0	\$10,940
Sniper Rifle Replacement	\$0	\$0	\$0	\$0	\$0	\$10,210	\$10,210
Clorox Foggers Replacement	\$0	\$0	\$0	\$0	\$9,724	\$0	\$9,724
Copy Machine-36th Street Fire Station	\$0	\$0	\$0	\$0	\$0	\$7,658	\$7,658
Records Copy Machine Replacement	\$0	\$0	\$0	\$6,946	\$0	\$0	\$6,946
Admin Copy Machine Replacement	\$0	\$0	\$0	\$0	\$6,078	\$0	\$6,078
Copy Machine-Police Department	\$0	\$0	\$0	\$0	\$6,078	\$0	\$6,078
Bike Team Helmet Replacement	\$0	\$0	\$0	\$0	\$6,078	\$0	\$6,078
Copy Machine Replacement - Patrol	\$0	\$5,250	\$0	\$0	\$0	\$0	\$5,250
Total Public Safety Fund	\$1,147,200	\$1,717,775	\$3,152,595	\$3,202,824	\$3,495,898	\$3,095,040	\$15,811,332

Motor Pool Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Motor Pool: Vehicles (Replacements) - Public Works	\$81,000	\$2,738,000	\$89,000	\$204,000	\$87,000	\$650,000	\$3,849,000
Motor Pool: Vehicles (Replacements) - Police	\$780,000	\$497,000	\$133,000	\$497,000	\$172,000	\$0	\$2,079,000
Motor Pool: Vehicles (Replacements) - Fire	\$950,000	\$211,000	\$0	\$0	\$83,000	\$0	\$1,244,000
Motor Pool: Vehicles (Replacements) - Parks & Recreation	\$122,000	\$251,000	\$365,000	\$0	\$25,000	\$262,000	\$1,025,000
Motor Pool: Vehicles (Replacements) - Waste Water	\$0	\$346,000	\$32,000	\$36,000	\$0	\$0	\$414,000
Motor Pool: Vehicles (Replacements) - Drinking Water Plant	\$0	\$371,000	\$0	\$0	\$0	\$0	\$371,000
Motor Pool: Vehicles (Replacements) - Inspections	\$80,000	\$62,000	\$0	\$112,000	\$0	\$32,000	\$286,000
Motor Pool: Equipment	\$80,000	\$0	\$0	\$0	\$0	\$106,000	\$186,000

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
(Replacements) - Parks & Recreation							
Motor Pool: Vehicles	\$46,000	\$79,000	\$0	\$0	\$0	\$45,000	\$170,000
(Replacements) - Engineering							
Motor Pool: Equipment	\$150,000	\$0	\$0	\$0	\$15,000	\$0	\$165,000
(Replacements) - Traffic							
Motor Pool: Vehicles	\$0	\$80,000	\$0	\$0	\$0	\$48,000	\$128,000
(Replacements) - Traffic							
Motor Pool: Equipment	\$82,000	\$0	\$0	\$0	\$0	\$37,000	\$119,000
(Replacements) - Public Works							
Overhead Door - Cold Storage	\$0	\$0	\$49,613	\$0	\$0	\$0	\$49,613
Motor Pool: Equipment	\$17,000	\$0	\$0	\$0	\$0	\$0	\$17,000
(Replacements) - Facilities							
Motor Pool: Equipment	\$6,000	\$0	\$0	\$0	\$0	\$0	\$6,000
(Addition) - Traffic Building Expansion and Renovation - Public Works	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Motor Pool Fund	\$2,394,000	\$4,635,000	\$668,613	\$849,000	\$382,000	\$1,180,000	\$10,108,613

Bonding

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Surge Suppression System	\$8,550,000	\$0	\$0	\$0	\$0	\$0	\$8,550,000
Total Bonding	\$8,550,000	\$0	\$0	\$0	\$0	\$0	\$8,550,000

Local Streets Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
2030 Street Resurfacing	\$0	\$0	\$0	\$0	\$1,580,160	\$0	\$1,580,160
2026 Street Resurfacing	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000
2028 Street Resurfacing	\$0	\$0	\$1,447,030	\$0	\$0	\$0	\$1,447,030
2027 Street Resurfacing	\$0	\$1,365,000	\$0	\$0	\$0	\$0	\$1,365,000
2031 Street Resurfacing	\$0	\$0	\$0	\$0	\$0	\$1,276,270	\$1,276,270
2029 Street Resurfacing	\$0	\$0	\$0	\$1,157,620	\$0	\$0	\$1,157,620
Catch Basin Compactor	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$2,205	\$0	\$0	\$0	\$2,205
Total Local Streets Fund	\$1,503,000	\$1,365,000	\$1,449,235	\$1,157,620	\$1,580,160	\$1,276,270	\$8,331,285

Capital Projects Revolving Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Curtain Wall - City Hall	\$0	\$0	\$0	\$0	\$0	\$2,552,563	\$2,552,563
Roof Membrane - City Hall	\$0	\$0	\$0	\$0	\$0	\$606,234	\$606,234
Lighting: Interior and Controls - City Hall	\$0	\$157,500	\$110,250	\$231,525	\$0	\$0	\$499,275
Lighting and Controls - District Court	\$0	\$420,000	\$0	\$0	\$0	\$0	\$420,000
Parking Lot - District Court	\$0	\$0	\$0	\$0	\$382,884	\$0	\$382,884
Boiler and Air Handling Unit - City Hall	\$0	\$0	\$0	\$0	\$0	\$338,215	\$338,215
Parking Lot - City Hall	\$0	\$0	\$292,163	\$0	\$0	\$0	\$292,163
Electrical Service/Distribution Systems - District Court	\$0	\$236,250	\$0	\$0	\$0	\$0	\$236,250
Overhead and Exterior Doors on Garages - District Court	\$0	\$168,000	\$0	\$0	\$0	\$0	\$168,000
Elevator - City Hall	\$0	\$0	\$165,375	\$0	\$0	\$0	\$165,375
Boiler Replacement - District Court	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Backup Solution Cluster Refresh	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Air Handling Unit - District Court	\$0	\$126,000	\$0	\$0	\$0	\$0	\$126,000
Fire Alarm and Security Systems	\$0	\$0	\$0	\$0	\$121,551	\$0	\$121,551
Exterior Doors - City Hall	\$0	\$0	\$0	\$0	\$0	\$114,865	\$114,865
Generator - District Court	\$0	\$105,000	\$0	\$0	\$0	\$0	\$105,000
VDI Host Stack Refresh - City Hall	\$0	\$0	\$0	\$86,822	\$0	\$0	\$86,822
Storage Array - City Hall	\$0	\$0	\$66,150	\$0	\$0	\$0	\$66,150
Second Floor Clerk Processing	\$0	\$53,813	\$0	\$0	\$0	\$0	\$53,813
HVAC Controls	\$0	\$52,500	\$0	\$0	\$0	\$0	\$52,500
Projection System Upgrades	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Generator - City Hall	\$0	\$0	\$0	\$0	\$42,543	\$0	\$42,543

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Monument Signs	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$28,665	\$0	\$0	\$0	\$28,665
Sound Masking - City Hall	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Lighting: Exterior and Controls - City Hall	\$0	\$0	\$0	\$0	\$24,310	\$0	\$24,310
Second Floor Bathroom - District Court	\$0	\$21,000	\$0	\$0	\$0	\$0	\$21,000
Elevator Inspections	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Bathroom Rehabilitation - City Hall	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Lobby HVAC - District Court	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Switch Stack - District Court	\$13,000	\$0	\$0	\$0	\$0	\$0	\$13,000
North Storage Door	\$0	\$10,500	\$0	\$0	\$0	\$0	\$10,500
Mother's Room Updates	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Copy Machine - City Hall (1st Floor Mail Room)	\$8,000	\$0	\$0	\$0	\$0	\$0	\$8,000
AV Switch Stack Refresh - City Hall	\$0	\$6,300	\$0	\$0	\$0	\$0	\$6,300
Total Capital Projects Revolving Fund	\$491,000	\$1,356,863	\$662,603	\$318,347	\$571,288	\$3,611,877	\$7,011,978

Parks and Recreation Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Marquette Park - Redevelopment Project (Phase 1)	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Senior Center - Parking Lot	\$0	\$0	\$0	\$0	\$0	\$578,156	\$578,156
Prairie Park - Skate Park Redevelopment	\$0	\$0	\$0	\$473,626	\$0	\$0	\$473,626
Lamar Park - Permanent Stage Development	\$105,000	\$323,400	\$0	\$0	\$0	\$0	\$428,400
Lamar Park - Parking Lots (North and East) Replacement	\$0	\$0	\$347,288	\$0	\$0	\$0	\$347,288
Lamar Park - South Softball Field Lighting	\$0	\$0	\$0	\$0	\$334,264	\$0	\$334,264
Senior Center - Ceiling Tile	\$0	\$0	\$0	\$0	\$0	\$319,070	\$319,070

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Replacement Senior Center - Storefront and Entrances Doors/Entrances	\$0	\$0	\$283,343	\$0	\$0	\$0	\$283,343
Senior Center - Storefront Windows Replacement	\$0	\$268,800	\$0	\$0	\$0	\$0	\$268,800
Senior Center - Electrical Panel Upgrades	\$0	\$0	\$203,963	\$0	\$0	\$0	\$203,963
Park Entry Sign Replacements	\$50,000	\$26,250	\$27,563	\$28,941	\$30,388	\$31,907	\$195,049
Senior Center - Kitchen Renovation	\$0	\$0	\$0	\$178,274	\$0	\$0	\$178,274
Senior Center - Replace Membrane Roof	\$0	\$0	\$0	\$0	\$170,171	\$0	\$170,171
Lamar Park - Bridge Replacement	\$0	\$89,250	\$0	\$0	\$0	\$0	\$89,250
Security Camera - Parks and Recreation	\$0	\$15,750	\$16,538	\$17,364	\$18,233	\$19,144	\$87,029
Godwin Mercado - Concrete Floor Resurface	\$0	\$0	\$0	\$0	\$0	\$63,814	\$63,814
Field Liner Robot	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Senior Center - Facility Master Plan and Design	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Senior Center - Rooftop HVAC Units	\$0	\$0	\$0	\$0	\$0	\$57,433	\$57,433
Senior Center - Security Systems	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Godwin Mercado - Market Furnishings	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Frog Hollow - Retaining Wall	\$0	\$44,100	\$0	\$0	\$0	\$0	\$44,100
Lamar Park - Grandstand Caulking Project	\$43,000	\$0	\$0	\$0	\$0	\$0	\$43,000
Gator Replacements and Purchase	\$34,000	\$0	\$0	\$0	\$0	\$0	\$34,000
Senior Center - New Road Sign	\$0	\$31,500	\$0	\$0	\$0	\$0	\$31,500
Parking Lot Lining	\$0	\$0	\$0	\$0	\$30,388	\$0	\$30,388
Senior Center - Parking Lot Reseal/Restripe	\$0	\$26,250	\$0	\$0	\$0	\$0	\$26,250
Lamar Park - Batter Box Repair	\$0	\$26,250	\$0	\$0	\$0	\$0	\$26,250
Motor Pool: Equipment (Addition) - Parks & Recreation	\$26,000	\$0	\$0	\$0	\$0	\$0	\$26,000

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Tree Plantings	\$10,000	\$10,500	\$0	\$0	\$0	\$0	\$20,500
Senior Center - Camera Improvements	\$0	\$0	\$0	\$17,364	\$0	\$0	\$17,364
Motor Pool: Equipment (Replacements) - Parks & Recreation	\$17,000	\$0	\$0	\$0	\$0	\$0	\$17,000
Senior Center - Exterior Masonry Work	\$0	\$10,500	\$0	\$0	\$0	\$0	\$10,500
Standing Mower	\$8,000	\$0	\$0	\$0	\$0	\$0	\$8,000
Senior Center - Soffit Repair	\$7,000	\$0	\$0	\$0	\$0	\$0	\$7,000
Lamar Park - Softball Scoreboard	\$0	\$0	\$6,615	\$0	\$0	\$0	\$6,615
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$6,615	\$0	\$0	\$0	\$6,615
Total Parks and Recreation Fund	\$1,515,000	\$872,550	\$891,925	\$715,569	\$1,069,647	\$1,069,524	\$6,134,215

Library Building and Parks Capital Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Marquette Park - Redevelopment Project (Phase 1)	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Lemery Park - Restroom Replacement and Irrigation	\$0	\$0	\$0	\$693,575	\$0	\$0	\$693,575
Lamar Park - Basketball Court Resurfacing	\$0	\$0	\$0	\$0	\$607,753	\$0	\$607,753
Lemery Park - Court Project	\$0	\$525,000	\$0	\$0	\$0	\$0	\$525,000
Lamar Park - Splashpad	\$0	\$0	\$0	\$0	\$0	\$469,672	\$469,672
Lamar Park - Central Playground Lighting and Controls - Library	\$0	\$0	\$347,288	\$0	\$0	\$0	\$347,288
Southlawn Park - Splashpad	\$0	\$0	\$93,713	\$217,705	\$0	\$0	\$311,418
Lemery Park - Playground Replacement	\$0	\$0	\$0	\$303,877	\$0	\$0	\$303,877
Lemery Park - Playground Replacement	\$0	\$262,500	\$0	\$0	\$0	\$0	\$262,500
Parking Lot Crack Sealing - Library	\$0	\$36,750	\$0	\$0	\$0	\$0	\$36,750
Lamar Park - Dugout Renovation	\$0	\$0	\$35,280	\$0	\$0	\$0	\$35,280
Furniture Replacements - Library	\$0	\$26,250	\$0	\$0	\$0	\$0	\$26,250
Roof - Library	\$0	\$0	\$0	\$23,153	\$0	\$0	\$23,153

Projects By Funding Source

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Total Library Building and Parks Capital Fund	\$1,000,000	\$850,500	\$476,281	\$1,238,310	\$607,753	\$469,672	\$4,642,516

Solid Waste Fund

Category	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Wi-Fi Infrastructure Refresh - All Buildings	\$0	\$0	\$2,205	\$0	\$0	\$0	\$2,205
Total Solid Waste Fund	\$0	\$0	\$2,205	\$0	\$0	\$0	\$2,205

	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
Grand Total	\$60,062,200	\$101,753,938	\$58,142,753	\$118,151,884	\$37,758,822	\$36,306,310	\$412,175,907

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE 2025-2026 BUDGET FOR THE WYOMING
DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS:

1. Act 197 of 1995, the Downtown Development Authority Act, requires that Downtown Development Authorities annually prepare a budget subject to governing body approval.
2. The Wyoming Downtown Development Authority (DDA) has recommended the attached budget for the Fiscal Year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby approve the attached Wyoming DDA budget for Fiscal Year 2025-2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Staff Budget Worksheet

DDA Resolution Approving the Budget

Resolution No. _____

STAFF REPORT

Date: May 7, 2025

Subject: DDA 2025-2026 Budget

From: Nicole Hofert, Director of Community and Economic Development

CC: John Shay, City Manager
Jodi Yenchar, Finance Director

Meeting Date: May 19, 2025

RECOMMENDATION

It is recommended that City Council approve the 2025-2026 DDA Budget.

DISCUSSION

At the April 9, 2024 DDA meeting the board reviewed and approved the proposed DDA FY25 budget and recommended the same to Council. Following are highlights of the budget:

- **Revenue:**
 - Estimated revenue is \$461,366

- **Expenses:**
 - Staff
 - \$25,000 is budgeted to fund the Director's salary.
 - Supplies
 - \$100 is budgeted for other services. Office and event supplies.
 - Professional Services, Legal:
 - \$1,000 is budgeted to provide any specialized legal services.
 - Travel, Training
 - \$1,500 is budgeted to provide local or regional staff training for retail/commercial development topics.
 - Printing and Advertising
 - \$1,000 is budgeted to cover targeted mailers and flyers needed for recruitment of memberships and to advertise any planned DDA events.
 - Corridor Property Maintenance
 - \$20,000 is budgeted for installation, removal and storage of holiday decorations, repairs to the irrigation system or decorative sidewalks.
 - Corridor Landscape Maintenance
 - \$50,000 is budgeted for annual maintenance of lawns and plantings in the ROW in the DDA.

- Placemaking Projects
 - \$50,000 is budgeted for potential placemaking project costs in the District, including welcome signage and landscaping.
- Pedestrian Lighting
 - \$400,000 is budgeted for Incremental replacement of existing pedestrian scale lighting along 28th Street.
- City Center Project
 - \$125,000 is budgeted to develop and maintain the area around the bridge over 28th Street.
- Networking/Educational Events
 - \$500 is budgeted for DDA hosted events.

Fund Summary

Estimated Fund Balance as of 6/30/2025:	\$1,443,257.89
Add FY26 Estimated Revenue:	\$461,366.00
Less FY26 Estimated Expense:	<u>(\$676,100.00)</u>
Estimated Fund Balance as of 6/30/2026:	\$1,228,523.89

Budget Worksheet Report Downtown Development Authority

Budget Year 2026

Account	Account Description	2025 Adopted Budget	2025 Amended Budget	2025 Estimated Amount	2026 Final Budget
Fund 248 - Downtown Development Authority					
REVENUE					
<i>Taxes</i>					
402.000	Property Taxes Property Taxes	343,626.00	343,626.00	319,034.00	327,331.00
Budget Transactions					
	<i>Level</i>				<i>Number of Units</i>
	<i>Transaction</i>				<i>Cost Per Unit</i>
	Finance Review				1.0000
	Provided by Treasury				327,331.00
	Finance Review Totals				<u>327,331.00</u>
					\$327,331.00
573.000	Property Tax PPT Reimbursement-LCSA	121,983.00	121,983.00	114,035.00	114,035.00
Budget Transactions					
	<i>Level</i>				<i>Number of Units</i>
	<i>Transaction</i>				<i>Cost Per Unit</i>
	Finance Review				1.0000
	Small tax payer PPT exemption				114,035.00
	Finance Review Totals				<u>114,035.00</u>
					\$114,035.00
<i>Taxes Totals</i>		\$465,609.00	\$465,609.00	\$433,069.00	\$441,366.00
<i>Interest and Rentals</i>					
665.000	Interest on Investments	12,000.00	12,000.00	25,000.00	20,000.00
<i>Interest and Rentals Totals</i>					
		<u>\$12,000.00</u>	<u>\$12,000.00</u>	<u>\$25,000.00</u>	\$20,000.00
REVENUE TOTALS		\$477,609.00	\$477,609.00	\$458,069.00	\$461,366.00
EXPENSE					
Department 000 - General Government					
Activity 72800 - Economic Development					
<i>Supplies</i>					
727.000	Office Supplies	100.00	100.00	25.00	100.00
<i>Supplies Totals</i>					
		<u>\$100.00</u>	<u>\$100.00</u>	<u>\$25.00</u>	\$100.00
<i>Other Services and Charges</i>					
801.000	Professional Services	1,000.00	1,000.00	.00	1,000.00
801.009	Professional Services Marketing/Web Site	1,000.00	1,000.00	.00	1,000.00
801.021	Professional Services Legal Special Counsel	1,000.00	1,000.00	.00	1,000.00
860.000	Travel and Training	1,500.00	1,500.00	500.00	1,500.00
900.000	Printing & Advertising	1,000.00	1,000.00	250.00	1,000.00
930.000	Repairs and Maintenance	20,000.00	20,000.00	10,000.00	20,000.00
Budget Transactions					
	<i>Level</i>				<i>Number of Units</i>
	<i>Transaction</i>				<i>Cost Per Unit</i>
	Finance Review				1.0000
	Corridor property maintenance				20,000.00
	Finance Review Totals				<u>20,000.00</u>
					\$20,000.00
932.000	Payment Property Maintenance	40,000.00	40,000.00	28,000.00	50,000.00
Budget Transactions					
	<i>Level</i>				<i>Number of Units</i>
	<i>Transaction</i>				<i>Cost Per Unit</i>
	Finance Review				1.0000
	Corridor landscape maintenance				50,000.00
	Finance Review Totals				<u>50,000.00</u>
					\$50,000.00

Budget Worksheet Report Downtown Development Authority

Budget Year 2026

Account	Account Description	2025 Adopted Budget	2025 Amended Budget	2025 Estimated Amount	2026 Final Budget	
Finance Review Totals					\$50,000.00	
967.130	Project Costs Christmas Decorations	1,500.00	1,500.00	.00	.00	
967.150	Project Costs Networking/Educational Events	500.00	500.00	.00	500.00	
967.160	Project Costs Pedestrian Lighting	10,000.00	10,000.00	.00	400,000.00	
Budget Transactions						
<i>Level</i>	<i>Transaction</i>			<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
Finance Review	Incremental replacement of existing pedestrian lighting (28th)			1.0000	400,000.00	400,000.00
Finance Review Totals						\$400,000.00
967.185	Project Costs City Center	125,000.00	125,000.00	.00	125,000.00	
Budget Transactions						
<i>Level</i>	<i>Transaction</i>			<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
Finance Review	Develop and maintain area around the City Center bridge			1.0000	125,000.00	125,000.00
Finance Review Totals						\$125,000.00
967.200	Project Costs Placemaking	.00	.00	.00	50,000.00	
Budget Transactions						
<i>Level</i>	<i>Transaction</i>			<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
Finance Review	Placemaking project costs (welcome signage, landscaping, etc.)			1.0000	50,000.00	50,000.00
Finance Review Totals						\$50,000.00
<i>Other Services and Charges Totals</i>		\$202,500.00	\$202,500.00	\$38,750.00	\$651,000.00	
<i>Transfers Out</i>						
995.101	Transfers General Fund	25,000.00	25,000.00	25,000.00	25,000.00	
Budget Transactions						
<i>Level</i>	<i>Transaction</i>			<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>
Finance Review	Transfer to GF for Assistant CM position			1.0000	25,000.00	25,000.00
Finance Review Totals						\$25,000.00
<i>Transfers Out Totals</i>		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
Activity 72800 - Economic Development Totals		\$227,600.00	\$227,600.00	\$63,775.00	\$676,100.00	
Department 000 - General Government Totals		\$227,600.00	\$227,600.00	\$63,775.00	\$676,100.00	
EXPENSE TOTALS		\$227,600.00	\$227,600.00	\$63,775.00	\$676,100.00	
REVENUE TOTALS		\$477,609.00	\$477,609.00	\$458,069.00	\$461,366.00	
EXPENSE TOTALS		\$227,600.00	\$227,600.00	\$63,775.00	\$676,100.00	
Fund 248 - Downtown Development Authority Totals		\$250,009.00	\$250,009.00	\$394,294.00	(\$214,734.00)	

RESOLUTION NO. 01-25

RESOLUTION TO RECOMMEND THE BUDGET FOR THE
CITY OF WYOMING DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE FISCAL YEAR ENDING JUNE 30, 2026

WHEREAS:

1. Public Act 197 of the State of Michigan requires the Director of the Downtown Development Authority to submit a budget to the Board of the Downtown Development Authority, and
2. The budget has submitted for recommendation, and

NOW THEREFORE, BE IT RESOLVED:


1. The budget attached hereto and made a part hereof by reference is hereby considered and recommended by the Board of the City of Wyoming Downtown Development Authority for adoption by the City Council of the City of Wyoming.

Moved by Board Member: *Morgan*

Seconded by Board Member: *Driesenga*

Motion Carried: Yeas: 4 Nays: 0

I hereby certify that the foregoing Resolution was adopted by the Board of the City of Wyoming Downtown Development Authority, at a meeting held on the April 8, 2025.



Nicole Hofert

Director of Community & Economic Development

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE CITY OF KENTWOOD
FOR THE CONSTRUCTION OF STREET IMPROVEMENTS ON DIVISION AVENUE
AND WATERMAIN IMPROVEMENTS ON MAPLELAWN STREET

WHEREAS:

1. The City of Wyoming is replacing the watermain and reconstructing the street cross section in Division Avenue from 44th Street to 36th Street. Wyoming is also modifying the watermain system in Maplelawn Street from Division Avenue to Madison Avenue.
2. A portion of Division Avenue is a borderline street where the two communities typically share equally in maintenance and improvement costs.
3. The work on Maplelawn Street is entirely within the City of Kentwood, but is mutually beneficial for both Cities.
4. The attached City-City Cost Sharing Agreement outlines the rights and obligations for the parties for the associated project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached City-City Cost Sharing Agreement with the City of Kentwood for the construction of watermain and street improvements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

City-City Cost Share Agreement

Resolution No. _____

STAFF REPORT

Date: May 13, 2025

Subject: City-City Cost Sharing Agreement with the City of Kentwood for the Division Avenue and Maplelawn Street Improvements

CC: Aaron Vis, Director of Public Works

From: Jeff Oonk, City Engineer

Meeting Date: May 19, 2025

RECOMMENDATION:

It is recommended the City Council enter into an agreement with the City of Kentwood to share in the costs for street and watermain improvements.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

The City Council awarded the Division Avenue and Maplelawn Street project on March 17, 2025. This project includes work on Division Avenue which is a borderline street with the City of Kentwood between 44th Street and Maplelawn Street. The Cities of Wyoming and Kentwood typically share in costs for improvements performed by either municipality when performed along the borderline section. Each city will pay costs for the street improvements located within their boundaries. The work on Division Avenue also includes replacement of a City of Wyoming watermain, and those costs will be paid by Wyoming. Also included with this project is work on Maplelawn Street to separate an area of Kentwood's water system that is connected directly to Wyoming's water system. This separation will allow for consistent metering of water provided to the City of Kentwood and will simplify billing. This work is mutually beneficial and costs will be split equally between both cities.

The City Attorney's office has prepared the attached City-City Agreement outlining each party's obligations and commitments.

BUDGET IMPACT:

This agreement provides for reimbursement of approximately \$460,356.65 to the City of Wyoming. The actual reimbursement amount will be determined by as-constructed quantities.

COST-SHARING AGREEMENT
DIVISION AVENUE STREET RECONSTRUCTION AND MAPLELAWN WATERMAIN
IMPROVEMENTS

THIS COST-SHARING AGREEMENT, (the “Agreement”), is made and entered into this _____ day of _____, 2025, by and between the City of Wyoming, a Michigan municipal corporation, 1155 28th Street SW, Wyoming, MI 49509, hereinafter referred to as “Wyoming,” and the City of Kentwood, a Michigan municipal corporation, 4900 Breton Road SE, Kentwood, Michigan 49508, hereinafter referred to as “Kentwood.” Wyoming and Kentwood may be referred to jointly as “the Parties” and individually as a “Party.”

WITNESSETH

WHEREAS, Wyoming is replacing the watermain and reconstructing the street cross section in Division Avenue from 44th Street to 36th Street. Wyoming is also modifying the watermain system in Maplelawn Street from Division Avenue to Madison Avenue (collectively, the “Project”); and

WHEREAS, a portion of Division Avenue, between 44th Street and 36th Steet, is a common boundary between Kentwood and Wyoming; and

WHEREAS, the work on Maplelawn Street is entirely within the City of Kentwood, but is mutually beneficial to both Parties; and

WHEREAS, Wyoming and Kentwood desire to share the costs for the Project;

NOW THEREFORE, in consideration of the respective covenants contained herein, the Parties agree as follows:

1. The estimated cost for the Maplelawn Street portion of the Project is \$281,650.66, which amount includes construction costs, design engineering costs, construction engineering/inspection costs, and all other costs associated with this component of the Project. These costs will be shared equally between the Parties as more fully described in **Exhibit A** (“Estimated Cost Sharing”), which is incorporated by reference herein.
2. Each Party will pay for the cost of the street reconstruction work on the Division Avenue portion of the Project that is located within their respective boundaries. The estimated cost for the portion within Kentwood is \$319,531.32. The remainder of the Division Avenue portion of the Project, and all of the watermain replacement cost on Division Avenue, will be paid by Wyoming as more fully described in **Exhibit A**. The cost sharing amount is considered an estimate. The actual share of costs to be split between the Parties for each category will be based on the actual, as-constructed amount incurred on the pro rata basis described in this Section 2.
3. Wyoming will pay the initial cost of the Project and administer the Project. Thereafter, Wyoming will invoice Kentwood for its share of the actual costs of the Project. Within 30 days of receiving said invoice with supporting documentation acceptable to Kentwood, Kentwood will reimburse Wyoming for Kentwood’s share of the cost for the Project as

provided for in this Agreement.

4. Each Party to this Agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the Agreement, as provided by this Agreement or by law. In addition, this is not intended to increase or decrease either party's liability for, or immunity from, tort claims. This Agreement is also not intended, nor will it be interpreted, to give either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this agreement.
5. No party to this Agreement waives its governmental immunity by entering into this Agreement and fully retains all immunities and defences provided by law with respect to any action based upon, or occurring as a result of, this Agreement.
6. This Agreement, together with any exhibits, shall constitute the entire agreement between the parties. Any prior understanding, representation, or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or its authorized representative.
8. The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity.
9. This Agreement is not intended, and shall not be construed, to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

(Signatures on next page.)

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

City of Wyoming, a Michigan municipal corporation

/s/ _____

By: Kent Vanderwood

Its: Mayor

/s/ _____

Attested By: Kelli VandenBerg

Its: City Clerk

City of Kentwood, a Michigan municipal corporation

/s/ _____

By: Stephen C.N. Kepley

Its: Mayor

/s/ _____

Attested By: Dan Kasunic

Its: City Clerk

Approved as to form:



Heather Chapman, Deputy City Attorney

Exhibit A

Estimated Cost Sharing

Division Avenue Reconstruction (Thurston to 44th, East side)

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
COLD MILL - 9"	3330	Syd	\$ 1.75	\$ 5,827.50
Subgrade Undercutting	416	Cyds	\$ 25.00	\$ 10,400.00
7" AGGREGATE BASE (CIP)	3330	SYD	\$ 13.25	\$ 44,122.50
HMA MIXTURE - 5EMH (1.5")	315	TON	\$ 85.50	\$ 26,932.50
HMA MIXTURE - 4EMH (4")	842	TON	\$ 83.50	\$ 70,307.00
Mobilization (10%)	0.1	LSUM	\$ 700,000.00	\$ 70,000.00
Minor Traffic Control (10%)	0.1	LSUM	\$ 57,875.00	\$ 5,787.50
STREET GRADE (1090 feet, half width)	545	FT	\$ 50.00	\$ 27,250.00
Left Turn Arrow	4	Ea	\$ 250.00	\$ 1,000.00
Remove Pavement Markings	395	Sft	\$ 3.50	\$ 1,382.50
Recess Pavement Markings	605	Sft	\$ 3.75	\$ 2,268.75
24" Crosswalk	180	FT	\$ 20.00	\$ 3,600.00
24" Stopbar	75	Ft	\$ 20.00	\$ 1,500.00
4" waterborne White	312.5	FT	\$ 0.20	\$ 62.50
4" waterborne Yellow	1742.5	FT	\$ 0.20	\$ 348.50

Division Ave Within Kentwood Limits Total: \$ 270,789.25

Survey, Engineering and Testing (8%): \$ 21,663.14

Contingency (10%): \$ 27,078.93

Kentwood Total: \$ 319,531.32

Maplelawn Watermain

ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
HYDRANT	2	Ea	\$ 3,875.00	\$ 7,750.00
VALVE 6"	2	EA	\$ 2,025.00	\$ 4,050.00
VALVE 8"	1	EA	\$ 2,675.00	\$ 2,675.00
VALVE 12"	2	Ea	\$ 4,325.00	\$ 8,650.00
D.I. CL 53 WATER PIPE 6"	40	Ft	\$ 121.25	\$ 4,850.00
D.I. CL 53 WATER PIPE 8"	620	Ft	\$ 137.25	\$ 85,095.00
D.I. CL 53 WATER PIPE 12"	50	Ft	\$ 177.25	\$ 8,862.50
6" D.I. WATERMAIN FITTING	7	Ea	\$ 425.00	\$ 2,975.00
8" D.I. WATERMAIN FITTING	14	Ea	\$ 595.00	\$ 8,330.00
12" D.I. WATERMAIN FITTING	4	Ea	\$ 1,300.00	\$ 5,200.00
1" WATER SERVICE, LONG SIDE (COPPER)	7	Ea	\$ 3,100.00	\$ 21,700.00
1" WATER SERVICE, SHORT SIDE (COPPER)	2	Ea	\$ 2,450.00	\$ 4,900.00
THRUST BLOCK	1	Ea	\$ 600.00	\$ 600.00

MISCELLANEOUS GRAVEL	10 Cyd	\$	55.00	\$	550.00
SIDEWALK RAMP, ADA	700 Sft	\$	7.50	\$	5,250.00
DETECTABLE WARNING PLATES	50 Ft	\$	80.00	\$	4,000.00
CONCRETE CURB AND GUTTER, 30"	265 Ft	\$	27.00	\$	7,155.00
CONCRETE SIDEWALK, 4"	2535 Sft	\$	4.95	\$	12,548.25
CONCRETE PAVEMENT NON REINFORCED, 6"	110 Syd	\$	59.00	\$	6,490.00
HAND PATCHING	24 Ton	\$	140.00	\$	3,360.00
TOP SOIL 4" SCREENED	600 Syd	\$	9.00	\$	5,400.00
CLASS A SEED HYDRO-MULCH	600 Syd	\$	2.00	\$	1,200.00
STREET GRADE	350 Ft	\$	30.00	\$	10,500.00
7" AGGREGATE BASE (CIP)	665 Syd	\$	13.25	\$	8,811.25
REMOVE CURB AND GUTTER	200 Ft	\$	8.00	\$	1,600.00
REMOVE SIDEWALK	305 Syd	\$	9.00	\$	2,745.00
REMOVE PAVEMENT	70 Syd	\$	7.00	\$	490.00
REMOVE WATERMAIN	20 Ft	\$	25.00	\$	500.00
REMOVE CONCRETE	100 Syd	\$	8.00	\$	800.00
REMOVE HYDRANT	1 EA	\$	550.00	\$	550.00
REMOVE VALVE	2 EA	\$	550.00	\$	1,100.00

Maplelawn Street Total: \$ 238,687.00

Survey, Engineering and Testing (8%): \$ 19,094.96

Contingency (10%): \$ 23,868.70

Grand Total: \$ 281,650.66

50% Split for each Party: \$ 140,825.33

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT NO. 3
FOR SIDEWALK SNOWPLOWING

WHEREAS:

1. On October 7, 2019, City Council adopted Resolution No. 26515, awarding a three-year contract for sidewalk snowplowing to JND Snowplowing Inc.
2. On June 6, 2022, City Council adopted Resolution No. 27377, approving Amendment No. 2 to extend the bid pricing for an additional three years, with a 3% increase per season.
3. As outlined in the attached staff report, JND Snowplowing Inc. has submitted Amendment No. 3, proposing an additional three-year extension with a 3% increase per season.
4. It is recommended that City Council approve Amendment No. 3.
5. The estimated annual cost is expected to range between \$468,000 and \$498,000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts Amendment No. 3 from JND Snowplowing Inc. for sidewalk snowplowing.
2. City Council authorizes the City Manager to sign the 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 May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: May 6, 2025
Subject: Sidewalk Snowplowing Bid Extension
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Aaron Vis, Director of Public Works
Meeting Date: May 19, 2025

RECOMMENDATION:

It is recommended that the City Council extend the bid for Sidewalk Snowplowing to JND Snowplowing Inc., for fiscal years 2026, 2027 and 2028 at the seasonal rates shown on the attached contract and authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

The sidewalk snowplowing program ensures that all sidewalks in the City are open and passable within 24-hours of a snow event and provides a safe passage route for pedestrians in the winter.

JND Snowplowing, Inc. has done an excellent job throughout the last three winter seasons and, since they have been the sole bidder in past, were asked to provide a price to extend the bid for three additional seasons. The seasonal rate is an increase of 3% from the previous year, and each seasonal increase is also 3%. The contract includes the supervision, labor, equipment and traffic control required to snowplow approximately 395 miles of sidewalks in the City. The seasonal rate of sidewalk plowing for the winter of 2025 – 2026 is \$468,633; the seasonal rate for 2026 – 2027 is \$482,692; and the seasonal rate for 2027 – 2028 is \$497,173. If additional locations are added the rate will be \$500 per ½ mile.

For the 2025-2026 winter, this service will cost the average residential property owner \$16 in taxes. This is based on the 2025 average taxable residential property value of \$86,396 and the millage rate of 0.1899 mills.

BUDGET IMPACT:

Sufficient funds exist in the Sidewalk Fund Account: 211-441-44100-930.000

Attachment:
Contract

3RD AMENDMENT TO JND SNOWPLOWING CONTRACT

This 3rd Amendment to JND Snowplowing, Inc. Contract (**3rd Amendment**), is made as of April 30, 2025, to amend the Sidewalk Snowplowing 2019-2022 contract dated September 23, 2019 (the "**Contract**") between ("**City**") means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509 and ("**Contractor**") means JND Snowplowing, Inc., a Michigan corporation of 3560 Jefferson Ave, Wyoming, MI 49548.

BACKGROUND

The Contractor has a sidewalk snowplowing contract with the City through the 2024-2025 snow season.

AMENDMENT

1. The City will extend the Contract with the Contractor through the 2027-2028 winter season in accordance with the pricing attached in the April 17, 2025 proposal letter (Exhibit A).
2. All other terms of the Contract will remain unmodified and in full effect.

The parties have signed this 3rd Amendment as of the date first written above.

CITY OF WYOMING

By: _____
John Shay, City Manager

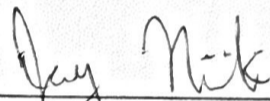
Date signed: _____, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

JND SNOWPLOWING, INC.

By:  _____
Jay Niewiek, President

Date signed: 5-5, 2025

EXHIBIT A

JND Snowplowing INC
3560 Jefferson Ave
Wyoming, MI 49548

April 17, 2025

Ross Vanderlugt
City of Wyoming
Public Works Supervisor
2660 Burlingame Ave SW
Wyoming, MI 49509

Dear Ross Vanderlugt,

I am writing to let you know we would like to extend our existing sidewalk snowplowing contract for an additional three years (years 2026-2028). With our existing 3% increase per year the annual dollar amounts for this extension would be as follows:

2025-26 season: \$468,633

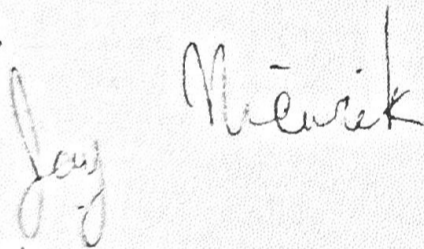
2026-27 season: \$482,692

2027-28 season: \$497,173

As our existing contract states, if any sidewalks are added these prices would increase by \$500/half mile.

I look forward to the opportunity to continue working with you.

Sincerely,

Handwritten signature of Jay Niewiek in cursive script.

Jay Niewiek
President of JND Snowplowing INC.
616-617-0729
Jay@JNDSnowplowing.com

RESOLUTION NO. _____

RESOLUTION FOR CATCH BASIN AND MANHOLE REHABILITATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve a quote from Havener Tech, LLC for catch basin and manhole rehabilitation services using the Michigan Inter-governmental Trade Network cooperative bid prices through June 30, 2030.
2. It is estimated the City will spend approximately \$50,000 annually for these services.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes Havener Tech, LLC to perform catch basin and manhole rehabilitation services through June 30, 2030.
2. City Council authorizes the City Manager to sign 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 May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: May 5, 2025
Subject: Catch Basin and Manhole Rehabilitation
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Aaron Vis, Director of Public Works
Meeting Date: May 19, 2025

RECOMMENDATION:

It is recommended the City Council utilize the Michigan Inter-governmental Trade Network (MITN) cooperative bid at the unit prices shown on the attached contract for catch basin and manhole rehabilitation services and authorize the City Manager to execute the contract with Havener Tech, LLC for those services through June 30, 2030.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.
 - Goal 3 – Improve city infrastructure and service reliability.

DISCUSSION:

Traditional manhole and catch basin repairs are identified by sinkholes forming in the street. Repairs include excavating around the structure, repairing with mortar, and restoring the street. This is an expensive, time-consuming and reactive process.

New technology exists that utilizes a spray-on geotechnical polymer to coat the inside of the existing structure and fill voids where bricks and other parts of the structure are missing. This proactive approach reduces the potential of future problems and is less expensive than the traditional reactive process.



On May 16, 2024, bids were received by the City of Farmington Hills through the MITN procurement system and subsequently awarded to Havener Tech, LLC. This bid also provides additional one-year extensions with no price increase, so the term of this agreement will be May 20, 2025, until June 30, 2030. Other area agencies have used Havener Tech, LLC for the past several years with good success.

Staff intend to use this rehabilitation process in a proactive manner. Staff intend to inspect catch basins and manholes on major streets and prior to street resurfacing to identify deficiencies. These structures will then have this spray-on polymer liner applied to eliminate or reduce future sinkholes. It is estimated the city will spend approximately \$50,000 per year on this service. This amount could be higher if additional catch basins and manholes are identified as needing rehabilitation during street resurfacing projects.

BUDGET IMPACT:

Sufficient funds exist in appropriate water, sewer, street, and capital improvement accounts.

Attachment(s):
Contract

CITY OF WYOMING

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

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

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

Contractor means: Havener Properties, LLC d/b/a Havener Tech
(Name of contracting entity)
A Michigan limited liability company
(State and type of entity, e.g., corporation, limited liability company, etc.)
433 Elmwood Ave
(Contractor's street address)
Troy, MI 48083
(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 20, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal for the City of East Grand Rapids is attached as Exhibit B.

RFP means the Request for Bids/Proposals for the City of East Grand Rapids and the City of Farmington Hills (ie. Michigan Intergovernmental Trade Network (MITN)) is attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
- City will pay the Contractor in accordance with the RFP as modified by the Proposal.
- 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:

This contract and pricing expire June 30, 2030.
(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

- 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 provided before beginning any Work.
- This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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

Havener Properties, LLC d/b/a Havener Tech

By: _____
John Shay, City Manager

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

Date signed: _____, 20__

Date signed: 5/5, 2025

Approved as to form: [Signature]
Heather Chapman, Deputy City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>. It is updated at least annually.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-1/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

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

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a

direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the 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.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §17. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or

other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

20. Signage Prohibited.

City resources are not used to promote persons, products, non-city services, political candidates or propositions, religious views, non-city events, or matters. While Contractor is acting as an agent for City under this Contract, Contractor may display Contractor's name, logo and other information identifying Contractor and subcontractors and providing contact information on vehicles, equipment, and materials on the jobsite. However, Contractor shall not display advertising signage, for sale signage, advertisements for others, promotional materials, political signage, or other

messaging of any kind while on any city property, working within city right-of-way, or engaged in other activities for City under this contract. A sign with the name of the project and/or the names and/or logos of the contractor(s), subcontractor(s), design

professional(s), funding sources, expected completion date, and other project information is permitted.

2025 RELEASE UNDER E.O. 14176

**EXHIBIT B
PROPOSAL/RFP**

SUBJECT: Award of Bid – 2024 As-Needed Catch Basin Stabilization Services

ADMINISTRATIVE SUMMARY:

- The 2024 As-Needed Catch Basin, Storm Water Pipe, and Concrete Slab Stabilization Services was publicly advertised and competitively bid on the Michigan Intergovernmental Trade Network (MITN) e-procurement system and opened on May 16, 2024, after a one-week postponement to gather additional interest. Notification was sent to eight hundred forty-four (844) vendors (including one hundred eighty-three (183) that hold classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled).
- This contracted service will provide repair services to the City's storm sewer system.
- The bid provides for a one-year contract with provisions for up to four (4) additional one-year extensions through mutual consent by the City and the Contractor (see attached bid tab).
- Funding for this program is provided in the Major and Local Road Maintenance accounts.
- The contractor recommended for award, Havener Tech of Troy, Michigan, has worked for Farmington Hills in the past and has proven to be professional and reliable with fourteen years of experience. Havener Tech has also completed successful projects for the City of Novi and the City of Troy.
- If awarded by Farmington Hills, the contract will be extended to the MITN group under the same prices, terms, and conditions.

SUPPORT DOCUMENTATION:

The Catch Basin Stabilization Services provides another tool that can be used by DPW staff to make repairs to our aging storm water infrastructure. The City is responsible for the repair and maintenance of over 4,000 catch basins and other storm water structures. As leaks occur in these catch basins and along storm pipes, this tool will allow, in some cases, the injection of an expanding polymer foam to fill the voids and seal the structures, thus eliminating the costly and disruptive process of excavating, rebuilding, and repaving.

Award of Bid for 2024 As-Needed Catch Basin Stabilization Services

June 10, 2024

Page 2 of 2

City of Farmington Hills Bid Tabulation 11b-fh-23-24-2456 As needed Catch Basin, Storm Water Pipe & Concrete Slab Stabilization						
Company Name	City/State	2024 Stabilization of Storm Water Catch Basin Estimate \$	2024 Injection Stabilization of Storm Water Pipe or Concrete Slab Estimate 10,000	Mobilization Estimate \$	2024 Estimated Total	% per year to extend contract for an additional year
Havener Tech	Troy, MI	\$8,625.00	\$30,000.00	\$0.00	\$38,625.00	0%
PER		\$575.00	\$3.00			
Bid Notification was sent to 844 MTIN vendors. We received ZERO (0) "No-Bids."						

RECOMMENDATION:

IT IS RESOLVED that the City Council of Farmington Hills authorize the City Manager to approve the required contract and purchase orders to Havener Tech for the 2024 As-Needed Catch Basin Stabilization Services in the amount not-to-exceed the annual budgeted amount, with one or more administration approved extensions not-to-exceed a total of four (4) years.

Prepared by: Derrick Schueller, DPW Superintendent
 Reviewed by: Nikki Lumpkin, Senior Buyer
 Departmental Authorization: Jacob Rushlow, P.E., Director, Department of Public Services
 Michelle Aranowski, Director, Department of Central Services
 Approved by: Gary Mekjian, P.E., City Manager

City of Farmington Hills
 Bid Tabulation
 itb-1h-23-24-2456

As needed Catch Basin, Storm Water Pipe & Concrete Slab Stabilization

Company Name	City/State	2024 Stabilization of Storm Water Catch Basin - Estimate: 15	2024 Injection Stabilization of Storm Water Pipe or Concrete Slab - Estimate 10,000	Mobilization Estimate: 5	2024 Estimated Total	% per year to extend contract for an additional years
Havener Tech	Troy, MI	\$8,625.00	\$30,000.00	\$0.00	\$38,625.00	0%
PER		\$575.00	\$3.00			

Bid Notification was sent to 844 MITN vendors. We received ZERO (0) "No-Bids."

CITY OF FARMINGTON HILLS

DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336-1165
www.fhgov.com



PHONE 248-871-2435

**CITY OF FARMINGTON HILLS – DPW
2024 AS NEEDED CATCH BASIN, STORM WATER PIPE AND
CONCRETE SLAB STABILIZATION PROGRAM**

CONTRACT SUM

All Prices to include parts & labor. Quantities listed are estimates for evaluation purposes only. The City will schedule work as needed.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Injection stabilization of Storm Water Catch Basin	EA	15	\$ 575.00	\$ 8625.00
2.	Injection stabilization of Storm Water Pipe or Concrete Slab	LB	10,000	\$ 3.00	\$ 30,000.00
3.	Mobilization	LS	5	\$ 0	\$ 0
TOTAL 2024 CONTRACT SUM					\$ 38,625.00

CONTRACT EXTENSION

The City of Farmington Hills reserves the right to extend the contract (beyond the first year) for four (4) additional one-year terms, through mutual consent with the successful bidder, under the same terms and conditions. Please indicate below your percentage of increase, over the unit prices listed above for each one (1) year extension of this contract.

Prices listed herein will increase 0 % each year beginning at the second year of award.

CITY OF FARMINGTON HILLS - DPW

SUPPLEMENTAL SPECIFICATIONS
2024 AS NEEDED CATCH BASIN, STORM WATER PIPE AND CONCRETE SLAB STABILIZATION
PROGRAM

The City of Farmington Hills Division of Public Works (DPW) is requesting itemized proposals for as needed catch basin, storm water pipe and concrete slab stabilization throughout the City of Farmington Hills. Staff of the firms which submit proposals for this work must have a minimum of ten (10) years of demonstrated experience with the repair of municipal underground utility structures using expanding geotechnical polymer foam.

1. TERM OF CONTRACT

The term of the contract is from the date of the Proceed to Work order through the following 12 months, subject to the City's right to rebid.

2. FISCAL YEAR FUNDING

Fiscal year funding is from FY 24/25, 25/26, 27/28, 28/29, & 29/30.

3. DESCRIPTION OF WORK

- a. The City maintains jurisdiction of both local, low volume, subdivision type streets and major arterial type streets, both hosting many masonry and pre-cast storm water catch basins, concrete and CMP storm water pipes and concrete pavement/sidewalks.
- b. The contractor shall be required to furnish all necessary labor, machines, tools, equipment and other means to fill voids around storm water structures and under concrete pavement, slabs and sidewalks using expanding polymer foam on the City's street system and City properties.

4. GENERAL

- a. Unit prices shall remain firm for the term of the contract. The owner will contact the contractor when service is needed. The schedule for any work performed under this agreement must be approved by the DPW Superintendent or Supervisor.

5. SCOPE OF WORK

- a. The City is requesting pricing for the items listed in the itemized proposal. Unit pricing shall include all labor, tools, equipment, materials, parts and incidentals needed to fill voids and/or stabilize storm water structures and concrete slabs. Restoration and clean up shall also be included in the bidder's unit prices. All work will be at the request and authorization of a DPW Road Supervisor, or the Public Works Superintendent.

6. SUBCONTRACTS

- a. The Contractor shall not sublet, assign, or transfer, this contract, or any portion thereof or any payment due him there under, without the written consent of the Owner.

7. RESTORATION

- a. The Contractor shall assume full responsibility for the protection of all pavements, walls, utilities, water mains, sewers, telephone lines, gas mains, cable TV wiring, computer cables, irrigation systems, mailboxes and any other services, structures, or landscaping along or near the work site which may be affected by the contractor's operations and equipment. The Contractor shall indemnify, defend, and save harmless the City against all damages or alleged damages to any such structure arising out of his work and bear the cost of repair or replacement of any such structure or landscaping damaged as a result of his/her operations.

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PHONE 248-871-2435

FIRM PRICE GUARANTEE

All of the above prices will remain firm for ninety (90) days or award, whichever comes first, except for the successful bidder whose unit prices are to remain firm for one year (1) year from date of award or the date of the signed contract whichever is later. The City of Farmington Hills reserves the right to extend the contract (beyond the first year) for four (4) additional one-year terms, through mutual consent with the successful bidder, under the same terms and conditions. Please indicate below your percentage of increase, over the unit prices listed above for each one (1) year extension of this contract.

Prices listed herein will increase 0 % each year beginning at the second year of award.

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I MICHAEL GUERIN, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office or MITN website, www.mitn.info and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE M-G

AUTHORIZATION OF SPECIFICATIONS:

The undersigned herein submits this proposal and agrees to enter into the attached contract with the City of Farmington Hills. In submitting this completed and signed proposal, it is understood that the right is reserved by the City of Farmington Hills to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

NAME OF BIDDER: MICHAEL GUERIN / HAVENER Tech

BUSINESS ADDRESS OF BIDDER: 433 ELMWOOD Troy MI 48063

BUSINESS PHONE NO: 248.890.1812 FAX NO 248.291.5742

WEBSITE HAVENERtech.com EMAIL MGUERINO@HAVENERtech.com

AUTHORIZED SIGNATURE: M-G TITLE OF SIGNER: President

PRINTED SIGNATURE NAME: MICHAEL GUERIN DATE: 5-7-2024

NOTE: All items set forth herein shall be bid in full accordance with these bidding and/or contract documents and accompanying plans, complete.

CITY OF FARMINGTON HILLS

DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 W. ELEVON MILE ROAD
FARMINGTON HILLS, MI 48336-1165
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PHONE 248-871-2435

**CITY OF FARMINGTON HILLS - DPW
2024 AS NEEDED CATCH BASIN, STORM WATER PIPE AND
CONCRETE SLAB STABILIZATION PROGRAM**

ITEMIZED BID

All Prices to include parts & labor. Quantities listed are estimates for evaluation purposes only. The City will schedule work as needed.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
General Items					
1.	Injection stabilization of Storm Water Catch Basin	EA	15	\$ 575 ⁰⁰	\$ 8,625 ⁰⁰
2.	Injection stabilization of Storm Water Pipe or Concrete Slab	LB	10,000	\$ 3.00	\$ 30,000 ⁰⁰
3.	Mobilization	LS	5	\$ 0	\$ 0
TOTAL 2024 ITEMIZED BID					\$ 38,625

CITY OF FARMINGTON HILLS

DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 W. BLYVEN MILE ROAD
FARMINGTON HILLS, MI 48336-1165
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PHONE 248-871-2435

CONTRACT EXTENSION

The City of Farmington Hills reserves the right to extend the contract (beyond the first year) for four (4) additional one-year terms, through mutual consent with the successful bidder, under the same terms and conditions. Please indicate below your percentage of increase, over the unit prices listed above for each one (1) year extension of this contract.

Prices listed herein will increase 0 % each year beginning at the second year of award.

ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS

I MICHAEL GUERIN, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office of MITN website, www.mitn.info and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

M. Guerin

AUTHORIZATION OF SPECIFICATIONS:

The undersigned herein submits this proposal and agrees to enter into an agreement with the City of Farmington Hills in accordance with the Contract Documents. In submitting this completed and signed proposal, it is understood that the right is reserved by the City of Farmington Hills to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

NAME OF BIDDER: MICHAEL GUERIN / HAVENER TECH

BUSINESS ADDRESS OF BIDDER: 433 ELMWOOD, Troy MI 48083

BUSINESS PHONE NO: 248 890 1812 FAX NO 248 291. 5742

WEBSITE HAVENERTECH.COM EMAIL Mguerin@HavenerTech.com

AUTHORIZED SIGNATURE: M. Guerin TITLE OF SIGNER: PRESIDENT

PRINTED SIGNATURE NAME: MICHAEL GUERIN DATE: 5-7-2024

NOTE: All items set forth herein shall be bid in full accordance with these bidding and/or contract documents and accompanying plans, complete.

CITY OF FARMINGTON HILLS

DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 W. ELEVEN MILE ROAD
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PHONE 248-871-2435

EXTENSION OF AWARD TO MITN PURCHASING COOPERATIVE

HAENER TECH is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative consisting of many cities.
(Agency Name)

townships, counties and other governmental agencies throughout Southeastern Michigan. If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

If an award is made to City of Farmington Hills, it is agreed that The contract will be extended to the MITN Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative M. G.

Our company is NOT interested in extending the contract.



References:

- | | | |
|-----------------------|--------------------------|--------------|
| 1. Jeff Herzgic | City of Novi | 248.361.6097 |
| 2. Chad Snyder | City of Grand Rapids | 616.262.5515 |
| 3. Paul Matthews | City of Ann Arbor | 248.409.8494 |
| 4. Don Rohraff | City of Livonia | 734.673.8069 |
| 5. Bob Shanke | City of Troy | 248.885.1848 |
| 6. Brent Schlack P.E. | Washtenaw Co. Road Comm. | 734.845.1897 |

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
THE JUSTICE CLOUD PREMIUM BUNDLE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from For The Record (FTR, Ltd.) for the Justice Cloud premium bundle package, in total estimated amount of \$10,332.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from FTR, Ltd. for the Justice Cloud premium bundle.
2. City Council authorizes the City Manager to sign 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 May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: April 28, 2025
Subject: FTR Justice Cloud Premium Bundle
From: Courtny Cardosa, Deputy Court Administrator
CC: Chris Kittmann
Meeting Date: May 19, 2025

RECOMMENDATION:

It is recommended City Council approve the proposal for the Justice Cloud Premium Bundle package from For The Record in the amount of \$10,332.00.

ALIGNMENT WITH STRATEGIC PLAN:

PILLAR 3 – STEWARDSHIP

- Goal 2 – Enhance the efficiency and effectiveness of City operations and services
 - Objective 4 – Assess citywide use of technology
 - Task 3 – Identify opportunities for improvement
- Goal 4 – Attract, train and retain a talented workforce
 - Objective 4 – Create customer service expectations and experience
 - Task 1 – Develop and implement customer service standards; create awareness of these standards through training

DISCUSSION:

Last month the Court received notice from its court recording vendor, For The Record (FTR), that it was time to renew the annual software service agreement for \$4,300.

For The Record is the gold standard of court recording software and serves the majority of courts in the state of Michigan and across the country. They have been our vendor for over 15 years and during that time we have been provided with exemplary products and customer service.

Recently, the Court became aware that 62B District Court in Kentwood upgraded to FTR's cloud bundle called FTR Justice Cloud. Court administrators and court recorders visited 62B District Court to see a demonstration and were very impressed by the

software's capabilities. After an official demonstration by FTR, the Court received a proposal of \$10,332.00 for an annual subscription to the FTR Justice Cloud Premium Bundle. This includes the service and support that the normal annual \$4,300 provides plus all the additional upgrade features detailed below.

This proposal to upgrade the court's recording technology aligns directly with Pillar 3 – Stewardship of the City's Strategic Plan by enhancing operational efficiency, modernizing service delivery through advanced technology, and improving the customer experience for both internal and external stakeholders.

Supporting Goal 2: Enhance the efficiency and effectiveness of City operations and services

- **Objective 4: Assess citywide use of technology**
 - **Task 3: Identify opportunities for improvement**

The proposed FTR Justice Cloud – Premium bundle provides a robust, future-ready recording solution, including:

- Superior audio quality and video integration for precise capture of court proceedings.
- AI-powered QuickDraft speech-to-text transcription, enabling faster and more accurate documentation.
- Unlimited cloud storage, removing local infrastructure limitations and ensuring data security.
- FTR Express Access, allowing for expedited audio and transcript delivery to stakeholders.
- Premium and Gold support packages, ensuring minimal downtime and responsive issue resolution.

These capabilities represent a significant upgrade from our current system and reflect a strategic investment in digital transformation. By automating and improving the accuracy of recordkeeping, the court will reduce administrative burdens, lower the risk of error, and ensure more timely responses to transcript and record requests.

Supporting Goal 4: Attract, train and retain a talented workforce

- **Objective 4: Create customer service expectations and experience**
 - **Task 1: Develop and implement customer service standards; create awareness of these standards through training**

With the intuitive design of the FTR platform and its integrated support and training resources, this upgrade supports the development of consistent and high-quality customer service experience. Staff will benefit from reduced manual workload, streamlined workflows, and access to tools that foster accuracy and professionalism in service delivery. These improvements also enhance job satisfaction and retention by reducing stress associated with outdated or error-prone systems.

BUDGET IMPACT:

The total quote for the first year of service is \$10,332, which includes all licenses, cloud storage, transcription tools, and premium support features. Essentially, this request is a \$6,000 increase over what we would need to purchase anyway just to maintain current standards and efforts.

This annual investment is a cost-effective way to ensure reliable, scalable, and modern digital court operations.

Funds are allocated in 101-286-28600-740.200.

Attachment(s):

FTR Justice Cloud Bundle Quote
FTR SaaS Support Quote

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

Contractor means: FTR, Ltd.

A C Coporation Delaware corporation
[Name of contracting entity] [State and type of entity, e.g., corporation, limited liability company, etc.]
4050 E. Cotton Center Blvd., Ste. 75
[Contractor's street address]
Phoenix, AZ 85040
[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: , 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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:

None.

[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 provided before beginning any Work.


5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: 

Heather Chapman, Deputy City Attorney

Contractor:

By: 

[Signature officer, director, or principal of Contractor]
Anthony Agnello, VP Justice Solutions Sales

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: May 6, 20 25

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a

direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the 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.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

**EXHIBIT B
PROPOSAL**



ORDER FORM

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

This For The Record Master Software Service Agreement Order Form (the "Initial Order Form") is by and between FTR Limited ("For The Record" or "FTR") and the entity listed as Client below ("Client"). This Initial Order Form is governed by the Master Service Terms and Conditions attached hereto (the "Service Terms"). All capitalized terms not defined herein have the meaning given to them in the Service Terms. The parties cause this Initial Order Form to be executed by their authorized representatives as of the Effective Date set forth below ("Effective Date"). In the event of any conflict between this Initial Order Form and the Service Terms, the terms set forth in this Initial Order Form will prevail, but solely with respect to this Initial Order Form.

Client Information

Client: Michigan - City of Wyoming
FTR Partner: Michigan - City of Wyoming
Reference Number: QUO-15044-Y9X8X
Offer Valid For: 60 days from 4/4/25
Proposed by: Carter Cross

Address Information

Bill To:

Michigan - City of Wyoming
1155 28th Street SW
Wyoming Michigan, 49509
US

Deliver To:

Michigan - City of Wyoming
,

Key Terms

Order Start Date*: 7/1/2025
Order End Date*: 7/1/2026
Billing Frequency: Annually unless otherwise stated

Payment Method: ACH
Billing Method: Email

Note: Order Start Date only applies to orders involving subscription or support contracts.

Additional Comments:

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

Order Details

Product	Product Code	Unit Type	Unit Price	Qty	Discount	Total Price
FTR Justice Cloud - Premium + FTR Gold + FTR Gold Support (itf)	CLOD070120227	LICENSES	\$5,166.00	2.00		\$10,332.000
Recording Vault (Audio & Video)	RDVT070120221	PCS	\$0.00	1.00	\$0.000	\$0.000
FTR Express Access	TREX070120221	PCS	\$0.00	1.00	\$0.000	\$0.000
FTR Premium Support	PWS60699GS10ZN	PCS	\$0.00	1.00	\$0.000	\$0.000
FTR Gold Recording Suite 7 (SaaS)	PSSP001GR700E1	PCS	\$0.00	1.00	\$0.000	\$0.000
FTR QuickDraft	STT-INTERNAL USAGE	LICENSES	\$0.00	1.00	\$0.000	\$0.000
				Subtotal:	\$10,332.00 0	\$10,332.000
				Estimated Freight		
				QUOTE TOTAL:	\$10,332.000	



ORDER FORM

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

* If this Order Form is executed and/or returned to FTR Limited ('ForTheRecord') by Client after the Order Start Date above, ForTheRecord may adjust these terms, without increasing the Total Price, based on the date ForTheRecord activates the products above. Following activation, any adjustments to these terms may be confirmed by reference to the order confirmation email sent by ForTheRecord to the Billing Email Address above, and/or by contacting accounts@fortherecord.com.

+ The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that apply. Any such taxes that are the responsibility of ForTheRecord will be calculated upon invoicing. This is not an invoice.

FTR may, upon no less than sixty (60) days prior to the anniversary of the Effective Date, increase its pricing set forth herein by the lesser of: (i) five percent (5%), or (ii) the annual percentage increased in the Consumer Price Index, published by the U.S. Department of Labor's Bureau of Labor Statistics, based on the U.S. City Average for All Urban Consumers and All Items for the published previous twelve (12) months.

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

If Yes, please check here: and complete the following:

PO Number: _____

PO Amount: _____

Acceptance & Confirmation

Upon signature by Client and submission to ForTheRecord this Order Form shall become legally binding and governed by the *For The Record Master Services Agreement* between ForTheRecord and the Client, unless this Order Form is rejected by ForTheRecord. ForTheRecord may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Client: Michigan - City of Wyoming

FTR Partner: Michigan - City of Wyoming

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

ForTheRecord

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____



ORDER FORM

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

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MASTER SERVICE TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

1.1 “Confidential Information” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, contracts, licenses, operations, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. With respect to FTR, reasonably subject to protection under applicable law, Confidential Information includes the source code, structure and logic of the FTR Offerings and any information derived from or concerning the FTR Offerings, the Documentation and the terms of this Agreement. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential (“**Confidential Client Data**”).

1.2 “Client Data” means any documents, data, or information contained in any document, recording, template or other similar file submitted by Client through the FTR Offerings or provided by Client to FTR as part of the FTR Offerings.

1.3 “Documentation” means any user manuals, handbooks, and online materials provided by FTR to Client that describe the features, functionality or operation of the FTR Offerings.

1.4 “FTR Offerings” means the SaaS Services and/or Software to be provided by FTR to Client in accordance with the terms herein.

1.5 “Order Form” means any written order executed by both parties identify the software and services to be made available by FTR, substantially in the form of the initial order attached hereto.

1.6 “Performance Data” means any log files, metadata and other technical performance data automatically generated by the FTR Offerings relating to the use, performance, efficacy, reliability and/or accuracy of the FTR Offerings.

1.7 “Premium Support” means FTR’s Premium Support offering as further described on **Exhibit A**.

1.8 “SaaS Service” means any hosted service to be provided by FTR to Client in accordance with the terms herein.

1.9 “Software” means the client-side software application(s) to be provided by FTR to Client in accordance with the terms herein.

1.10 “Storage Services” means FTR’s SaaS Service that enables the storage of digital recordings, transcripts and metadata.

2. FTR OFFERINGS

2.1 License to FTR Offerings. Subject to the terms and conditions of this Agreement, FTR hereby grants to Client a non-sublicensable, non-transferable (except as provided in Section 15.6), non-exclusive right and license to: (i) during the

applicable term of the Order Form, access and use the SaaS Services, and (ii) install, execute and use the Software for the term set forth in the applicable Order Form, in each case, in accordance with the applicable Documentation and solely for Client’s internal business purposes (not for further resale and distribution). Client may also request one (1) copy of the Software for back-up, disaster recovery or archival purposes only.

2.2 Support. FTR will (i) provide Client with access to any bug fixes, hot patches and error corrections that FTR generally releases to other customers of the FTR Offerings, (ii) use commercially reasonable endeavors to provide the SaaS Services, and (iii) provide Premium Support as set forth on **Exhibit A** when Premium Support is noted on an executed Order Form.

2.3 Updates and Modifications. Client acknowledges and agrees that FTR may, from time to time, make certain updates and modifications to the FTR Offerings; *provided, that*, FTR shall not, during the term of any applicable Order Form, remove or substantially degrade, any material feature or function of the applicable FTR Offerings.

3. IMPLEMENTATION AND TRAINING. From time to time, the parties may enter into written work orders that reference this Agreement (each, a “**Statement of Work**”), describing certain configuration, implementation, training and other professional services to be provided by FTR (“**Professional Services**”). FTR will perform the Professional Services in a professional and workmanlike manner. Client agrees to perform any of its obligations set forth in any Statement of Work, and will reasonably cooperate with FTR in the performance of the Professional Services, including, without limitation, providing all information and personnel reasonably requested by FTR in the performance of the Professional Services. In addition, Client will provide any required consents in a timely manner.

4. RESTRICTIONS. Client will not, and will not permit any end user of the FTR Offerings to: (a) use the FTR Offerings to harvest, collect, gather or assemble information or data regarding any third parties without their consent; (b) reverse engineer, disassemble or decompile any component of the FTR Offerings; (c) sublicense any of Client’s rights under this Agreement, or otherwise use the FTR Offerings for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the FTR Offering; or (e) otherwise use the FTR Service in any manner that exceeds the scope of use permitted under **Section 2.1**.

5. FEES AND PAYMENT.

5.1 Fees. Client will pay the fees set forth on the applicable Order Form (“**Fees**”).

5.2 Payments. Other than Fees pertaining to Professional Services, all Fees are due and payable in advance. Client will pay FTR all amounts due under this Agreement within thirty (30) days after the date of the invoice therefor. Any amount that is not paid when due will accrue interest at one and one half percent (1.5%) per month or the maximum rate

permitted by applicable law, whichever is less, from the due date until paid.

5.3 Taxes. Client (if Client does not provide tax-exempt certificate) will be responsible for payment of all taxes (other than taxes based on FTR's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to FTR under this Agreement or the provision of the FTR Technology to Client. Client will make all payments of Fees to FTR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to FTR will be Client's sole responsibility, and Client will provide FTR with official receipts issued by the appropriate taxing authority, or such other evidence as the FTR may reasonably request, to establish that such taxes have been paid.

5.4 Records; Audit. During the term of this Agreement, and for at least three (3) years after its expiration or termination ("**Records Term**"), Client will maintain at its principal place of business complete and accurate records with respect to Client's activities pursuant to this Agreement, including the number of courtrooms in which the FTR Offerings were used/deployed, the FTR Offerings used in each courtroom and all other data reasonably needed for verification of amounts to be paid to FTR under this Agreement. During the Records Term, FTR will have the right, during normal business hours and upon at least ten (10) days prior notice, to have an independent audit firm selected by FTR and reasonably acceptable to Client inspect Client's facilities and audit Client's records relating to Client's activities pursuant to this Agreement in order to verify that Client has paid to FTR the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at FTR's expense, unless the audit reveals that Client has underpaid the amounts owed to FTR by five percent (5%) or more during the audited period, in which case Client will reimburse FTR for all reasonable costs and expenses incurred by FTR in connection with such audit. Client will promptly pay to FTR any amounts shown by any such audit to be owing plus interest as provided in the subsection titled Payments. Such audits will be conducted no more than once in any period of twelve consecutive months. Any confidential or proprietary information of Client disclosed to FTR or the independent accounting firm in the course of the audit will be deemed the Confidential Information of Client, and any independent auditing firm will agree to be bound by confidentiality terms at least as protective as those set forth in the section titled Confidentiality.

6. CONFIDENTIAL INFORMATION. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the FTR Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this

Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. DATA SECURITY. FTR will implement and maintain throughout the term of this Agreement, commercially reasonable administrative, physical and technical safeguards designed to protect any Client Data collected by the SaaS Services against accidental loss and unauthorized access, disclosure and use. Unless otherwise agreed by Client, all Client Data will be processed in the United States. In the event FTR becomes aware of any accidental loss or unauthorized access, disclosure or use of any Confidential Client Data that is personal data or personally identifiable information as defined under laws applicable to the FTR Offerings (a "**Security Incident**"), FTR will (i) promptly notify Client of such Security Incident, and (ii) provide Client with a description of the Security Incident, including, to the extent known to FTR, the nature of the information compromised, along with regular updates related thereto, and steps being taken to mitigate the potential risks associated with such Security Incident. Client is solely responsible for compliance with incident notification laws applicable to Client and fulfilling any third party notification obligations related to any Security Incidents. FTR's notification of or response to any Security Incident under this Section 7 will not be construed as an acknowledgement by FTR of any fault or liability with respect to the Security Incident.

8. OWNERSHIP.

8.1 FTR System and Technology. Client acknowledges that FTR retains all right, title and interest in and to the FTR Offerings, Performance Data and all software and all FTR proprietary information and technology used by FTR or provided to Client in connection with the FTR Offerings (the "**FTR Technology**"), and that the FTR Technology is protected by intellectual property rights owned by or licensed to FTR. Other than as expressly set forth in this Agreement, no license or other rights in the FTR Technology are granted to the Client.

8.2 Client Data. Client retains all right, title and interest in and to the Client Data. Client hereby grants to FTR a non-exclusive, royalty-free and fully paid license to use Client Data for the purpose of providing the FTR Offerings and Professional Services. In addition, Client hereby grants to FTR a non-exclusive, royalty-free, fully-paid, irrevocable and perpetual right and license to use Client Data (i) on an aggregated and de-identified basis, and (ii) collected from, or in connection with, public courtroom proceedings, in each case, for the purpose of testing, product maintenance, support,

development and improvement of FTR's products and services. Further and without limiting the foregoing, Client acknowledges and agrees that FTR may be collecting personal information from users and data subjects of the FTR Offerings in connection with its privacy policy available at: <https://www.fortherecord.com/privacy/>, as may be updated by FTR from time to time. FTR will not otherwise knowingly use or access any Client Data unless authorized to do so by Client.

8.3 Performance Data. FTR shall have the right to collect and analyze Performance Data, and FTR will be free (during and after the term of this Agreement) to use such Performance Data for any legal purpose; *provided, that*, such use does not reveal the identify of Client or any judge, attorney, witness, litigant or other courtroom personnel.

8.4 Feedback. Client hereby grants FTR a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the FTR Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the FTR Service. FTR shall not identify Client as the source of any such feedback.

9. CLIENT'S OTHER OBLIGATIONS

9.1 Compliance with Laws. Client will at all times comply with all laws and regulations applicable to its use of the FTR Offerings, including providing any notices and/or collecting any consents necessary to record any individual's name, statement(s), recording(s), likeness, image, biographical information or other personal information in connection with the FTR Offerings.

9.2 Account and Passwords. Client will be solely responsible for (i) maintaining the confidentiality and security of all user name(s), password(s) and other access credential(s) used by Client to access its FTR Offerings account ("**Account**"), and (ii) any unauthorized use of Client's Account (except to the extent caused by FTR's willful misconduct or negligence). In the event of any unauthorized use of Client's Account, Client will promptly notify FTR and take any actions reasonably requested by FTR in connection with such unauthorized access.

9.3 Equipment and Facilities. Except to the extent expressly undertaken by FTR as part of its Professional Services under a Statement of Work, Client is solely responsible for providing, installing and maintaining, at its sole cost and expense, all equipment, hardware, peripherals, facilities, software and services necessary for Client's access to and use of the FTR Offerings, including without limitation, all cameras, recorders, mixers and microphones as may be required to use the FTR Offerings in accordance with the terms herein.

9.4 Client Backups. Unless Client has an active subscription to the Storage Services, FTR has no obligation to store any Client Data and Client shall be solely responsible for creating and maintaining backups of Client Data. In the event Client has an active subscription to the Storage Services, Client

will be solely responsible for specifying which items of Client Data will be backed up by the Storage Services. FTR will have no liability for any failures by Client to backup any Client Data that was not required to be backed up in connection with the Storage Services.

9.5 Recording Responsibility. Client acknowledges and agrees that Client is responsible for starting and stopping all recordings, including audio and visual recordings, to be created in connection with the FTR Offerings. FTR will have no liability for any failures or omissions of Client or its personnel, to start or stop any recordings.

10. TERM AND TERMINATION

10.1 Term. Unless earlier terminated pursuant to the subsection titled Termination, the term of this Agreement shall commence as of the Effective Date and shall continue for period of three (3) years (the "**Term**"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall be renewed for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 10.

10.2 Termination.

(a) For Breach. Either party (the "**Non-breaching Party**") may terminate this Agreement, effective immediately upon written notice to the other party (the "**Breaching Party**"), if the Breaching Party materially breaches any provision of this Agreement and does not substantially cure the breach within sixty (60) days after receiving written notice thereof from the Non-breaching Party.

(b) Changes in Law. If the obligations imposed upon either party under this Agreement are materially changed, or are made illegal, pursuant to a statute or court mandate (including, without limitation, local court rules and state Supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes within fourteen (14) days, then either party may terminate this Agreement upon ten (10) days written notice to the other party.

10.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts owed to FTR under this Agreement before such termination or expiration will be immediately due and payable, (excluding with respect to perpetual Software licenses) all licensed rights granted in this Agreement will immediately cease to exist, and Client must promptly discontinue further use of the FTR Offerings, and Client must return to FTR any copies of the Documentation that the Client is not entitled to keep pursuant

to this subsection and certify to FTR in writing signed by an officer of Client that it has fully complied with the foregoing.

10.4 Access to Data. For a period of thirty (30) days after the termination/expiration of this Agreement, Client shall have the right to download, in a format supported by FTR, electronic versions of the Client Data that are available in the SaaS Services. At the end of such ninety (90) day period, FTR shall have no further obligation to host any Client Data.

10.5 Survival. Sections and subsections titled Definitions, Restrictions, Ownership, Fees and Payment, Confidential Information, Warranties; Disclaimer, Indemnification, Limitation of Liability, Effects of Termination, Access to Data, Survival, and General Provisions will survive expiration or termination of this Agreement for any reason.

11. WARRANTY; DISCLAIMER.

11.1 Limited Warranty. FTR warrants that when used as permitted by FTR and in accordance with the Documentation (i) during the term of this Agreement, the SaaS Service, and (ii) for a period of ninety (90) days from the date of delivery, the Software, in each case will operate as described in the Documentation in all material respects. If Client notifies FTR of any breach of the foregoing warranty, FTR shall, as Client's sole and exclusive remedy, use commercial reasonable efforts to repair or replace the non-conforming FTR Offering as quickly as is reasonably possible. Notwithstanding anything to the contrary herein, the foregoing warranty will not apply to any Software that is made available free of charge.

11.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE FTR OFFERING AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (B) FTR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 Client Data Disclaimer. Client acknowledges that FTR does not edit, and cannot verify, the completeness or accuracy of the Client Data or any information therein. FTR has no control over the content of any Client Data made available through the FTR Offerings, and FTR shall not be responsible for any actual or alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Data.

12. INDEMNIFICATION

12.1 By FTR. FTR will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the FTR Technology infringes any U.S. copyrights or patents or misappropriates any trade secrets, and FTR will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If any FTR Technology becomes, or in FTR's opinion is likely to become, the subject

of an infringement claim, FTR may, at its option and expense, either (a) procure for Client the right to continue exercising the rights licensed to Client in this Agreement; (b) replace or modify the FTR Technology so that it becomes non-infringing and remains functionally equivalent; or (c) refund to Client any payments of prepaid Fees made by Client to FTR pursuant to the subsection titled Fees and Payment (to the extent that such payments have not been recouped through credits against accrued Fees), and terminate this Agreement by written notice to Client, in accordance with the subsection titled Notices. Notwithstanding the foregoing, FTR will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the FTR Technology by Client or any of its personnel; (x) any use of the FTR Technology in combination with other products, equipment, software, or data not supplied by FTR or authorized by FTR in writing; (y) any use, reproduction, or distribution of any release of the FTR Technology other than the most current release made available to Client; or (z) any modification of the FTR Technology by any person other than FTR or its authorized agents or contractors. This subsection states FTR's entire liability and Client's sole and exclusive remedy for infringement claims and actions.

12.2 Procedure. As a condition of FTR's performance of its indemnification obligations hereunder, Client must (a) promptly notify FTR of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "**Claim**"); *provided, that*, FTR shall only be relieved of its obligations hereunder to the extent any delay by Client materially prejudices FTR's ability to defend such Claim, and (b) give the FTR the sole control over the defense and settlement of such Claim; *provided, that*, FTR may not enter into any settlement that requires Client to admit liability or pay any sum without the prior written consent of Client, such consent not to be unreasonably withheld, delayed or conditioned.

13. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FTR OR CLIENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL FTR'S OR CLIENT'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY FTR FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

14. INSURANCE. During the term of this Agreement, FTR will maintain the following insurance coverage: (a) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate, and (b) Worker's Compensation Insurance in amounts required by applicable law.

15. GENERAL PROVISIONS

15.1 Governing Law. This Agreement and any actions related thereto will be governed by and under the Federal laws of the United States of America, and, to the extent not superseded by such federal laws, the state of Delaware, without giving effect to any conflicts of law principles that require the application of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15.2 Export. Client agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from FTR, or any products utilizing such data, in violation of the United States export laws or regulations.

15.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.5 Remedies. Except as provided in the sections titled Indemnification and Limited Warranty, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the FTR Offerings, and Documentation contain valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of the subsections titled Restrictions, or the section titled Confidentiality or any other breach of its obligations with respect to intellectual property rights of FTR will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

15.6 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.7 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by any event beyond the control of such party, including without limitation, issues arising from bugs or other problems in the software, firmware or hardware of a party's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, pandemic, epidemic, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror (a "*Force Majeure Event*"), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

15.8 Independent Contractors. Client's relationship to FTR is that of an independent contractor, and neither party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of FTR.

15.9 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Initial Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

15.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

15.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and CEO of FTR.

EXHIBIT A
PREMIUM SUPPORT

1. DEFINITIONS. The following capitalized terms will have the definitions set forth below:

1.1 “Normal Business Hours” means **4 a.m. to 5 p.m. Pacific Time Monday through Friday** excluding federal holidays.

1.2 “Scheduled Downtime” means the total amount of time during any calendar month, measured in minutes, during which Client is not able to access the SaaS Service due to planned system maintenance performed by FTR. FTR will exercise reasonable efforts to perform scheduled system maintenance between the hours of 10 p.m. and 2 a.m. Pacific Time. FTR will provide Client with reasonable prior notice of such Scheduled Downtime.

“Update” means a revision to the Software to provide bug fixes, corrections and minor enhancements. Updates are designated by progressing the version number to the right of decimal (e.g. v 1.1 to v 1.2)

“Upgrade” means any new version of the Software incorporating major new features and enhancements. Upgrades are designated by progressing the version number to the left of the decimal (e.g. v 1.0 to v 2.0).

HELP DESK SUPPORT

2.1 Help Desk. FTR will provide telephone or e-mail support for the FTR Offerings covered under this Premium Support addendum during FTR’s Normal Business Hours to assist in identifying and diagnosing problems with the FTR Offerings (such as error messages, bug fixes, basic “*how-to*” functionality questions, installations, Software Updates and Software Upgrades). All Help Desk calls shall, if necessary, be prioritized according to the severity of a call, as determined by FTR in its discretion. FTR Help Desk hours, time zones, and policies are subject to change at the option of FTR. Help Desk Support does not include Professional Services which shall expressly be undertaken through Statement of Work.

1.2 Contacts. Client shall appoint up to three (3) people as its authorized customer support contacts. Upon acknowledgement by FTR, authorized technical support contacts may contact FTR for support. Authorized technical support contacts must complete training on the operation and maintenance of the FTR Offerings as specified by FTR.

Assistance. Client shall promptly advise FTR of any failure with the FTR Offerings to comply with its Documentation in all material respects and shall provide reasonable assistance and cooperation to allow FTR to define and resolve such non-compliance. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.

Remote Diagnostics. Client agrees to allow FTR reasonable remote access to the Software in order to provide the necessary support pursuant to this Premium Support addendum. Remote Diagnostics may include, with Client acceptance, Enterprise Monitoring Service (“EMS”), a SaaS Service included with Premium Support. Any Professional Services required to activate EMS shall be expressly undertaken through Statement of Work.

Response and Resolution Times. During Normal Business Hours, FTR will provide an initial response to any support request within eight (8) business hours. Thereafter, FTR will use commercially reasonable efforts to provide a work around and/or permanent fix within two (2) business days. Progress of FTR’s efforts may be tracked through its customer portal. Should FTR, in its sole judgment, determines that there is a reproducible error in the Software, it will, at its sole option, provide Client with a fix/workaround, or instruct Client to install a newer version of the Software with that error corrected.

Exceptions to Support. FTR will have no obligation under with respect to any errors, defects, delays, downtime or other support issues to the extent caused by: (i) non-compliance by Client with any provision of this Premium Support addendum; (ii) incompatibility of Client's equipment or software with the SaaS Service or Software; (iii) actions or inactions of Client or third parties; (iv) Client's use of the SaaS Service or Software after FTR has advised Client to modify its use of the SaaS Service or Software, if Client did not modify its use as advised; (v) acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the SaaS Service by means of Client's passwords or equipment; (vi) performance of Client's systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Client's bandwidth limitations; or (ix) Scheduled Downtime.

2. CLIENT REQUIREMENTS.

Client Networks and Support Environment. Client is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Client is responsible for correctly configuring its systems in accordance with any instructions provided by FTR, as may be necessary for provision of access to the features and functions of the SaaS Service and Software. Information related to supported environments may be found in the Documentation at www.fortherecord.com.

Client Assistance. Client will reasonably cooperate with FTR with any support request, and provide FTR with such information as reasonably requested by FTR, including, without limitation: (a) a general description of Client's operating environment, (b) a list of all hardware components, operating systems and networks, (c) information necessary for FTR to reproduce the issue, and (d) any log files, trace and system files FTR requests, to assist with troubleshooting the issue. Client acknowledges that any failure to provide this information may prevent or delay FTR in providing support contemplated hereunder, and that FTR will not be responsible for any such delays.

Maintenance. FTR will provide Updates to the Software that are commercially released during the Term. All Updates are released in the sole discretion of FTR, and FTR has no obligation to create any Updates. Premium Support does not include the provision of Upgrades.

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

This For The Record Master Software Service Agreement Order Form (the “**Initial Order Form**”) is by and between FTR Limited (“**For The Record**” or “**FTR**”) and the entity listed as Client below (“Client”). This Initial Order Form is governed by the Master Service Terms and Conditions attached hereto (the “Service Terms”). All capitalized terms not defined herein have the meaning given to them in the Service Terms. The parties cause this Initial Order Form to be executed by their authorized representatives as of the Effective Date set forth below (“Effective Date”). In the event of any conflict between this Initial Order Form and the Service Terms, the terms set forth in this Initial Order Form will prevail, but solely with respect to this Initial Order Form.

Client Information

Client: Michigan - City of Wyoming
Reference Number: QUO-15000-Q8Y3L
Expiration Date: 6/29/2025
Proposed by: Jacob Kimminau

Address Information

Bill To:	Deliver To:
Michigan - City of Wyoming	Michigan - City of Wyoming
,	,

Key Terms

Order Start Date*: 7/1/2025	Payment Method: ACH
Order End Date*: 7/1/2026	Billing Method: Email
Billing Frequency: Annually unless otherwise stated	

Note: Order Start Date only applies to orders involving subscription or support contracts.

Additional Comments:

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

Order Details

Product	Product Code	Unit Type	Unit Price	Qty	Discount	Total Price
FTR Gold Recording Suite 7.7 (SaaS)	FTRGRS7.7S	PCS	\$2,150.00	2.00		\$4,300.000
			Subtotal:	\$4,300.000		\$4,300.000
			Estimated Freight			
			QUOTE TOTAL:			\$4,300.000

* If this Order Form is executed and/or returned to FTR Limited ('ForTheRecord') by Client after the Order Start Date above, ForTheRecord may adjust these terms, without increasing the Total Price, based on the date ForTheRecord activates the products above. Following activation, any adjustments to these terms may be confirmed by reference to the order confirmation email sent by ForTheRecord to the Billing Email Address above, and/or by contacting accounts@fortherecord.com.

+ The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Prices shown above do not include any taxes that apply. Any such taxes that are the responsibility of ForTheRecord will be calculated upon invoicing. This is not an invoice.

FTR may, upon no less than sixty (60) days prior to the anniversary of the Effective Date, increase its pricing set forth herein by the lesser of: (i) five percent (5%), or (ii) the annual percentage increased in the Consumer Price Index, published by the U.S. Department of Labor's Bureau of Labor Statistics, based on the U.S. City Average for All Urban Consumers and All Items for the published previous twelve (12) months.

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

If Yes, please check here: and complete the following:

PO Number: _____

PO Amount: _____

Acceptance & Confirmation

Upon signature by Client and submission to ForTheRecord this Order Form shall become legally binding and governed by the *For The Record Master Services Agreement* between ForTheRecord and the Client, unless this Order Form is rejected by ForTheRecord. ForTheRecord may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Client: Michigan - City of Wyoming

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____

ForTheRecord

Signature: _____

Name: _____

Business Title: _____

Effective Date: _____



ORDER FORM

4050 E. Cotton Center Blvd, Suite 75
Phoenix, AZ 85040

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MASTER SERVICE TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

1.1 “Confidential Information” means all information regarding a party’s business, including, without limitation, technical, marketing, financial, contracts, licenses, operations, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. With respect to FTR, reasonably subject to protection under applicable law, Confidential Information includes the source code, structure and logic of the FTR Offerings and any information derived from or concerning the FTR Offerings, the Documentation and the terms of this Agreement. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential (“**Confidential Client Data**”).

1.2 “Client Data” means any documents, data, or information contained in any document, recording, template or other similar file submitted by Client through the FTR Offerings or provided by Client to FTR as part of the FTR Offerings.

1.3 “Documentation” means any user manuals, handbooks, and online materials provided by FTR to Client that describe the features, functionality or operation of the FTR Offerings.

1.4 “FTR Offerings” means the SaaS Services and/or Software to be provided by FTR to Client in accordance with the terms herein.

1.5 “Order Form” means any written order executed by both parties identify the software and services to be made available by FTR, substantially in the form of the initial order attached hereto.

1.6 “Performance Data” means any log files, metadata and other technical performance data automatically generated by the FTR Offerings relating to the use, performance, efficacy, reliability and/or accuracy of the FTR Offerings.

1.7 “Premium Support” means FTR’s Premium Support offering as further described on **Exhibit A**.

1.8 “SaaS Service” means any hosted service to be provided by FTR to Client in accordance with the terms herein.

1.9 “Software” means the client-side software application(s) to be provided by FTR to Client in accordance with the terms herein.

1.10 “Storage Services” means FTR’s SaaS Service that enables the storage of digital recordings, transcripts and metadata.

2. FTR OFFERINGS

2.1 License to FTR Offerings. Subject to the terms and conditions of this Agreement, FTR hereby grants to Client

a non-sublicensable, non-transferable (except as provided in Section 15.6), non-exclusive right and license to: (i) during the applicable term of the Order Form, access and use the SaaS Services, and (ii) install, execute and use the Software for the term set forth in the applicable Order Form, in each case, in accordance with the applicable Documentation and solely for Client’s internal business purposes (not for further resale and distribution). Client may also request one (1) copy of the Software for back-up, disaster recovery or archival purposes only.

2.2 Support. FTR will (i) provide Client with access to any bug fixes, hot patches and error corrections that FTR generally releases to other customers of the FTR Offerings, (ii) use commercially reasonable endeavors to provide the SaaS Services, and (iii) provide Premium Support as set forth on **Exhibit A** when Premium Support is noted on an executed Order Form.

2.3 Updates and Modifications. Client acknowledges and agrees that FTR may, from time to time, make certain updates and modifications to the FTR Offerings; *provided, that*, FTR shall not, during the term of any applicable Order Form, remove or substantially degrade, any material feature or function of the applicable FTR Offerings.

3. IMPLEMENTATION AND TRAINING. From time to time, the parties may enter into written work orders that reference this Agreement (each, a “**Statement of Work**”), describing certain configuration, implementation, training and other professional services to be provided by FTR (“**Professional Services**”). FTR will perform the Professional Services in a professional and workmanlike manner. Client agrees to perform any of its obligations set forth in any Statement of Work, and will reasonably cooperate with FTR in the performance of the Professional Services, including, without limitation, providing all information and personnel reasonably requested by FTR in the performance of the Professional Services. In addition, Client will provide any required consents in a timely manner.

4. RESTRICTIONS. Client will not, and will not permit any end user of the FTR Offerings to: (a) use the FTR Offerings to harvest, collect, gather or assemble information or data regarding any third parties without their consent; (b) reverse engineer, disassemble or decompile any component of the FTR Offerings; (c) sublicense any of Client’s rights under this Agreement, or otherwise use the FTR Offerings for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the FTR Offering; or (e) otherwise use the FTR Service in any manner that exceeds the scope of use permitted under **Section 2.1**.

5. FEES AND PAYMENT.

5.1 Fees. Client will pay the fees set forth on the applicable Order Form (“**Fees**”).

5.2 Payments. Other than Fees pertaining to Professional Services, all Fees are due and payable in advance. Client will pay FTR all amounts due under this Agreement

within thirty (30) days after the date of the invoice therefor. Any amount that is not paid when due will accrue interest at one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5.3 Taxes. Client (if Client does not provide tax-exempt certificate) will be responsible for payment of all taxes (other than taxes based on FTR's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to FTR under this Agreement or the provision of the FTR Technology to Client. Client will make all payments of Fees to FTR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to FTR will be Client's sole responsibility, and Client will provide FTR with official receipts issued by the appropriate taxing authority, or such other evidence as the FTR may reasonably request, to establish that such taxes have been paid.

5.4 Records; Audit. During the term of this Agreement, and for at least three (3) years after its expiration or termination ("**Records Term**"), Client will maintain at its principal place of business complete and accurate records with respect to Client's activities pursuant to this Agreement, including the number of courtrooms in which the FTR Offerings were used/deployed, the FTR Offerings used in each courtroom and all other data reasonably needed for verification of amounts to be paid to FTR under this Agreement. During the Records Term, FTR will have the right, during normal business hours and upon at least ten (10) days prior notice, to have an independent audit firm selected by FTR and reasonably acceptable to Client inspect Client's facilities and audit Client's records relating to Client's activities pursuant to this Agreement in order to verify that Client has paid to FTR the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at FTR's expense, unless the audit reveals that Client has underpaid the amounts owed to FTR by five percent (5%) or more during the audited period, in which case Client will reimburse FTR for all reasonable costs and expenses incurred by FTR in connection with such audit. Client will promptly pay to FTR any amounts shown by any such audit to be owing plus interest as provided in the subsection titled Payments. Such audits will be conducted no more than once in any period of twelve consecutive months. Any confidential or proprietary information of Client disclosed to FTR or the independent accounting firm in the course of the audit will be deemed the Confidential Information of Client, and any independent auditing firm will agree to be bound by confidentiality terms at least as protective as those set forth in the section titled Confidentiality.

6. CONFIDENTIAL INFORMATION. The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the FTR

Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

7. DATA SECURITY. FTR will implement and maintain throughout the term of this Agreement, commercially reasonable administrative, physical and technical safeguards designed to protect any Client Data collected by the SaaS Services against accidental loss and unauthorized access, disclosure and use. Unless otherwise agreed by Client, all Client Data will be processed in the United States. In the event FTR becomes aware of any accidental loss or unauthorized access, disclosure or use of any Confidential Client Data that is personal data or personally identifiable information as defined under laws applicable to the FTR Offerings (a "**Security Incident**"), FTR will (i) promptly notify Client of such Security Incident, and (ii) provide Client with a description of the Security Incident, including, to the extent known to FTR, the nature of the information compromised, along with regular updates related thereto, and steps being taken to mitigate the potential risks associated with such Security Incident. Client is solely responsible for compliance with incident notification laws applicable to Client and fulfilling any third party notification obligations related to any Security Incidents. FTR's notification of or response to any Security Incident under this Section 7 will not be construed as an acknowledgement by FTR of any fault or liability with respect to the Security Incident.

8. OWNERSHIP.

8.1 FTR System and Technology. Client acknowledges that FTR retains all right, title and interest in and to the FTR Offerings, Performance Data and all software and all FTR proprietary information and technology used by FTR or provided to Client in connection with the FTR Offerings (the "**FTR Technology**"), and that the FTR Technology is protected by intellectual property rights owned by or licensed to FTR. Other than as expressly set forth in this Agreement, no license or other rights in the FTR Technology are granted to the Client.

8.2 Client Data. Client retains all right, title and interest in and to the Client Data. Client hereby grants to FTR a non-exclusive, royalty-free and fully paid license to use Client Data for the purpose of providing the FTR Offerings and Professional Services. In addition, Client hereby grants to FTR a non-exclusive, royalty-free, fully-paid, irrevocable and perpetual right and license to use Client Data (i) on an

aggregated and de-identified basis, and (ii) collected from, or in connection with, public courtroom proceedings, in each case, for the purpose of testing, product maintenance, support, development and improvement of FTR's products and services. Further and without limiting the foregoing, Client acknowledges and agrees that FTR may be collecting personal information from users and data subjects of the FTR Offerings in connection with its privacy policy available at: <https://www.fortherecord.com/privacy/>, as may be updated by FTR from time to time. FTR will not otherwise knowingly use or access any Client Data unless authorized to do so by Client.

8.3 Performance Data. FTR shall have the right to collect and analyze Performance Data, and FTR will be free (during and after the term of this Agreement) to use such Performance Data for any legal purpose; *provided, that*, such use does not reveal the identify of Client or any judge, attorney, witness, litigant or other courtroom personnel.

8.4 Feedback. Client hereby grants FTR a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the FTR Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the FTR Service. FTR shall not identify Client as the source of any such feedback.

9. CLIENT'S OTHER OBLIGATIONS

9.1 Compliance with Laws. Client will at all times comply with all laws and regulations applicable to its use of the FTR Offerings, including providing any notices and/or collecting any consents necessary to record any individual's name, statement(s), recording(s), likeness, image, biographical information or other personal information in connection with the FTR Offerings.

9.2 Account and Passwords. Client will be solely responsible for (i) maintaining the confidentiality and security of all user name(s), password(s) and other access credential(s) used by Client to access its FTR Offerings account ("**Account**"), and (ii) any unauthorized use of Client's Account (except to the extent caused by FTR's willful misconduct or negligence). In the event of any unauthorized use of Client's Account, Client will promptly notify FTR and take any actions reasonably requested by FTR in connection with such unauthorized access.

9.3 Equipment and Facilities. Except to the extent expressly undertaken by FTR as part of its Professional Services under a Statement of Work, Client is solely responsible for providing, installing and maintaining, at its sole cost and expense, all equipment, hardware, peripherals, facilities, software and services necessary for Client's access to and use of the FTR Offerings, including without limitation, all cameras, recorders, mixers and microphones as may be required to use the FTR Offerings in accordance with the terms herein.

9.4 Client Backups. Unless Client has an active subscription to the Storage Services, FTR has no obligation to

store any Client Data and Client shall be solely responsible for creating and maintaining backups of Client Data. In the event Client has an active subscription to the Storage Services, Client will be solely responsible for specifying which items of Client Data will be backed up by the Storage Services. FTR will have no liability for any failures by Client to backup any Client Data that was not required to be backed up in connection with the Storage Services.

9.5 Recording Responsibility. Client acknowledges and agrees that Client is responsible for starting and stopping all recordings, including audio and visual recordings, to be created in connection with the FTR Offerings. FTR will have no liability for any failures or omissions of Client or its personnel, to start or stop any recordings.

10. TERM AND TERMINATION

10.1 Term. Unless earlier terminated pursuant to the subsection titled Termination, the term of this Agreement shall commence as of the Effective Date and shall continue for period of three (3) years (the "**Term**"); provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall be renewed for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 10.

10.2 Termination.

(a) For Breach. Either party (the "**Non-breaching Party**") may terminate this Agreement, effective immediately upon written notice to the other party (the "**Breaching Party**"), if the Breaching Party materially breaches any provision of this Agreement and does not substantially cure the breach within sixty (60) days after receiving written notice thereof from the Non-breaching Party.

(b) Changes in Law. If the obligations imposed upon either party under this Agreement are materially changed, or are made illegal, pursuant to a statute or court mandate (including, without limitation, local court rules and state Supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes within fourteen (14) days, then either party may terminate this Agreement upon ten (10) days written notice to the other party.

10.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts owed to FTR under this Agreement before such termination or expiration will be immediately due and payable, (excluding with respect to perpetual Software licenses) all licensed rights granted in this Agreement will immediately cease to exist, and Client must promptly discontinue further use of the FTR

Offerings, and Client must return to FTR any copies of the Documentation that the Client is not entitled to keep pursuant to this subsection and certify to FTR in writing signed by an officer of Client that it has fully complied with the foregoing.

10.4 Access to Data. For a period of thirty (30) days after the termination/expiration of this Agreement, Client shall have the right to download, in a format supported by FTR, electronic versions of the Client Data that are available in the SaaS Services. At the end of such ninety (90) day period, FTR shall have no further obligation to host any Client Data.

10.5 Survival. Sections and subsections titled Definitions, Restrictions, Ownership, Fees and Payment, Confidential Information, Warranties; Disclaimer, Indemnification, Limitation of Liability, Effects of Termination, Access to Data, Survival, and General Provisions will survive expiration or termination of this Agreement for any reason.

11. WARRANTY; DISCLAIMER.

11.1 Limited Warranty. FTR warrants that when used as permitted by FTR and in accordance with the Documentation (i) during the term of this Agreement, the SaaS Service, and (ii) for a period of ninety (90) days from the date of delivery, the Software, in each case will operate as described in the Documentation in all material respects. If Client notifies FTR of any breach of the foregoing warranty, FTR shall, as Client's sole and exclusive remedy, use commercial reasonable efforts to repair or replace the non-conforming FTR Offering as quickly as is reasonably possible. Notwithstanding anything to the contrary herein, the foregoing warranty will not apply to any Software that is made available free of charge.

11.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE FTR OFFERING AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (B) FTR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 Client Data Disclaimer. Client acknowledges that FTR does not edit, and cannot verify, the completeness or accuracy of the Client Data or any information therein. FTR has no control over the content of any Client Data made available through the FTR Offerings, and FTR shall not be responsible for any actual or alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Data.

12. INDEMNIFICATION

12.1 By FTR. FTR will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the FTR Technology infringes any U.S. copyrights or patents or misappropriates any trade secrets, and FTR will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to

in a monetary settlement of such action. If any FTR Technology becomes, or in FTR's opinion is likely to become, the subject of an infringement claim, FTR may, at its option and expense, either (a) procure for Client the right to continue exercising the rights licensed to Client in this Agreement; (b) replace or modify the FTR Technology so that it becomes non-infringing and remains functionally equivalent; or (c) refund to Client any payments of prepaid Fees made by Client to FTR pursuant to the subsection titled Fees and Payment (to the extent that such payments have not been recouped through credits against accrued Fees), and terminate this Agreement by written notice to Client, in accordance with the subsection titled Notices. Notwithstanding the foregoing, FTR will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the FTR Technology by Client or any of its personnel; (x) any use of the FTR Technology in combination with other products, equipment, software, or data not supplied by FTR or authorized by FTR in writing; (y) any use, reproduction, or distribution of any release of the FTR Technology other than the most current release made available to Client; or (z) any modification of the FTR Technology by any person other than FTR or its authorized agents or contractors. This subsection states FTR's entire liability and Client's sole and exclusive remedy for infringement claims and actions.

12.2 Procedure. As a condition of FTR's performance of its indemnification obligations hereunder, Client must (a) promptly notify FTR of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "**Claim**"); *provided, that*, FTR shall only be relieved of its obligations hereunder to the extent any delay by Client materially prejudices FTR's ability to defend such Claim, and (b) give the FTR the sole control over the defense and settlement of such Claim; *provided, that*, FTR may not enter into any settlement that requires Client to admit liability or pay any sum without the prior written consent of Client, such consent not to be unreasonably withheld, delayed or conditioned.

13. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FTR OR CLIENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL FTR'S OR CLIENT'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY FTR FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

14. INSURANCE. During the term of this Agreement, FTR will maintain the following insurance coverage: (a) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and

\$2,000,000 in the aggregate, and (b) Worker's Compensation Insurance in amounts required by applicable law.

15. GENERAL PROVISIONS

15.1 Governing Law. This Agreement and any actions related thereto will be governed by and under the Federal laws of the United States of America, and, to the extent not superseded by such federal laws, the state of Delaware, without giving effect to any conflicts of law principles that require the application of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15.2 Export. Client agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from FTR, or any products utilizing such data, in violation of the United States export laws or regulations.

15.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.5 Remedies. Except as provided in the sections titled Indemnification and Limited Warranty, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the FTR Offerings, and Documentation contain valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of the subsections titled Restrictions, or the section titled Confidentiality or any other breach of its obligations with respect to intellectual property rights of FTR will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

15.6 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.7 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by any event beyond the control of such party, including without limitation, issues arising from bugs or other problems in the software,

firmware or hardware of a party's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, pandemic, epidemic, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror (a "*Force Majeure Event*"), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

15.8 Independent Contractors. Client's relationship to FTR is that of an independent contractor, and neither party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of FTR.

15.9 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Initial Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

15.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

15.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and CEO of FTR.

EXHIBIT A
PREMIUM SUPPORT

1. DEFINITIONS. The following capitalized terms will have the definitions set forth below:

1.1 “Normal Business Hours” means **4 a.m. to 5 p.m. Pacific Time Monday through Friday** excluding federal holidays.

1.2 “Scheduled Downtime” means the total amount of time during any calendar month, measured in minutes, during which Client is not able to access the SaaS Service due to planned system maintenance performed by FTR. FTR will exercise reasonable efforts to perform scheduled system maintenance between the hours of 10 p.m. and 2 a.m. Pacific Time. FTR will provide Client with reasonable prior notice of such Scheduled Downtime.

“Update” means a revision to the Software to provide bug fixes, corrections and minor enhancements. Updates are designated by progressing the version number to the right of decimal (e.g. v 1.1 to v 1.2)

“Upgrade” means any new version of the Software incorporating major new features and enhancements. Upgrades are designated by progressing the version number to the left of the decimal (e.g. v 1.0 to v 2.0).

HELP DESK SUPPORT

2.1 Help Desk. FTR will provide telephone or e-mail support for the FTR Offerings covered under this Premium Support addendum during FTR’s Normal Business Hours to assist in identifying and diagnosing problems with the FTR Offerings (such as error messages, bug fixes, basic “*how-to*” functionality questions, installations, Software Updates and Software Upgrades). All Help Desk calls shall, if necessary, be prioritized according to the severity of a call, as determined by FTR in its discretion. FTR Help Desk hours, time zones, and policies are subject to change at the option of FTR. Help Desk Support does not include Professional Services which shall expressly be undertaken through Statement of Work.

1.2 Contacts. Client shall appoint up to three (3) people as its authorized customer support contacts. Upon acknowledgement by FTR, authorized technical support contacts may contact FTR for support. Authorized technical support contacts must complete training on the operation and maintenance of the FTR Offerings as specified by FTR.

Assistance. Client shall promptly advise FTR of any failure with the FTR Offerings to comply with its Documentation in all material respects and shall provide reasonable assistance and cooperation to allow FTR to define and resolve such non-compliance. This includes providing (i) a detailed problem description; (ii) reasonable efforts to reproduce the problem; and (iii) reasonable access to authorized customer support contacts.

Remote Diagnostics. Client agrees to allow FTR reasonable remote access to the Software in order to provide the necessary support pursuant to this Premium Support addendum. Remote Diagnostics may include, with Client acceptance, Enterprise Monitoring Service (“EMS”), a SaaS Service included with Premium Support. Any Professional Services required to activate EMS shall be expressly undertaken through Statement of Work.

Response and Resolution Times. During Normal Business Hours, FTR will provide an initial response to any support request within eight (8) business hours. Thereafter, FTR will use commercially reasonable efforts to provide a work around and/or permanent fix within two (2) business days. Progress of FTR’s efforts may be tracked through its customer portal. Should FTR, in its sole judgment, determines that there is a reproducible error in the Software, it will, at its sole option, provide Client with a fix/workaround, or instruct Client to install a newer version of the Software with that error corrected.

Exceptions to Support. FTR will have no obligation under with respect to any errors, defects, delays, downtime or other support issues to the extent caused by: (i) non-compliance by Client with any provision of this Premium Support addendum; (ii) incompatibility of Client's equipment or software with the SaaS Service or Software; (iii) actions or inactions of Client or third parties; (iv) Client's use of the SaaS Service or Software after FTR has advised Client to modify its use of the SaaS Service or Software, if Client did not modify its use as advised; (v) acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the SaaS Service by means of Client's passwords or equipment; (vi) performance of Client's systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Client's bandwidth limitations; or (ix) Scheduled Downtime.

2. CLIENT REQUIREMENTS.

Client Networks and Support Environment. Client is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Client is responsible for correctly configuring its systems in accordance with any instructions provided by FTR, as may be necessary for provision of access to the features and functions of the SaaS Service and Software. Information related to supported environments may be found in the Documentation at www.fortherecord.com.

Client Assistance. Client will reasonably cooperate with FTR with any support request, and provide FTR with such information as reasonably requested by FTR, including, without limitation: (a) a general description of Client's operating environment, (b) a list of all hardware components, operating systems and networks, (c) information necessary for FTR to reproduce the issue, and (d) any log files, trace and system files FTR requests, to assist with troubleshooting the issue. Client acknowledges that any failure to provide this information may prevent or delay FTR in providing support contemplated hereunder, and that FTR will not be responsible for any such delays.

Maintenance. FTR will provide Updates to the Software that are commercially released during the Term. All Updates are released in the sole discretion of FTR, and FTR has no obligation to create any Updates. Premium Support does not include the provision of Upgrades.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE TO UPGRADE THE
BEYONDTRUST REMOTE SUPPORT SOLUTION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from BeyondTrust Corporation to upgrade the BeyondTrust remote support solution in the total estimated amount of \$16,055.08.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from BeyondTrust Corporation to upgrade the BeyondTrust remote support solution.
2. City Council authorizes the City Manager to sign the quote.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: May 14, 2025
Subject: BeyondTrust Remote Support Upgrade
From: Paul Gerndt, Director of Information Technology
Meeting Date: May 19, 2025

RECOMMENDATION:

It is recommended the City Council authorize the City Manager to accept a quote from BeyondTrust Corporation to upgrade the BeyondTrust remote support solution at a cost of \$16,055.08.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL -- The careful and responsible management of city funding and resources to support our community.”

DISCUSSION:

The Information Technology department has used the BeyondTrust remote support solution for many years to enable remote access to end-user computers for file transfer, configuration and screen sharing. The solution improves staff effectiveness by reducing the amount of time it is otherwise required for staff to travel to a user’s desk or work site.

The current version of BeyondTrust remote access solution being used by staff is not compliant with the latest FIPS standards as required by CJIS (criminal justice information system) policies. FIPS Stands for Federal information Processing Standards, which are a set of security and interoperability standards developed by the U.S. National Institute of Standards and Technology (NIST). These standards cover various topics including encryption and data security. The FIPS standards have recently been updated to version 140-3. This upgrade will help the IT Department maintain compliance with the latest CJIS policies and strengthen the security of remote support across the enterprise.

The BeyondTrust remote access solution is licensed by number of concurrent users. The recent addition of staff and contractors has resulted in the need to increase the

number of concurrent users to ensure that a license is available for staff to work effectively.

BeyondTrust Corporation is the sole source provider of the BeyondTrust remote support solution; therefore, no competitive quotes have been provided. The attached quote provides for an upgrade of the BeyondTrust remote support solution to the latest FIPS certified version and increases the concurrent user count by two seats. Since we are part-way through the current contract, BeyondTrust will provide credit for the remainder of the current contract, effective June 30, 2025, resetting the maintenance contract dates to align with the city's fiscal calendar.

BUDGET IMPACT:

Funds are planned and available in account 101-228-22800-806.000 – General Fund, Information Technology – Software Services.

Attachment:
BeyondTrust Quote



BeyondTrust Corporation
 11695 Johns Creek Parkway, Suite 200
 Johns Creek, GA 30097
 Phone: (770) 407-1800
 Fax: (770) 407-1949

Sales Rep.

Patricia Lawson
 plawson@beyondtrust.com

Date

May 4, 2025

Quote #

Q-1036187-1

Quote | Order Form

Bill To:

City of Wyoming Accounts Payable
 City of Wyoming
 Information Technology
 1155 28th Street Southwest
 Wyoming, MI 49509
 UNITED STATES

Ship To:

Todd Curran
 City of Wyoming
 Information Technology
 1155 28th Street Southwest
 Wyoming, MI 49509
 UNITED STATES

*Must match shipping address on purchase order (if applicable)

Quote Expiration Date: June 30, 2025

Non- Recurring

SKU	Product Name	Qty	Unit Price	Addtl Discount	Total Discount	Net Unit Price	Net Price
RSU-LIC	Remote Support Concurrent User License	-6	USD 3,605.00	100%	USD -21,630.00	USD 0.00	USD 0.00
BT-APP-B-VM	BeyondTrust Appliance B Series-VM	-1	USD 4,080.00	100%	USD -4,080.00	USD 0.00	USD 0.00
PSPKG-RS-PSRE-T1	Remote Support - Remote Only - Tier 1 Implementation Package	1	USD 3,000.00	0%	USD 0.00	USD 3,000.00	USD 3,000.00
SRA-MNT-CREDMP	Secure Remote Access Credit (Maintenance Paid)	1	USD 0.00		USD 2,378.78	USD -2,378.78	USD -2,378.78
TOTAL:							USD 621.22

Recurring

SKU	Product Name	Start Date	End Date	Qty	Unit Price	Addtl Discount	Total Discount	Net Unit Price	Net Price
RSU-MNT	Remote Support Concurrent User Maintenance	July 1, 2025	June 30, 2026	-6	USD 793.10	100%	USD -4,758.60	USD 0.00	USD 0.00
BT-APP-B-VM-MNT	BeyondTrust Appliance B Series-VM - Maintenance	July 1, 2025	June 30, 2026	-1	USD 898.00	100%	USD -898.00	USD 0.00	USD 0.00
BT-APP-B-VM-SUB	BeyondTrust Appliance B Series-VM- Subscription	July 1, 2025	June 30, 2026	1	USD 2,040.00	48.05%	USD 980.22	USD 1,059.78	USD 1,059.78
RSU-SUB-FIPS	Remote Support Per Concurrent User FIPS Subscription	July 1, 2025	June 30, 2026	6	USD 2,604.00	38%	USD 5,937.12	USD 1,614.48	USD 9,686.88
RSU-SUB-FIPS	Remote Support Per Concurrent User FIPS Subscription	July 1, 2025	June 30, 2026	2	USD 2,604.00	10%	USD 520.80	USD 2,343.60	USD 4,687.20
TOTAL:									USD 15,433.86

SUBTOTAL: USD 16,055.08
TAXES: USD 0.00
QUOTE TOTAL: USD 16,055.08

If Tax Exempt, please e-mail tax exemption certificate to sales representative

Comments

With this purchase customer is migrating 6 units of Remote Support Concurrent User License and 1 unit of BeyondTrust Appliance B Series-VM to 6 units of Remote Support Per Concurrent User FIPS Subscription and 1 unit of BeyondTrust Appliance B Series-VM-Subscription.

Fair Usage Policy for Remote Support: User to Endpoint ratio of 1:150

Fair Usage Policy for Remote Support: User to Endpoint ratio of 1:150

A one-time credit for unused maintenance has been applied in the amount of USD 2,378.78

City of Wyoming agrees to a 12 month prepaid term for licenses/maintenance. City of Wyoming will be invoiced upon execution of quote in the amount of USD 16,055.08 + applicable taxes

Quoted prices do not include any applicable sales, use, withholding, and VAT taxes, and any related import fees, shipping and handling costs, customs, and duties. Taxes on an Order Form are estimates and subject to change. Customers not subject to sales tax should provide evidence prior to binding; exempt documentation must be signed and dated prior to invoicing or customer will be responsible for billed taxes. All sales are final, and prices are in U.S. dollars unless otherwise indicated. Subscription and/or Support Services fees are prorated based on the Effective Date and are therefore subject to change. A binding sale is established upon signature by Customer on this Order Form as of the date signed ("Effective Date"). Order will be invoiced on or around the Effective Date unless otherwise agreed upon. If Customer requires a purchase order, which will be considered only for the purposes of invoicing, and one is not provided as of the Effective Date, Customer can email purchase orders to billing@beyondtrust.com. Purchase orders do not impact the Effective Date, terms and conditions, pricing, or payment terms. Unless otherwise invoiced, payment terms are Net 30 for all products and professional services included on the Order Form. BeyondTrust may waive the requirement for a signed Order Form for an existing customer when a purchase order is provided and agrees to the Order Form, which shall be subject to the terms of the existing agreement between the parties that covers the applicable products. If a purchase order is provided in lieu of signing the Order Form, the Effective Date will be the later of, receipt of the purchase order or the purchase order issue date. By signing this Order Form, Customer is agreeing to the terms and conditions specified in the standard BeyondTrust Software License and Subscription Agreement (the "EULA") located at <https://www.beyondtrust.com/eula> which is incorporated herein by reference. Any varying or additional terms contained in any purchase order or other written notification, or document issued by Customer will be of no force or effect. Professional services must be consumed by Customer within one hundred and eighty (180) days of the Effective Date. Fees paid for unused professional services are not refundable. eLearning Services must be consumed within one year of the date of this Order Form.

Purchase Order Number- For the Purpose of Invoicing

If required for invoicing, indicate purchase order number or if remitting a purchase order, please email purchase order addressed to BeyondTrust Corporation to billing@beyondtrust.com

PO Number: _____

All purchase orders must be made out to:

Beyondtrust Corporation
11695 Johns Creek Parkway, Suite 200
Johns Creek, GA 30097

Signature/Authorization

Agreed and Accepted:

Name _____ Title _____

Signature _____ Date _____

Approved as to form:



Heather Chapman, Deputy City Attorney

BeyondTrust Corporation

11695 Johns Creek Parkway, Suite 200 | Johns Creek, GA 30097

Phone: (770) 407-1800 | Fax: (770) 407-1949

Template Name:Direct Quote - Non-Tiered Version 2| Approved Date:5/4/2025

Payment Information

You may make payment via ACH, EFT, Wire Transfer, or Check. Please note:

Payments must be made in the same currency in which the Notice or Invoice has been issued.

All bank fees from your bank, associated with issuing payments, are the responsibility of the customer.

Please reference the appropriate Notice or Invoice Number(s) on all payments.

For your convenience, you may make a payment by credit card, debit card or bank draft by clicking on the link below.

Note, a 3% non-refundable convenience fee will be added to all credit and debit card payments.

Click here to make payment arrangements online: [Click Here](#)

USD Payments: (for USD Notice/Invoice)	Bank:	JP Morgan Bank,1 New York Plaza, New York, NY 10017
	Recipient/Beneficiary/Payee:	BeyondTrust Corporation
	Account No:	351720971
	ACH Routing number:	061092387
	Wire Routing number:	021000021
	SWIFT/BIC:	CHASUS33
	Mail Checks to :	BeyondTrust Corporation PO Box 734433 Dallas, TX 75373-4433

BeyondTrust Corporation

11695 Johns Creek Parkway, Suite 200 | Johns Creek, GA 30097

Phone: (770) 407-1800 | Fax: (770) 407-1949

Template Name:Direct Quote - Non-Tiered Version 2| Approved Date:5/4/2025

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A SALES AGREEMENT
FOR THE PURCHASE OF A FIRE APPARATUS

WHEREAS:

1. As detailed in the attached staff report, HME, Inc. has provided the City with a sales agreement for a custom-built fire apparatus in the amount of \$928,925.00 using Sourcewell cooperative purchasing contract pricing.
2. As detailed in the attached letter, HME, Inc. has offered a discount of 6% for pre-payment.
3. It is recommended City Council accept the sales agreement and authorize the purchase of the fire apparatus in the total estimated amount of \$873,190.00.
4. A budget amendment is required for the purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a sales agreement with HME, Inc. for the purchase of a fire apparatus.
2. City Council authorizes the prepayment of the fire apparatus in the total estimated amount of \$873,190.00.
3. City Council approves the attached budget amendment.
4. City Council authorizes the City Manager to sign the sales agreement.
5. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Proposal Letter
Sales Agreement
Apparatus Drawing

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: May 19, 2025

Budget Amendment No. 043

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$873,190 of budgetary authority for the purchase of a fire apparatus.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool Fund</u>				
Public Works - Capital Outlay Depreciation and Reserve - Capital Outlay Vehicles				
661-441-58500-985.000	\$ 3,562,626.00	\$ 873,190.00	\$ -	\$ 4,435,816.00
Fund Balance/Working Capital (Fund 661)		<u>\$ -</u>	<u>\$ 873,190.00</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: May 12, 2025
Subject: New Fire Engine
From: Kip Snyder – Deputy Director DPS
CC: Kim Koster - Director DPS
Dennis Van Tassell – Fire Chief
Meeting Date: May 19, 2025

RECOMMENDATION:

It is recommended City Council approve the purchase of a new fire engine from HME, Inc. for \$873,190. This price is contingent on the City providing advanced payment in full when the engine is ordered.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and service.
 - Goal 3 – Improve city infrastructure and service reliability.
 - Goal 4 – Attract, train, and retain a talented workforce.

DISCUSSION:

The Wyoming Fire Department is seeking approval to move immediately toward the purchase of a new HME fire engine. If approved, the new engine is expected to be a replacement engine for the existing HME Engine 71.

Wyoming Motor Pool and Wyoming Fire concur on the recommendation that this engine be replaced for the following reasons; 1) Engine 71 is at its peak for resale value 2) It is anticipated that Engine 71 has a resale value of \$400,000-\$450,000 (original purchase price was \$379,000) 3) There are sufficient, additional MP funds available to cover the purchase 4) Engine 71 is a 2013 model and is beginning to show significant signs of wear (i.e. rusted fuel tank requiring replacement) 5) A substantial increase in maintenance costs is anticipated 6) This engine has accumulated 77,000 miles and also has 6548 hours (This is the equivalent to 392,880 miles utilizing the diesel engine hours conversion formula).

The new engine would be utilized as the front-line apparatus for the Division Avenue Station. The current front-line engine at Division would be designated as a backup reserve engine and would be stored at the Burton Street Station.

We assembled a Wyoming Fire Fleet Advisory Committee, and they have spent considerable time and effort shopping comparable engines from Pierce and HME with the following result.

HME

Cost: \$873,190

Delivery: 5/2026

Service: Local

Pierce

Cost: \$891,000

Delivery: 12/2025

Service: Not Local

Both companies have contracts with the Sourcewell Cooperative Purchasing Plan, so this purchase was not put out to bid.

BUDGET IMPACT:

Sufficient Funds for this asset are budgeted in the Motor Pool Capital Outlay Account #661-441-58500-985.000 pending approval of a budget amendment.

Attachments:

Proposal Letter

Sales Agreement

Apparatus Drawing

Budget Amendment



HME, Incorporated
1950 Byron Center Avenue
Wyoming, MI 49519

Ed Boring Fleet Sales Manager
(843)-816-6686
EBoring@HMETruck.com

May 7, 2025

Dennis Van Tassel - Fire Chief
City of Wyoming Public Safety- Fire Bureau
1250 36th Street
Wyoming, MI 49509

RE: Quotation for Fire Apparatus

Chief Van Tassel,

Please find below and in attachments the specification, drawing and contract document for the purchase of one custom built HME, Inc. fire apparatus as per your specification and requirements. HME fire apparatus is built right here in Wyoming, MI and includes the industry's best warranty (3 years.)

The price for the apparatus with specifications jointly developed between HME and your committee is \$928,925.00 (Nine Hundred Twenty Eight Thousand Nine Hundred Twenty Five Thousand Dollars.) A discount of 6% for pre-payment of the apparatus at the receipt of order will reduce the apparatus cost to \$873,190.00 (Eight Hundred Seventy Three Thousand One Hundred Ninety Thousand Dollars.)

With an anticipated order receipt in May, we plan to manufacture and deliver the apparatus to the City of Wyoming in May/ 26.

Please feel free to reach out to me with any questions you may have. We appreciate the opportunity!

Respectfully submitted,

Ed Boring
Fleet Sales Manager.



APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement (“**Agreement**”) sets forth the terms and conditions under which HME, INC., a Michigan corporation of 1950 Byron Center Ave., Wyoming, Michigan 49519 (“**HME**”) will sell an apparatus as further identified on *Schedule A* (“**Apparatus**”) to the following buyer (“**Buyer**”) and Buyer will purchase the Apparatus.

Buyer:

(Name of Buyer)		

(Street)		
_____	_____	_____
(City)	State	Zip)
Attention: _____		
Telephone No. _____		
E-mail Address: _____		

This Agreement is comprised of this Signature Page, the attached *Schedule A*, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

HME, INC.

(Type or Print Buyer’s Name)

By: _____

(HME Signature)

(Type or Print Individual’s Name)

Its: _____

(Type or Print Individual’s Title)

Date: _____

(Type or Print Buyer’s Name)

By: _____

(Buyer Signature)

(Type or Print Individual’s Name)

Its: _____

(Type or Print Individual’s Title)

Date: _____

SIGNATURE PAGE

Approved as to form:

Heather Chapman, Deputy City Attorney

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	
Date of Specifications:	
Price:	
Pre-Construction Conference Date: (if needed)	
Expected Delivery Date:	
Additional Terms:	

GENERAL TERMS AND CONDITIONS

1. **Change Orders.**

(a) Subject to the limitation below, for a period of 8 weeks after the execution of this Agreement HME agrees to review and respond to requested changes to the Apparatus by Buyer upon Buyer submission of a written change request describing the exact nature of the changes requested. HME will review such a request and advise Buyer of any changes to the price for the Apparatus and the delivery schedule for the Apparatus caused by the requested changes. If Buyer and HME agree to the changes, including the changes, if any, to the price and delivery date, then HME and Buyer will execute a change order setting for the terms of the changes.

(b) Buyer may not request changes in major components, Apparatus configuration, or other changes that may change the major components or configuration of the Apparatus, (e.g.: engine, transmission, axles, water tank, body, or fire pump).

2. **Alternative Components.** If HME is not able to obtain specific brand name components (“**Named Components**”) set forth in the specifications identified on *Schedule A* (“**Specifications**”) or if waiting for such Named Components will cause a delay in construction or delivery of the Apparatus, HME will notify Buyer of the delay. HME agrees to make reasonable efforts to locate alternative sources of the Named Components provided HME will have no liability for any delay caused by issues in obtaining the Named Components. HME will not substitute a Named Component without the consent of Buyer. HME has the right to substitute raw materials and other components, excluding the Named Components, identified in the Specifications that do not affect the overall appearance or function of the Apparatus.

3. **Delivery, Inspection, Title and Risk of Loss.**

(a) HME agrees the Apparatus will be ready for delivery by the expected delivery date set forth in *Schedule A* (“**Delivery Date**”). The Delivery Date assumes that (i) Buyer has paid for the Apparatus according to this Agreement; (ii) if a pre-construction conference date is set forth in *Schedule A* that such conference is satisfactorily completed by both parties; and (iii) that no changes have been requested to the Specifications. If any of these conditions are not satisfied, the Delivery Date may be extended by HME.

(b) Unless otherwise specified on *Schedule A*, delivery of the Apparatus shall be EXW (Incoterms 2020) HME’s facility in Wyoming, Michigan. HME will provide Buyer with a notice of when the Apparatus is ready for delivery.

(c) Buyer agrees to inspect the Apparatus and remove the Apparatus from HME’s facility within seven days of notice from HME that the Apparatus is ready for delivery.

(d) Title and risk of loss for the Apparatus shall pass to Buyer upon HME’s notice to Buyer that the Apparatus is ready for delivery at HME’s facility.

4. **Force Majeure.** HME is not liable for unforeseeable penalties or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond HME’s reasonable control, including, without limitation, (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) industrial disturbances.

5. **Price and Payment.**

(a) Subject to any changes as provided in this Agreement or as agreed to by Buyer and HME under the terms of this Agreement, the price for the Apparatus is set forth on *Schedule A* (“**Price**”). The

Price is in U.S. dollars, and does not include any taxes, freight, duty, tariffs, assessments or similar charges, which shall be Buyer's sole responsibility and liability. The Price is subject to increase because of changes in market conditions or increases in HME's cost of raw materials or components. HME will provide the Buyer with notice of any change to the Price based on increases to HME's cost.

(b) Unless otherwise specified on **Schedule A**, Buyer shall pay the Price in full upon delivery of the Apparatus to Buyer at HME's facility. Unless otherwise specified on **Schedule A**, the Apparatus will not leave HME's facility until payment has been received in full for the Apparatus. All payments shall be in U.S. currency. HME reserves the right to assess finance charges on any past due amounts at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. HME shall be entitled to recover its reasonable attorney fees and costs incurred in connection with collection of any past due amounts owing under this Agreement.

(c) HME will not accept any payment made to HME's sales representatives. All payments of the Price will be made exclusively to HME at 1950 Byron Center Avenue, Wyoming, Michigan 49519, Attention: Accounts Receivable.

6. **Warranty.** HME's exclusive warranty for the Apparatus is set forth in the Specifications.

7. **Use of Equipment; Indemnification.** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by HME; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered or bypassed. Buyer agrees to indemnify and hold HME harmless from and against all claims, damages and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach by Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

8. **Limitation on Damages.**

(a) EXCEPT AS SET FORT IN THE SPECIFICATIONS, HME DOES NOT MAKE ANY WARRANTY AS TO THE APPARATUS AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE APPARATUS. HME shall not have any tort liability to Buyer or any other person with respect to any of the Apparatus and shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages arising from any product defect, delay, nondelivery, recall or other breach. Buyer shall not have any right of rejection or of revocation of acceptance of the Apparatus.

(b) IN ADDITION TO THE LIMITATIONS IN THE PRECEDING CLAUSE, HME'S TOTAL LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE APPARATUS SHALL NOT EXCEED THE COST OF PROVIDING REPLACEMENT ITEMS OF THE APPARATUS FOR THOSE ITEMS OF APPARATUS NOT COMPLYING WITH THE TERMS OF THIS AGREEMENT OR, AT HME'S ELECTION, TO THE REFUND OR CREDITING OF BUYER OF THE AMOUNT EQUAL TO THE PRICE PAID BY BUYER FOR THE APPARATUS.

9. **Permits and Compliance.** HME is not responsible for obtaining any permit, inspection or license that is required for the operation of the Apparatus or placing the Apparatus in service in a particular jurisdiction. Except as set forth in the Specifications, HME does not make any promise or representation that the Apparatus will conform to any law, ordinance, regulation, code or standard.

10. **Intellectual Property and Confidentiality.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that HME creates or develops in the course of HME's design, development or manufacture of the Apparatus and all drawings and specifications that HME provides to Buyer ("**Intellectual Property**") shall be HME's sole property, and Buyer

assigns, and agrees to assign, to HME all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about HME's business, operations or activities, except to the extent necessary for Buyer to use the Apparatus.

11. **Cancellation.** Buyer does not have any right to cancel its agreement to buy the Apparatus from HME unless HME increases the Price. If HME increases the Price, Buyer will have fifteen days from the date of Buyer's receipt of the notice of the increase in the Price to cancel this Agreement. If HME agrees in writing to permit cancellation of this Agreement for any other reason, then Buyer shall immediately pay to HME a cancellation charge in an amount HME determines taking into consideration (a) the realizable value to HME of any standard components that HME purchased or ordered before cancellation, (b) the realizable scrap value to HME of the remaining material and tooling that HME purchased, fabricated or ordered before cancellation and (c) any direct labor costs that HME incurred. HME has the right to terminate this Agreement by providing notice to Buyer upon the occurrence of any events described in the paragraph titled "Force Majeure" or if HME is unable to obtain raw materials or components for the Apparatus in a timely or reasonable manner or otherwise produce the Apparatus. Upon termination of this Agreement, Buyer shall deliver to HME all materials relating to the Apparatus including, without limitation, all diagrams, drawings, blueprints, memoranda, specifications, and related documents. Buyer shall not retain any photocopies or other facsimiles of any of the materials.

12. **Tag-On / Additional Orders.** At its sole discretion, HME may allow the terms of this Agreement to be extended to both Buyer and similar agencies for the purchase of a similar Apparatus under similar terms for a period of one (1) year from the date of the execution of this Agreement. HME may adjust the Price to account for equitable Price adjustments associated with the change in the cost of the materials used to produce the Apparatus. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing Price changes expected by HME from the component vendors. If there are any changes between the Apparatus purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary adjustments to the Price. If the purchasing agency is not Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

13. **HME's Rights.** HME has all rights and remedies that applicable law gives to sellers. HME's rights and remedies are cumulative, and HME may exercise them from time to time. HME's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.

14. **Time for Bringing Action.** Any action that Buyer brings against HME for breach of this Agreement or for any other claim that arises out of or relates to the Apparatus or its design, manufacture, sale or delivery must be brought within one year after the cause of action accrues.

15. **Applicable Law.** This Agreement between HME and Buyer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Either party may bring any action that arises out of or relates to this Agreement in any federal or state court in Kent County, Michigan that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

16. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties address as set forth on the first page of this Agreement. Either party may change such address by giving notice to the other party of such change.

17. **Amendment and Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. **Binding Effect; Benefits; Assignment.** All of the terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by and against the successors and authorized assigns of each other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement, this Agreement being for the exclusive benefit of the parties and their respective heirs, personal representatives, successors and authorized assigns. No party will assign any of its respective rights or obligations under this Agreement to any other person without the prior written consent of the other party.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by .pdf or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce Act of 2000, Public Law 106-229, as amended (e.g., Adobe eSign or DocuSign) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The signatures of the parties transmitted electronically will be “electronic signatures” within the meaning of the Uniform Electronic Transaction Act (USA) and the Electronic Commerce Directive (EU) in all jurisdictions where the legislation has been adopted.

20. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between Buyer and HME with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties; *provided, however*, that nothing in this Agreement shall terminate, amend or modify any previously executed confidentiality agreement(s) between Buyer and HME. The Specifications and contents of **Schedule A** shall be incorporated into, made a part of and governed by the terms of this Agreement. If there is a conflict between these Terms and Conditions and the Specifications or any information on **Schedule A**, these Terms and Conditions shall control, unless **Schedule A** specifically amends these Terms and Conditions by reference to Paragraphs to be amended.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR THE RECONDITIONING OF ONE TRANSFER PUMP AND MOTOR

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Peerless Midwest, Inc. for the reconditioning of a transfer pump and motor at the Drinking Water Plant in the total estimated amount of \$41,453.00.
2. It is further recommended City Council authorize a 20% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the reconditioning of a transfer pump and motor at the Drinking Water Plant.
2. City Council authorizes a 20% contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on May 19, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: May 5, 2025
Subject: DWP Transfer Pump and Motor Reconditioning
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: May 19, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Peerless Midwest, Inc. for the reconditioning of one transfer pump and motor in the amount of \$41,453.00 plus a 20% contingency for a total amount of \$49,800.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Drinking Water Plant operates eight transfer pumps that move clean, potable water from the filter clear wells to ground storage tanks and high-service pumps. One of these, a 1965 Lane & Bowler pump powered by a GE 100 HP motor, recently failed. Skilled plant staff promptly removed and disassembled the pump for evaluation and discovered a broken pump shaft. Given the equipment age, it is prudent to fully recondition the pump and motor to ensure optimal performance and maximize longevity.

To facilitate this, utility staff issued a Request for Proposal (RFP) for the reconditioning of both the pump and motor. The RFP was sent to five companies with the specialized expertise and equipment required for pumps and motors of this size. Four companies conducted site visits to inspect the pump and motor and three submitted proposals. A summary of the costs is provided in the tabulation below.

After reviewing the proposals, Peerless Midwest was identified as the lowest qualified bidder. In operation since 1973, Peerless Midwest has a long-standing reputation for pump repair services throughout the Midwest. Due to the potential for unforeseen challenges during the reconditioning and installation process of a pump of this scale, it is recommended that the City

Council approve the proposal from Peerless Midwest, Inc. in the amount of \$41,453.00 plus a 20% contingency for a total amount of \$49,800.00.

TABULATION:

Bidder	Motor Recondition Amount	Pump Recondition Amount	Total Amount
Peerless Midwest, Inc.	\$3,928.00	\$37,525.00	\$41,453.00
KSB Dubric, Inc.	\$8,185.00	\$59,878.00	\$68,063.00
L.D. Docsa Associates, Inc.	Included	Included	\$275,000.00

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-55300-930.000.

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(WITH RFP)

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

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

Contractor means:

Peerless Midwest, Inc.
[Name of contracting entity]
An Indiana corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
505 Apple Tree Dr
[Contractor's street address]
Ionia, MI 48846
[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 6, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposals attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

None.

[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 provided before beginning any Work.

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

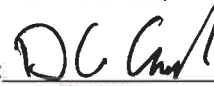
Date signed: _____, 20__

Approved as to form:



Heather Chapman, Deputy City Attorney

Peerless Midwest, Inc.

By:  _____
[Signature officer, director, or principal of Contractor]
DC Coalter, Project Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: May 5, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

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

3. **Grant Compliance.** If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2025 (it may be updated), that is General Decision Number MI20250088 dated 01/24/2025, <https://sam.gov/wage-determination/MI20250088/1>. It is updated at least annually.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPMI/documents/Section-3-FAQs.pdf>).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

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

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally

charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination.

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals speak English less than very well, Contractor must use language assistance services in communications.

D. Contractor certifies it does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

E. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

F. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.

G. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing

to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the 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.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §17. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and

cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

20. Signage Prohibited.

City resources are not used to promote persons, products, non-city services, political candidates or propositions, religious views, non-city events, or matters. While Contractor is acting as an agent for City under this Contract, Contractor may display Contractor's name, logo and other information identifying Contractor and subcontractors and providing contact information on vehicles, equipment, and materials on the jobsite. However, Contractor shall not display advertising signage, for sale signage, advertisements for others, promotional materials, political signage, or other messaging of any kind while on any city property, working within city right-of-way, or engaged in other activities for City under this contract. A sign with the name of the project and/or the names and/or logos of the contractor(s), subcontractor(s), design professional(s), funding sources, expected completion date, and other project information is permitted.

EXHIBIT B
RFP

CITY OF WYOMING

Utilities - Water Treatment Plant | 16700 New Holland St., Holland, MI 49424
616.399.6511 | Fax 616.399.2555 | wyomingmi.gov

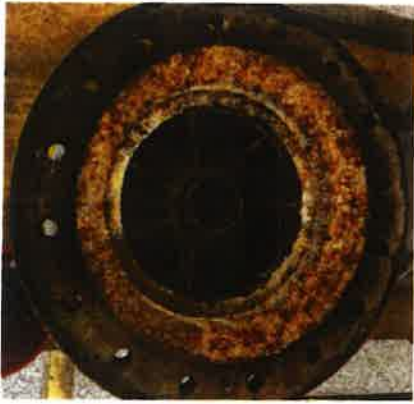
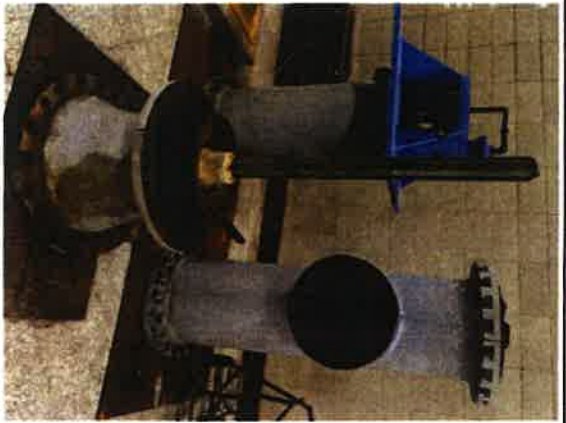
Pump Recondition RFP

The City of Wyoming Drinking Water Plant is requesting proposals to repair, completely recondition, and install a Layne & Bowler, Inc. Pump No. 51475. Those interested are required to schedule a site visit by contacting Dan Kleinheksel via email at dan.kleinheksel@wyomingmi.gov or Tony Maslanka at tony.maslanka@wyomingmi.gov. The pump will be available for inspection Monday through Thursday from 7:00 am - 3:00 pm. A general scope of work is listed below. If any items, accessories or groups of items required to perform the work specified are not specifically indicated herein, it shall be the contractor's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum quote price submitted.

Please provide a proposal with a detailed and comprehensive scope of work, warranty information, and an estimated project completion time from the date of award. Quotes are due no later than April 21, 2025.

General Scope of Work

1. Pickup pump from the Drinking Water Plant.
2. Sandblast all components - SSP-10.
3. Install new pump shaft; Upper, lower & Intermediate – 416 PSQ.
4. Install new couplings – 416.
5. Install new bearings – Lead-free bronze.
6. Install new rubber bearing.
7. Install new impeller wear ring.
8. Trim pump casing rings for concentricity.
9. Address mating pilots – Pad weld and machine.
10. Assemble all rotating parts on the shaft. Balance pump - G6.3.
11. Paint pump interior and impeller with two coats NSF61 compatible coating (White) - Arcor S-16 or equal.
12. Paint pump exterior with two coats Tnemec V69(Windjammer).
13. Replace all bolting with stainless steel.
14. Measure and record all final operating clearance.
15. Deliver the pump to the Drinking Water Plant.
16. Install pump and motor (Drinking Water Plant staff will terminate motor wiring).
17. Test run pump and record vibration readings.
18. Provide a test run report. Provide all measurements.
19. Provide a 1-year parts and labor warranty.

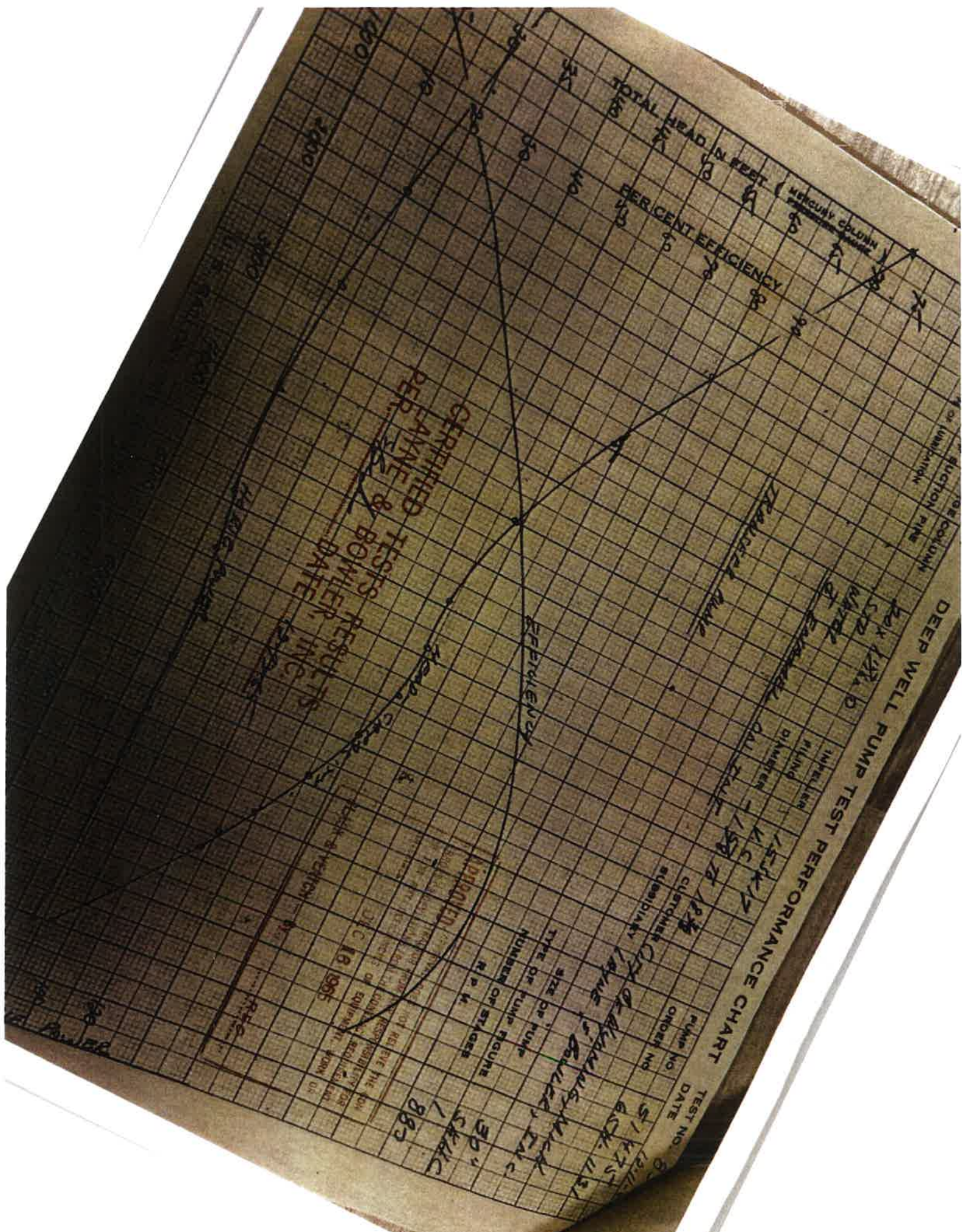


Rev	Description	Initials	Date

**Layne & Bowler Pump
Recondition Project**

CITY OF WYOMING

Sheet No.
1
Drawing No.



CERTIFIED
PERFORMED &
BOWLER TESTS
DATE: 11/15/12

DEEP WELL PUMP TEST PERFORMANCE CHART

IMPELLER
Diameter 15 1/2" x 12 1/2"
Filling 15 1/2" x 12 1/2"
of material 15 1/2" x 12 1/2"

Customer S1 KTS
BOWLER
11/15/12

PUMP NO. 8
ORDER NO. 1211
TEST DATE 11/15/12

SIZE OF PUMP
NUMBER OF STAGES
TYPE OF PUMP
R.P.M.

30' / 80'

DEC 18 1995

30' / 80'

**EXHIBIT C
PROPOSAL**



QUOTATION

City of Wyoming WTP
16700 New Holland St.
Holland, MI 49424

QUOTE # _____ DLC 2025-0425-3

DATE _____ April 25, 2025

REFERENCE _____ 100 Hp Motor Standard Recondition

1. Initial test of motor, Includes megger winding to ground, test run on full voltage, can and record amps, check vibration and runout.
2. Disassemble motor, surge test windings, resistance test windings, ground test windings, test rotor with growler, measure and record all bearing housing and journal dimensions.
3. Provide quote with necessary repairs.
4. Clean all parts which includes cleaning and baking stator and reinsulating windings. Make all other needed repairs.
5. Reassemble with new bearings, new sight glass and other quoted parts. Fill with food grade oil.
6. Test run on full voltage, check and record amps, balance motor down to or below .1 mils. Run vibration profile on both upper and lower bearing. Print all surge and resistance test results.
7. Paint motor and prep for installation.

Estimated labor, materials and equipment to complete the above \$3,928.00

Some of the parameters that you listed are for a full rewind recondition. A core test can only be done when the stator is completely stripped of all copper in preparation for a rewind. Also " clean/grind varnish/vpi from stator and rotor" are applications done during a rewind recondition.

Additional cost to provide vibration test results and or balance report - \$150.00

Total: \$3,928.00

ACCEPTED BY _____
TITLE _____
DATE _____

PEERLESS-MIDWEST, INC.
DC Coulier
DC Coulier, Project Manager