

AGENDA
WYOMING CITY COUNCIL MEETING
DEL-MAR COMMUNITY BUILDING
MONDAY, August 18, 2025, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation –** Mike Young, New Hall Christian Fellowship
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 August 4, 2025, Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
- 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**
 - a) Presentations
 - b) Proclamations
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 25-9 Acceptance of an Easement and Temporary Permit for Construction for 2541 – 56th Street, SW (Richard D. and Carmen D. Mingerink)
 - 25-10 Acceptance of an Easement and Temporary Permit for Construction for 5539 Byron Center Avenue, SW (Association for Christian Education)
- 12) Budget Amendments**
 - a) Budget Amendment No. 3 – To Appropriate Funds for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and Other Encumbrances from the 2024-2025 Fiscal Year to the 2025-2026 Fiscal Year
- 13) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
- 14) Resolutions**
- 15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - a) To Accept a Proposal for the Council Chambers Projector Upgrades
 - b) For the Purchase of Mowers and Gators
 - c) To Accept a Proposal for Pinery Park Parking Lot Resurfacing
 - d) To Accept a Proposal for 2025 Annual Pavement Markings
 - e) To Accept a Proposal for Design Services Related to the Prairie Parkway Project from Michael Avenue to Wentworth Drive
 - f) To Concur With Septic Drain Field Relocation Expenses

- g) To Approve HSPS Surge Suppression Systems Contracts
- h) To Extend the Bid for Fuel Delivery Services
- i) To Authorize the Purchase of De-Icing Salt
- j) For the Purchase of Dodge Durango Police Patrol Vehicles and Upfitting
- k) For the Purchase of Breakroom Furniture for the Police Department
- l) To Accept a Quotation for the Purchase of Metal Seated Ball Valves
- m) To Accept a Quote for the Purchase of Drinking Water Plant Settler System Components
- n) For Award of Bids
 - 1. WWTP Parking Lot Rehabilitation

16) Ordinances

11-25 To Amend Chapter 2, Article IV, Division 12 of the Code of Ordinances to Provide for a Service Charge In Lieu of Taxes for the Pinery Park Apartment Housing Project (First Reading)

17) Informational Material

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 Ciudad 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

August 18, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-9

Subject: Acceptance of an Easement and Temporary Permit for Construction for 2541 – 56th Street, SW (Richard D. and Carmen D. Mingerink)

Councilmembers:

Richard D. and Carmen D. Mingerink, owners of 2541 – 56th Street, SW, have submitted the following described Easement and Temporary Permit. The Easement conveys permanent access rights to the City of Wyoming to construct a non-motorized path. The Temporary Permit will allow additional access for construction and grading purposes for the widening of 56th Street to accommodate dual left-turn lanes on Byron Center Avenue in 2025. The Easement and Temporary Permit area are shown on the attached Estimate of Just Compensation drawing.

Grantor:	Richard D. and Carmen D. Mingerink
Parent Parcel:	41-17-33-276-0406
Right-of-way Size	1,972 sf - Easement 1,851 sf - Temporary Permit
Consideration:	\$6,018.31

It is recommended that the City Council accept the attached Easement and Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Easement
Temporary Permit
Estimate of Just Compensation

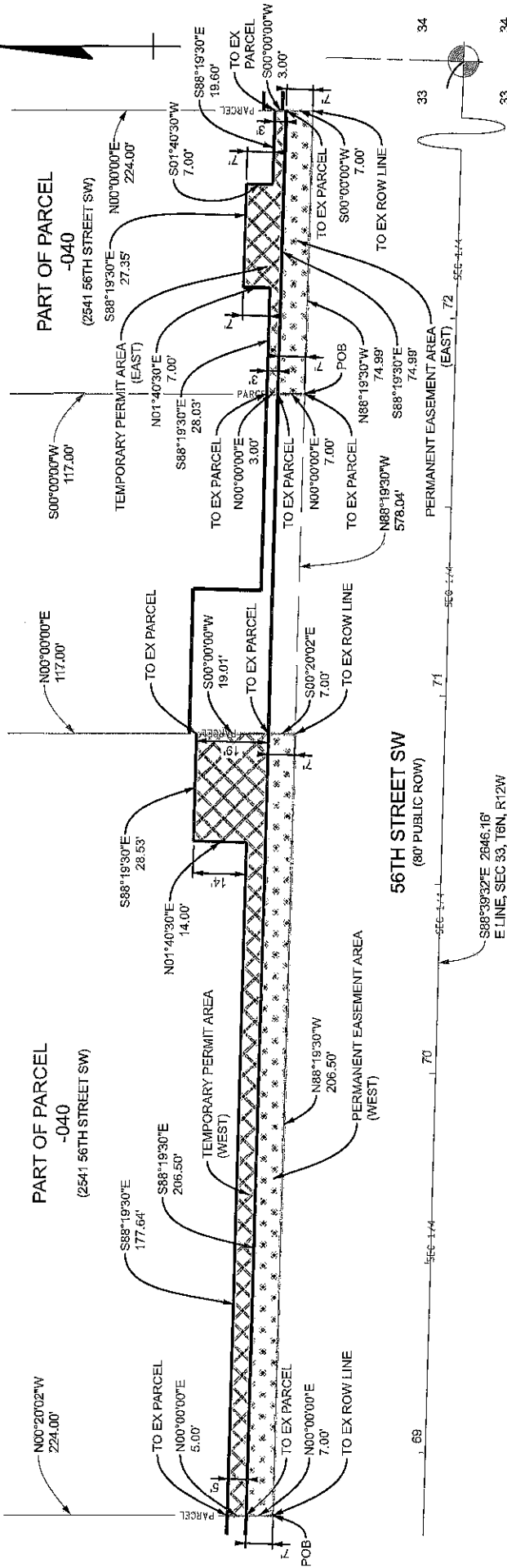
RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-33-276-040

Richard Duane Mingerink and Carmen Dawn Mingerink, husband and wife, 2541 56th Street SW, Wyoming, MI 49519 (**Grantor**), in exchange for the payment of **Five Thousand Five Hundred One Dollars and 88 Cents (\$5,501.88)**, the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A** (the **Easement Area**) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

EXHIBIT "A"
41-17-33-276-040



SEE PAGE 2 FOR TEMPORARY PERMIT DESCRIPTIONS

PROPOSED PERMANENT EASEMENT DESCRIPTION (WEST)

SITUATION IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY PARCEL AND PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 00'00" EAST 7.00 FEET ALONG THE PARCEL LINE; THENCE SOUTH 88 DEGREES 19'30" EAST 206.50 FEET PARALLEL TO EXISTING SOUTHERLY RIGHT OF WAY TO THE EASTERLY PROPERTY PARCEL LINE; THENCE SOUTH 00 DEGREES 00'00" WEST 7.00 FEET ALONG THE EASTERLY PROPERTY PARCEL TO THE EXISTING SOUTHERLY ROW; THENCE NORTH 88 DEGREES 19'30" WEST 206.50 FEET ALONG THE EXISTING SOUTHERLY RIGHT OF WAY TO THE PLACE OF BEGINNING.

CONTAINS 1446 SQUARE FEET

PROPOSED PERMANENT EASEMENT DESCRIPTION (EAST)

SITUATION IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY PARCEL AND PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 00'00" EAST 7.00 FEET ALONG THE PARCEL LINE; THENCE SOUTH 88 DEGREES 19'30" EAST 74.99 FEET PARALLEL TO EXISTING SOUTHERLY RIGHT OF WAY TO THE EASTERLY PROPERTY PARCEL LINE; THENCE SOUTH 00 DEGREES 00'00" WEST 7.00 FEET ALONG THE EASTERLY PROPERTY PARCEL TO THE EXISTING SOUTHERLY ROW; THENCE NORTH 88 DEGREES 19'30" WEST 74.99 FEET ALONG THE EXISTING SOUTHERLY RIGHT OF WAY TO THE PLACE OF BEGINNING.

CONTAINS 526 SQUARE FEET

SUBJECT PARCEL DESCRIPTION

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN: PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 88 DEGREES 19'30" WEST 745.02 FEET ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 00'00" EAST 40.00 FEET ALONG THE EAST LINE OF THE WEST 578.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00'00" EAST 224.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 88 DEGREES 19'30" EAST 43.70 FEET ALONG THE NORTH LINE OF THE SOUTH 264.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 01'05" WEST 186.78 FEET ALONG THE WEST LINE OF THE EAST 701.25 FEET OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 88 DEGREES 28'30" WEST 290.90 FEET; THENCE SOUTH 34 DEGREES 15'00" WEST 220.62 FEET; THENCE SOUTH 00 DEGREES 00'00" WEST 224.00 FEET; THENCE SOUTH 88 DEGREES 19'30" EAST 206.50 FEET ALONG THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 00'00" EAST 117.00 FEET ALONG THE WEST LINE OF THE EAST 168.00 FEET OF THE WEST 578.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 88 DEGREES 19'30" EAST 90.00 FEET; THENCE SOUTH 00 DEGREES 00'00" WEST 117.00 FEET; THENCE SOUTH 88 DEGREES 19'30" EAST 75.00 FEET ALONG THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION TO THE POINT OF BEGINNING.

	DATE: 04/22/2025 JUN: 214527	LOCATED IN: SECTION 33 TOWN 6 NORTH, RANGE 12 WEST CITY OF WYOMING, KENT COUNTY, MICHIGAN	SHEET
	CITY OF WYOMING <small>KENT COUNTY, MICHIGAN</small>	HORIZ. (FT) 40	SHEET

EXHIBIT "A"
41-17-33-276-040

PROPOSED TEMPORARY PERMIT DESCRIPTION (WEST)

SITUATION IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

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CONTAINS 1434 SQUARE FEET

PROPOSED TEMPORARY PERMIT DESCRIPTION (EAST)

SITUATION IN SECTION 34, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

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CONTAINS 417 SQUARE FEET

SEE PAGE 1 FOR SKETCH,
SUBJECT PARCEL AND
EASEMENT DESCRIPTION



Engineering & Design



CITY OF WYOMING
KENT COUNTY, MICHIGAN

DATE: 04/22/2025
JN: 214527

LOCATED IN: SECTION 33
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET

**CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-33-276-040**

The Grantor, **Richard Duane Mingerink and Carmen Dawn Mingerink**, husband and wife, whose address is 2541 56th Street SW, Wyoming, MI 49519

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the 56th Street and Byron Center Improvement Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area (Parcel No. 41-17-33-276-040)


The Temporary Permit as referenced herein is granted and conveyed for the full consideration of **Five Hundred Sixteen Dollars and 43 Cents (\$516.43)**.

The Temporary Permit, including all rights granted or inferred, shall be effective as of the date the City of Wyoming commences work within the Temporary Permit Area and shall remain effective for one year.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year as referenced herein.

DATED: 7-22-25

Approved as a form:



Attorney for the City of Wyoming
Gregory Streimers

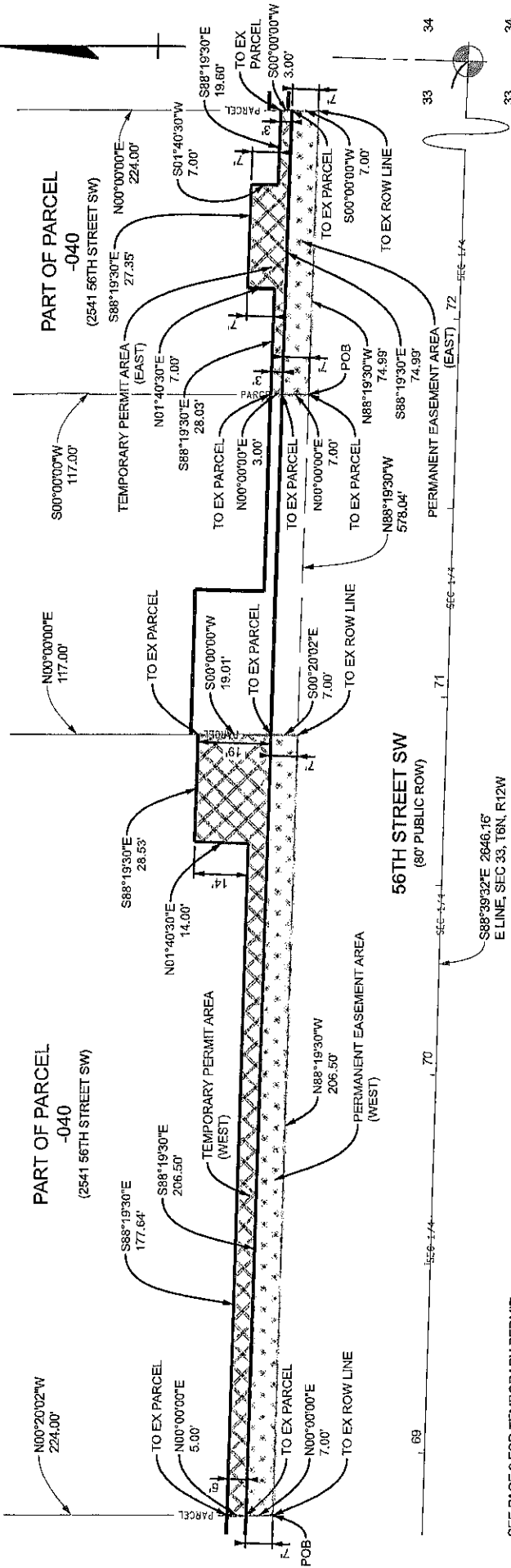
GRANTOR: 

Richard Duane Mingerink



Carmen Dawn Mingerink

EXHIBIT "A"
41-17-33-276-040



SEE PAGE 2 FOR TEMPORARY PERMIT DESCRIPTIONS

PROPOSED PERMANENT EASEMENT DESCRIPTION (WEST)

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CONTAINS 1446 SQUARE FEET

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CONTAINS 526 SQUARE FEET

SUBJECT PARCEL DESCRIPTION

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	CITY OF WYOMING <small>KENT COUNTY, MICHIGAN</small>	0 40 HORZ. (FT)	33

EXHIBIT "A"
41-17-33-276-040

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CONTAINS 1434 SQUARE FEET

PROPOSED TEMPORARY PERMIT DESCRIPTION (EAST)

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CONTAINS 417 SQUARE FEET

SEE PAGE 1 FOR SKETCH,
SUBJECT PARCEL AND
EASEMENT DESCRIPTION



Engineering
& Design



CITY OF WYOMING
KENT COUNTY, MICHIGAN

DATE: 04/22/2025
JN: 214527

LOCATED IN: SECTION 33

TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: City of Wyoming – 56th Street and Byron Center Improvement Project

SITE DATA:

Permanent Parcel No.: 41-17-33-276-040

Parcel: Richard D. & Carmen D. Mingerink

Land Use: Residential – Improved Size: 3.174 ac (total)

Address: ~~2451~~ 56th Street, SW
2541

Zoning: 401

ACQUISITION DESCRIPTION:
Square foot values based on Market Study prepared by Integra Realty Resources.

Summary of Costs:

Temporary Permit:

A 7' rectangular piece of property adjacent to the 56th Street SW ROW, as shown.

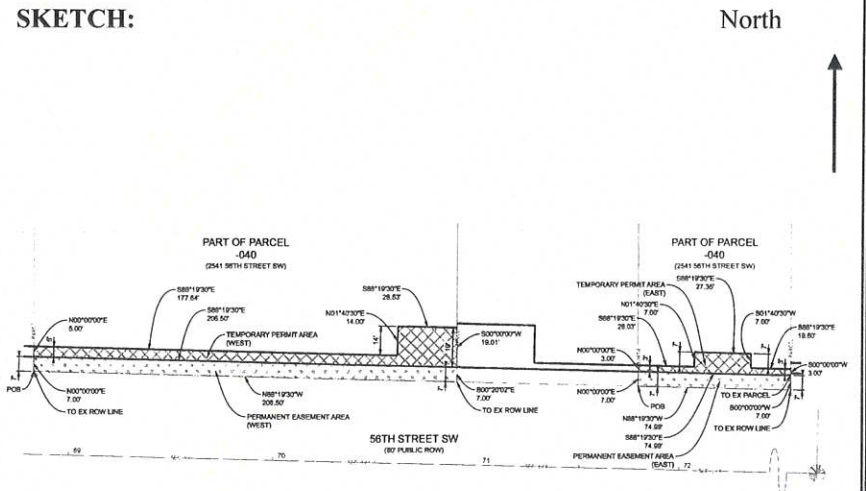
Area: 1,972 sft

Temporary Permit:

An irregular piece of property adjacent to the 56th Street SW ROW, as shown.

Area: 1,851 sft

SKETCH:



COMPUTATION OF VALUE:

LAND ACQUISITION, EASEMENT

1,972 sft (Area) X \$ 2.79 / sft = \$ 5,501.88

\$ 5,501.88

LAND ACQUISITION, TEMPORARY PERMIT

1,851 sft (Area) X \$ 2.79 / sft x 10% = \$ 516.43

\$516.43

REMARKS:

Signed:

Kelly Jacobsen
Land Matters, Inc.
Kelly Jacobsen

Richard D. Mingerink
Richard D. Mingerink

For information call 616.791.9805

\$6,018.31

Agreed to by:

Carmen D. Mingerink
Carmen D. Mingerink

CITY OF WYOMING

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

August 18, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-10

Subject: Acceptance of an Easement and Temporary Permit for Construction for 5539
Byron Center Avenue, SW (Association for Christian Education)

Councilmembers:

Association for Christian Education, owner of 5539 Byron Center Avenue, SW, has submitted the following described Easement and Temporary Permit. The Easement conveys permanent access rights to the City of Wyoming to construct a non-motorized path. The Temporary Permit will allow additional access for construction and grading purposes for the widening of 56th Street to accommodate dual left-turn lanes on Byron Center Avenue in 2025. The Easement and Temporary Permit area are shown on the attached Estimate of Just Compensation drawing.

Grantor:	Association for Christian Education
Parent Parcel:	41-17-33-276-036
Right-of-way Size	240 sf - Easement 150 sf - Temporary Permit
Consideration:	\$4,153.95

It is recommended that the City Council accept the attached Easement and Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Easement
Temporary Permit
Estimate of Just Compensation

RIGHT-OF-WAY EASEMENT

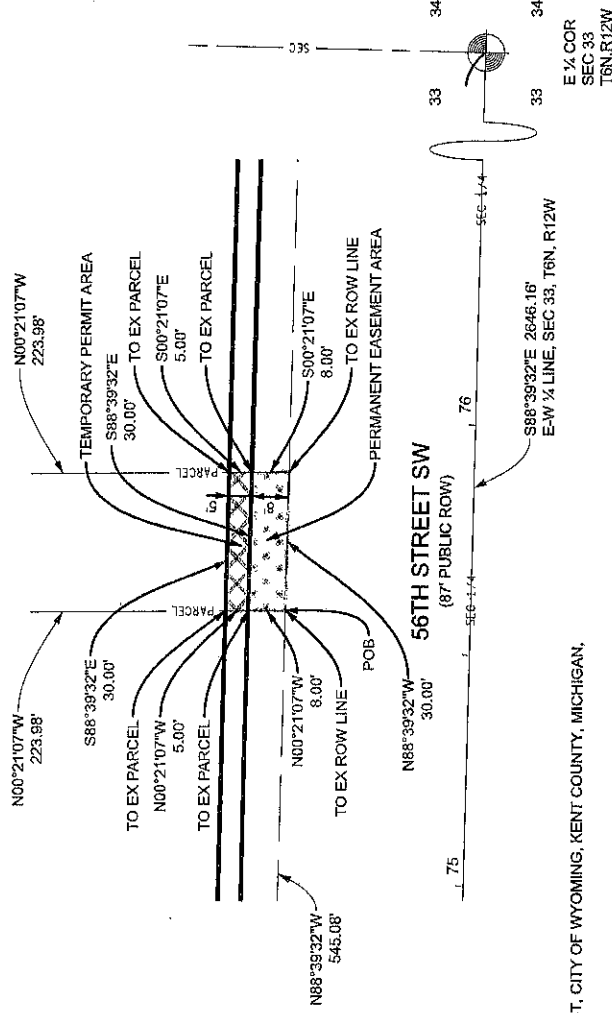
Parcel No. 41-17-33-276-036

Association for Christian Education, a Michigan non-profit corporation, 5539 Byron Center Avenue, SW, Wyoming, MI 49519, (**Grantor**), in exchange for the payment of **Three Thousand Nine Hundred Nine Dollars and 60 Cents (\$3,909.60)**, the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A (the Easement Area)** for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

EXHIBIT "A"
41-17-33-276-036

PART OF PARCEL
-036
(5539 BYRON CENTER AVENUE SW)
ADAMS CHRISTIAN SCHOOL



PROPOSED PERMANENT EASEMENT DESCRIPTION

SITUATION IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY PARCEL AND PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 21'07" WEST 8.00 FEET ALONG THE PARCEL LINE; THENCE SOUTH 88 DEGREES 39'32" EAST 30.00 FEET PARALLEL TO THE PLACE OF BEGINNING; THENCE SOUTH 21'07" WEST 5.00 FEET ALONG THE EXISTING SOUTHERLY RIGHT OF WAY TO THE EASTERLY PROPERTY PARCEL LINE; THENCE SOUTH 00 DEGREES 21'07" EAST 8.00 FEET ALONG THE EASTERLY PROPERTY PARCEL TO THE EXISTING SOUTHERLY ROW; THENCE NORTH 88 DEGREES 39'32" WEST 30.00 FEET ALONG THE EXISTING SOUTHERLY RIGHT OF WAY TO THE PLACE OF BEGINNING.

CONTAINS 240 SQUARE FEET

PROPOSED TEMPORARY PERMIT DESCRIPTION

SITUATION IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PROPERTY PARCEL; THENCE NORTH 00 DEGREES 21'07" WEST 8.00 FEET ALONG THE PARCEL LINE TO THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 21'07" WEST 5.00 FEET ALONG THE PARCEL LINE; THENCE SOUTH 88 DEGREES 39'32" EAST 30.00 FEET PARALLEL TO THE EXISTING SOUTHERLY RIGHT OF WAY TO THE EASTERLY PROPERTY PARCEL LINE; THENCE SOUTH 00 DEGREES 21'07" EAST 5.00 FEET ALONG THE EASTERLY PROPERTY; THENCE NORTH 88 DEGREES 39'32" WEST 30.00 FEET PARALLEL TO THE EXISTING SOUTHERLY RIGHT OF WAY TO THE PLACE OF BEGINNING.

CONTAINS 150 SQUARE FEET

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-249633)

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN:

THE NORTH 305 FEET OF THE SOUTH 945 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, ALSO THE EAST 701.25 FEET OF THE NORTH 276 FEET OF THE SOUTH 540 FEET OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, ALSO THE NORTH 100 FEET OF THE SOUTH 640 FEET OF THE EAST 1/2 OF THE SOUTH-EAST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ALSO THE EAST 30 FEET OF THE WEST 913 FEET OF THE SOUTH 284 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, EXCEPT THE WEST 17.00 FEET OF THE EAST 50 FEET OF THE NORTH 681 FEET OF THE SOUTH 945.00 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN.



Engineering & Design



CITY OF WYOMING
KENT COUNTY, MICHIGAN

DATE: 01/28/2025
JN: 214527

LOCATED IN: SECTION 33

TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET

**CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-33-276-036**

The Grantor, **Association for Christian Education**, a Michigan non-profit corporation, whose address is 5539 Byron Center Avenue, SW, Wyoming, MI 49519,

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the 56th Street and Byron Center Improvement Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area (Parcel No. 41-17-33-276-036)

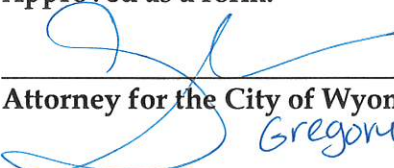
The Temporary Permit as referenced herein is granted and conveyed for the full consideration of **Two Hundred Forty-Four Dollars and 35 Cents (\$244.35)**.

The Temporary Permit, including all rights granted or inferred, shall be effective as of the date the City of Wyoming commences work within the Temporary Permit Area and shall remain effective for one year.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year as referenced herein.

DATED: 7-22-25

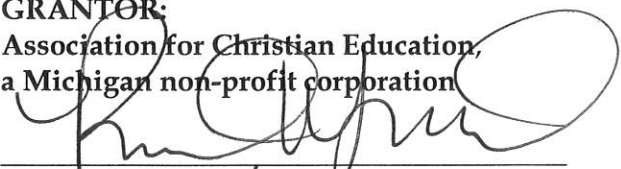
Approved as a form:



Attorney for the City of Wyoming
Gregory T. Stremers

GRANTOR:

**Association for Christian Education,
a Michigan non-profit corporation**

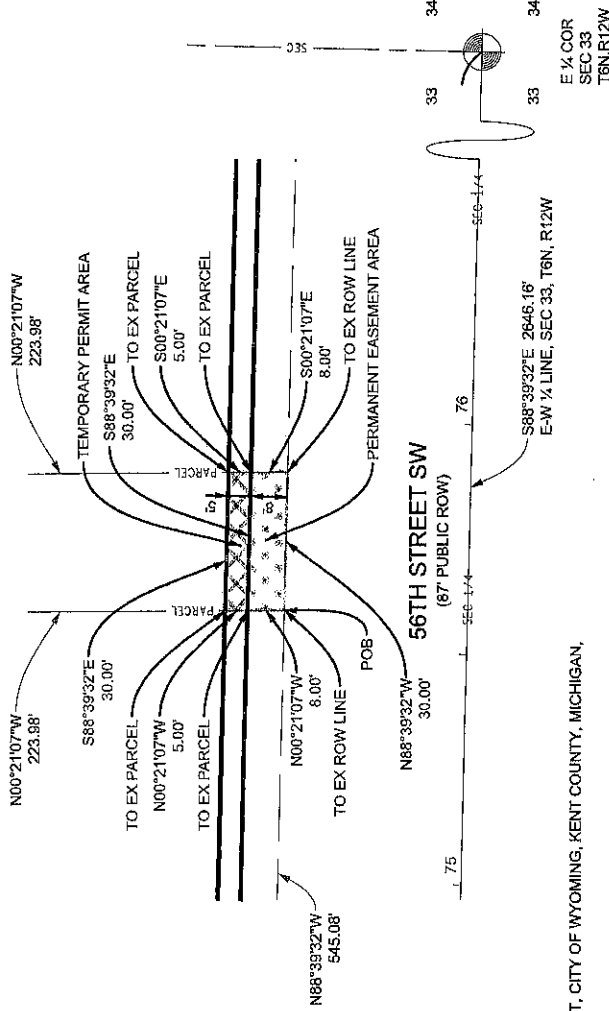


By: Rick Mingerink

Its: Administrator

EXHIBIT "A"
41-17-33-276-036

PART OF PARCEL
-036
(5539 BYRON CENTER AVENUE SW)
ADAMS CHRISTIAN SCHOOL



PROPOSED PERMANENT EASEMENT DESCRIPTION

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CONTAINS 240 SQUARE FEET

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	Engineering & Design		CITY OF WYOMING KENT COUNTY, MICHIGAN	DATE: 01/28/2025 JN: 214527	LOCATED IN: SECTION 33 TOWN 6 NORTH, RANGE 12 WEST CITY OF WYOMING, KENT COUNTY, MICHIGAN	SHEET
				SHEET		

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: City of Wyoming – 56th Street and Byron Center Improvement Project

SITE DATA:

Permanent Parcel No.: 41-17-33-276-036

Parcel: Association for Christian Education

Land Use: Commercial – Improved Size: 11.84 ac (total)

Address: 5539 Byron Center Ave. SW

Zoning: 201

ACQUISITION DESCRIPTION:
Square foot values based on Market Study prepared by Integra Realty Resources.

SKETCH:

North

Summary of Costs:

Easement:

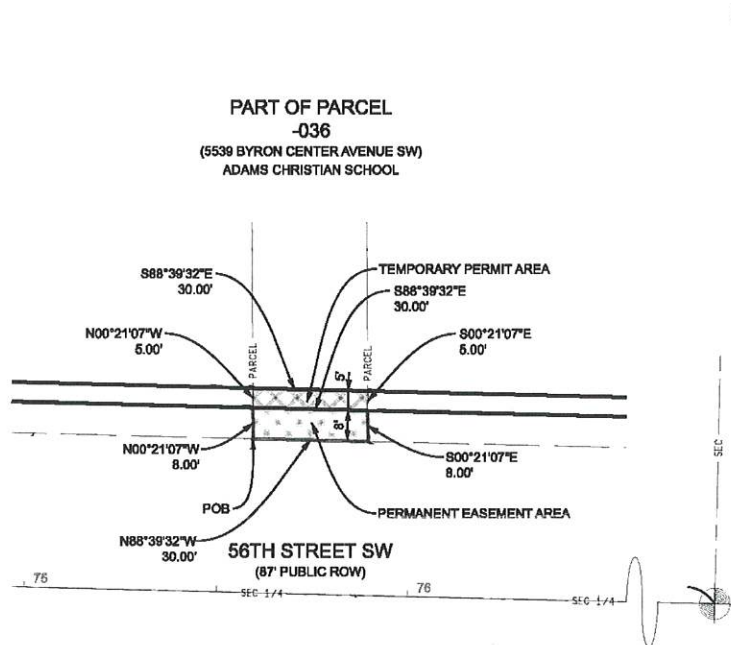
A 8' rectangular piece of property adjacent to the 56th Street SW ROW, as shown.

Area: 240 sft

Temporary Permit:

A 5' rectangular piece of property adjacent to the 56th Street SW ROW, as shown.

Area: 150 sft



COMPUTATION OF VALUE:

LAND ACQUISITION, EASEMENT

240 sft (Area) X \$ 16.29 / sft = \$ 3,909.60

\$ 3,909.60

LAND ACQUISITION, TEMPORARY PERMIT

150 sft (Area) X \$ 16.29 / sft x 10% = \$ 244.35

\$ 244.35

REMARKS:

Signed:

Kelly Jacobsen
Land Matters, Inc.
Kelly Jacobsen

For information call 616.791.9805

\$ 4,153.95

Agreed to by:

Rick Mingerink
Association for Christian Education

By: Rick Mingerink

Its: Administrator

CITY OF WYOMING BUDGET AMENDMENT

Date: August 18, 2025

Budget Amendment No. 003

To the Wyoming City Council:

A budget amendment is requested to reappropriate funds for open purchase orders, capital outlay, uncompleted projects, and other encumbrances from the 2025 fiscal year to the 2026 fiscal year per the attached schedule.

<u>Summary of Changes by Fund</u>	<u>Revenue</u>	<u>Expense</u>	<u>Change in Fund Balance</u>
General Fund	\$ 54,831.00	\$ 889,426.00	\$ (834,595.00)
Major Streets Fund	\$ 3,000,000.00	\$ 5,107,994.00	\$ (2,107,994.00)
Local Streets Fund	\$ -	\$ 932,581.00	\$ (932,581.00)
Public Safety Fund	\$ 222,655.00	\$ 1,378,447.00	\$ (1,155,792.00)
Parks and Recreation Fund	\$ 2,783.00	\$ 22,783.00	\$ (20,000.00)
Solid Waste Fund	\$ -	\$ 82,790.00	\$ (82,790.00)
Building Inspections Fund	\$ -	\$ 108,053.00	\$ (108,053.00)
Community Development Fund (CDBG)	\$ 637,593.00	\$ 637,593.00	\$ -
Library Building and Parks Capital Fund	\$ -	\$ 490,507.00	\$ (490,507.00)
Capital Improvement Fund (millage)	\$ -	\$ 2,901,654.00	\$ (2,901,654.00)
City Center Fund	\$ 11,766,110.00	\$ 15,415,164.00	\$ (3,649,054.00)
Sewer Construction Fund (Bond)	\$ -	\$ 1,036,453.00	\$ (1,036,453.00)
Sewer Fund	\$ -	\$ 4,345,706.00	\$ (4,345,706.00)
Water Construction Fund (Bond)	\$ -	\$ 69,537,451.00	\$ (69,537,451.00)
Water Fund	\$ -	\$ 7,767,116.00	\$ (7,767,116.00)
Motor Pool Fund	\$ -	\$ 311,958.00	\$ (311,958.00)
Capital Projects Revolving Fund	\$ 469,845.00	\$ 1,476,254.00	\$ (1,006,409.00)

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 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 of Wyoming
Schedule of Reappropriations
 from FY25 to FY26
 Budget Amendment No. 003
 August 18, 2025

<u>Account No.</u>	<u>Purpose</u>	<u>Revenue</u>	<u>Expense</u>
General Fund			
<u>Communications</u>			
101-101-10300-801.000	City website design		275,000
101-101-10300-806.000	ClearGov subscriptions		6,500
101-101-10300-900.000	City-wide newsletter		<u>74,000</u>
<u>Treasury</u>			
101-191-25300-860.000	Training related to new software implemented		<u>2,700</u>
<u>Information Technology</u>			
101-228-22800-801.000	Consulting contracts		191,116
101-228-22800-806.000	Cisco network equipment		<u>8,917</u>
<u>Human Resources</u>			
101-270-27000-801.000	Compensation and classification analysis		39,000
101-270-27000-956.000	Human Resources Information System		<u>50,000</u>
<u>District Court</u>			
101-286-28600-727.000	Office furniture for workstations		31,000
101-286-28600-740.000	Supplies and equipment related to State eFile mandates		2,200
101-286-28600-740.200	IT upgrades related to State eFile mandates		3,600
101-286-28600-805.000	Software related to State eFile mandates		2,375
101-286-28600-930.000	Security upgrades		6,837
101-286-28600-956.000	Subscriptions and services related to State eFile mandates		<u>4,200</u>
<u>Veterans Treatment Court (Grant Funded)</u>			
101-540.001	Kent County contract thru 9/30/2025	29,944	
101-540.001	State of Michigan contract thru 9/30/2025	<u>24,887</u>	
101-286-29500-707.000	State budget for wages		24,887
101-286-29500-707.000	County budget for wages		14,409
101-286-29500-715.000	County budget for FICA tax		2,709
101-286-29500-719.000	County budget for workers compensation insurance		21
101-286-29500-801.000	County budget for operations		12,451
101-286-29500-960.000	County budget for liability insurance		<u>354</u>
<u>Planning</u>			
101-701-70100-801.000	City Center community engagement events		10,000
101-701-70100-801.000	Non-motorized plan update		<u>75,000</u>
<u>Finance</u>			
101-191-19100-801.000	Organizational assessment of Finance Department		27,700
101-191-19100-801.005	Consulting service on audit preparation		8,950
101-191-19100-801.005	Consulting on administrative allocation process		<u>15,500</u>
Major Streets Fund			
<u>Public Works Non-Motorized Trails Grant</u>			
202-540.000	State grant for non-motorized trail construction	<u>3,000,000</u>	
202-441-46300-972.502	Non-motorized trail construction on 52nd St and 56th St		<u>3,000,000</u>

<u>Account No.</u>	<u>Purpose</u>	<u>Revenue</u>	<u>Expense</u>
<u>Public Works Street Maintenance</u>			
202-441-46300-740.200	Computer replacements - plotter		1,158
202-441-46300-927.502	Design and construction administration for resurfacing		1,677
202-441-46300-972.502	36th St resurfacing		2,196
202-441-46300-972.502	Chicago Dr resurfacing		18,237
202-441-46300-972.502	Eastern Ave signal updates		13,566
202-441-46300-972.502	54th St Meijer access drive construction		178
202-441-46300-972.502	Eastern Ave resurfacing		534,276
202-441-46300-972.502	Gezon Pkwy/54th St resurfacing (MDOT project)		25,412
202-441-46300-972.502	Clyde Park Ave and Kenowa Ave resurfacing		346,361
202-441-46300-972.502	Design services for 56th St and Byron Center Ave		6,370
202-441-46300-972.502	Division Ave HAWK pedestrian beacon (Kentwood)		62,000
202-441-46300-972.502	Burton St and Clyde Park Ave traffic study		1,424
202-441-46300-972.510	Division Ave watermain		846,639
202-441-46300-985.000	Jet flusher/hydro excavator and upfitting		82,500
<u>Public Works Traffic Maintenance</u>			
202-441-47400-775.000	Illuminated street signs		46,000
202-441-47400-930.000	Long line pavement markings and electrical repairs		120,000

Local Streets Fund

<u>Public Works Street Maintenance</u>			
203-441-46300-972.503	Fisher Ave construction		46,508
203-441-46300-972.510	2024 Wyoming resurfacing		585,494
203-441-46300-972.510	2025 cape seal road surface treatment project		300,000
203-441-46300-740.200	Computer replacements - plotter		579

Public Safety Fund

<u>Police Administration</u>			
205-301-30500-740.200	Routers and antennas		21,488
205-301-30500-930.000	IT equipment battery replacement		1,901
<u>Police Building Maintenance</u>			
205-301-30610-975.000	Breakroom remodel		215,220
205-301-30610-975.000	Furniture (Chief's conference room, chairs)		12,000
205-301-30610-975.000	Furniture (Detective conference room, chairs, table chairs)		12,500
205-301-30610-975.000	HVAC controls		50,000
205-301-30610-975.000	Overhead doors		25,000
205-301-30610-975.000	South doors- interior and exterior		15,000
205-301-30610-975.000	Sealant		21,892
205-301-30610-975.000	Tuckpoint, sealant, powerwashing		10,000
<u>Police Patrol</u>			
205-301-31500-973.153	Dual long gun mounts for police cruisers		13,000
205-301-31500-973.153	Upgrade reality-baesd simulator training		50,000
205-301-31500-985.000	Armored rescue vehicle		356,862
<u>Police Office of Highway Safety Patrol (OHSP) Enforcement Grant</u>			
205-505.003	State grant funds for OHSP enforcement program	105,110	
205-301-31506-709.000	OHSP budget for overtime wages		11,250
205-301-31506-715.000	OHSP budget for FICA tax		901
205-301-31506-719.000	OHSP budget for workers compensation insurance		157
205-301-31506-956.520	OHSP budget for Grand Rapids disbursement		34,484
205-301-31506-956.522	OHSP budget for Kentwood disbursement		22,763
205-301-31506-956.523	OHSP budget for Walker disbursement		18,033

<u>Account No.</u>	<u>Purpose</u>	<u>Revenue</u>	<u>Expense</u>
205-301-31506-956.525	OHSP budget for Kent County disbursement		<u>17,522</u>
<u>Police MCOLES CPE Training Grant</u>			
205-543.300	State grant funds for MCOLES CPE training	<u>98,534</u>	
205-301-32000-956.005	MCOLES CPE related training activities		<u>98,534</u>
<u>Police MCOLES Act 302 Training Grant</u>			
205-543.100	State grant funds for MCOLES Act 302 training	<u>19,011</u>	
205-301-32100-860.000	MCOLES Act 302 related training activities		<u>19,011</u>
<u>Fire Administration</u>			
205-336-33700-740.200	Routers and antennas		<u>6,189</u>
<u>Fire Buildings</u>			
205-336-33800-975.000	36th St / Gezon Fire Station remodel		292,948
205-336-33800-975.000	Gezon Fire Station training room tables and chairs		<u>48,660</u>
<u>Fire Fighting</u>			
205-336-33900-744.001	Helmets		<u>3,132</u>

Parks and Recreation Fund

<u>Parks Godwin Mercado</u>			
208-751-67300-956.000	Godwin Mercado ongoing public relations project		<u>20,000</u>
<u>Parks Senior Transportation GoBus Grant</u>			
208-523.000	State grant funds for AAAMW GoBus contract thru 9/30/2025	<u>2,783</u>	
208-751-75800-956.200	GoBus transportation ticket expense		<u>2,783</u>

Solid Waste Fund

<u>Public Works Yard Waste Disposal</u>			
228-441-44300-740.200	Computer replacements - plotter		290
228-441-44300-985.000	Jet flusher/hydro excavator and upfitting		<u>82,500</u>

Building Inspections Fund

<u>Community and Economic Development - Building Inspections</u>			
249-371-37100-740.200	Computer equipment replacements		7,366
249-371-37210-740.200	Computer equipment replacements		2,381
249-371-37300-740.200	Computer equipment replacements		2,055
249-371-37100-984.017	Color plotter, modems, routers, antennas		17,993
249-371-37210-984.017	Color plotter, modems, routers, antennas		6,171
249-371-37300-984.017	Color plotter, modems, routers, antennas		4,142
249-371-37100-985.000	Modem installation		44,757
249-371-37210-985.000	Modem installation		12,958
249-371-37300-985.000	Modem installation		<u>10,230</u>

Community Development Fund

<u>Community Development Block Grant (CDBG)</u>			
251-000-02022-519.100	CDBG - 2021 grant year revenue	<u>222,972</u>	
251-701-69422-956.029	CDBG - 2021 demolition expense		6,800
251-701-69422-975.000	CDBG - 2021 capital outlay expense		216,172
251-000-02023-519.100	CDBG - 2022 grant year revenue	<u>83,486</u>	
251-701-69423-956.040	CDBG - 2022 acquisition services expense		10,000
251-701-69423-956.045	CDBG - 2022 rehab loans expense		<u>73,486</u>

<u>Account No.</u>	<u>Purpose</u>	<u>Revenue</u>	<u>Expense</u>
251-000-02024-519.100	CDBG - 2023 grant year revenue	95,001	
251-701-17524-956.000	CDBG - 2023 administrative other expense		21,644
251-701-69124-956.000	CDBG - 2023 rehab other expense		11,428
251-701-69424-956.040	CDBG - 2023 acquisition services expense		7,913
251-701-69424-975.000	CDBG - 2023 capital outlay expense		54,016
251-000-02025-519.100	CDBG - 2024 grant year revenue	236,134	
251-701-69425-956.045	CDBG - 2024 rehab loans expense		124,700
251-701-69425-975.000	CDBG - 2024 capital outlay expense		111,434

Library Building Maintenance and Parks Capital Fund

Library Building Maintenance

272-265-26500-975.000	Boiler replacement		75,532
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Parks Capital

272-265-75600-975.000	Parks entrance sign replacement project		32,975
272-265-75600-975.000	Jackson Park courts		382,000

Capital Improvement Fund (millage)

Public Works Capital Projects

401-441-17500-740.200	Computer replacements - plotter		579
401-441-57300-972.573	Fisher Ave reconstruction		1,075
401-441-57300-972.573	Division Ave watermain		2,900,000

City Center Fund

City Center Project

496-528.002	County ARPA funds remaining	1,702,955	
496-540.000	State grant funds remaining	10,063,155	
496-901-90101-973.002	Bridges phase 1		1,267,132
496-901-90111-973.002	Planning		469,801
496-901-90121-971.000	Property phase 1		188,686
496-901-90131-973.002	Trails phase 1		948,446
496-901-90132-973.002	Trails phase 2		945,031
496-901-90133-973.002	Trails phase 3		3,300,000
496-901-90142-973.002	Utilities phase 2		6,000,000
496-901-90161-973.002	Streetscaping		2,296,068

Sewer Construction and Operations Funds

Sewer Construction (Bonded Capital Projects)

571-536-54400-986.444	Blower project		1,036,453
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Sewer Operations

590-441-54400-972.544	Sewer cured in place pipe lining		36,436
590-441-54400-972.544	Lift station upgrades		275,949
590-441-54400-985.000	Jet flusher/hydro excavator and upfitting		220,000
590-441-54400-986.480	Automated Metering Infrastructure installation		523,000
590-441-54200-740.200	Computer replacements - plotter		869
590-536-54300-801.000	Operations and maintenance manual		32,886
590-536-54300-930.000	Substation service and maintenance		409
590-536-54300-930.000	SPX equipment mechanical repair		15,235
590-536-54300-930.000	Rebranding sign design		30,000
590-536-54400-986.444	Headworks project design		161,818

<u>Account No.</u>	<u>Purpose</u>	<u>Revenue</u>	<u>Expense</u>
590-536-54400-986.444	Digester feasibility study		9,000
590-536-54400-986.444	Electrical upgrades		1,479,604
590-536-54400-986.444	Elevator upgrade		357,761
590-536-54400-986.444	Fume hood replacement		113,292
590-536-54400-986.444	SCADA system upgrades		9,785
590-536-54400-986.444	Men's locker room renovation		9,662
590-536-54400-986.444	SCADA equipment		35,000
590-536-54400-986.444	Parking lot 1A gates and compliance updates		595,000
590-536-54400-986.444	Mercury analyzer		40,000
590-536-54400-986.444	Building structure compliance for elevator upgrade		250,000
590-536-54400-986.444	Primary tank rehabilitation construction		150,000

Water Construction and Operations Funds

Water Construction (Bonded Capital Projects)

572-537-57300-986.444	Surge suppression system		1,307,112
572-537-57300-986.444	Third transmission main		68,230,339

Water Operations

591-441-57300-972.573	Division Ave watermain		1,175,170
591-441-57300-985.000	Jet flusher/hydro excavator and upfitting		165,000
591-441-57300-986.480	Automated Metering Infrastructure installation		523,000
591-441-56200-740.200	Computer replacements - plotter		1,737
591-537-55300-740.200	Computer replacements		2,617
591-537-55300-921.000	Drying bed residual solids disposal project		250,000
591-537-55300-930.000	Valve actuator repair - knuckle repair		4,470
591-537-55300-930.000	Transfer pump reconditioning		49,800
591-537-55600-860.000	Training related to new software implemented		800
591-537-56300-930.000	Infrastructure painting along pipeline		5,680
591-537-56500-806.000	Work order management system improvements		21,914
591-537-57300-986.444	Carbon building HVAC replacement		89,625
591-537-57300-986.444	Gezon concrete storage tank coating		225,000
591-537-57300-986.444	Gezon generator upgrades		898,715
591-537-57300-986.444	Gezon pumps/peak hour demand project		300,000
591-537-57300-986.444	Gezon HVAC improvements		720,232
591-537-57300-986.444	High service pump valve replacment - phase 1		20,143
591-537-57300-986.444	High service discharge valves - phase 2		1,780,183
591-537-57300-986.444	Hook elevated tank rehab		907,650
591-537-57300-986.444	Hook tower fencing		75,000
591-537-57300-986.444	Low service pump repair and motor reconditioning		120,000
591-537-57300-986.444	Online chlorine analyzers		2,068
591-537-57300-986.444	Risk assessment and emergency response plan		16,449
591-537-57300-986.444	Second water intake		238,580
591-537-57300-986.444	Water optimization study		173,283

Motor Pool Fund

Public Works Equipment Operations and Capital

661-441-58200-740.200	Computer replacements - plotter		579
661-441-58500-977.000	Public Works building remodel		295,379
661-441-58500-985.000	Patrol vehicle upfitting		16,000

Capital Projects Revolving Fund

Capital Projects

805-000-57300-975.000	Court boiler		52,550
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<u>Account No.</u>	<u>Purpose</u>	<u>Revenue</u>	<u>Expense</u>
805-000-57300-975.000	Court east door replacement		20,000
805-000-57300-975.000	Court garage roof		124,340
805-000-57300-975.000	Court prisoner conflict meeting space		100,000
805-000-57300-975.000	City Hall air compressor		48,790
805-000-57300-975.000	City Hall drive through window at Treasury		500,000
805-000-57300-975.000	City Hall furniture		45,729
805-000-57300-975.000	City Hall interior lighting in Council chambers		25,000
805-000-57300-975.000	City Hall plumbing preparation for mothers room		5,000
<u>Veterans Memorial Park</u>			
805-540.000	State grant for Veterans Park improvements	469,845	
805-000-57300-975.014	Veterans Park improvement project		554,845

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
COUNCIL CHAMBERS PROJECTOR UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from MOSS for the purchase and installation of two laser projectors, larger retractable projection screens, and a 75-inch television for the Council chambers in the total estimated amount of \$23,600.80.
2. It is also recommended City Council authorize a 10% contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from MOSS for the Council Chambers projector upgrades.
2. City Council authorizes the contingency.
3. City Council authorizes the City Manager to sign the contract.
4. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: August 12, 2025
Subject: Council Chambers Projector Upgrade
From: Paul Gerndt, Director of Information Technology
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase and installation of two laser projectors, larger retractable projection screens, and a 75-inch television for the Council Chambers, as quoted by MOSS for \$23,600.80, plus a 10% contingency for unplanned costs.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR – COMMUNITY
 - GOAL - Enhance community engagement and recreational opportunities for our residents.
- PILLAR - STEWARDSHIP
 - GOAL -- The careful and responsible management of city funding and resources to support our community.

DISCUSSION:

After reviewing the performance, maintenance requirements, and long-term cost efficiency of our Council Chambers projection system, it is recommended that City Council authorize upgrades including laser projectors, larger retractable projection screens, and a 75-inch television screen.

PROJECTORS

The current lamp-based projectors lack the ability to display detailed images and text with sufficient high-resolution clarity for audience viewing. It is recommended that they be replaced with modern laser projectors. Laser projectors are the best available solution due to their improved image quality, reduced maintenance, energy efficiency, and faster start-up and shutdown times.

Laser projectors deliver brighter, sharper, and more consistent images, even in well-lit rooms, ensuring presentations, training sessions, and visual content are clearer and more engaging. Traditional lamp projectors require delicate, labor-intensive bulb

replacements and filter cleanings, which increase downtime and labor costs. In contrast, laser projectors typically operate maintenance-free for 20,000+ hours, eliminating these recurring expenses.

Additionally, laser projectors consume less power than lamp-based units, supporting our sustainability goals and reducing operating costs. They also power on and off almost instantly, improving meeting efficiency and reducing wait times.

PROJECTION SCREENS

The current 8-foot screens are original equipment, installed during the construction of City Hall. Over the past 20+ years, wide and super-wide video formats have become standard, but these must currently be scaled down to fit the existing screens. Larger screens will enhance visibility for participants, improve presentation impact, and fully accommodate upgraded projection equipment.

The current Council Chambers screen size limits visibility, especially for those seated at the back. Larger screens will ensure all attendees can clearly view content without straining. Increased screen size will also allow for clearer display of detailed visuals such as charts, technical diagrams, and high-resolution images—supporting better comprehension and engagement. As we transition to higher-quality projection systems, larger screens will maximize the benefits of improved resolution and brightness.

75-INCH TELEVISION

The current 55-inch screen mounted at the rear of the Council Chambers above the entryway is difficult to read from the dais, particularly for detailed spreadsheets, charts, and small text. A 75-inch display will ensure meeting facilitators and participants can view content clearly.

MOSS was selected in 2020 (Resolution 26820) to upgrade the Council Chambers audio-video system. They are most familiar with its configuration and have provided excellent service in supporting and updating the system throughout its life. The attached quote from MOSS for \$23,600.80 includes two new laser projectors, larger projection screens, and a 75-inch television, with installation included.

Staff recommends including a contingency of approximately 10% to cover any unplanned costs that may arise during installation.

BUDGET IMPACT:

This project is included in the FY 2026 Capital Improvement Plan. The project is budgeted and funds are available in the FY 2026 budget in the Capital Projects Revolving Fund-General Government-Capital Outlay account 805-000-57300-975.000.

Attachment:

Moss Proposal

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: MOSS
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
561 Century Ave SW
[Contractor's street address]
Grand Rapids, MI 49503
[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: August 19, 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:

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

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

MOSS

By: _____
John Shay, City Manager

By: _____
[Signature officer, director, or principal of Contractor]

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

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, 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 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 shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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**

MOSS

Making Technology Work

Council Chambers Displays

QUOTE #862021023 V1

PREPARED FOR

City of Wyoming

PREPARED BY

Joe Troyer

August 07, 2025

Council Chambers Displays

Quote #862021023 v1

Prepared For:
City of Wyoming
 Paul Gerndt
 1155 28th St SW
 Wyoming, MI 49509

 P: (616) 451-9933
 E: paul.gerndt@wyomingmi.gov

Prepared by:
MOSS
 Joe Troyer
 561 Century Ave SW
 Grand Rapids, MI 49503

 P: 616-460-0162
 E: joe.troyer@mosstele.com

Date Issued:
Aug 7, 2025
 Expires:
Sep 1, 2025
 ERate SPIN #:

 Special Contract Ref. #:

N/A

Solution Summary

- **Remove existing ceiling mounted projection screens (2). Remove (4) ceiling mounted program speakers (to be abandoned). Move ceiling mounted camera as necessary to accommodate screen installation.**
- **Install new ceiling mounted projection screens (2)**
- **Remove existing projectors from ceiling lifts. Install new projectors. Adjust image for proper size at new projection surface.**
- **Remove existing display and mount at rear of room; replace with described 75" display and mount.**
- **Owner to provide disconnect/reconnect of electrical service at projection screens.**
- **Owner to contract for any required modifications to control system program with appropriate City vendor.**
- **Owner to provide for any required drop ceiling finishing work.**
- **Owner to provide 'disposal' of removed equipment.**

Equipment				
Part #	Description	Price	Qty	Ext. Price
34572	DaLite Advantage 60"x96" 113" diagonal ceiling recessed projection screen	\$4,106.25	2	\$8,212.50
V11HB28020	Epson L790U 7300 lumen laser projector	\$4,647.60	2	\$9,295.20
75UL3J-E	LG 75UL3J-E 75" back-lit LCD display	\$1,842.50	1	\$1,842.50
RLF3	Chief RLF3 Fixed Display Wall Mount	\$152.88	1	\$152.88
Subtotal:				\$19,503.08

Quote Summary		Amount
Equipment		\$19,503.08
Installation Materials		\$150.00
Installation Services		\$3,040.00
Subtotal:		\$22,693.08
Shipping:		\$907.72
Total:		\$23,600.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

E-Signature Confirmation

MOSS

City of Wyoming

Joe Troyer

Signature / Name

08/07/2025

Date

Paul Gerdt

Signature / Name


1/1/0001 12:00:00 AM

Date

Initials

Purchase Terms and Conditions

City of Wyoming of 1155 28th St SW, Wyoming, MI 49509 (hereinafter, CLIENT) and MOSS of 561 Century Ave. SW, Grand Rapids, MI 49503 (hereinafter, MOSS) agree that the following terms and conditions will apply to any orders for the sale of equipment and services to the CLIENT by MOSS.

1. **PRICE.** The pricing in this proposal are firm and not subject to change unless CLIENT delays the acceptance for more than thirty (30) days past the date of this MOSS proposal, in which case this proposal may be modified due to a change in MOSS's costs, unless there is written agreement of both parties to extend the initial pricing. In addition, MOSS may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. MOSS may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations.
2. **ACCESS.** CLIENT shall provide timely access to the areas needed for installation and provide the proper operating environment for the equipment and services, as specified by the manufacturer, including proper electrical and telecommunications connections.
3. **TERMS OF PAYMENT.** Invoices will be rendered on the date of shipment of CLIENT'S Equipment to the work site. Ongoing charges will be invoiced monthly based upon job progress and completed work, and final billing shall be invoiced upon the successful completion of MOSS's standard installation tests and CLIENT acceptance. Payment of invoices shall be by cash, check or electronic transfer and shall be due within twenty (20) days of MOSS's invoice date or incur an additional late fee of one and a half percent (1.5 %) per month on the unpaid balance. Credit card payments will only be accepted with a 3% service charge added.
4. **LIMITED WARRANTY** MOSS represents and warrants to CLIENT that the equipment and workmanship will be free from defects which materially affect the performance of the equipment for a period of one year for equipment and ninety days for labor. This warranty does not include defects or failures caused by customer abuse, misuse or negligence, or failures caused by electrical power surges. Moss does not warrant any third-party software for fitness of purpose or vulnerability to intrusion or attack.
5. **LIMITATION OF LIABILITY.** Without limiting the foregoing warranty, MOSS shall not be liable for any damages resulting from the use or inability to use its products or services, interruptions of service, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct or gross negligence by MOSS, the maximum liability of MOSS and its directors, officers, employees, agents, or suppliers for loss or damage caused by or arising from its performance under this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, shall be limited to the purchase price of the Equipment.
6. **FORCE MAJEURE.** Neither party shall be liable for delays, failure to perform or loss or damage due to force majeure conditions including, but not limited to, fire, explosion, power blackout, earthquake, volcanic action, flood, war, government requirement, acts of God or other similar causes beyond its reasonable control. Any party so delayed in its performance shall immediately notify the other and mutually agree to reschedule the remainder of the project.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. MOSS shall have all rights and remedies specified herein in addition to those specified in the Uniform Commercial Code as adopted in the State of Michigan. All such rights and remedies are cumulative. ~~MOSS shall be reimbursed by~~  The prevailing party CLIENT for all costs and expenses paid or incurred in enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and costs.
8. **ASSIGNMENT.** MOSS may subcontract for the performance of any of its obligations under this Agreement and this Agreement is not assignable by either party except with the prior written consent of the other party
9. **ACKNOWLEDGEMENT.** CLIENT acknowledges that it has read this Agreement, understands it, that the person signing on its behalf is authorized to sign on its behalf, and agrees to be bound by its terms and conditions. CLIENT further agrees that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all Agreements or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF MOWERS AND GATORS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Burnips Equipment for the purchase of a mower in the amount of \$8,306.46.
2. It is also recommended City Council accept a quote from Woodland Commercial Equipment for the purchase of a mower in the amount of \$15,970.50.
3. It is further recommended City Council accept a quote from Greenmark Equipment, LLC. for the purchase of three John Deere Gators in the total amount of \$35,516.99.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of one mower from Burnips Equipment in the total amount of \$8,306.46.
2. City Council authorizes the purchase of one mower from Woodland Commercial Equipment in amount of \$15,970.50.
3. City Council authorizes the purchase of three John Deere Gators from Greenmark Equipment in the total amount of \$35,516.99.
4. City Council authorizes the City Manager to sign the contracts.
5. City Council does hereby waive the provisions of 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: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

Staff Report

Contracts

Resolution No. _____

Staff Report

Date: August 4, 2025
 Subject: Parks and Recreation Equipment Purchases
 From: Tim Montgomery, Parks Maintenance Supervisor
 CC: Krashawn Martin, Director of Parks and Recreation
 Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase of 4 pieces of equipment for park maintenance, for a total of \$59,793.95 through Sourcewell contracts.

Alignment With Strategic Plan:

- Pillar 3 – Stewardship
 - Goal 1 – Enhance the efficiency and effectiveness of City operations and services.

Discussion:

The Wyoming Parks and Recreation department works collaboratively with Fleet Services to utilize cooperative purchasing agreements, when possible, to purchase equipment and vehicles. The department has a long history of utilizing John Deere Gator utility vehicles, as well as Toro and Wright mowers for the day-to-day maintenance of the parks and facilities. The equipment is selected because of their wide range of use in the parks as well as the ability of our park maintenance staff to maintain them in-house.

It is recommended City Council purchase the following: Wright WZXT 72" ZeroTurn Mower from Woodland Equipment using Sourcewell contract # 112624-WRT; Toro HDM 32" Model 74532 Mower from Burnips Equipment Co. using Sourcewell contract # 112624-TTC; John Deere Gator TE from Greenmark Equipment, LLC using Sourcewell contract # 112624-DAC (PG NB CG 70); John Deere Gator TX from Greenmark Equipment, LLC using Sourcewell contract # 112624-DAC (PG NB CG 70).

The equipment is listed in detail below:

Description	Distributor	Sourcewell Contract #	Note	Cost
Wright WZXT 72" ZeroTurn Mower	Woodland Equipment	112624-WRT	Ideal Park replacement	\$ 15,970.50
Toro HDM 32" Model 74532 Mower	Burnips Equipment Co.	112624-TTC	Godwin Mercado new purchase	\$ 8,306.46
John Deere Gator TE	Greenmark Equipment, LLC	112624-DAC (PG NB CG 70)	Godwin Mercado new purchase	\$ 15,213.17
John Deere Gator TX	Greenmark Equipment, LLC	112624-DAC (PG NB CG 70)	Gezon Park replacement	\$ 10,151.91
John Deere Gator TX	Greenmark Equipment, LLC	112624-DAC (PG NB CG 70)	Ideal Park replacement	\$ 10,151.91
				\$ 59,793.95

Budget Impact:

Funds are budgeted for these equipment purchases in capital account number 208-751-75600-984.000

CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

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

Effective Date means: July 23, 2025.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Supplier's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means:

Greenmark Equipment LLC
[Name of supplying entity]
A Delaware LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
2040 Chicago Dr
[Supplier's street address]
Jenison, MI, 49428
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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


1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
None.

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

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

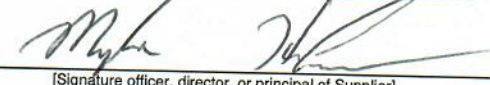
City of Wyoming

By: _____
John Shay, City Manager

Approved as to form: _____


Gregory T. Stremers, City Attorney

Supplier: Greenmark Equipment, LLC

By: _____

[Signature officer, director, or principal of Supplier]
Mykel Harkema Sales
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: 7-23, 2025

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier'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. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier'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. Supplier and its 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 Supplier 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, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier 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. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

C. Supplier 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 Supplier is in the

sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. 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.

6. Payment to Supplier.

A. Supplier 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 Supplier 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 and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier 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. Supplier 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.

8. Information, Quality, and Related Requirements.

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier 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.

9. 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.

10. **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 this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. **Disputes/Remedies.** The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for 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 Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other 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 13.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.

17. **Risk Allocation.** Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier 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 actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. **Insurance.**

A. Supplier shall maintain 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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect 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 afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKER'S COMPENSATION/EMPLOYER'S 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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. **General Terms.**

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Mykel Harkema

GreenMark Equipment, LLC 2040 Chicago Drive

Jenison, MI 49428

Tel: 616-669-2000

Fax: 616-669-4399

Email:

mharkema@greenmarkequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



Quote Id: 33148857

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

GreenMark Equipment, LLC
2040 Chicago Drive
Jenison, MI 49428
616-669-2000
Jenison@GreenMarkEquipment.com

10 July 2025

Tim Montgomery
1155 28TH ST SW
WYOMING, MI 49509

Mykel Harkema
616-669-2000
GreenMark Equipment, LLC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 GreenMark Equipment, LLC
 2040 Chicago Drive
 Jenison, MI 49428
 616-669-2000
 Jenison@GreenMarkEquipment.com

Quote Summary

Prepared For:

Tim Montgomery
 CITY OF WYOMING PARKS
 Tim Montgomery
 1155 28TH ST SW
 WYOMING, MI 49509
 Business: 616-249-3473
 TIM.MONTGOMERY@WYOMINGMI.US.COM

Delivering Dealer:

GreenMark Equipment, LLC
 Mykel Harkema
 2040 Chicago Drive
 Jenison, MI 49428
 Phone: 616-669-2000
 mharkema@greenmarkequipment.com

Certificate Under Agricultural Producing Exemption

Quote Id: 33148857

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

WARRANTY PROVISIONS (IF APPLICABLE):

Created On: 10 July 2025
Last Modified On: 10 July 2025
Expiration Date: 09 August 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TE (Model Year 2026)	\$ 18,324.00	\$ 15,213.17 X	1 =	\$ 15,213.17
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
Price Effective Date: July 9, 2025				
Equipment Total				\$ 15,213.17

Trade In Total **\$ 0.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 15,213.17
Trade In	
SubTotal	\$ 15,213.17
Est. Service Agreement Tax	\$ 0.00
Total	\$ 15,213.17
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 15,213.17

Salesperson: X _____

Accepted By: X _____

Selling Equipment

Quote Id: 33148857

Customer Name: CITY OF WYOMING PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
 GreenMark Equipment, LLC
 2040 Chicago Drive
 Jenison, MI 49428
 616-669-2000
 Jenison@GreenMarkEquipment.com

JOHN DEERE GATOR™ TE (Model Year 2026)
Contract: Sourcwell Grounds Maint
 112624-DAC (PG NB CG
 70)

Suggested List *

\$ 18,324.00

Price Effective Date: July 9, 2025

Selling Price *

\$ 15,213.17

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
55D1M	GATOR™ TE (Model Year 2026)	1	\$ 15,699.00	17.00	\$ 2,668.83	\$ 13,030.17	\$ 13,030.17
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
4079	Less Roof and Panels	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Less Protection Package	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
5105	Select Comfort and Convenience Package	1	\$ 2,600.00	17.00	\$ 442.00	\$ 2,158.00	\$ 2,158.00
Standard Options Total			\$ 2,600.00		\$ 442.00	\$ 2,158.00	\$ 2,158.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Fees							
	TITLE FEE	1	25.00			25.00	25.00
Equipment Fees Total			\$ 25.00			\$ 25.00	\$ 25.00
Total Selling Price			\$ 18,324.00		\$ 3,110.83	\$ 15,213.17	\$ 15,213.17



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Mykel Harkema

GreenMark Equipment, LLC 2040 Chicago Drive

Jenison, MI 49428

Tel: 616-669-2000

Fax: 616-669-4399

Email:

mharkema@greenmarkequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



Quote Id: 33213778

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

GreenMark Equipment, LLC
2040 Chicago Drive
Jenison, MI 49428
616-669-2000
Jenison@GreenMarkEquipment.com

23 July 2025

Tim Montgomery
1155 28TH ST SW
WYOMING, MI 49509

Mykel Harkema
616-669-2000
GreenMark Equipment, LLC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 GreenMark Equipment, LLC
 2040 Chicago Drive
 Jenison, MI 49428
 616-669-2000
 Jenison@GreenMarkEquipment.com

Quote Summary

Prepared For:

Tim Montgomery
 CITY OF WYOMING PARKS
 Tim Montgomery
 1155 28TH ST SW
 WYOMING, MI 49509
 Business: 616-249-3473
 TIM.MONTGOMERY@WYOMINGMI.US.COM

Delivering Dealer:

GreenMark Equipment, LLC
 Mykel Harkema
 2040 Chicago Drive
 Jenison, MI 49428
 Phone: 616-669-2000
 mharkema@greenmarkequipment.com

Certificate Under Agricultural Producing Exemption

Quote Id: 33213778

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

WARRANTY PROVISIONS (IF APPLICABLE):

Created On: 23 July 2025
Last Modified On: 23 July 2025
Expiration Date: 22 August 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TX (Model Year 2026)	\$ 12,226.10	\$ 10,151.91 X	1 =	\$ 10,151.91
Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)				
Price Effective Date: July 22, 2025				
Equipment Total				\$ 10,151.91

Trade In Total **\$ 0.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 10,151.91
Trade In	
SubTotal	\$ 10,151.91
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,151.91
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,151.91

Salesperson: X _____

Accepted By: X _____



Selling Equipment

Quote Id: 33213778

Customer Name: CITY OF WYOMING PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 GreenMark Equipment, LLC
 2040 Chicago Drive
 Jenison, MI 49428
 616-669-2000
 Jenison@GreenMarkEquipment.com

JOHN DEERE GATOR™ TX (Model Year 2026)

Contract:	Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)	Suggested List * \$ 12,226.10
Price Effective Date:	July 22, 2025	Selling Price * \$ 10,151.91

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A9M	GATOR™ TX (Model Year 2026)	1	\$ 11,099.00	17.00	\$ 1,886.83	\$ 9,212.17	\$ 9,212.17
Standard Options - Per Unit							
001F	US 49 State	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4079	Less Roof and Panels	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
5100	Base Comfort and Convenience Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM23734	Cargo box power lift	1	\$ 1,102.10	17.00	\$ 187.36	\$ 914.74	\$ 914.74
Dealer Attachments Total			\$ 1,102.10		\$ 187.36	\$ 914.74	\$ 914.74
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Fees							
	TITLE FEE	1	25.00			25.00	25.00
Equipment Fees Total			\$ 25.00			\$ 25.00	\$ 25.00
Total Selling Price			\$ 12,226.10		\$ 2,074.19	\$ 10,151.91	\$ 10,151.91

CITY OF WYOMING

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

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

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

Effective Date means: July 23, 2025

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Supplier's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Woodland Commercial Equipment LLC
[Name of supplying entity]
A Michigan Limited Liability Company
[State and type of entity, e.g., corporation, limited liability company, etc.]
1622 Lake Michigan Dr. NW
[Supplier's street address]
Grand Rapids, MI 49435
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

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

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

City of Wyoming


By: _____
John Shay, City Manager

Approved as to form:



Gregory T. Stremers, City Attorney

Supplier: Woodland Commercial Equipment LLC

By:  _____
[Signature officer, director, or principal of Supplier]
Brian Winkler, President
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: 7/23, 2025

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier'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. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier'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. Supplier and its 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 Supplier 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, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier 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. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

C. Supplier 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 Supplier is in the

sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. 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.

6. Payment to Supplier.

A. Supplier 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 Supplier 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 and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier 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. Supplier 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.

8. Information, Quality, and Related Requirements.

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier 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.

9. 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.

10. 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 this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for 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 Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other 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 13.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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier 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 actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain 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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect 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 afforded shall be primary and any other insurance that may be in effect 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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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

**Exhibit B
Proposal**



1622 Lake Michigan Drive NW
 Grand Rapids, MI 49534
 www.WoodlandCE.com
 (616) 677-LAWN (5296)

Open Ticket / In Progress 109255

Thank you for your business! Items must be returned in the original package and in resalable condition to receive credit. No returns on electrical parts. Please note: Returns may be subject to a restocking fee.

Bill To				Ship To		
City Of Wyoming Parks & Recreation Dept 1155 28th St SW Wyoming, MI 49509						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
19314			(616) 540-7009	(616) 540-7009	Charge	SOURCWELL
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Mike	Mike	06/10/25	109255	montgomt@wyomingmi.gov		WRIGHT Counter Sales

Section 1 SOURCWELL WRIGHT WZXT 72 ZEROTURN

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
WRWZXT72S61G8E1B	WRIW	ZXT 72" MOWER / 40HP VANGUARD / SUSPENS	1			\$20,475.00	\$15,970.50	\$15,970.50
		SN 179630DH						

Note

*** CUSTOMERS SOURCEWELL ACCOUNT# 33739 ***

Invoice Total	\$15,970.50
Sales Tax	\$0.00
Grand Total	\$15,970.50

Payment for the equipment listed on this invoice is due in full upon delivery or pickup. All open charge account parts and service invoices are Net 30 days. Please ensure timely payment to avoid any delays or late fees.

Notes:		Customer acknowledges receipt thereof:
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CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

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

Effective Date means: August 19, 2025.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Supplier's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means:

BORNIPS EQUIPMENT CO.
(Name of supplying entity)
A CORPORATION of Michigan
(State and type of entity, e.g., corporation, limited liability company, etc.)
3073 142ND AVE.
(Supplier's street address)
DOWN, MI 49323
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:
None.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Supplier: BORNIPS EQUIPMENT CO.

By: Arnon Bornips
(Signature officer, director, or principal of Supplier)
ARNON BORNIPS SALES MANAGER
(Typed/Printed Name & Title of Person Signing for Supplier)

Approved as to form: [Signature]

Date signed: JULY 23, 2025

Gregory T. Stremers, City Attorney

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. **Legal Compliance.** Supplier and all Supplier'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. **Qualifications.** Supplier represents and promises that:

A. Supplier and Supplier'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. Supplier and its 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 Supplier 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, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier 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. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

C. Supplier 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 Supplier is in the

sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. **Ethical Standards.** To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. **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.

6. **Payment to Supplier.**

A. Supplier 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 Supplier 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 and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. **Intellectual Property.** Supplier 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. Supplier 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.

8. **Information, Quality, and Related Requirements.**

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier 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.

9. **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.

10. 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 this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for 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 Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other 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 13.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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier 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 actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain 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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect 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 afforded shall be primary and any other insurance that may be in effect 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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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

**Exhibit B
Proposal**



www.burnips.com

Dorr Location - 616.896.9190
3073 142nd Ave, Dorr MI 49323

Customer PO _____ New Customer

Sold to _____ City of Wyoming _____ Address # _____

Address _____ 2660 Burlingame Ave. _____

City/State/Zip _____ Wyoming MI 49509 _____

Phone # _____ (616) 249-3473 _____ County _____ Kent _____

Email Address _____

Sale Date _____ Salesperson _____ Ty Brinks _____

Equipment Purchase

UNIT NUMBER	DESCRIPTION AND SERIAL NUMBER	AMOUNT
Order	Toro HDM 32" Model 74532	\$ 10,999.00
	Toro Sourcewell 27% Discount	-\$ 2,969.73
	Toro Mulch Kit - Part Number 161-6718 (Blades included)	\$ 277.19
	Price Includes prep, freight, and local delivery	

Trade In

Buyer certifies below trade-ins are to be free of encumbrances and any known defects have been noted below.

UNIT NUMBER	DESCRIPTION AND SERIAL NUMBER	AMOUNT
Total Allowance		\$ 0.00
Payoff Info:		Amount
Bank info, account number, loan/note number, payoff due date, etc		Trade Equity \$ 0.00

- Sold New, with manufacturer's standard warranty. Warranty does not cover pick up, delivery, or travel time.
- Sold Used, AS IS (no warranty): The equipment above is sold and purchased in its present condition, as is, and no warranty of any kind is made, expressed, or implied by the dealer unless otherwise noted:

- Sales Tax Exempt on file or accompanying paperwork is with sale, if needed

I am an adult, under no legal disability and have received a copy of this document. I understand this document, when executed by both parties, to be a legal contract, by the terms of which I agree to be fully and legally bound. This order is valid only when signed and accepted by the dealer. I have inspected the equipment and accept it in its stated condition.

Notes: _____

Total Sales	\$ 8,306.46
Trade Equity	\$ 0.00
Trade Difference	\$ 8,306.46
Sales Tax	
Plate/Title Fee	
PPP	
Contract Fees	
GRAND TOTAL	\$ 8,306.46

Payment with Order	
Payment on Delivery	
Amount Financed	
Payment Details	

Customer Signature _____ Dealer Signature _____ Delivery Date _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
PINERY PARK PARKING LOT RESURFACING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Superior Asphalt Inc. for seal coat and crack repair for a portion of the Pinery Park parking lot in the total estimated amount of \$14,250.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Superior Asphalt Inc. for the Pinery Park parking lot resurfacing.
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: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

Staff Report

Date: July 7, 2025
Subject: Resurfacing Pinery Park Parking Lot
From: Nicole Hofert, Director of Community and Economic Development
Krashawn Martin, Director of Parks and Recreation
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: August 18, 2025

RECOMMENDATION

It is recommended the City Council accept a proposal from Superior Asphalt Inc. for seal coat and crack repair for a portion of the Pinery Park parking lot for \$14,250.

ALIGNMENT WITH STRATEGIC PLAN

- Pillar 1 – Community
Goal 1 – Complete City Center Public Improvements

DISCUSSION

The new City Center trail system through Pinery Park includes a portion of painted crosswalk area in the Pinery Park parking lot. The condition of the parking lot requires more than just patch repair prior to the installation of the new pedestrian crossing area. The City received two quotes for the work. Quotes were received from:

Company	Lump Sum NTE
A1 Asphalt	\$14,780
Superior Asphalt	\$14,250

Staff recommends awarding the low quote, Superior Asphalt, the job.

BUDGET IMPACT

There are available funds in 496-901-90131-973.002.

ATTACHMENTS

Quotes
Resolution



Area for crack
repair and seal
coat

Baseball Field

Layers

Google

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: Superior Asphalt Inc
[Name of contracting entity]
Inc Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
669 Century SW
[Contractor's street address]
Grand Rapids, MI 49503
[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: 8/19, 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:

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

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

Contractor:

By: _____
John Shay, City Manager

By: _____
[Signature officer, director, or principal of Contractor]

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

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form: 

Gregory T. Stremers, 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 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**

SUPERIOR ASPHALT, INC.

669 Century SW
Grand Rapids, MI 49503

Office: 616-451-3200
Fax: 616-451-3969
Email Address: nate@superiorasphalt.com

Proposal

Date: 5/10/2025

Quoted to:

Job Name & Location

City of Wyoming
Tim Montgomery - Parks Foreman
1155 28th Street SW
Wyoming, Michigan 49509

Phone: (616) 249-3473
Fax:
Cell: (616) 293-8460
Email: tim.montgomery@wyomingmi.gov

Pinery Park
Parking lot near Baseball Field
2301 De Hoop Ave
Wyoming, MI 49509

Customer ID

Good Thru

Payment Terms

Sales Rep

30 Days

Due Upon Completion

Nate Voruganti 616-893-7863

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

Seal Coat Parking areas Approximately 44,400 square feet

Clean asphalt thoroughly of all dirt and debris.

After cleaning, oil spots shall be coated with an acrylic oil spot primer to help prevent the bleeding of oil through sealer.

NOTE: Due to excessive oil saturation in areas that have deteriorated the asphalt, we can not warranty against the inability of the sealer to adhere.

To apply one heavy coat of our custom blended coal tar emulsions asphalt sealer, which exceeds the standards of ASTM D-5727 and Federal Spec RP-355E.

The sealer will contain 2-3 pounds of pure silica sand per gallon. The sealer also has a rubberized additive to enhance a longer lasting job.

TOTAL \$11,100.00

Crack Repair (up to 3500 linear feet of the worst excluding the stable but fractured areas):

To clean cracks, 3/8" or larger, using our Thermo Blaster System (2000 °F @ 110 PSI). Then to seal cracks using the bander method or injection process.

May not include all cracks in lot/drive.

Route cracks to a minimum width of 1/2".

TOTAL \$3,150.00

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

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

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

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

Total:

\$14,250.00

Authorized Signature: _____

Acceptance of Proposal

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

Signature: _____

Printed Name: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
2025 ANNUAL PAVEMENT MARKINGS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Michigan Pavement Markings, LLC to paint, stripe, and detail the street pavement markings at the unit costs as indicated in the attached contract using Kent County Road Commission bid pricing.
2. It is estimated the City will spend \$75,000.00 for the pavement markings.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Michigan Pavement Markings, LLC for 2025 annual pavement markings.
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: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: August 7, 2025
Subject: 2025 Annual Pavement Markings
From: Jeff Oonk, City Engineer
CC: Aaron Vis, Director of Public Works
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended the City Council accept a proposal from Michigan Pavement Markings, LLC to paint, stripe, and detail the street pavement markings at the unit costs as indicated in the attached contract, with a not to exceed amount of \$75,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

It is necessary to repaint approximately 150 miles of major street lane lines within the City on an annual basis. Earlier this year, the Kent County Road Commission received three bids for pavement marking work and the City plans to utilize the unit prices associated with this bid. The low bidder in past years has been used by the City, but they have failed to perform as contracted. Therefore, the second lowest bidder, Michigan Pavement Markings, LLC, was contacted and has agreed to perform these services utilizing the Kent County Road Commission pricing.

The attached quotation from Michigan Pavement Markings, LLC, provides unit pricing for work within the City. The cost for this work based on estimated quantities is \$67,098.00. However, since the City will be billed on actual quantities once the work is performed, it is recommended that a contingency be included, and that a not to exceed amount of \$75,000 be approved.

BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Traffic Services Repairs and Maintenance Account No. 202-441-47400-930.000.

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: Michigan Pavement Markings, LLC
(Name of contracting entity)
A Michigan limited liability company
(State and type of entity, e.g. corporation, limited liability company, etc.)
7059 Parlo St
(Contractor's street address)
Byron Center, MI 49315
(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: August 19, 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:

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

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

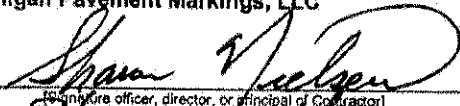
Date signed: _____, 20__

Approved as to form:



Gregory T. Stromers, City Attorney

Michigan Pavement Markings, LLC

By: 

Shannon Nielsen
(Type/Printed Name & Title of Person Signing for Contractor)

Date signed: 8-7, 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 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/FPMI/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.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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**



P.O. Box 9673
 Wyoming, MI 49509-0673
 Ph: (616) 261-3111
 Fx: (616) 261-3150

Attn: Brian Sarber
 City of Wyoming
 email: brian.sarber@wyomingmi.gov

2025 Quote

<u>Item Description:</u>	<u>Unit Price:</u>	<u>Unit:</u>	<u>Quantity:</u>	<u>Amount:</u>
4" Solid Yellow	\$0.060	lft	600,000	\$36,000.00
4" Skip Yellow	\$0.064	lft	40,000	\$2,560.00
4" Solid White	\$0.058	ea	86,000	\$4,988.00
4" Skip White	\$0.066	ea	115,000	\$7,590.00
4" White Edge Line	\$0.058	lft	120,000	\$6,960.00
6" White Edge Line	\$0.100	lft	90,000	\$9,000.00

Quantities are an estimate, actual quantities to be measured on sight

TOTAL DUE \$67,098.00

Jason Kooiker
 Manager
 Michigan Pavement Markings LLC



02/25/2025

Bid Tabulation

Contract #25-33: Pavement Marking Services

Contract Term: To 12/31/2025, w/ Two, One-Year Renewal Options

Bidder	Waterborne Paint (Cost Per/Total)							Total
	4" Solid White Line Est. 1400 mi	4" Skip White Line Est. 40 mi	4" Solid Yellow Line Est 1500 mi	4" Skip Yellow Line Est 150 mi	8" Wide White Line Est 1500 ft			
M & M Pavement Marking, Inc	\$307	\$400	\$307	\$307	\$460,500	\$0.30	\$450	\$952,800
Michigan Pavement Markings LLC	\$310	\$350	\$315	\$340	\$472,500	\$0.10	\$150	\$971,650
P.K.Contracting inc	\$339	\$339	\$367.22	\$367.22	\$550,830	\$0.85	\$1,275	\$1,095,348

Bidder	Regular Dry Paint or Low Temp Waterborne (Cost Per/Total)							Total
	4" Solid White Line Est. 30 mi	4" Skip White Line Est. 5 mi	4" Solid Yellow Line Est 30 mi	4" Skip Yellow Line Est 5 ml	8" Wide White Line Est 600 ft			
M & M Pavement Marking, Inc	\$310	\$410	\$310	\$310	\$9,300	\$0.30	\$180	\$22,380
Michigan Pavement Markings LLC	\$375	\$400	\$375	\$400	\$11,250	\$0.10	\$60	\$26,560
P.K.Contracting inc	\$446.30	\$446.30	\$446.30	\$446.30	\$13,389	\$0.85	\$510	\$31,751

* 2025 Pavement Markings Price Reflects a 8.36% Increase from the 2024 Price

STAFF RECOMMENDS FOR THE BOARD TO THE AWARD THE CONTRACT TO M & M PAVEMENT MARKING, INC, THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

Bid Letting Date: 02/18/2025
Anticipated Board Award Date: 02/25/2025

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR DESIGN SERVICES RELATED TO THE PRAIRIE PARKWAY PROJECT FROM MICHAEL AVENUE TO WENTWORTH DRIVE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Progressive Companies for design services related to the Prairie Parkway project from Michael Avenue to Wentworth Drive in the total amount not to exceed \$188,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves the proposal for design services related to Prairie Parkway project from Michael Avenue to Wentworth Drive.
2. City Council authorizes the City Manager to sign the contract.
3. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: August 7, 2025

Subject: Progressive Companies – Design Services for Prairie Parkway

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works
Nicole Hofert, Director of Community and Economic Development

Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended the City Council accept a proposal from Progressive Companies for design services related to the Prairie Parkway project from Michael Avenue to Wentworth Drive, in an amount not to exceed \$188,000.00

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Goal 1 – Complete City Center Public Improvements
- Pillar 3 – Stewardship
 - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

The City anticipates receiving \$1,520,000 in Federal funds and using \$980,000 of local funds for the Prairie Parkway project in 2026. The scope for this project includes resurfacing the entire street within city limits, restriping to road diet from 4 lanes to 3, adding a bike lane and replacing the watermain from Byron Center to the west city limit. The proposed bike lanes would create a key connection between the City Center improvements on 28th Street and Kent Trails. Road dieting to add bike lanes is a low-cost way to add non-motorized facilities to an existing street. However, some people are not comfortable using an on-street facility, particularly families with young children. A separate bike path built adjacent to the street (in place of the standard sidewalk) is more desirable and appeals to a wider group of people. This type of non-motorized facility requires a high level of design and is more costly but provides a higher level of service to residents. Up to \$3,000,000 in additional funding is available from the City Center project to add a separated bike path to this project.

This project is on a tight timeline to meet MDOT's bidding schedule and secure the Federal funds. To meet this schedule and perform the additional design needed to add a separated bike path, the City requested proposals from 3 engineering firms that are well qualified to do this work. Two proposals were received and are summarized in the table below.

Consultant	Lump Sum NTE
Progressive Companies	\$188,000
Fishbeck	\$194,500

Progressive Companies is highly experienced in providing engineering design services and provided the lowest cost proposal for this project.

BUDGET IMPACT:

Funds can be financed out of the City Center Fund Account No. 496-901-90133-973.002.

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(No RFP)

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

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means August 19, 2025.

Professional means Progressive Companies, a Michigan corporation at 1811 4 Mile Rd NE, Grand Rapids, MI 49525

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

Proposal means Professional's proposal attached as Exhibit B.

Services or *Work* means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

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

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

City of Wyoming

By: _____
John Shay, City Manager



Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Progressive Companies

By:  
[Signature officer, director or principal of Professional]
Jeffrey Roman, Principal
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: August 11, 2025

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Qualifications. Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional, any subcontractor, and all their 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. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

C. If Professional will engage with others on City's behalf, Professional 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, Professional must use language assistance services in communications.

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

E. Professional 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 Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

G. Professional 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 Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.

4. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will 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 Professional or of any parent, affiliate, or subsidiary organization 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. Professional will immediately notify City of any subsequently discovered changes in meeting the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

6. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Professional 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 copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

8. Taxes. City is generally exempt from federal and 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 separately list amounts added for taxes.

9. Records. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

10. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

11. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and

statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

12. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating 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 receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. 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, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all 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.

13. Professional Liability and Risk Allocation.

A. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

14. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
\$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
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 that may be in effect 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.
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 that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$1,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

15. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional 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



Request for Proposal
August 7, 2025

City of Wyoming

2026 Prairie Parkway Resurfacing, Bike Path and Watermain



A People-First Approach to
Developing Vibrant Communities





1811 4 Mile Rd NE
Grand Rapids, MI 49525
weareprogressive.com

August 7, 2025

Jeff Oonk, City Engineer
City of Wyoming Engineering Department
2660 Burlingame Avenue, SW
Wyoming, MI 49509

RE: 2026 Prairie Parkway Resurfacing, Bike Path and Watermain

Dear Jeff,

Progressive Companies is pleased to submit this proposal for Design Services for the Prairie Parkway Resurfacing, Bike Path, and Watermain Improvements project. We are excited for the opportunity to support the City of Wyoming in enhancing this section of Prairie Parkway between Michael Avenue and Wentworth Drive. It's an honor to continue building our professional relationship with the City and your dedicated staff.

We are especially grateful for our recent collaborations on several successful City projects, including 54th Street Reconstruction, Hook Avenue Reconstruction and Sanitary Sewer Extension, City Center Trails, and the Pedestrian Bridge over 28th Street. These projects reflect the strength of our partnership and our shared commitment to pushing through challenges and delivering high-quality outcomes. Clients like you, who value thoughtful, community-driven design, are exactly the kind of partners we're proud to work with.

The Infrastructure Team at Progressive Companies is made up of talented professionals with a wide range of expertise. Our depth of experience and strong industry relationships position us to deliver a successful project. For Prairie Parkway, we've assembled a team ready to hit the ground running, with a clear understanding of the schedule and urgency. The core team includes Dan Westenburg as Project Manager, Jackson Zuhl as Lead Civil Engineer, and Joe Eberle as Lead Transportation Engineer. We recognize and appreciate that, just as we do, you value continuity and the trust that comes with familiar, reliable faces.

We have worked through many challenging projects together, no matter how long it takes. From a breach of access to clearance over a state trunkline, we tap into our teams skills, relationships, and passion for delivering to get the job done. As with a long term trusted partnership, we are here to help and never more than a phone call away.

We've truly enjoyed working with you and hope to continue building on this relationship for years to come. If you have any questions, please feel free to contact us at 616.304.5238 or czull@weareprogressive.com.

Sincerely,

A handwritten signature in blue ink that reads 'Christopher E. Zull'.

Chris Zull, PE

Transportation Practice Leader
czull@weareprogressive.com
616.988.4867

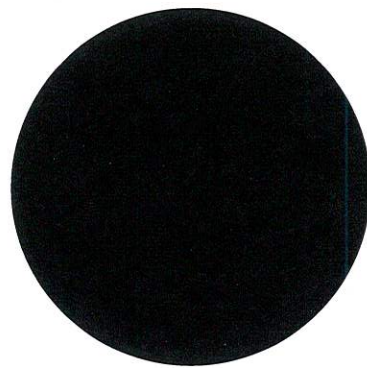
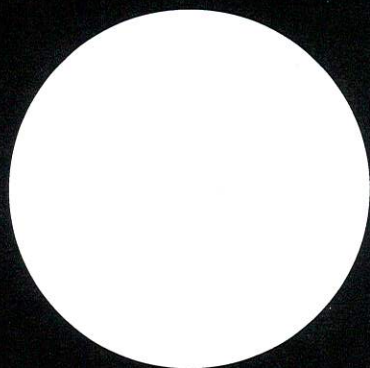
A handwritten signature in blue ink that reads 'Jeffrey M. Roman'.

Jeffrey M. Roman, PE

Principal, Director of Engineering

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- 04** Firm Profile
- 06** Project Experience
- 14** Project Team
- 18** Project Understanding & Approach
- 22** Fee Proposal



Transforming Spaces. Empowering People.



Progressive Companies is a multidisciplinary national design firm connecting people, places and communities through transformative spaces, structures, pathways, and environments. We believe innovation is more than leading with the best technologies and latest trends – it's a creative process beginning with curiosity and diving deep into understanding your world. As problem-solvers, our team of designers, architects, consultants, engineers, and strategists enthusiastically work alongside you to envision a bold, new future.

From modest beginnings of four original engineering partners in 1962, to over 350 employees serving clients across the nation today, Progressive Companies has always thrived on an entrepreneurial mindset. As an employee-owned business, individuals take personal accountability for representing the firm's values of leadership, learning, trust, and diversity.

Our talented workforce brings decades of expertise in all facets of architecture, engineering construction, and planning – with a broad and deep portfolio representing 12 markets and projects in 49 states. Strategically located in Grand Rapids, MI; Detroit, MI; Asheville, NC; Charlotte, NC; Durham, NC; and Greenville, NC, our teams are poised to help you reach new heights from a strong foundation.

Expertise

- Architecture
- Civil Engineering
- Community Workshops
- Construction Management
- Controlled Environments
- Electrical Engineering
- Healthcare Planning
- Interior Design
- Landscape Architecture
- Lighting Design
- Logistics
- Urban Planning
- Mechanical Engineering
- Program Design and Delivery
- Roads and Utilities
- Structural Engineering
- Sustainable Design
- Traffic Engineering
- Universal Design
- Urban Design
- Workplace Strategy

Markets

- Automotive
- Civic
- Education
- Health and Wellness
- Mixed Use
- Science and Industry
- Transportation
- Urban Design and Planning
- Water Resources
- Workplace



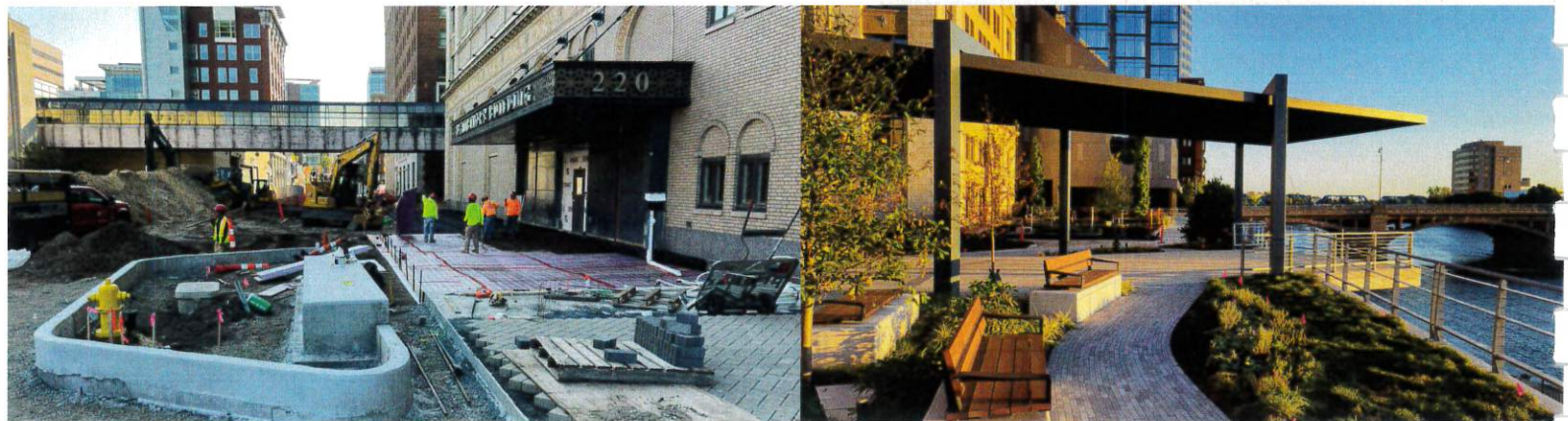
Municipal Engineering Expertise

Progressive Companies has continued to innovate for more than 60 years. We have gained considerable wisdom over those years and seen remarkable growth with offices in Michigan and North Carolina and active work in the 49 contiguous states. With 350+ professionals and a full range of expertise, Progressive Companies is leading the way in thought leadership and innovative design.

One thing we know is each client faces one-of-a-kind needs that must be met, while keeping the future in mind. This is exciting to us. No challenge is too great, thanks to our comprehensive range of services.

Whatever discipline is required, we have subject matter experts on hand to find the right solution. Our areas of expertise include:

- Architecture
- Design-build
- Engineering
- Interior Design and Procurement
- Transportation Engineering
- Landscape Architecture and Urban Planning
- Planning and Consulting
- Water Resources



We are passionate about enhancing communities and helping them maintain their infrastructure. We understand the role that engineering plays to make that happen. To this end, Progressive Companies employs a dedicated group of engineers who are experts in their field. Our municipal-focused engineers excel in roadway, trails, and utility planning and design, stormwater management, traffic analysis, and signal design. They stay ahead of industry trends and best practices, making them well-equipped to understand and maintain community infrastructure and communicate with municipal officials, governmental agencies (MDOT, road commissions, EGLE, etc.) and concerned citizens.

Progressive Companies has been involved in numerous community projects for a variety of clients including township, villages, cities, counties and state transportation departments. Throughout these projects, we have helped to deliver projects that maintain and improve our existing infrastructure.

Services Include:

- Complete Construction Engineering and Observation Services
- Construction Staking
- GIS Services
- Green Infrastructure
- Master Planning
- Multi-modal Transit Planning and Design
- Park Master Planning and Design
- Roadway Evaluation and Design
- Signal Design
- Storm Drainage System Planning and Design
- Streetscape Design
- Surveying and Mapping
- Traffic Studies
- Utility System Rate Analysis
- Wastewater System Planning and Design
- Water System Planning and Design

Project Experience

Wyoming Pedestrian Bridge

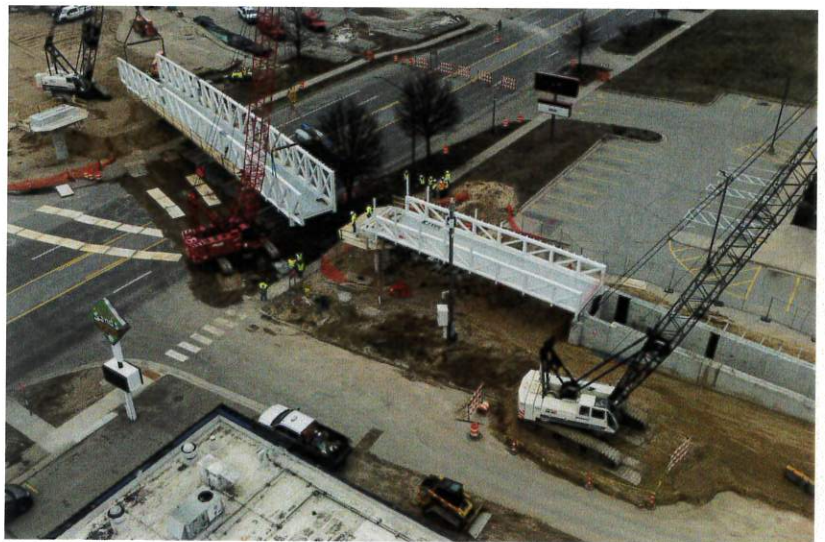
Wyoming, MI

Progressive Companies assisted in the design and construction administration of a 12-foot wide, accessible and ADA-compliant pedestrian bridge over M-11 (28th Street) in Wyoming, Michigan.

Improving connections for people walking and bicycling between regional destinations including Grace Christian University, Pinery Park, HOM Flats, and more, the pedestrian bridge represents a significant step in the ongoing revitalization efforts in the City Center area.

The pedestrian bridge provides safe and comfortable crossings for people walking and bicycling across 28th Street, a five-lane urban arterial corridor with a high level of traffic stress. With existing distances between signalized intersections of over 2,500 feet, the bridge also significantly decreases the length people need to travel to access a safe or controlled crossing location.

Bridge design and construction involved ongoing coordination with the Michigan Department of Transportation (MDOT), the City, and other key stakeholders to ensure that the design and location met all applicable design standards. Progressive Companies is providing architectural design services, foundation analysis, traffic control, and construction administration services to the city throughout the ongoing project process.

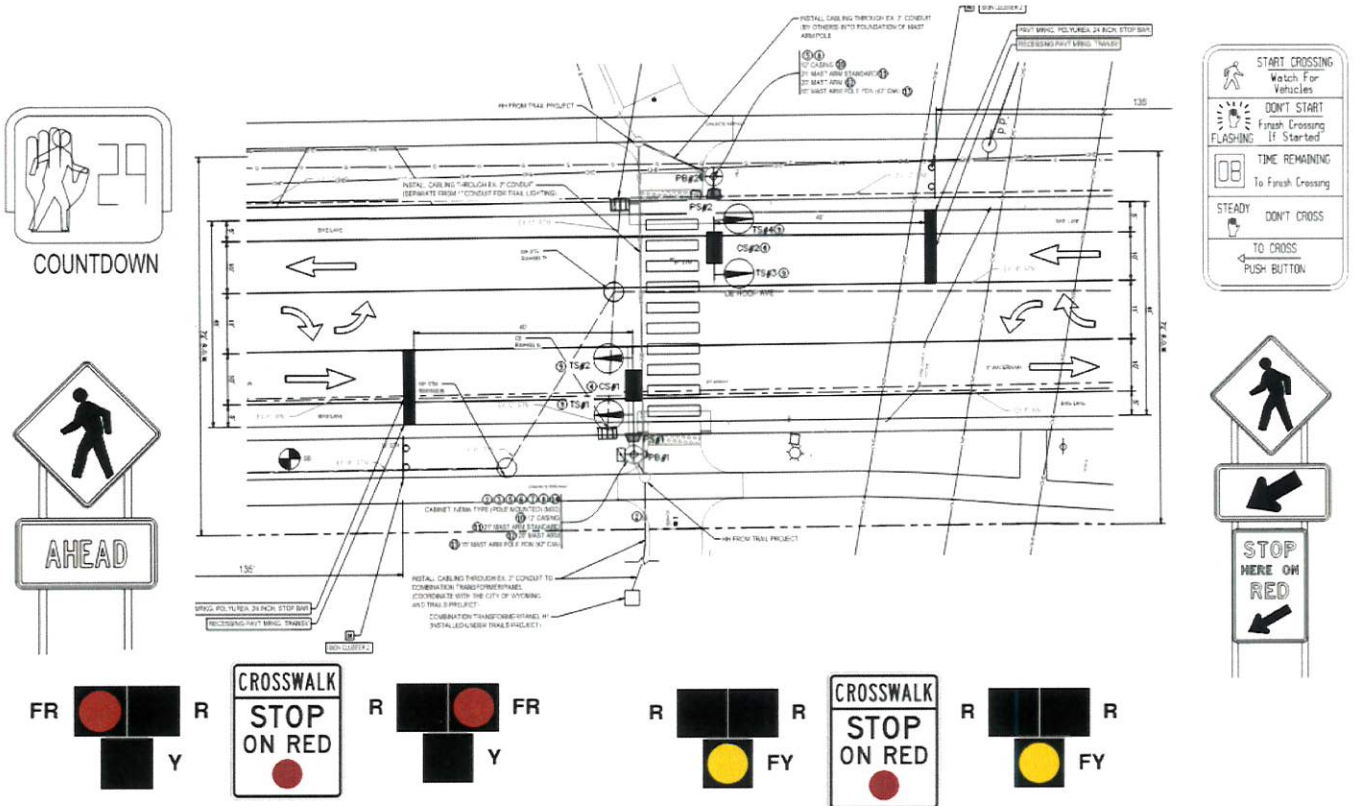


Wyoming City Center Trails Pedestrian Hybrid Beacon

Wyoming, MI

Progressive Companies designed and provided construction oversight of a Pedestrian Hybrid Beacon (PHB), otherwise known as a High-Intensity Activated Crosswalk (HAWK) traffic signal, to complement the City of Wyoming City Center Trail system built in 2025.

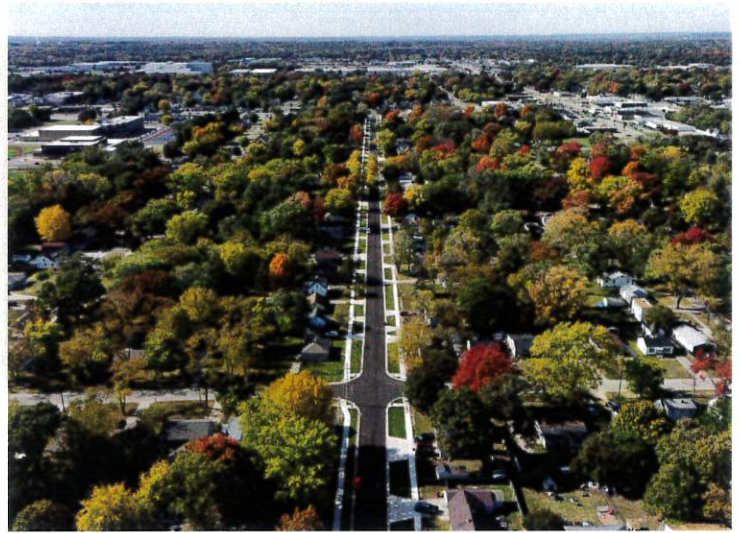
The PHB signal is located approximately 1400-feet north of the signalized intersection of Dehoop Avenue and 28th Street SW to serve safe pedestrian crossings for the non-motorized trail. The PHB is a Category III Mast Arm signal design, with an as-bid construction cost of \$150,000. The signal is fully funded and maintained by the City of Wyoming, with construction completion in fall of 2025.



Ridgewood Street & Julivan Avenue Reconstruction

Kentwood, MI

In 2024, Progressive Companies completed a transformative reconstruction project on Ridgewood Street and Julivan Avenue in Kentwood, enhancing the community's infrastructure and improving neighborhood connectivity. With a \$4.1 million investment, this locally funded project replaced aging roadways and utilities while prioritizing pedestrian accessibility and long-term sustainability.



The project converted the existing drainage ditch storm system into a modern curb and gutter system, significantly improving stormwater management and roadway durability. Sidewalks were added and replaced throughout the corridor, addressing gaps in pedestrian infrastructure and creating safer, more accessible pathways for residents.

Beyond surface improvements, the reconstruction involved a complete overhaul of underground utilities. All sanitary, water, and stormwater systems were replaced and upgraded to meet both current and future demands, ensuring the long-term reliability of essential services for the area's 88 residential and three commercial properties.

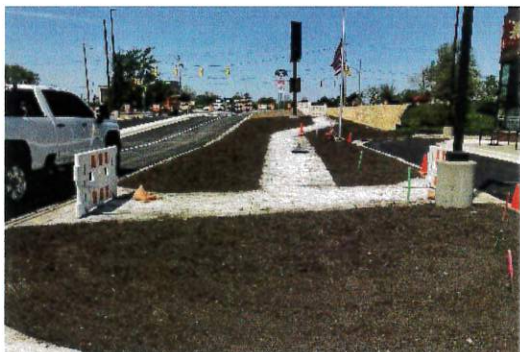
This project reflects a strategic investment in Kentwood's infrastructure, enhancing both functionality and livability. By integrating modern utility upgrades with improved pedestrian facilities, the Ridgewood Street and Julivan Avenue reconstruction supports the City's growth while fostering a more connected and resilient community.

*Reference: Brad Boomstra, PE, City Engineer,
City of Kentwood, boomstrab@kentwood.us,
616.554.0740*



54th Street Corridor Improvements

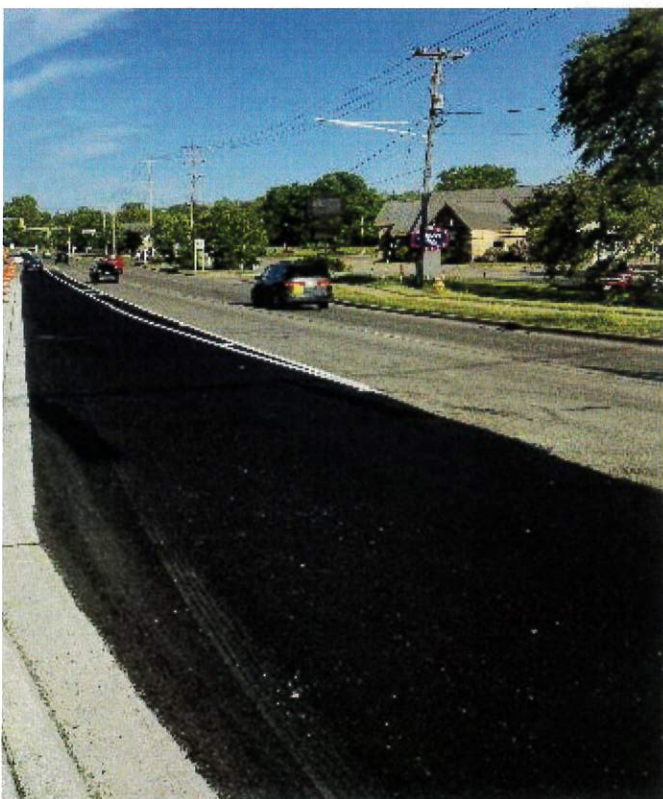
Wyoming, MI



As part of an MDOT Local Agency Program (LAP) project, Progressive Companies led design and construction support for improvements along the 54th Street corridor on behalf of the City of Wyoming. Working closely with MDOT and the local Transportation Service Center (TSC), the team secured FHWA approval for a break in limited access right-of-way and developed targeted enhancements to improve traffic operations and mobility.



Key improvements included a new entrance/exit ramp to the Meijer parking lot, an added eastbound through lane on 54th Street between Clyde Park Avenue and the US-131 entrance ramp, and a lengthened southbound off-ramp turn lane from US-131. The project also included signal modifications at two intersections, construction of a 73-space parking lot, and reconfiguration of the Chik-Fil-A drive-thru.



Market Avenue Utility Relocation

Grand Rapids, MI

Completed in November 2022, the \$17 million sewer relocation project was a critical infrastructure improvement that redefined the relationship between Grand Rapids' utility network and future riverfront development. Progressive Companies served as the primary consultant, leading a complex effort to relocate the 11-foot by 13-foot public sanitary sewer from an easement along the Grand River to Market Avenue.

Spanning 6,000 feet, the relocation required extensive coordination between multiple city departments, sub-consultant Fishbeck, and a diverse group of stakeholders. The project's scope included not only the sewer relocation from Fulton Street to north of Wealthy Street but also a comprehensive rebuild of water mains (up to 16 inches in diameter), a new roadway design, and an upgraded stormwater management system.

This relocation has unlocked valuable parcels along the Grand River, paving the way for future city-led developments that will enhance Grand Rapids' urban landscape. By overcoming significant engineering challenges, this project supports the City's long-term vision for growth and sustainability while improving essential infrastructure for residents and businesses alike.

Reference: Dan Siminski, Project Manager, City of Grand Rapids Engineering Department, dsiminski@grand-rapids.mi.us, 616.456.4253



Downtown Grand Rapids Lyon Square

Grand Rapids, MI

In the heart of Downtown Grand Rapids, along the city's evolving riverfront, Progressive Companies is leading the design of a dynamic, four-season public space that redefines how residents and visitors interact with the urban environment. This \$4.3 million transformation is focused on creating an inclusive, engaging, and flexible gathering space, seamlessly integrating pedestrian activity with business functions and vehicular access.



Set against the backdrop of the Grand River, the project is designed to enhance the city's "Downtown Promenade," strengthening its role as a central hub for community connection. Key features include expanded Green Infrastructure, inviting pedestrian spaces that encourage people to linger, and improved access to local businesses, including The Kitchen by Wolfgang Puck. A snowmelt system ensures year-round accessibility, making the space as welcoming in the depths of winter as it is in the height of summer.

The project included extensive water main work to replace an aged out watermain, including navigating a 16-inch watermain under a pedestrian tunnel crossing the street. The tunnel was one of many difficult site conditions that the project team had to work around in the crowded confines of Lyon Square to ensure that a new water main would be installed.



One of the project's defining characteristics is its commitment to balancing urban functionality with high-quality public space. Progressive Companies has crafted a design that fosters equity, accessibility, and activation while maintaining the necessary operations for surrounding businesses and facilities. Still in progress, this transformative initiative is set to redefine Downtown Grand Rapids' connection to the Grand River.

*Reference: Mark Miller, AIA, Managing Director of Planning and Design, Downtown Grand Rapids, Inc.,
mmiller@downtowngr.org 616.719.4610*

TART Trails Expansion: Grandview Parkway from Division to Garfield

Traverse City, MI

As Traverse City continues to grow, enhancing multimodal connections has become a key priority. Progressive Companies played a vital role in the conceptual planning and design of an expanded TART Trail system along Grandview Parkway and E. Front Street, stretching from N. Division Street to S. Garfield Avenue. This visionary project aimed to create a seamless, safe, and efficient non-motorized corridor that improves access to downtown and strengthens neighborhood connections.

The proposed two-mile trail expansion was thoughtfully designed to accommodate both pedestrians and cyclists, with trail widths ranging from 12 to 20 feet, allowing for separate lanes to improve safety and user experience. Beyond physical infrastructure, the project also prioritized wayfinding enhancements and improved access points, ensuring greater connectivity between neighborhoods and the bustling downtown core.

This effort represented a collaborative partnership between TART Trails, Inc., the City of Traverse City, the Downtown Development Authority (DDA), and MDOT, aligning with the future reconstruction of Grandview Parkway. By fostering strong relationships between these stakeholders, the project set the stage for long-term mobility improvements, creating an integrated trail network that supports sustainable transportation and outdoor recreation.

Completed in February 2022, this \$27,000 initiative laid the groundwork for a more connected and accessible Traverse City, reinforcing the region's commitment to enhancing pedestrian and bicycle infrastructure.

*Reference: Jean Derenzy, CEO,
Traverse City DDA,
jean@downtowntc.com,
231.922.2050*



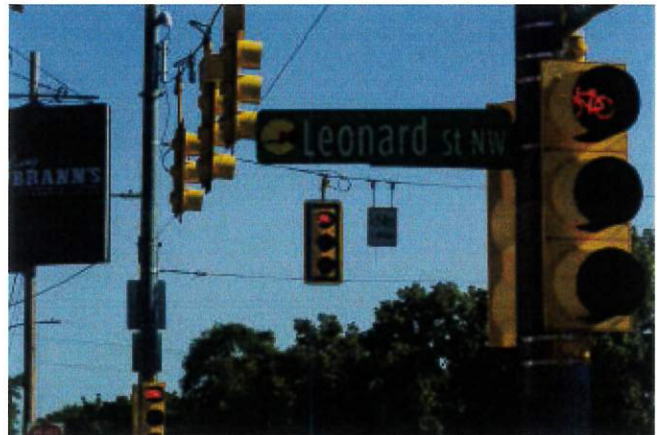
Turner Avenue & Cycling Facility

Grand Rapids, MI

Progressive Companies led a \$1.9M resurfacing project on Turner Avenue, from Ann Street south to 4th Street. This included the addition of dedicated 2-way cycling facility along the one-way street that parallels US-131. The project implemented a road diet and utilized existing roadway for the cycling facility while maintaining most on-street parking.

Traffic signal modifications were required at Leonard Street to accommodate northbound cyclists flowing against the southbound one-way automotive traffic. Pedestrian crossings were improved for added safety, and crossing distances were reduced wherever possible.

*Reference: Breese Stam, PE, Project Manager,
City of Grand Rapids, bstam@grcity.us,
616.456.3060*



Project Team

CITY OF
WYOMING

Jeff Oonk, PE
City of Wyoming City Engineer

Transportation Engineering



Chris Zull, PE
Transportation Practice Leader



Joe Eberle, PE
Transportation Engineer II



Matthew Boelkins, PE
Transportation Engineer I



Dan Westenburg, PE
Senior Civil Engineer



Jackson Zuhl, PE
Civil Engineer I



Lila Rode, EIT
Civil Engineering Designer



Chris Zull, PE

PROJECT EXECUTIVE,
TRANSPORTATION PRACTICE
LEADER

Michigan State University
Bachelor of Science, Civil Engineering

Michigan State University
Master of Science, Civil Engineering

Chris has over 25 years of experience as a transportation engineer and is the Transportation Practice Leader of the Progressive Companies Infrastructure Team. Before joining Progressive Companies, he spent 15 years with the City of Grand Rapids, most recently serving as the Traffic Safety Manager.

He specializes in traffic safety and roadway design, with extensive experience leading road diet projects, including the conversion of over 40 miles of four-lane roads to three-lane configurations in Grand Rapids. His expertise includes roadway geometrics, pavement marking layouts, parking management, bicycle lane design and connectivity, traffic signal modifications, public engagement, crash analysis, and traffic volume data collection.

Representative Projects:

- City of Traverse City 8th Street Reconstruction (RRFB) for (3) pedestrian crossings
- City of Grand Rapids Turner Avenue Resurfacing and Cycle Track
- City of Grand Rapids Oxford Trails
- City of East Grand Rapids Mobility Action Plan
- City of Traverse City Bike/Mobility Action Plan
- City of Grand Rapids, Non-Motorized Network Development
- City of Grand Rapids Vital Streets Plan and Design Guidelines - 2017
- Driving Change – A Bicycle Safety Education Campaign, City of Grand Rapids



Dan Westenburg, PE

SENIOR CIVIL ENGINEER

Calvin University
Bachelor of Science, Civil Engineering

Dan has 29 years of experience in civil engineering, with progressively increasing responsibilities from designer and engineer to project manager. He is a part of the Progressive Companies Infrastructure Team, in the Municipal Group.

Dan's expertise includes horizontal and vertical alignment, road design, ADA-compliant ramp and sidewalk design, traffic signal design, drainage design, and site development.

Representative Projects:

- City of Grand Rapids Turner Avenue Resurfacing and Cycle Track
- City of Grand Rapids Oxford Trails
- City of Traverse City 8th Street Reconstruction
- City of Grand Rapids Market Avenue Utility Relocation
- Traverse City 8th Street Reconstruction
- City of Grand Rapids Turner Avenue Resurfacing
- City of Walker 3 Mile Improvements
- Headley Street Realignment for Amway Improvements
- 100+ Signal Design Projects, Various Clients



**Joseph
Eberle, PE**

TRANSPORTATION ENGINEER

Michigan State University
Bachelor of Science, Civil Engineering

Joseph Eberle has nine years of experience in transportation engineering. He is a part of the Progressive Companies Infrastructure Team, in the Transportation Group.

Joe specializes in traffic signal design, pavement marking and sign design, ADA ramp design, and traffic studies and analysis. He has designed numerous traffic signals for both DOTs and local municipalities. Joe has also managed several traffic studies for private developments and before-and-after road diet analyses, ensuring roadway capacity and safety.

Representative Projects:

- Grandville 44th Street and Kenowa Avenue Traffic Signal Modernization
- East Grand Rapids Hall Street and Breton Road Traffic Signal Modernization
- City of Muskegon & Egelston Twp M-46 Traffic Signal Modernization
- Eastpointe 9 Mile and 10 Mile Road Traffic Signal Upgrades
- Broadmoor Avenue PUD Traffic Impact Study, Caledonia, MI
- Gross Pointe Farms Kercheval and Moross Traffic Signal Modernization
- Roseville 12 Mile Road and Utica Road Traffic Signal Modernization
- Marysville Michigan Avenue and Huron Boulevard Traffic Signal Modernization
- Parkdale Apartments Traffic Impact Study, Manistee Township, MI



**Jackson
Zuhl, PE**

CIVIL ENGINEER

Michigan State University
Bachelor of Science, Civil Engineering

Jackson is a civil engineer with strong experience in construction observation and field engineering. He is a part of the Progressive Companies Infrastructure Team, in the Municipal Group.

He has strong experience in construction observation and field engineering, with practical knowledge of roadway, traffic signal, shoreline protection, and utility infrastructure projects. Jackson brings a hands-on understanding of construction documentation, inspection procedures, and permitting processes, making him a reliable asset on complex municipal projects.

Representative Projects:

- City of Wyoming City Center Trails Design
- City of Wyoming Pedestrian Bridge Design
- City of Wyoming 54th Street Widening and 131-Ramp Improvements
- City of Kentwood Julivan and Ridgewood Reconstruction
- Downtown Grand Rapids Lyon Square Improvements
- Ferris State University – Watermain Replacement
- 64th Street Sanitary Sewer Lift Station
- Sylvan Glen Estates – Watermain
- City of Marshall Green Infrastructure Improvements



Matthew Boelkins, PE
TRANSPORTATION ENGINEER

Calvin University
Bachelor of Science, Civil and Environmental Engineering

Matthew has four years of experience as a transportation engineer. He is a part of the Progressive Companies Infrastructure Team, in the Transportation Group.

Matthew has experience with road design, safety analysis, non-motorized network planning, traffic management, and traffic signal design and operations. Matthew is passionate about creating equitable transportation networks that enhance safety and mobility for all users, with a particular emphasis on improvements for non-motorized users.

Representative Projects:

- East Grand Rapids Breton Road and Boston Street Traffic Signal Pedestrian Upgrades
- City of Grandville, 44th Street and Kenowa Avenue Traffic Signal Modernization
- City of Traverse City TART Trails Improvements and Extensions
- City of Traverse City Bike/Mobility Action Plan
- 2128 Division Avenue South Traffic Impact Analysis, Grand Rapids, MI
- M-44 Connector (Plainfield Avenue) Access Management and Traffic Analysis
- City of Kalamazoo, Kalamazoo Avenue Two-Way Conversion and Signal Design



Lila Rode, EIT
CIVIL ENGINEERING DESIGNER

Western Michigan University
Bachelor of Science in Civil Engineering

Lila is a civil engineer with well-rounded experience in municipal infrastructure design, construction observation, and utility coordination. She is a part of the Progressive Companies Infrastructure Team.

She brings hands-on experience supporting roadway, sidewalk, drainage, and utility projects, from concept design to field inspection. Lila has contributed to both public- and private-sector projects across Michigan, preparing design plans, cost estimates, and documentation to support regulatory compliance. Her background also includes traffic studies, GIS mapping, and construction material testing, making her a versatile and reliable asset to the team.

Representative Projects:

- Ann Street Reconstruction – City of Grand Rapids
- Fulton Street Sidewalk Improvements – City of Grand Rapids
- Plainfield Avenue Reconstruction – City of Grand Rapids
- Adelaide Pointe Development – City of Muskegon
- 2022 Non-motorized Pathway Projects – City of Lansing
- O.H. Scott Drain Improvements – Muskegon County Water Resources Commission
- Shinabarger Drain Improvements – Montcalm County Drain Commission
- Austin Lake Trail Project – City of Portage

Project Understanding

Progressive Companies is excited to collaborate with the City of Wyoming on design services for the Prairie Parkway Resurfacing, Bike Path, and Watermain Improvements project. We understand that the City's goal is to enhance the public realm within the Prairie Parkway corridor while addressing aging infrastructure and improving safety and mobility for all users.

The City has already completed several important early steps to support the project, including gathering topographic survey data and soil borings, establishing a preliminary layout for curb and gutter and the proposed bike path, and submitting the NEPA and SHPO forms in May to align with the planned April 2026 letting date. These proactive efforts will provide a strong foundation for the design phase.

The scope of work along Prairie Parkway from Michael Avenue to Wentworth Drive for Progressive Companies will include:

- Modifying curb lines to implement a road diet, reducing the existing four-lane section to three lanes from Wentworth Drive to Byron Center.
- Milling and resurfacing Prairie Parkway
- Constructing a 10-foot-wide concrete bike path along the south side of the roadway
- Installing ADA-compliant sidewalk ramps where required
- Updating pavement markings to reflect the new lane configuration
- Designing drainage and stormwater improvements to support the roadway and bike path modifications
- Coordinating with utility providers as needed
- Performing a three-year crash history review and analysis
- Developing existing and proposed roadway cross sections
- Adjusting traffic signals at Michael Avenue, Burlingame Avenue, and Byron Center Avenue
- Providing detailed grading plans, as needed
- Preparing watermain plan and profile drawings from Byron Center to Wentworth, including the replacement of watermain and water services within the right-of-way
- Submitting an EGLE Community Water Supply Construction Permit in compliance with Part 13 of Act 399 and the 10 States Standards, using the MiEHSWIS system
- Preparing comprehensive construction documents, specifications, and an engineer's opinion of probable construction cost using MDOT pay items and specifications, along with City of Wyoming's unique special provisions
- Coordinating closely with MDOT Local Agency staff and sharing project documents via ProjectWise to support the planned April 2026 letting

Progressive Companies has thoroughly reviewed the Request for Proposal and is in full agreement with the provisions outlined. We are enthusiastic about the opportunity to advance this meaningful project and are confident that our experienced team is well-equipped to deliver the design services needed for a successful outcome.

Project Approach



1. Project Kickoff / Predesign

- Have a Pre-Design/Project kick-off meeting with The City of Wyoming and Progressive Companies and any other applicable parties. This meeting is critical to ensuring the expectations and project goals of all stakeholders at the City are accounted for and captured in the design process.
- Record and release of meeting minutes compiled from the meeting

2. Investigation

- The City of Wyoming has already completed a topographic survey of Prairie Parkway as outlined in the RFP. We will request and review the survey files to identify if any additional topographical needs or further importing of existing private and public utilities is needed.

3. 30% Conceptual Design

- Our team will utilize the preliminary layout for curb and gutter and bike path already prepared by the City of Wyoming, and submit preliminary concepts/layouts to The City of Wyoming.
- Our team can prepare alternate conceptual layouts to evaluate potential benefits as an additional service if desired.
- The City of Wyoming and Progressive Companies will review these concepts at a meeting either virtually or in-person, whichever is desired by the City. Following this early design review, we will develop a consensus geometric plan that will include the design elements listed in the project scope, including any additional items that may be discovered

during our collaboration. This plan will serve as the basis for design as we move into the next phase of the design effort.

- Provide and submit 30% Schematic design to The City of Wyoming for review and comments. 30% plans will include the following deliverables:
 - Cover Sheet
 - Existing and Proposed Cross Sections
 - Removal Plans
 - Improvement and Utilities Plans
 - Pavement Markings and Signage Plans
 - Preliminary Traffic Signal Removal and Improvement Plans
 - Preliminary Cost Estimate
- Value engineering services as needed/ requested
- Assumption of (2) progress meetings during this phase
- Record and release of meeting minutes compiled from the meetings
- Community Engagement assistance may be desired during the 30% Conceptual Design phase to inform the public on the plans / schedule of this project. We can assist the City with this part of the project on an as needed basis, via. a change in service request, if desired.

4. 90% Preliminary Design (Grade Inspection) Construction Documents

- Utilizing the conceptual design, The City of Wyoming's comments, and the geotechnical data, we will provide and submit 90% design plans to The City of Wyoming for review and comments. We will submit plans, specifications, and cost estimates to City of Wyoming for review and then to MDOT LAP for Acceptable Grade Inspection Documents by 11/03/2025
- We anticipate 90% plans will include the following deliverables:
 - Drawings:
 - Cover Sheet
 - Existing Cross Sections
 - Proposed Cross Sections
 - Notes Sheet
 - 10 Removal Plans
 - 10 Improvement Plan and Profiles
 - 3 Watermain Plan and Profiles
 - 10 Detail Grade Plans
 - 2 Detail Plans
 - 5 Pavement Marking & Signage Plans, double plan
 - Traffic Signal Legend Plan
 - 3 Traffic Signal Removal & Install Plans
 - Maintenance of Traffic Plan/s
 - MDOT FUSP, USP, as needed
 - MERL Cost Estimate
 - Assumption of (3) progress meetings during this phase
 - It will be the assumption that a permit package for Watermain Construction will be submitted for approval to EGLE as part of the Preliminary Plans to allow for a permit to be in hand prior to letting and for any revisions necessary to the Final Bid Proposal Package to be complete prior to Final Bid Proposal Package to LAP
 - It is our understanding that landscape plans are not part of the project scope, but our team can assist with landscape architecture services as an additional service if desired.

5. 100% Final Design Construction Documents

- Through the review of the 90% designs, we will revise and refine the plans to a 100% set that will stand as the plan set for bidding, and construction. 100% plans will include the same list of plan sheets as listed in the 90% set
- EGLE review comments from the Watermain Construction Permit submittal will be incorporated into the final design
- The final submission of plans will include all necessary documents, specifications, and cost estimates needed to create a biddable project
- Assumption of (1) progress meeting during this phase
- Record and release of meeting minutes compiled from the meetings
- Submittal of Complete Biddable Package to LAP & coordinate final revisions to the project following MDOT Specs & Estimates review

6. Letting

- Assist the City and MDOT with questions that may surface during the April 2026 Bid Letting

7. Construction Administration

- It is understood that the City plans to perform Construction Administration for this project once letting is completed. Progressive Companies can provide Design Services During Construction (DSDC) via a change in service request, if desired.

Project Schedule (Per FY2026 MDOT LAP Project Planning Guide)

May 2025	Program Application, NEPA and SHPO forms submitted by City
August 7, 2025	Proposals Due
August 18, 2025	Anticipated Award Date
August 21, 2025	Project Kickoff
August 28, 2025	Existing Plan Review
September 4, 2025	3 Year Crash History and Analysis to Project Wise
September 18, 2025	30% Plan Review
September 22-26, 2025	Community Engagement (if desired)
October 20, 2025	Preliminary Design Package to City for Review
November 3, 2025	GI Submittal to MDOT LAP for review EGLE Watermain Permit Submittal
December 3, 2025	GI Meeting Date
January 2, 2026	Attachment B Final Property Acquisition Certification (If Needed)
January 12-16, 2026	Incorporate EGLE Watermain Permit comments into plans
January 16, 2026	Final Design Bid Package to MDOT LAP
February 13, 2026	LAP submit to Specs & Estimates
April 3, 2026	Letting date



Fee Proposal

Prairie Parkway Resurfacing, Bike Path, and Watermain Improvements - Complete Breakdown			
Classification	Hours	Rate	Total
Project Manager QA/QC Engineer	134	\$195	\$26,130
Civil Engineer I	505	\$130	\$65,650
Civil Engineering Designer	534	\$115	\$61,410
Transportation Engineer II	75	\$155	\$11,625
Transportation Engineer I	93	\$130	\$12,090
Practice Leader	26	\$215	\$5,590
Admin	53	\$85	\$4,505
Subtotal (Labor)	1420		\$187,000
Reimbursable Expenses			\$1,000
		Total	\$188,000

Final - Progressive Companies Proposal - City of Wyoming Prairie Parkway Resurfacing, Bike Path and Watermain

Final Audit Report

2025-08-06

Created:	2025-08-06
By:	Jolie Foor (jfoor@weareprogressive.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIO_qQaURtQGrOqzxbZS32t1wTMPPIWAb

"Final - Progressive Companies Proposal - City of Wyoming Prairie Parkway Resurfacing, Bike Path and Watermain" History

-  Document created by Jolie Foor (jfoor@weareprogressive.com)
2025-08-06 - 1:37:58 PM GMT
-  Document emailed to Jeff Roman (jroman@weareprogressive.com) for signature
2025-08-06 - 1:38:08 PM GMT
-  Email viewed by Jeff Roman (jroman@weareprogressive.com)
2025-08-06 - 2:51:31 PM GMT
-  Document e-signed by Jeff Roman (jroman@weareprogressive.com)
Signature Date: 2025-08-06 - 2:53:07 PM GMT - Time Source: server
-  Agreement completed.
2025-08-06 - 2:53:07 PM GMT

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH SEPTIC DRAIN FIELD RELOCATION EXPENSES

WHEREAS:

1. The state is requiring the city to construct a third transmission main from the city's drinking water plant near Lake Michigan to serve water users in Kent and Ottawa Counties.
2. As detailed in the attached staff report, after route selection but before easements were obtained, a septic drain field was installed in the easement at a new home constructed at 9773 Barry Street, Zeeland.
3. It is necessary to relocate the septic drain field outside of the easement area.
4. It is recommended City Council authorize payment in the amount of \$400.00 to the property owner for reimbursement for the Ottawa County Health Department to review and approve a new septic drain field location.
5. It is also recommended, City Council concur with acceptance of a proposal from Busscher's Septic Tank and Excavating Service, Inc. in the total estimated amount of \$22,480.00 for the project.
6. It is further recommended, City Council authorize a contingency in the amount not to exceed 10% for the project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Council authorizes reimbursement of the property owner for previously paid expenses to the Ottawa County Health Department.
2. City Council concurs with the acceptance of a proposal from Busscher's Septic Tank and Excavating Service, Inc.
3. City Council authorizes the contingency.

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 August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Estimate
Prein & Newhof Memorandum

Resolution No. _____

Staff Report

Date: August 4, 2025
Subject: Payment of Septic Drain Field Relocation Expenses
From: Aaron Vis, Director of Public Works
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended that the City Council authorize payment for expenses associated with relocating a septic drain field and obtaining Ottawa County Health Department approval for such activities in preparation for construction of the third water transmission main, in an amount not to exceed \$26,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

During the preliminary design process for the third water transmission main, a route was identified and easements obtained. However, after a route was determined but before easements were obtained, a new home was constructed at 9773 Barry Street and a septic drain field installed. This septic drain field is in the easement, in close proximity to the location of the new third transmission main, and will need to be relocated. After discussions with legal counsel, the City's engineer and the property owner, it was determined that the best solution was to have the property owner direct the drain field relocation and have the City pay the contractor directly.

The property owner worked with the contractor that installed the original septic drain field and the Ottawa County Health Department to design an alternate location. A proposal of \$22,480.00 from Busscher's Septic Tank and Excavating Service, Inc. was obtained, and \$400.00 was paid by the property owner to the Ottawa County Health Department for their review and approval.

Therefore, as is noted in the attached memorandum from Prein&Newhof, it is recommended that the City Council authorize payment to Busscher's in the amount of \$22,480.00, reimburse the property owner for their payment to the Ottawa County Health Department, and authorize

approximately 10% contingency for the relocation work for a total, not to exceed amount of \$26,000.00.

BUDGET IMPACT:

Sufficient funds exist in the Water Construction Fund, Capital Outlay Account 572-537-57300-986.444.

Busscher's Septic Tank & Excavating Service, Inc.

11305 E Lakewood Blvd

Holland, MI 49424

Estimate

Name / Address

Josh Feikema

Date	Estimate #
7/18/2025	9457

Customer E-mail	Customer Phone	Parcel #	P.O. No.	Job
jfeikema90@gmail.c...	616-796-4403			9773 Barry St
Qty	Description	Rate	Total	
	Pump Out Tanks	600.00	600.00	
	Abandon/Remove Existing System as Needed	2,000.00	2,000.00	
	1000 Sqft Drainbed		5,000.00	
	Replace 500 Sqft Drainbed		2,500.00	
	40 Ft Hookup Pipe w/ Diverter Valve		480.00	
	Excavating	6,000.00	6,000.00	
	Labor	1,000.00	1,000.00	
	Fill Sand 18" Above		4,900.00	
	**If Lift Pump is Needed + \$1,200			
	**No Top Soil, Grass Seed, Sprinkling or Electrical Figured			
	**Questions? Call Ryan 616-836-2016			

Please call with any questions. We look forward to working with you! The Price quoted in this Estimate will be honored for 30 Days from Date of the Estimate. After 30 Days price is subject to change.

Subtotal \$22,480.00

Sales Tax (6.0%) \$0.00

Total \$22,480.00

Builders License #
2102145743

Phone #	Fax #	Contract Terms and Conditions
616-392-9653	616-392-9661	https://tinyurl.com/w5dcy7v

Memorandum

Date:	August 5, 2025
To:	Staff
Company:	City of Wyoming
From:	Staff
Project #:	2180630
Re:	Third Transmission Main – Feikema Drain Field Relocation

As part of the third transmission main (TM) project there are some additional planned activities that must be completed to prepare the project area for the construction contract. Items include:

- Relocation of SEMCO 8" high pressure steel gas line along New Holland Street.
- Relocation of an existing drain field for the Feikema residence
- Contract for temporary water service and potential well rehabilitation/replacement for shallow wells impacted by construction dewatering.

.....

During the preliminary design process, a route was identified, and pipeline design and easement acquisition undertaken. Unfortunately, between route selection and completion of easement acquisition, a new home was constructed on Barry Street near the pipeline. The drain field for the new house was constructed within the area that will be impacted by construction. To construct the new pipeline, the drain field must be relocated outside the secured pipeline easement area. As part of the easement acquisition process, relocation of the drain field outside of the easement area by the City of Wyoming was identified as an easement condition.

Multiple options to accomplish the drain field relocation were reviewed including:

- 3TM contractor complete relocation as part of the 3TM project via change order.
- Property owner complete relocation and request reimbursement from the City.
- Property owner coordinate relocation and City pay contractor directly.
- City coordinate and pay for relocation directly.

Following review with Legal Counsel, it was determined that the best solution is to have the property owner coordinate direct the drain field relocation and the City pay the contractor directly.

Subsequently, the property owner agreed with the proposed approach, identified a new drain field location, secured concurrence from the Ottawa County Health department for the relocation, and obtained a quote from a local contractor, Busscher's Septic Tank & Excavating Services, in the amount of \$22,480.00 to complete the relocation.

The quote from Busscher's includes the following scope:

- Pump out the existing septic tanks
- Remove/abandon the existing system as necessary for pipeline construction
- Install a new 1,000 square foot drain field and replace approximately 500 square foot of existing drain field.

In addition to the \$22,480.00 quote, the Feikema's have also expended an additional \$400.00 to the Ottawa County Health Department to complete an evaluation of the proposed drain field work. We recommend that the City approve the Busscher's quote, reimbursement of the \$400 fee, and carry roughly a 10% contingency to address any unforeseen circumstances resulting in a total project budget of \$26,000.00.

We are thus recommending approval in the amount of \$26,000.00 for Feikema drain field relocation including contingency.

RESOLUTION NO. _____

RESOLUTION APPROVING HSPS SURGE SUPPRESSION SYSTEM CONTRACTS

WHEREAS:

1. The state is requiring the city to construct a third transmission main from the city's drinking water plant near Lake Michigan to serve water users in Kent and Ottawa Counties.
2. During design of the third transmission main, it was determined that a surge suppression system was necessary to protect the transmission mains and high service pump system (HSPS) from pressure surges and vacuums.
3. The city's consulting engineers, Prein&Newhof (P&N), designed the HSPS surge suppression system that will be located at the Drinking Water Plant.
4. On July 22, 2025, the city received bids for the HSPS surge suppression system, and P&N and city staff recommend awarding the bid to Owen-Ames-Kimball Company (OAK) for the amount of \$14,047,236.
5. P&N has proposed a 2nd amendment to its HSPS Surge Suppression System contract to provide construction administration and oversight for this project in an amount not to exceed \$900,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The HSPS surge suppression system bid be awarded to OAK in the amount stated above.
2. A project contingency of \$1,500,000.00 is authorized for the construction contract, and the City Manager is authorized to approve associated change orders.
3. The 2nd Amendment to the HSPS surge suppression system design contract with P&N to provide construction administration and oversight for the HSPS surge suppression system is approved in the amount stated above.
4. All contracts shall be in a form approved by the City Manager and City Attorney.
5. The City Manager and City Clerk are authorized and directed to sign them for the city and city staff are authorized and directed to fully implement them in accordance with their terms.
6. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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 August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 5, 2025
Subject: HSPS Surge Suppression System Contract Award and Amendment
From: Aaron Vis, Director of Public Works
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended that the City Council award the following contract, contract amendment and contingency related to the High Service Pump System (HSPS) surge suppression system for the for the 3rd water transmission main; authorize the city manager and city clerk to sign the contract upon approval as to form by the city attorney; and authorize the city manager or designee to approve associated change orders:

- HSPS Surge Suppression System bid to Owen-Ames-Kimball Company (OAK), in the amount of \$14,047,236.00
- A contingency of \$1,500,000.00, which is approximately 10% of the awarded bid price.
- A second amendment to the HSPS Surge Suppression System Contract with Prein&Newhof, which includes providing construction administration and oversight for the HSPS Surge Suppression System, on a time and materials basis with a not to exceed amount of \$900,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 3 – Improve city infrastructure and service reliability
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

HSPS Surge Suppression System Bid Award

Since 2018, staff have been working closely with our consulting engineering partner Prein&Newhof to design and solicit bids for the 3rd water transmission main and associated HSPS surge suppression system. In August of 2024, bids were awarded to two contractors to begin construction of the 3rd transmission main itself while design continued for the HSPS surge suppression system.

The HSPS surge suppression system will consist of a new building, located on the northeast corner of the Drinking Water Plant property, to house four 32,000-gallon surge tanks, air compressors, and associated large diameter valving and piping. This system will be connected to the existing two transmission mains and third transmission main currently under construction. An additional surge tank will be installed near the high service pump gallery but will not be

located in a building, providing additional protection for this part of the water transmission process.

In June of this year, the engineering design of the HSPS surge suppression system was completed and a bid was released. On July 22, 2025, the City Clerk received three bids, which are as follows:

Owen-Ames-Kimball Company (OAK)	\$14,047,236
Erhardt Construction Company	\$14,845,000
Grand River Construction	\$15,874,000

Following receipt of bids, Prein&Newhof completed a review of the bidders to confirm project understanding, construction schedule, bid completeness, and subcontractor quality, and to ensure that each had similar project experience. A summary of this work is included in the attached letter from Prein&Newhof.

Prein&Newhof recommends, and City staff concur with awarding the HSPS Surge Suppression System bid to the low bidder, OAK, in the amount of \$14,047,236.00. Additionally, it is further recommended to authorize a project contingency amount of \$1,500,000.00, or approximately 10% of the overall project cost. This is a standard City and industry practice for these types of construction projects.

Construction Administration and Oversight Contract

In December of 2024, the City amended its contract with Prein&Newhof to provide final engineering design for the HSPS surge suppression system. At that time, it was noted that an estimate would be requested from Prein&Newhof to provide construction administration and oversight services once bids for the HSPS surge suppression system were received.

Since bids have now been received and a contract has been recommended for award, a proposal to perform construction administration and oversight was requested from Prein&Newhof. The attached proposal and contract amendment detail this work in an amount not to exceed \$900,000, on a time and material basis, which in summary includes:

- Engineering, including: project administration, progress meetings, pay estimate preparation, record drawings, permit compliance, main and valve testing and startup.
- Field Services, including: construction staking; full-time construction observation; and surveying.

Staff are recommending the HSPS Surge Suppression System contract with Prein&Newhof be amended to include this additional work.

BUDGET IMPACT:

The city is preparing for a bond sale later this summer to sufficiently fund this portion of the third transmission main project. Until that sale is finalized, sufficient funding exists in the Water Construction Fund, Capital Outlay Account 572-537-57300-986.444.

Attachments:

Prein&Newhof Award Recommendation Letter
HSPS Surge Suppression bid submittal
Prein&Newhof HSPS Suppression System 2nd Contract Amendment

August 4, 2025
2230732

Ms. Jaime Fleming
City of Wyoming
16700 New Holland Street
Holland, MI 49424

RE: Drinking Water Plant Improvements
HSPS Surge Suppression System

Dear Jaime:

Bids were received on July 22, 2025, for the above referenced project. Three responsive bids were received on the project and are as follows:

Owen-Ames-Kimball Company (OAK)	\$14,047,236.00
Erhardt Construction Company	\$14,845,000.00
Grand River Construction Company	\$15,874,000.00

OAK was the low bidder with a bid price of \$14,047,236.00.

Post bid Prein&Newhof followed up with OAK to confirm their project understanding, confirm bid completeness, and review proposed sub-contractors. Based on the conversation, OAK appears to have a good understanding of the project and has a quality subcontracting team.

If you have any questions or need anything further feel free to contact me.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

Bid Proposal (Addendum No. 2)

Owner:	City of Wyoming		
Owner Address:	1155 28 th Street SW, Wyoming, MI 49509		
Project Title:	Drinking Water Plant Improvements: HSPS Surge Suppression System		
Bid Date & Time:	July 22, 2025, at 11:00 am (local time)	Project #:	2230732 / 417438

The undersigned, being familiar with the site, plans, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets.

Date Prepared: July 22, 2025

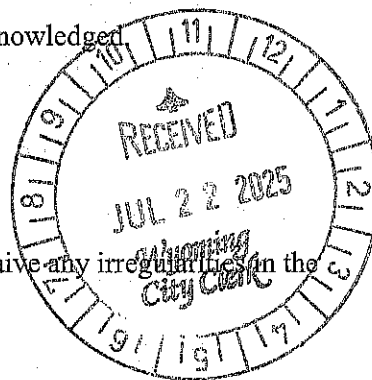
Receipt of Addenda

Receipt of Addenda 1 through 3 is hereby acknowledged

Summary of Bids

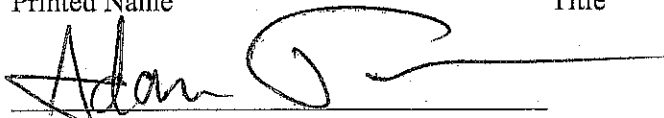
Total Lump Sum Bid \$ 14,047,236

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.



Contractor's Signature

Owen-Ames-Kimball Company	adamt@oakmi.com	616-723-2381
Contractor's Name	Email Address	Telephone Number
126 Ottawa Ave NW	Grand Rapids	49503
Business Address	City	Zip Code
Adam Tweedy	Director of Preconstruction	7/22/25
Printed Name	Title	Date


Signature

Seal (if bidder is a corporation)

Bid Proposal (Addendum No. 2)

Owner:	City of Wyoming	
Owner Address:	1155 28 th Street SW, Wyoming, MI 49509	
Project Title:	Drinking Water Plant Improvements: HSPS Surge Suppression System	
Bid Date & Time:	July 22, 2025, at 11:00 am (local time)	Project #: 2230732 / 417438

1. This bid is submitted on the basis of using the following subcontractors:

Tree Clearing and Grubbing Chop

Site Excavation and Grading Fischer Idema Excavating

Underground Steel Pipe

Installation Kamminga & Roodvoets

Welding K&G Welding

Welding Inspection Integrated Inspections

Mechanical Process Piping

Installation _____

Welding _____

Welding Inspection _____

Corrosion Specialist Corrpro

Concrete Schepers

Structural Steel SSI

Roofing System Versatile

Painting GetPro

High Performance Coating GetPro

HVAC/Plumbing _____

Electrical Bazen

System Supplier Tetra Tech with West Michigan Instrumentation

Security Knight Watch or EPS Security

Paving Tulip City Paving

Landscaping Twin Lakes

3rd Party Concrete Testing Soils and Structures

3rd Party Density Testing Soils and Structures

No change from the subcontractors listed above will be allowed after the Proposal is submitted except by mutual consent of the Contractor and Owner in writing.

2. This bid is submitted on the basis of using the following materials/suppliers for construction:

Steel Pipe ASWP

Ductile Iron Pipe and Fittings Michigan Pipe and Valve

Hydrant EJ

Surge Tanks City of Wyoming – to be assigned to Contractor

Double Seated Metal Ball Valves City of Wyoming – to be assigned to Contractor

Air Valves _____

Butterfly Valves _____

Gate Valves EJ

Precast Panel and Ceiling Fabcon Precast

Trusses SSI

Metal Roof Pac-Clad

Other _____

Other _____

No change from the materials/suppliers listed above will be allowed after the Proposal is submitted except by mutual consent of the Contractor and Owner in writing.

Bid Proposal (Addendum No. 2)

Owner:	City of Wyoming		
Owner Address:	1155 28 th Street SW, Wyoming, MI 49509		
Project Title:	Drinking Water Plant Improvements: HSPS Surge Suppression System		
Bid Date & Time:	July 22, 2025, at 11:00 am (local time)	Project #:	2230732 / 417438

MAJOR EQUIPMENT

The various major items are listed below with provisions for alternative manufacturers. The lump sum bid shall include equipment listed below as "Base Bid." Alternate will be considered if offered under "Alternate" with an increase "Add" or reduction "Deduct" below.

All cost associated with utilizing equipment provided by other manufacturers shall be included in the add or deduct including all building, electrical, mechanical or any other changes necessary to install the equipment.

The Owner may elect to choose any of the alternates, and the contract amount shall be adjusted accordingly.

	<u>BASE BID COST</u>	<u>Add</u>	<u>ALTERNATE</u> <u>Deduct</u>
1. Compressed Air System (Section 43 12 32)			
Quincy	\$ <u>724,387</u>		
		\$ _____	\$ _____

Bid Proposal (Addendum No. 2)

Owner:	City of Wyoming	
Owner Address:	1155 28 th Street SW, Wyoming, MI 49509	
Project Title:	Drinking Water Plant Improvements: HSPS Surge Suppression System	
Bid Date & Time:	July 22, 2025, at 11:00 am (local time)	Project #: 2230732 / 417438

SUPPLEMENTAL INFORMATION

1. Provide add/deduct price for quantity of concrete surface repair (following the requirements of specification Section 03 01 26.76 and drawing S006) on the east wall of the existing high-service pump station. Base bid quantity of concrete surface repair is 20 square feet.

ADD/DEDUCT \$ 55.00 per sq. ft.

2. Provide add/deduct price for quantity of epoxy or polyurethane (as directed by Engineer) concrete crack injection. Base Bid includes 50 linear feet of crack injection. See Section 03 01 26.66).

ADD/DEDUCT \$ 45.00 per lineal foot

3. The City of Wyoming is procuring the large diameter double-seated metal-seated ball valves and surge suppression tanks. Following Award, the procurement contract will be assigned to the Contractor. Contractor is responsible for payment of the outstanding contract value and Use Tax on entire procurement contract value. Outstanding procurement contract value and final Use Tax amounts will be provided to Contractor following equipment procurement. Base Bid must include the following Allowance amounts to pay the noted procurement contract and Use Tax:

• DeZurik Ball Valves Contract Assignment (3 total)	\$1,091,555.18
• DeZurik Ball Valves Use Tax (3 total, on total cost/not assigned)	\$72,770.35
• V-Tec Surge Tanks Contract Assignment (5 total)	\$1,140,583.50
• V-Tec Surge Tanks Use Tax (5 total, on total cost/not assigned)	\$76,038.90

It is intended that the work covered by these Allowances will be done within this Contract under the supervision of the General Contractor and/or Subcontractors. All outside expenses, overhead and profit connected with the work contemplated in these Allowances shall be included in the Contract Base Bid Price. If actual work covered by an allowance differs in cost from the allowance, a Change Order shall be processed to adjust for the difference. No mark-up for the General Contractor or Subcontractors shall be included in such Change Order.

July 22, 2025

Ms. Jaime Fleming
DWP Superintendent
City of Wyoming
Kent County, Michigan

RE: City of Wyoming - Drinking Water Plant Improvements: HSPS Surge Suppression System

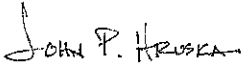
It is our pleasure to present to you our bid proposal for the above referenced project.

The following documents are hereby included for your review:

- Bid Proposal (Addendum No. 2)
- Bid Bond
- Proposed Construction Schedule
- Owen-Ames-Kimball Resume

We look forward to the opportunity to discuss our proposal with you in greater depth and hope to join your team as your General Contractor.

Best Regards,



John P. Hruska
Senior Estimator

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Owen-Ames-Kimball Company, 126 Ottawa Ave., NW, Ste. 600, Grand Rapids, MI 49503

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America


a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Wyoming, 1155 28th Street SW, Wyoming, MI 49509

as Obligee, hereinafter called the Obligee, in the sum of 5% of the attached bid Dollars (\$5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for Drinking Water Plant Improvements: HSPS Surge Suppression System

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed this 3rd day of July, 2025.



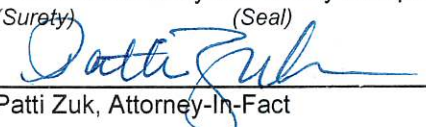
Frank Stanek (Witness)



David J. Hop (Witness)

Owen-Ames-Kimball Company
(Principal)
{ 

Adam Tweedy (Title) Director of Procurement

Travelers Casualty and Surety Company of America
(Surety) (Seal)
{ 

Patti Zuk, Attorney-In-Fact (Title)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patti Zuk** of **GRAND RAPIDS**, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

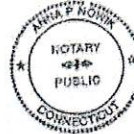
City of Hartford ss.

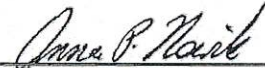
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

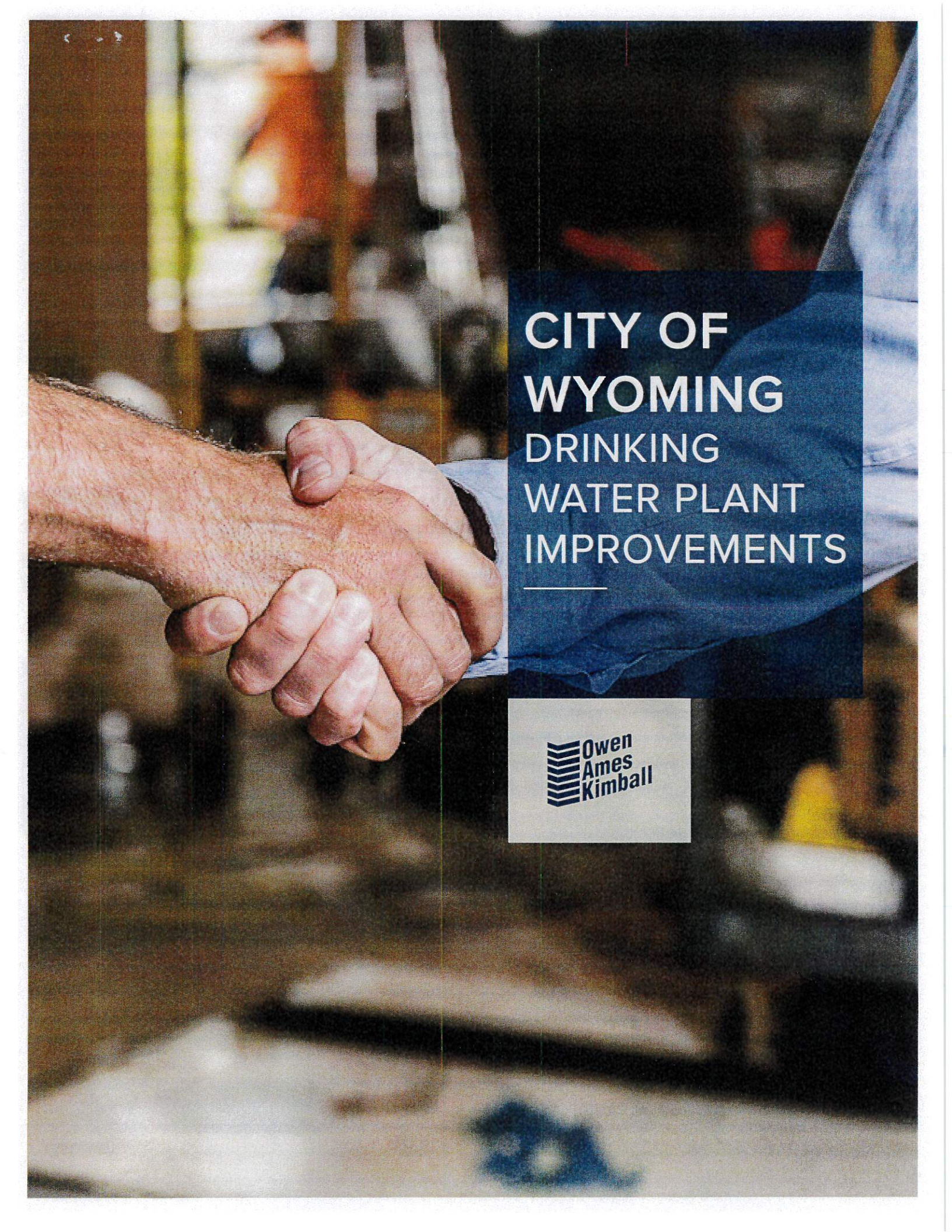
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **July**, 2025.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CITY OF
WYOMING
DRINKING
WATER PLANT
IMPROVEMENTS**

 **Owen
Ames
Kimball**



BOB BYRNE

PROJECT MANAGER

25 years construction experience



B.S. Construction Management,
Ferris State University



Fast-Track Schedule Expert



BOB'S ROLE

As your Project Manager, Bob is the team leader specifically overseeing cost control and project communication. You can think of him as the financial manager for your project. He manages the communication between team members, and keeps record of all current documentation through our web-based project management system (including purchase orders, submittals, requests for information, payment applications, etc.)

FEATURED PROJECTS

Constellation - Power Source, Generation, Circulation, Water Pipe Repairs

Time and Material projects over the course of several years including external and internal pipe repairs of 10' diameter underground circulation piping during scheduled yearly plant shut downs. (Baltimore, MD)

General Motors, Source Control & Storm Water Treatment Plant

A \$900,000 project featuring the installation of a 2,000 GPM contaminated storm water containment system and a 300 GPM source control water treatment system. The systems included both carbon and sand filtering vessels, water storage tanks and a 90'x100' pre-manufactured steel building. All personal on site were required to be HAZWOPPER 30-hour safety certified. (Bedford, IN)

Kalamazoo Public Safety Station

Project Manager for a \$9.46 million bond project for the city of Kalamazoo. The project was a combination of a fire station and a police station built to serve as a training room and community space. The design incorporated steel framing on concrete foundations, fire protection, and security systems and was LEED Silver Certified. (Kalamazoo, MI)

Allegan County Courthouse, Addition and Renovation

Project Manager for a fast-track, \$1.8 million addition and renovation project completed in 166 days. Scope included a new entrance, sally port, two new holding cells, and an ADA compliant ramp. The project was completed in a highly-secure, occupied facility which made for challenges working with quiet hours, inmates, and building staff. (Allegan, MI)



INTERESTS + ACTIVITIES

Volunteer, Camp Blodgett

Travel Baseball Coach

AAA Hockey

On site with Bob →





MIKE LOVELAND

PROJECT SUPERINTENDENT

40 years construction experience



Aerial Lift Safety Certified



Silica Competent Person



MIKE'S ROLE

Mike brings quality leadership and extensive relevant experience to this project. He will be exclusively assigned to your project throughout punch list completion and will be on-site 100% of the time during construction. He communicates project priorities to trade contractors, keeps the project schedule on track, and oversees quality installation and workmanship.

FEATURED PROJECTS

Allegan Wastewater Treatment Plant, Tank 3 Improvements

Project Superintendent for a \$1.3 million tank and blower replacement project completed in March 2013. Scope included demolition of old equipment, addition of a new aeration blower, new concrete walls, new pole barn, relocation of two aeration sludge blowers, and associated electrical, mechanical and site work. (Allegan, MI)

Allegan Wastewater Treatment Plant, Plant Septic & UV Improvements

Project Superintendent for a \$1 million septic & UV improvement project completed in 2014. Scope included installation of new equipment and related concrete trenches, a new wood-frame building over the tank, and new FRP building to house the new septage equipment. (Allegan, MI)

West Michigan Regional Water Authority, Muskegon High Service Pump Station

Project Superintendent for a \$2.9 million High Service Pump Station improvement project completed for West Michigan Regional Water Authority. Project scope included replacing the existing pumps that supply water to the Norton Shores and Muskegon areas. Facility is located along the Lake Michigan shore. (Muskegon, MI)



INTERESTS + ACTIVITIES

O-A-K Corporate Shareholder

Carpentry

pre-treatment plant expansion
REQUEST FOODS



SUMMARY

<i>Location</i>	Holland, MI
<i>Estimate</i>	\$5 million
<i>Final Cost</i>	\$5 million
<i>Completion</i>	March 2022
<i>Delivery</i>	Construction Management



Owner
Mr. Pete Sheffield, Owner
Request Foods
3460 John F. Donnelly Dr.
Holland, MI 49424
(616) 403-1941
petshe@requestfoods.com

Architect
Mr. Matt Tipping, P.E.
Century A&E
277 Crahen Ave. NE
Grand Rapids, MI 49525
(616) 456-5227
mtipping@centuryae.com

O-A-K Team
Project Manager Dave Fleece
Superintendent Jeff Derosha
Preconstruction Bill Cox
Project Director Adam Tweedy
Executive Frank Stanek, PE

This project expanded an existing pretreatment plant, which had been originally built by O-A-K. The project scope consisted of:

- The expansion of the existing screening building including additions of new screens, blower, pumps, controls, and electrical equipment.
- The expansion of the treatment building included new ferric and caustic acid storage, new DAFS equipment, and a new wet well system.
- The addition of a secondary equalization tank all of which was completed during ongoing operations.

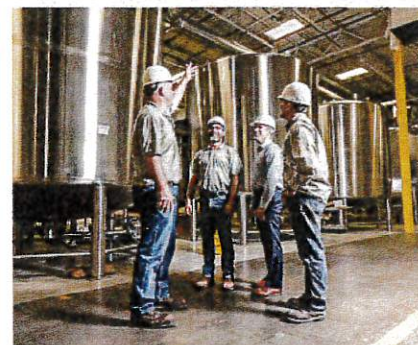
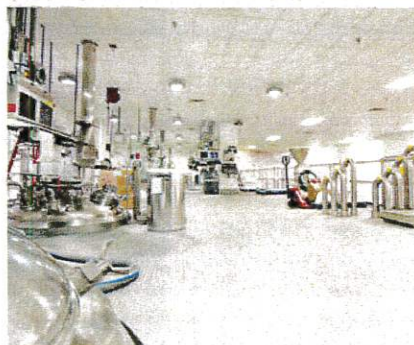
The project allowed Request Foods to greatly increase their production capacity and bring at least three new production facilities online.

building 65 mezzanine & tanks
AMWAY



SUMMARY

Location: Ada, MI
Size: 8,000 sf
Estimate: \$1 million
Final Cost: \$1 million
Completion: June 2018
Delivery: Construction Management



Owner: Mr. Kevin Solon
Project Manager
7575 E. Fulton,
Ada, MI 49355
(616) 340-1220
Kevin_solon@amway.com

This fast-track project required the conversion of former warehouse space into ancillary space for Amway's GMP production area for personal lines, producing shampoos, lotions, etc. Scope included removing existing stainless steel mezzanine and support structure above the production area, extensive mechanical and electrical rework, sawcutting and removing concrete, excavating for the new pit and then installing new concrete pits with 36" thick concrete walls and 24" thick floors.

Architect: Century A&E
277 Crahen Ave NE
Grand Rapids, MI 49525
(616) 456-5227

The renovated facility features a new mezzanine above production lines to provide additional storage capacity.

O-A-K Team

Project Manager: Rob Gulliver
Superintendent: Terry Troeger, PE
Pre-Construction: Adam Tweedy
Project Director: Jeff Weber
Executive: Frank Stanek, PE

O-A-K provided construction management services in phases, while the production facility remained operational. To minimize disruption, we installed a fire retardant plastic barrier with HEPA negative air machines to make sure our area "stayed negative" in pressure, so no contaminants went into the production line. The project also involved daily quality insurance inspections, completed without incident.



high service pump station
**MUSKEGON WATER
 FILTRATION PLANT**

SUMMARY

Location: Muskegon, MI
Size: 3 high service pumps
Estimate: \$2.9 million
Final Cost: \$2.9 million
Completion: August 2015
Delivery: Construction Management



Owner: Mr. Jim Murphy, Project Engineer
 West Michigan Regional Water
 Authority
 Norton Shores Municipal Building
 4814 Henry Street
 Norton Shores, MI 49441
 (231) 799-6803
 jmurphy@nortonshores.org

Architect: Mr. David Murphy, URS Corporation
 3950 Sparks Dr SE
 Grand Rapids, MI 49546
 (248) 204-5900
 david.murphy@urs.com

O-A-K Team

Project Manager: Jim Hathaway
Superintendent: Mike Loveland
Pre-Construction: Tom Lambert, PE
Project Director: Bill Ogden
Executive: Frank Stanek, PE

The installation of the new high service pump station draws from the City of Muskegon Filtration Plant clear well and feeds the Regional Water System (City of Norton Shores and Fruitport Charter Township). The high service pump station was constructed within the existing plant Auxiliary Building located on the south side of the property. The Auxiliary Building houses three new vertical turbine can (VTC) pumps in the lower level.

Additional improvements to the Auxiliary Building include:

- A new upper level platform to house the VFD's
- Piping and manifold for the pump discharge
- Improvements to the ventilation system and minor modifications to the existing utilities to allow room for the new features added to the building

The site improvements include a new emergency generator, new transformer, modification and expansion of the existing switchgear, along with a new master meter vault with bypass piping.



Summary

Location: Allegan, MI
Size: Numerous equipment upgrades
Estimate: \$1.29 million
Final Cost: \$1.29 million
Completion: March 2013
Delivery: General Contracting

Owner: Mr. Doug Sweeris
 Plant Superintendent
 Allegan WWTP
 350 North St
 Allegan, MI 49010
 (269) 686-1117
 alleganwwtp@gmail.com

Architect: Mr. Tom Grant
 Senior Project Engineer
 Hubbell, Roth & Clark, Inc.
 801 Broadway Ave NW, Suite 215
 Grand Rapids, MI 49504
 (616) 454-4286
 tgrant@grc-engr.com

O-A-K Team

Project Manager: Jim Hathaway
Superintendent: Mike Loveland
Pre-Construction: Tom Lambert, PE, LEED AP
Project Director: Bill Ogden, LEED AP
Executive: Bill Schoonveld



This project began in July 2012. It involves refurbishing basin 3 to bring it up to current treatment standards. Specific project scope includes:

- Demolition of the old aeration equipment
- Installation of new, more efficient aeration equipment
- Modifying the treatment process from extended aeration to a Biological Nutrient Removal system
- Relocating two aeration sludge blowers for use in the aerobic digester
- Addition of a new aeration blower for basin 3 operations
- New concrete walls and clarifier troughs
- Construction of a pole barn
- Associated electrical, mechanical and site work

Once this project is complete, basin 3 will provide addition treatment capacity as well as the redundancy in treatment capacity that is required by the State of Michigan.

This project is utilizing S2 grant and Sewer Revolving Loan funds.

CITY OF WYOMING

2nd AMENDMENT TO HSPS SURGE SUPPRESSION SYSTEM CONTRACT

Prein & Newhof, Inc.

This Contract Amendment is to the HSPS Surge Suppression System contract (Exhibit B) made as of August 22, 2023 (Effective Date) between the City of Wyoming (City) and Prien & Newhof, Inc. (Professional)

RECITALS

- A. City wishes to add additional administration and engineering services for the Third Transmission Main project. (Added Services).
- B. Professional submitted a proposal dated August 4, 2025, for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Amendment, including the compensation stated in the proposal, the parties agree:

- 1. Professional will perform the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Professional Services Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:

Greg T. Strenbers, City Attorney

Prein & Newhof, Inc.

By: _____
[Signature officer, director or principal of Professional]
Mark Prein, Vice President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: August 6, 2025

EXHIBIT A
PROPOSAL

August 4, 2025
2230732

Ms. Jaime Fleming
City of Wyoming
16700 New Holland Street
Holland, MI 49341

RE: Professional Engineering Services Proposal
Third Transmission Main, HSPS Surge Suppression System
Contract Amendment – Construction Administration and Oversight

Dear Jaime:

The City has completed the design of the High Service Pump Station (HSPS) Surge Suppression System and received bids from qualified contractors within design estimate. We have been grateful to be a part of the design team and look forward to continuing our partnership with the City through construction.

The HSPS Surge Suppression System consists of two distinct areas – the Surge Suppression Building and the HSPS Surge Tank. The Surge Suppression Building includes the construction of a new building to house four 32,000-gallon hydro-pneumatic surge tanks, the associated large diameter piping and valves, and various surge suppression and building support systems. The building will connect to the two existing transmission mains and the proposed third transmission main via large diameter steel yard piping located on the plant property.

The HSPS Surge Tank portion of the project includes one 32,000-gallon hydro-pneumatic surge tank and medium sized piping to connect to two pump headers within the plant HSPS. The surge tank will be tucked behind the HSPS and the east filter building. With the exception of a local control panel, support systems for the tank will be housed in the Surge Building and the drinking water plant. Detailed sequencing of construction and construction tie-ins is required to maintain continued service to all the City's water customers.

As the City proceeds with project implementation, Construction Administration and Oversight services are needed to provide project oversight and verification of construction in general conformance with the contract documents. We are proposing to continue our partnership with Black&Veatch to meet your needs.

Scope of Work

Based on the project scope and the schedule provided by the bidder, we are proposing the following Construction Administration and Oversight efforts for the project.

Engineering

1. Administer project in accordance with construction contract
2. Hold preconstruction and monthly progress meetings

Ms. Fleming
August 4, 2025
Page 2

3. Review Contractor shop drawings / submittals
4. Respond to Contractor's requests for information
5. Prepare monthly contractor pay estimates and change orders as necessary
6. Prepare final closeout documentation including record drawings
7. Monitor permit and material testing compliance
8. Assist with system testing and start-up
9. Complete Operation and Maintenance Manual review
10. Prepare preliminary and final punch lists

Field Services

11. Provide construction staking
12. Provide full-time construction observation for yard piping pipe, assuming 12 weeks of construction.
13. Provide part-time construction observation for Surge Building and Tank 5. Efforts will vary and be based on the current work efforts.
14. Provide density testing for yard piping pipe
15. Assist with system startup and training. It is assumed that there will be two one-week start up events. One for the Surge Suppression Building and one for the HSPS Surge Tank.

Fee Structure

We propose to perform these services on a time and material basis with a cost not to exceed \$900,000.

The proposed revised contract amount would be \$1,852,000.

Should additional services be requested by you or required by conditions encountered, we would contact you and obtain your authorization prior to performing such services. Work will be completed in accordance with the City of Wyoming, Michigan Standard City Professional Service Contract as amended.

Thank you again for the opportunity to partner with you on this project. If you have any questions on the amendment, please do not hesitate to contact our office.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

cc: Aaron Vis, City of Wyoming

Project Hours Worksheet
City of Wyoming - WTP HSPS Surge Suppression System CE Services

Task / Description	Project Manager										Sub-Contract	Expenses	Mileage	Total Cost										
	Sen PM/IT	Sen PM	Sen PM/IT	Sen PM/IT	Sen PM/IT	Sen PM/IT	Sen PM/IT	Sen PM/IT	Sen PM/IT	Sen PM/IT														
Task I - Construction Engineering																								
Pre-Construction Meeting & Minutes	2	2																						
Contract Administration (assuming 100 weeks)	100	100																						
Construction Engineering (assuming 88 weeks)	0	0																						
Shop Drawings / Submittals Review (105 total) BV included above	10	60	90																					
Report for RFIs (PNB) 2020 total BV included above	10	40	36																					
Review Claims & Change Orders (10 total) BV included above	20	40																						
Construction Progress Meetings (monthly, 30) BV included above			48																					
Monthly Payment Estimates (monthly, 24 total)																								
Consumer's Easement Property Follow-up	12																							
Designing Contamination			10																					
Ex. Pipe Connection Alignment Confirmation	6																							
Mounter Permit Compliance	22																							
Dishormation - NPDES Discharge Plans and DMRs	12																							
Third Party Assistance - LAN																								
Permit & Final Observation & Punch Lists	10	12																						
8400 Pumps Review	15																							
Record Drawings and Closeout Documentation	15																							
2026 Escalation Factor 6%																								
2027 Escalation Factor 6%																								
Task II - Electrical	152	304	182	30	176	0	32	0	0	0	0	12	12	184	91	167	478	0	15000	\$16,510	2,100	\$395,100		
Task III - Restroom Observers																								
Survey (Construction Staking) - X visits																								
Construction Observation - Street Pipe (Normal Level of Flow-50 lbs per week/average for inspecting 12 weeks)	60																							
Construction Observation - Surge Building (Normal Level of Flow-12 lbs per week/average for inspecting 40 weeks, Structural Effort - 26 visits at 8hrs. average)	120	10	400	14	212																			
Construction Observation - Tank 3/HSPS (Normal Level of Effort-30 lbs per week/average for inspecting 1 week)	4	4	4	2	12	4																		
Construction Observation - Site	10	10	100																					
Construction Observation - Site																								
Pressure Testing / Consolidation	20																							
Dishormation Monitoring and Testing			16																					
System Start-up	24	24	24																					
2026 Escalation Factor 6%																								
2027 Escalation Factor 6%																								
Task III - Submittals	148	128	620	16	224	4	0	658	9	58	0	0	0	97	88	40	88	0	0	0	0	0	0	
Task IV - Project Administration																								
Construction Coordination/Administration (100 weeks)	100																							
Post-Bid VI	24	24																						
2026 Escalation Factor 6%																								
2027 Escalation Factor 6%																								
Task VI - Submittals	24	24	0	64	96	0	0	0	0	0	0	23	97	0	0	0	0	0	0	0	0	0	0	
Project Grand Total	323	456	802	110	496	4	32	650	9	49	0	35	109	281	179	210	566	8	112	144	0	0	0	\$17,500
																								\$900,000

EXHIBIT B
ORIGINAL CONTRACT

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(Over \$8,500)

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

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

Professional means Prein & Newhof, Inc., a Michigan corporation of 3355 Evergreen Dr NE, Grand Rapids, MI 49525.

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means August 22, 2023.

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants Professional is complying with and will comply with the Standard Terms.
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: August 22, 2023

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

Prein & Newhof, Inc.

By: _____
Marj R. Prein, P.E.

Date signed: August 15, 2023

CITY OF
Wyoming
MICHIGAN

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to this Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
3. **Grant Compliance.** If City identifies state or federal grants as a source of payment for any part of the project, Professional will review and comply with applicable grant requirements.
4. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 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 with a government agency, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within the last 3 years had one or more public contracts terminated for cause or default.
 - C. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register and be in good standing on the federal System for Award Management (SAM) list.
 - D. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs and actions, including City contracts and professionals' activities for or on behalf of City. Accordingly:
 - A. Professional 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, sexual orientation, 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. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, 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 individuals have limited English proficiency (i.e., they speak English less than very well), Professional will use language assistance services in communications.
6. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) attempting or appearing to influence a 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 Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
7. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. **W-9.** Before beginning work Professional will e-mail to accounts payable@wyomingmi.gov a completed an IRS W-9 form.
9. **Document Ownership and Use.** Deliverables and other documents Professional generates as part of its Services, whether in paper, electronic or other media or format, including for example and without limitation, plans, specifications, bid documents, drawings, designs, and manuals, will belong to City upon City's payment of amounts due Professional under this Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.
10. **Intellectual Property.** Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights due to their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

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

12. Professional Responsibility.

A. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

13. Risk Allocation. Professional is solely responsible for the conduct of Professional's personnel.

A. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

B. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

C. Nothing in this Contract limits or is intended to limit Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

14. Insurance. Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$3,000,000 or the amounts to be paid Professional for services under the City Contract.

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

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

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

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

EXHIBIT B



July 5, 2023

Mr. Robert Veneklasen
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

RE: Professional Engineering Services Proposal
Third Transmission Main
HSPS Surge Suppression System Conceptual Design

Dear Bob:

Thank you for this opportunity to provide our proposal for professional engineering services to assist the City of Wyoming with initial design work related to the High Service Pump Station (HSPS) Surge Suppression System.

Prein&Newhof has been preparing construction drawings for the first phase of the proposed third transmission main. During the design process, it was determined that additional surge mitigation is necessary to protect the transmission main system. The need was confirmed by Black&Veatch and various alternatives to mitigate were reviewed. The conclusion of the effort was that surge mitigation using surge suppression tanks would be the most effective and reliable method to address the HSPS surge issue. The HSPS Surge Suppression System will significantly benefit the existing transmission system in its current form.

Due to the complexity of the surge suppression design, it is recommended that a HSPS Surge Suppression System Conceptual Design Report be completed as the next step of solution implementation. We are proposing to partner with Black & Veatch to meet your needs. The goal will be to conduct 30% design efforts and summarize in a report.

Scope of Work

The HSPS Surge Suppression System Conceptual Design Report will address the following basic elements:

- Project Background and Need
- Surge analysis to select optimum number, size and connection points for the surge tanks
 - Up to three (3) options
- Identification of connection sizes, pipe routing, valve size and valve type
- Design of site layout
- Review and selection of tank esthetics and enclosures
- Preliminary selection of ancillary equipment and support systems
- Conduct a constructability review
- Prepare updated cost estimates
- Present conclusions and recommendations in a summary report

3355 Evergreen Drive, NE Grand Rapids, MI 49525 1.616.364.8491 f. 616.364.6955 www.preinnewhof.com

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Mr. Veneklasen
July 5, 2023
Page 2

Schedule

We understand that Wyoming desires to expedite the surge tank efforts and to commence construction as soon as possible to minimize surge risks on the existing pipeline. We anticipate the HSPS Surge Suppression System Conceptual Design activities can be completed within sixteen (16) weeks after your direction to proceed.

Fee Estimate

We propose to perform these services on a time and material basis with a cost not to exceed \$120,000. Should additional services be requested by you or required by conditions encountered, we would contact you and obtain your authorization prior to performing such services.

Thank you again for the opportunity to provide you with this proposal. If you have any questions on the proposal, please do not hesitate to contact our office.

Sincerely,
Prein & Newhof .



Mark R. Prein, P.E.

Encl: Project Hours Worksheet
Professional Services Contract

PDF GENERATED BY PROPOSED BY THE STATE OF WYOMING

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
FUEL DELIVERY SERVICES

WHEREAS:

1. As detailed in the attached staff report, bids were received for fuel delivery services on July 28, 2020, awarding the bid to Van Manen Petroleum via Resolution #26778 on September 8, 2020.
2. City Council authorized extending the contract with no increase in pricing for an additional two-year period via Resolution #27822 on August 21, 2023.
3. Van Manen Petroleum has agreed to extend the contract for an additional year with a 17% increase from 2020 pricing.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council extends the bid with Van Manen Petroleum at the prices as shown on the attached contract through August 4, 2026.
2. City Council authorizes the City Manager to sign the contract.
3. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

Staff Report

Date: July 24, 2025
Subject: Bid Extension for Fuel Delivery Services
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Aaron Vis, Director of Public Works
Meeting Date: August 4, 2025

RECOMMENDATION:

It is recommended that the City Council extend the bid for fuel delivery services to Van Manen Petroleum Group at the rates shown on the attached contract.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City operates a fleet of over 300 vehicles, ranging from mowers to fire trucks, and maintains seven standby generators. These generators are critical to maintaining operations during power outages, supplying backup power to City Hall, the Police Department, Wastewater Treatment Plant, Drinking Water Plant, Gezon Pumping Station, and the Public Works building. The City uses approximately 240,000 gallons of gasoline and diesel fuel annually for vehicle operations, and an additional 35,000 gallons of diesel fuel for standby generators.

On July 28, 2020, the City Clerk received four bids for gasoline and diesel fuel after sending thirty-eight requests for bid. Proposals were submitted by J&H Oil, Van Manen Petroleum, Crystal Flash, Inc., and Petroleum Traders. The low bid was awarded to Van Manen Petroleum at the September 8, 2020, Council meeting via resolution 26778.

Council previously extended the contract with Van Manen Petroleum for an additional two-year period on August 21, 2023, with no increase in pricing via resolution 27822. Van Manen Petroleum has now agreed to extend the contract for another one-year period, with updated pricing as outlined in the attached contract. The 2025-2026 price for gasoline delivered to the Public Works fuel station, where the vast majority of fuel is dispensed, reflects a 17% increase from 2020 pricing.

The fuel contract is structured as follows:

- Market (Rack) Price: The City pays the prevailing market price at the time of delivery.
- Delivery Fee: A fixed per-gallon delivery fee, as established in the bid.
- Winter Diesel Additive: A seasonal additive is required for diesel fuel used in winter operations; the City pays a per-gallon cost as included in the bid.

It is estimated the City will spend approximately \$450,000 per year on fuel. All pricing details are included in the attached contract.

BUDGET IMPACT:

Sufficient funds are available in appropriate accounts.

Attachment:
Contract

CITY OF WYOMING

CONTRACT AMENDMENT #1 Van Manen Petroleum Group

This Contract Amendment is to City Standard Contract (Contract) made as of July 27, 2020 (Effective Date) between the City of Wyoming (City) and Van Manen Petroleum Group. (Contractor)

RECITALS

- A. City wishes to add an additional year of services to the Van Manen Petroleum Group Contract, which will then expire on August 4, 2026 (Added Services).
- B. Contractor submitted a proposal for the additional services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Amendment, including the compensation stated in the proposal, the parties agree:

- 1. Contractor will perform the Work for the compensation stated in the Proposal.
- 2. All other terms of the City Standard Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager


Date signed: _____, 2025

Approved as to form:



Gregory T. Strainers, City Attorney

Van Manen Petroleum Group

By: 

[Signature officer, director or principal of Professional]

Robert Evans Sales Director

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

Date signed: 7/23, 2025

CONTRACT

CONTRACT

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

Recitals

City requested bids/proposals for the GASOLINE AND DIESEL FUEL contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of July 28, 2020 and related required materials (the "Bid") that was selected by City

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

Contractor means: Van Manen Petroleum Group
LEGAL NAME OF COMPANY

Van Manen Oil Company
BUSINESS NAME TO B.A. IF DIFFERENT FROM ABOVE

Corporation MICHIGAN
FORM OF BUSINESS AND STATE BY WHICH FORMED - e.g. partnership, corporation, limited liability company, or other legal entity and the state in which it was formed

O-305 Lake Michigan Drive NW
STREET ADDRESS

Grand Rapids MI 49534
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming
By: _____
Jack A. Poll, Mayor

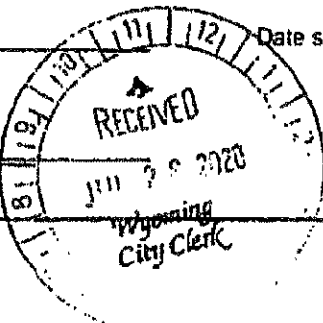
By: _____
Kelli A. VandenBerg, City Clerk

Contractor
By: *Doug Van Hattum*
Signature for Contractor

Doug Van Hattum
Printed Name & Title of Person Signing

Date signed: _____ Date signed: 7/27/2020

Approved as to form
Scott G. Smith
Scott G. Smith, City Attorney



RESOLUTION NO. 26778

RESOLUTION FOR AWARD OF BIDS AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

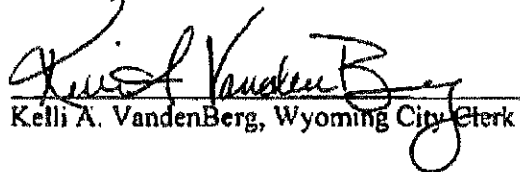
1. The City Council does hereby award the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Gasoline & Diesel Fuel	Van Manen Petroleum	Bid prices as shown on the attached tabulation sheet
Fence Removal and Installation - Kelloggsville Park	Straight Line Fence	\$24,606.00
Waterworks Fittings	Etna Supply Company	Bid prices as shown on the attached tabulation sheet

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

Moved by Councilmember: Postema
Seconded by Councilmember: DeKryger
Motion Carried Yes 6
No 0

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 September 8, 2020.


Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Tabulation Sheets
Contracts

Resolution No. 26778

STAFF REPORT

Date: August 17, 2020
Subject: Bid Award - Gasoline and Diesel Fuel
From: Ted Seil, Fleet Services Supervisor
Date of Meeting: September 8, 2020

RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for Gasoline and Diesel Fuel to the lowest bidder, Van Manen Petroleum, for the unit prices indicated on the attached bid tabulation through August 31, 2023, and authorize the Mayor and City Clerk to execute the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The City operates a fleet of over 300 vehicles and 7 standby generators. The vehicles range from mowers to fire trucks, providing valuable services to City residents. In the event of loss of electrical power, standby generators supply power for the City Hall, Police Department, Clean Water Plant, Drinking Water Plant, Gezon Pumping Station and the Public Works building.

DISCUSSION:

On July 28, 2020 the City Clerk received four bids for gasoline and diesel fuel. Thirty-eight requests for bid were sent out. Four bids were received and evaluated from J&H Oil, VanManen Petroleum, Crystal Flash, Inc. and Petroleum Traders.

Approximately 240,000 gallons of gasoline and diesel are used to fuel City vehicles, and another 35,000 gallons of diesel fuel are used for standby generators.

The fuel bid and contract are structured such that the City pays the following per gallon of fuel:

- Market (rack) price. On the date and time the fuel is delivered, the City pays the market price per gallon of gasoline or diesel fuel.
- Delivery cost. The City pays a per gallon delivery fee, for which this bid was developed.
- Winter diesel fuel additive. A diesel fuel additive is necessary for winter operations. The City pays for this on a per gallon basis, also for which this bid was developed.

After evaluating the information provided by the four bidders, Van Manen Petroleum best meets the requirements for providing fuel for City vehicles and generators and is the lowest bidder overall.

BUDGET IMPACT:

The cost of fuel is estimated to be approximately \$450,000.00 per year. Sufficient funds have been budgeted in accounts 661-441-58200-741.000, 590-590-54300-740.000, 591-591-55300-740.000 and 591-591-55900-740.000.

ATTACHMENTS:

Bid Tabulation
Contract

CITY OF WYOMING, MICHIGAN TABULATION OF BIDS		BIDDER				
		AMM Oil Company	Crystal Fuels, Inc.	Van Meter Petroleum	Petroleum Truckers	
DELIVERY SITE	TYPE OF FUEL					
PUBLIC WORKS BUILDING	REGULAR UNLEADED GASOLINE	Delivery Cost Price/Per Gallon	0.03500	0.03619	0.03250	0.02870
		Total	0.03500	0.03619	0.03250	0.02870
		Minimum Delivery Required (in gallons)	0,000	10,000	0,400	12,000
		Estimated Annual Requirements (in gallons)	196,000	190,000	196,000	185,000
		Total (Based on Estimated Annual Gallons)	\$ 6,825.00	\$ 7,035.50	\$ 6,337.50	\$ 5,298.50
	#2 DIESEL (Winter Additive)	Winter Diesel Fuel Additive	0.01750	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.03500	0.03630	0.03250	0.02910
		Total	0.04250	0.03630	0.04550	0.04660
		Minimum Delivery Required (in gallons)	0,000	10,000	0,400	12,000
		Estimated Annual Requirements (in gallons)	30,000	30,000	30,000	30,000
	Total (Based on Estimated Annual Gallons)	\$ 1,275.00	\$ 1,143.00	\$ 1,265.00	\$ 1,386.00	
	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.02000	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.15000	0.14000	0.17000	0.35000
		Total	0.17000	0.14000	0.18300	0.36750
		Minimum Delivery Required in Gallons	150	175	150	200
Estimated Annual Requirements (in gallons)		300	300	300	300	
Total (Based on Estimated Annual Gallons)	\$ 51.00	\$ 42.00	\$ 54.90	\$ 110.25		
WATER TREATMENT PLANT	REGULAR UNLEADED GASOLINE	Delivery Cost Price/Per Gallon	0.19000	0.14000	0.17000	0.30000
		Total	0.19000	0.14000	0.17000	0.35000
		Minimum Delivery Required (in gallons)	150	175	150	200
		Estimated Annual Requirements (in gallons)	7,000	7,000	7,000	7,000
		Total (Based on Estimated Annual Gallons)	\$ 1,330.00	\$ 980.00	\$ 1,190.00	\$ 2,450.00
	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.01750	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.03000	0.03300	0.04000	0.08400
		Total	0.04750	0.03300	0.05300	0.09150
		Minimum Delivery Required (in gallons)	0,000	2,500	7,000	7,000
		Estimated Annual Requirements (in gallons)	29,000	29,000	29,000	29,000
	Total (Based on Estimated Annual Gallons)	\$ 1,030.00	\$ 1,062.00	\$ 1,520.00	\$ 2,610.00	
	#2 DIESEL FUEL	Winter Diesel Fuel Additive	0.02000	0.00000	0.01700	0.01750
		Delivery Cost Price/Per Gallon	0.15000	0.15000	0.17000	0.35000
		Total	0.17000	0.15000	0.18700	0.36750
		Minimum Delivery Required (in gallons)	150	175	150	200
Estimated Annual Requirements (in gallons)		400	400	400	400	
Total (Based on Estimated Annual Gallons)	\$ 68.00	\$ 60.00	\$ 74.80	\$ 147.00		
CLEAN WATER PLANT	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.01750	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.03500	0.03720	0.04000	0.04850
		Total	0.05250	0.03720	0.05300	0.06600
		Minimum Delivery Required in Gallons	0,000	7,500	10,000	0,000
		Estimated Annual Requirements (in gallons)	19,000	10,000	10,000	19,000
Total (Based on Estimated Annual Gallons)	\$ 525.00	\$ 372.00	\$ 530.00	\$ 125.40		
OZONE PURRING STATION	PREMIUM DIESEL FUEL	Winter Diesel Fuel Additive	0.02000	0.00000	0.01300	0.01750
		Delivery Cost Price/Per Gallon	0.15000	0.15000	0.17000	0.35000
		Total	0.17000	0.15000	0.18300	0.36750
		Minimum Delivery Required in Gallons	150	175	150	200
		Estimated Annual Requirements (in gallons)	2,000	2,000	2,000	2,000
Total (Based on Estimated Annual Gallons)	\$ 340.00	\$ 300.00	\$ 366.00	\$ 735.00		
Total		\$ 11,484.00	\$ 11,210.50	\$ 11,084.20	\$ 12,424.73	
Minimum Lead Time to Delivery & Other		12 hours	12 hours	12 hours	24 hours	



A Wholly Owned Subsidiary of J & H Oil Company

*O-305 Lake Michigan Dr NW
Grand Rapids, MI 49534
(616) 453-6344
Fax: (616) 534-1663*

City of Wyoming,

Fuel Delivery Renewal -2025

We are pleased to be able to continue our fuel delivery contract for up to one year with the City of Wyoming! Please see attached table with updated freight rates due to the increase in fuel costs since the summer of 2020.

Our trucks are able to haul a maximum of 13,400 gallons of product (industry maximums). Please schedule/order deliveries based on these maximums. For example, an order for Public Works could look like -8,000 gallons of gasoline and 4000 gallons of diesel.

Please let us know if you have any questions.

Jordan Huizinga
616.915.3672
jordanh@vanmanen.com



Delivery Site	Address	Fuel Type	Storage Capacity (Gallons)	Estimated Annual Requirement (Gallons)	Winter Additive Cost (Per Gallon)	Delivery Cost Bid Price (Per Gallon)	Delivery Cost Bid Price (Per Gallon)
Public Works Building	2660 Burlingame SW Wyoming	Unleaded Gasoline	15,000	195,000	0	0.03	0.035
Public Works Building	2660 Burlingame SW Wyoming	ULSD #2	15,000	30,000	0.0175	0.03	0.043
Public Works Building	2660 Burlingame SW Wyoming	Premium ULSD #2	300	300	0.02	0.17	0.25
Water Treatment Plant	16700 New Holland Holland	Unleaded Gasoline	1,100	7,000	0	0.17	0.25
Water Treatment Plant	16700 New Holland Holland	Premium ULSD #2	10,000	20,000	0.0175	0.043	0.047
Water Treatment Plant	16700 New Holland Holland	ULSD #2	175	400	0.02	0.17	0.25
Clean Water Plant	2350 Ivanrest Ave Grandville	Premium ULSD #2	12,000	10,000	0.0175	0.043	0.047
Gezon Pumping Station	5560 Byron Center Wyoming	Premium ULSD #2	2,000	2,000	0.02	0.17	0.25

*Fuel Surcharge is currently 23%

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF DE-ICING SALT

WHEREAS:

1. As detailed in the attached staff report, the City cooperatively purchases de-icing salt with the Kent County Road Commission and other local agencies.
2. It is recommended City Council authorize the purchase of de-icing salt from Compass Minerals America Inc. at a cost of \$71.82 per ton.
3. It is estimated the City will purchase approximately 4,940 tons of de-icing salt for the 2025-26 winter season.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves the quote from Compass Minerals America Inc. for the purchase of de-icing salt for the 2025-2026 season.
2. City Council authorizes the City Manager to sign the contract.
3. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

Staff Report

Date: July 23, 2025
Subject: Approve the Purchase of De-icing Salt from Compass Minerals
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Aaron Vis, Director of Public Works
Meeting Date: August 18, 2025

RECOMMENDATION:

The Public Works Department recommends that the City Council authorize the purchase of a maximum of 4,940 tons of de-icing salt from Compass Minerals at a unit price of \$71.82 per ton, in cooperation with the Kent County Road Commission and other local agencies.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City participates in a cooperative purchase of de-icing salt with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, City of Walker, and other regional agencies. For the 2025-2026 season, Compass Minerals has agreed to extend its bid pricing with a 5% increase over the 2023-2024 rate. The new price is \$71.82 per ton. Historical salt cost and increase/decrease information is presented below.

Season	Cost Per Ton (\$)	Percentage Increase/Decrease
2014-2015	66.62	2.9 %
2015-2016	66.63	0.0 %
2016-2017	50.40	-32.2 %
2017-2018	45.43	-11.0 %
2018-2019	69.06	52 %
2019-2020	79.38	14.9 %
2020-2021	76.98	-3.0 %
2021-2022	68.04	-11.6 %
2022-2023	70.59	3.7%
2023-2024	68.40	-3.1%
2024-2025	68.40	0.0%
2025-2026	71.82	5.0%

Over the past 5 years, Wyoming has used an average of 3,600 tons of de-icing salt per winter season, ranging from approximately 2,000 to 5,100 tons per year depending on the severity of the season. The purchasing agreement with Compass Minerals requires that Wyoming purchase a minimum of 3,040 tons and allows Wyoming to purchase up to 4,940 tons of de-icing salt for this season. The City currently has approximately 7,000 tons of de-icing salt in storage and, with the flexibility afforded through this cooperative purchase, should have access to sufficient de-icing salt for this winter season.

Estimated maximum usage for the coming winter season is 4,940 tons of de-icing salt for a total estimated cost of \$354,790.80.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts: 202-441-47800-740.000 and 203-441-47800-740.000.

Attachment:
Contract

CITY OF WYOMING

CONTRACT AMENDMENT #2
Compass Minerals America, Inc.

This Contract Amendment is to the Bulk Rock Salt Contract (Exhibit A) made as of June 18, 2023 (Effective Date) between the City of Wyoming (City) and Compass Minerals America, Inc. (Contractor)

RECITALS

- A. City wishes to extend the current supply contract for the 2025/2026 season. (Added Services).
- B. Contractor submitted a proposal dated July 17, 2025, for the additional season, copy of which is attached as Exhibit B (Proposal):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Amendment, including the compensation stated in the proposal, the parties agree:

- 1. Contractor will supply the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Bulk Rock Salt Contract remain in full effect.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 2025

Approved as to form:



Greg T. Streiners, City Attorney

Compass Minerals America, Inc.

By:  _____
(Signature officer, director or principal of Professional)
Jason Fritz - Manager Highway Sales
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 7/22, 2025

Exhibit A

Bulk Rock Salt Contract

This Bulk Rock Salt Contract is made as of June 18, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (City) and Compass Minerals America, Inc., a Delaware corporation of 9900 W 109th St, Ste 100, Overland Park, KS 66210 (Contractor).

1. The Contract. In addition to this document, the following documents are part of and incorporated by reference into this Contract, and together with this Contract, comprise the **Contract Documents**.

A. Specifications for Contract #23-60: Bulk Rock Salt, issued by the Kent County Road Commission.

B. Invitation to Bid issued by the Kent County Road Commission for Contract #23-60: Bulk Rock Salt and accompanying Instructions to Bidders.

C. The Bid submitted by Contractor for Kent County Road Commission Contract #23-60: Bulk Rock Salt, including the previously mentioned documents, and accompanying materials certification, certificate of liability insurance, and certificate from the Corporations, Securities & Commercial Licensing Bureau of the Michigan Department of Licensing and Regulatory Affairs certifying that Contractor is a Delaware corporation authorized to transact business in Michigan, Delaware corporate documents, an IRS W-9 form, Contractor's Credit Information, a product data sheet, and safety data sheets.

D. Contract #23-60 between the Board of County Road Commissioners of the County of Kent and Contractor, dated June 27, 2023.

2. Bulk Rock Salt Purchase and Delivery.

A. Pursuant to the Kent County Road Commission Contract #23-60, City will purchase by a purchase order issued not later than August 31, 2023, not less than 80% of 4,000 tons of Rock Salt "CC" Grade (Michigan Department of Transportation specifications) ("Product") for the 2023-24 winter season at \$68.40 per ton and to commence receiving deliveries no later than December 31, 2023. City will have the right to order and Contractor shall deliver up to 30% more of the specified quantity of product (*i.e.*, up to 30% over 4,000 tons) at that same price.

B. In accordance with the Contract Documents, Contractor shall deliver that product to City's Public Works salt storage facilities at:

2660 Burlingame SW
Wyoming, MI 49509
Destination #: H763548
Delivery Lead Time: 5 days
Deliver w/o/Equipment

Depot: Ferrysburg
Product: BULK HIGHWAY COARSE
WYPS (6615)
Mode of Transport: DUMP (end or bottom)
Distance: 37.2 Miles

C. Scheduling of deliveries shall be made with contact with Jay VanDyke, Assistant Director of Public Works - Maintenance, (616) 228-6466, jay.vandyke@wyomingmi.gov.

D. All Product supplied under this Contract shall be subject to the inspection and approval of City or its representative, and if any material or labor supplied is rejected by City or its representative as defective or unsuitable, then such rejected Product shall be removed and replaced with approved material, to the satisfaction and approval of City or its representative at Contractor's cost and expense.

E. Contractor shall have at least 50% of the Product amounts requested by City available for delivery by October 1 and shall deliver any early fill requirements by November 1 of each Contract year. There are no early delivery requirements for the 2023-24 contract year.

3. Payment. In consideration, City will make such payment or payments to Contractor and upon such terms and conditions as are provided in the Contract Documents.

4. Contract Requirements.

A. City, like the Kent County Road Commission, will be considered the "Most Favored Customer" regarding Product purchased in Kent County.

i. City expects prices for Product delivered to City and not to exceed those prices bid to counties adjacent to Kent County which are further from Contractor's source (such as delivering Product from a dock on the west side of the state, going through Kent County to a county to the east at a lower cost per ton). If it is discovered that those prices are less than City's, City reserve the right to pay based on the lowest price quoted to or any of those counties.

ii. If Contractor bids Product to any other public entity within Kent County, during the term of the contract, and the awarded price for the public entity is less than the price quoted City, City reserves the right to take the same price bid

to that public entity.

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

i. 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, sexual orientation, 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

ii. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation and as applicable, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, and orders issued pursuant to those statutes.

C. Contractor (including its directors, members, partners, officers and employees) has not (i) attempted or appeared to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value, or (ii) paid or agreed to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner, or key employee of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Contractor will immediately notify City of any change in this statement.

5. Contract Dates. This contract will be for a 1-year period and will commence with the issuance of the contract and purchase orders. This will be effective beginning **September 1, 2023**, and will go through **August 31, 2024** subject to extension in connection with any extension of Contract #23-80 pursuant to Section 7 thereof... Quantities may be adjusted or changed as needed for each contract year with the issuance of a new purchase order.

6. Additional Work. If City wishes Contractor to provide additional services or quantities in addition to those specified in this Contract, the parties shall agree upon the price for such additional work before work is begun.

7. Time is of the Essence. Time is the essence of this Contract. Contractor shall ensure its completion in accordance with its schedule and/or completion dates. If Contractor fails to do so, City shall have the right to withhold any unpaid part of the contract price until such work is completed and shall further have the right to proceed in court for civil damages occasioned by such delay.

8. Non-assignment. Contractor shall not let, assign or transfer this Contract or any interest in it or any part of it without consent of the Board as such term is defined in Contract #23-80.

9. General Provision. This agreement Contract and other Contract Documents are the only agreements between the parties regarding the purchase and sale of Product. There are no other agreements, representations, or warranties.. This Contract can be amended only in writing signed by both City and Contractor

City and Contractor have signed this Contract as of the Date first written above.

City of Wyoming

Compass Minerals America Inc.

By: _____
Kent Vanderwood, Mayor

By: 
Jason Fritz, Highway Sales Manager

Date signed: 9/7, 2023

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2023

Approved as to form:



Scott G. Smith, City Attorney



9900 W 109th ST. SUITE 100
OVERLAND PARK, KS 66210
913.344.9200
COMPASSMINERALS.COM

August 21, 2024

Andrew Nordstrom
Purchasing Manager
c/o Kent County Road Commission
1900 4 Mile Road NW, Walker, MI 49544

Mr. Nordstrom:

Compass Minerals America Inc. ("Compass Minerals") appreciates the opportunity to extend our current supply agreement for the 2024/2025 season. Based upon our previous discussions and market pricing for the season, we are offering a price of \$68.40 which is equal in price from the prior 2023/2024 season. The Producer Price Index for Rock Salt for the period of Jun. 2023 - Jun. 2024 (most recently published data - PPI: Rock Salt) is up 2.08% but we feel this increase isn't warranted based upon your regional market. Other terms and conditions from last year's bid will remain the same.

	<u>PPI (Rock Salt)</u>
Jun. 2023	420.849
Jun. 2024	429.609
YoY Inc.	2.08%

It's been a pleasure servicing your Winter salt needs and we value our ongoing partnership. Should you have questions please do not hesitate to call me on my direct line at (913) 344-9106 or email me at fritzj@compassminerals.com.

Sincerely,

A handwritten signature in black ink that reads "Jason Fritz". The signature is written in a cursive, flowing style.

Jason Fritz
Highway Sales Manager



Date: Aug 26, 2024

Document: 23-60 - 1001831

Sold-To ("Buyer"):
 Jay VanDyke
 City of Wyoming
 P O Box 905
 WYOMING, MI 49509

Tel: 616-228-6466

Fax:

Email: jay.vandyke@wyomingmi.gov

Customer#: CH706426

Preferred: Email

Delivery Lead Time: 5 day(s)

Compass Minerals America Inc. (Seller)/ Quotation for bulk de-icing salt(the "Product")

Line #	Quantity (TN)	Delivery Location	Price Per TN(USD)	Depot Info
65	3,500	Wyoming MI City of 2660 Burlingame SW WYOMING, MI 49509 Destination #: CSH763548	\$68.40 Delivered	Depot: 20614-FERRYSBURG Product: BULK HIGHWAY COARSE W/YPS Mode of Transport: DMP Distance: 37.2 Miles

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Aug 31, 2025

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

Special Terms :

- * This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
- * Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar , but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

- Subject to prior sale • Minimums will be enforced • An active order must be placed a minimum of one day in advance of pick-up loads •

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

 Jason Fritz
 Highway Sales Manager
 Compass Minerals America Inc.

Signature :

 Title :

 Name :

 Date :

Please sign and return by e-mail to highwaygroup@compassminerals.com
 Or by MailOrder placement and inquiries Monday through Friday - 7:30 am to 5:00 pm

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES, TAXES, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOKED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT.** Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment or notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (1.8% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather, partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God, war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. **ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT.** Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product; Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. **NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.** Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amount's paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE.** Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.**
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provisions intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or

EXHIBIT B
PROPOSAL



9900 W. 109TH ST. SUITE 100
OVERLAND PARK, KS 66210
913.344.9200
COMPASSMINERALS.COM

July 17, 2025

Andrew Nordstrom
Purchasing Manager
c/o Kent County Road Commission
1900 4 Mile Road NW, Walker, MI 49544

Mr. Nordstrom:

Compass Minerals America Inc. ("Compass Minerals") appreciates the opportunity to extend our current supply agreement for the 2025/2026 season. Based upon our previous discussions and market pricing for the season, we are offering a price of \$71.82 which represent an increase of 5.0% from the prior 2024/2025 season. The Producer Price Index for Rock Salt for the period of Jun. 2024 - Jun. 2025 (most recently published data - [PPI: Rock Salt](#)) is up 2.0%. This component along with higher overall macro market price increases following last year's Michigan winter, as well as a model focused on preferred depot serviceability factor into the roll price. Other terms and conditions from last year's bid will remain the same.

PPI (Rock Salt)	
Jun-24	429.61
Jun-25	438.21
YoY Inc.	2.0%

It's been a pleasure servicing your Winter salt needs and we value our ongoing partnership. Should you have questions please do not hesitate to call me on my direct line at (913) 344-9106 or email me at fritzj@compassminerals.com.

Sincerely,

A handwritten signature in black ink that reads "Jason Fritz". The signature is written in a cursive, flowing style.

Jason Fritz
Highway Sales Manager



Sold-To ("Buyer"):

City of Wyoming
P O Box 905
WYOMING, MI 49509

Date: Jul 16, 2025
Document: 1004119
Tel: 616-530-7264
Fax:
Email: jay.vandyke@wyomingmi.gov
Customer#: CH706426
Preferred: Email
Delivery Lead Time: 5 day(s)

Compass Minerals America Inc. ("Seller")/ Quotation for bulk de-icing salt(the "Product")

Line #	Quantity (TN)	Delivery Location	Price Per TN(USD)	Depot Info
65	3,800 (Seasonal)	Wyoming MI City of 2660 Burlingame SW WYOMING, MI 49509 Destination #: CSH763548	\$71.82 (Seasonal) Delivered	Depot: 20638-MUSKEGON Product: HWY DEICING ROCK SALT GM Mode of Transport: DMP Distance: 41.5 Miles

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Aug 31, 2026

Supply of Product hereunder is subject to the terms and conditions set forth in this Quotation and the included Terms and Conditions of Sale. In the event of any direct conflict between the terms and conditions in this Quotation and the included Terms and Conditions of Sale, the terms and conditions of this Quotation with control.

Terms are NET 30 days from shipment with approved credit.

Special Terms :

- * This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
- * Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar , but if it chooses to make storage available it will be for a fee of \$5 per month per ton.
- * To the extent permitted by applicable law, Seller may charge a fee of up to 3% for payments by credit card.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Jason Fritz
Highway Sales Manager
Compass Minerals America Inc.

Signature : _____
Title : _____
Name : _____
Date : _____

Terms and Conditions of Sale

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4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
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8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented by Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof, no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
DODGE DURANGO POLICE PATROL VEHICLES AND UPFITTING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Zeigler Grandville, Inc. for the purchase of eleven Dodge Durango patrol vehicles at a cost of \$40,702.00 per vehicle.
2. It is also recommended City Council accept a quote from Emergency Vehicle Products Inc. to upfit the vehicles in the amount of \$14,510.97 per vehicle.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of eleven Dodge Durango patrol vehicles and upfitting of the vehicles in the total estimated amount of \$607,342.67.
2. City Council authorizes the City Manager to sign the contracts.
3. City Council does hereby waive the provisions of 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: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contracts/Quotes

Resolution No. _____

Staff Report

Date: July 29, 2025
Subject: Purchase of Police Patrol Vehicles and Upfitting
From: Don Roest, Fleet Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended the City Council authorize the purchase of eleven Dodge Durango patrol vehicles from Zeigler Grandville, Inc. and accept a quotation from Emergency Vehicle Products, Inc. to upfit these vehicles for a total approximate cost of \$607,342.67.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Public Safety Department has ten patrol vehicles that have exceeded their useful life and are in need of replacement. In addition, the Fleet Services Division will purchase one extra vehicle to keep as a backup. This vehicle will be available for use if a patrol unit is totaled or requires extensive repairs. Maintaining a spare patrol vehicle has been done in the past and has helped ensure uninterrupted service.

LaFontaine Dodge has a contract with the State of Michigan that the City would typically utilize, but staff reached out to Zeigler of Grandville, the local dealership we purchased from last year, for a quote. Zeigler offered a quote of \$40,702.00 per vehicle, which reflects an overall savings of \$19,096 (\$1,736 x 11 vehicles) compared to the State of Michigan contract.

These patrol vehicles will need to be upfitted by installing City-specific equipment, including lights, wiring, seating, cabling, locks, and other accessories. Due to limited internal staffing, an outside vendor is required to complete this work. Three quotes were obtained from the following upfitters: \$14,510.97 per vehicle from Emergency Vehicle Products, \$14,990.00 per vehicle from Arrowhead, and \$21,872.27 per vehicle from Canfield Equipment Services. It is recommended that the City contract with Emergency Vehicle Products, who provided the lowest quote.

BUDGET IMPACT:

Sufficient funds exist in the appropriate motor pool accounts.

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:

Zeigler Grandville, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4200 Parkway Place Dr
[Contractor's street address]
Grandville, MI 49418
[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: August 19, 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:

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

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

Zeigler Grandville, Inc.

By: _____
John Shay, City Manager

By: _____
[Signature officer, director, or principal of Contractor]
TEEM NOYES COMMERCIAL FLEET MGR
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 8-5, 2025

Approved as to form:

Gregory T. Stremers, City Attorney

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: Emergency Vehicle Products, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2975 Interstate Pkwy
[Contractor's street address]
Kalamazoo, MI 49048
[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: August 19, 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.

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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."]

- 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 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

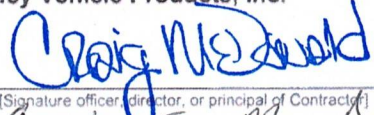
Date signed: _____, 20__

Approved as to form:



Gregory T. Stremers, City Attorney

Emergency Vehicle Products, Inc.

By: 

[Signature officer, director, or principal of Contractor]
Craig S Mc Donald
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: August 5, 2025

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.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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**

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 05/12/2025

Quote #: 020530

FOB: Origin

PO #: 25 DURANGO PKG

Ship Via: Customer Pickup

Terms: Upon Receipt

Quoted By: CMcDonald

BILL TO:

WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

Phone #: **Fax #:**

Customer ID: WYOMING PD

SHIP TO:

WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

Line Item #	Product ID	Product Description	Quantity	Unit Cost	Extended Cost
001	LABOR- JH # M235579	LABOR-JH # M235579 BUILD 25 DURANGO POLICE PKG INSTALL ALL EMERGENCY EQUIPMENT AS NEEDED	16.2 Related Order	\$155.00 0000000 #: 001	\$2,511.00
002	EB2SP3J	LEGACY WCX 54" LIGHTBAR	1 Related Order	\$2,704.00 0000000 #: 000	\$2,704.00
003	STPK785	DURANGO STRAP KIT INCLUDED WITH LIGHTBAR	1 Related Order	\$0.00 0000000 #: 000	\$0.00
004	C399	CENCOM CORE AMPLIFIER CONTROLLER MODULE	1 Related Order	\$1,024.00 0000000 #: 000	\$1,024.00
005	CCTL7	WECANX21 BUTTON/SLIDE CONTROL CENTER	1 Related Order	\$330.96 0000000 #: 000	\$330.96
006	SA315	100 WATT SPEAKER BLACK PLASTIC	2 Related Order	\$197.40 0000000 #: 000	\$394.80
007	SAK54CM	DURANGO MOUNT KIT	2 Related Order	\$51.00 0000000 #: 000	\$102.00
008	U180JC	UNDER MIRROR TRIO RED/BLUE WHT	2 Related Order	\$249.48 0000000 #: 000	\$498.96
009	U18044	UNDER MIRROR MOUNT FOR DURANGO	1 Related Order	\$26.46 0000000 #: 000	\$26.46

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

Tuesday, July 29, 2025

Page 1 of 5

EMERGENCY VEHICLE PRODUCTS.

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WYOMING, MI 49509

Phone #:

Fax #:

Customer ID: WYOMING PD

SHIP TO:

WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

Line Item #	Product ID	Product Description	Quantity	Unit Cost	Extended Cost
010	IONK1B	SWIVEL BRACKET BAIL	2	\$27.54	\$55.08
			Related Order	0000000 #: 000	
011	I2J SIDES	DUO ION RED/BLUE	2	\$142.10	\$284.20
			Related Order	0000000 #: 000	
012	M4J LIC PLATE	RED/BLUE SPLIT SUPER LED CLEAR LENS	2	\$228.15	\$456.30
			Related Order	0000000 #: 000	
013	TSS0J INNER HATCH	DUO T SERIES SURFACE MT RED/BLU	2	\$150.36	\$300.72
			Related Order	0000000 #: 000	
014	TL1J INNER HATCH	RED/BLU CLEAR T ION	2	\$139.10	\$278.20
			Related Order	0000000 #: 000	
015	E06-WS0R-1 INNER HATCH	WHITE/RED COMBO LED LIGHT DOME	2	\$28.78	\$57.56
			Related Order	0000000 #: 000	
016	C399SP	SCAN PORT KIT	1	\$185.00	\$185.00
			Related Order	0000000 #: 000	
017	CV2V	VEHICLE TO VEHICLE SYNC MODULE	1	\$120.00	\$120.00
			Related Order	0000000 #: 000	
018	CORE ADAPTER	CORE MIC ADAPTER HARNESS	1	\$62.79	\$62.79
			Related Order	0000000 #: 000	
019	CORE WIRE HARNES	WIRE HARNESS SMART TIMER,MODULES, DATA.	1	\$1,105.00	\$1,105.00
			Related Order	0000000 #: 000	

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

Tuesday, July 29, 2025

Page 2 of 5

EMERGENCY VEHICLE PRODUCTS.

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WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

Phone #: **Fax #:**

Customer ID: WYOMING PD

SHIP TO:

WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

Line Item #	Product ID	Product Description	Quantity	Unit Cost	Extended Cost
020	DURANGO HARNESS	QUICK CONNECT CORE SYSTEM	1	\$49.00	\$49.00
			Related Order	0000000 #: 000	
021	C-AP-0325-1	INTERNAL ACC POCKET 3"	1	\$66.30	\$66.30
			Related Order	0000000 #: 000	
022	C-VS-2300-DUR	VEH SPECIFIC, 21 DURANGO CONSOLE	1	\$475.31	\$475.31
			Related Order	0000000 #: 000	
023	CUP2-1001	DOUBLE CUP HOLDER	1	\$46.90	\$46.90
			Related Order	0000000 #: 000	
024	C-ARM-102	ARMREST SIDE MOUNT	1	\$92.12	\$92.12
			Related Order	0000000 #: 000	
025	C-AP-0325-1	INTERNAL ACC POCKET 3"	1	\$35.70	\$35.70
			Related Order	0000000 #: 000	
026	QK0566DUR11	21 DURANGO SEAT/ W CPSB COATED WINDOW	1	\$1,454.00	\$1,454.00
			Related Order	0000000 #: 000	
027	bk2020dur21	21 durango pb450lvs w/ ions pushbumper	1	\$1,046.00	\$1,046.00
			Related Order	0000000 #: 000	
030	PK0419DUR11	10VS RP HORIZ SLIDING WINDOW METAL WIDOW SECURITY SCREEN	1	\$1,454.70	\$1,454.70
			Related Order	0000000 #: 000	

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

Tuesday, July 29, 2025

Page 3 of 5

EMERGENCY VEHICLE PRODUCTS.

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Quote Date: 05/12/2025

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BILL TO:

WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

Phone #: **Fax #:**

Customer ID: WYOMING PD

SHIP TO:

WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

<i>Line Item #</i>	<i>Product ID</i>	<i>Product Description</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Extended Cost</i>
031	C-SBX-101	UNIV/STORAGE BOX HAVIS	1	\$751.00	\$751.00
			Related Order	0000000 #:	000
037	MISC SHOP SUPPLIE	MISC SHOP SUPPLIES	1	\$125.00	\$125.00
	SHOP SUPPLIES, WIRE, CONNECTORS, WIRE LOOM, MISC FASTNERS		Related Order	0000000 #:	000
038	MISC	MISC	1	\$0.00	\$0.00
	DEPT SUPPLY, RADIO, ANTENNA'S, VIDEO, PRINTER, COMPUTER MOUNT, DOCKS ETC, RIFLE RACK		Related Order	0000000 #:	000
040	MISC	MISC	0	\$0.00	\$0.00
			Related Order	0000000 #:	000
041	DK0100DUR11	21 DURANGO DOOR PANELS/ OVER OEM	1	\$0.00	\$0.00
	OPTION \$ 275.42		Related Order	0000000 #:	000
042	wk0514dur11	21 DURANGO WINDOW BARS	1	\$0.00	\$0.00
	OPTION \$275.42		Related Order	0000000 #:	000
043	GK11191B1SHK	DUAL T RAIL, 1 SM, 1 1082E BLAC RAC TRIGGER GUARD/ RECEIVER	1	\$0.00	\$0.00
	OPTION- \$720		Related Order	0000000 #:	000
044	CEXAMP	WEC WECAN X EXTERNAL SIREN AMP	1	\$0.00	\$0.00
	OPTION \$ 245.70		Related Order	0000000 #:	000
045	93757	vp-420 havis console plate	1	\$0.00	\$0.00
	OPTION \$ 32.50		Related Order	0000000 #:	000

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

Tuesday, July 29, 2025

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EMERGENCY VEHICLE PRODUCTS.

Quotation

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PO #: 25 DURANGO PKG

Ship Via: Customer Pickup

Terms: Upon Receipt

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WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

Phone #: **Fax #:**

Customer ID: WYOMING PD

SHIP TO:

WYOMING PD
2300 DE HOOP AVE

WYOMING, MI 49509

<i>Line Item #</i>	<i>Product ID</i>	<i>Product Description</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Extended Cost</i>
046	93725	usb power 6' cable vp-420	1	\$71.50	\$71.50
	OPTION \$ 71.50		Related Order	0000000 #:	000
047	93722	VEHICLE PRO 420 PRINTER	1	\$596.41	\$596.41
	OPTION \$596.41		Related Order	0000000 #:	000
048	DISCOUNT	DISCOUNT	1	(\$2,250.00)	(\$2,250.00)
	DISCOUNT PER CAR WITH 10 CAR MINIMUM OUTFITTING		Related Order	0000000 #:	000
Sub Total:					\$14,510.97

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

Tuesday, July 29, 2025

Page 5 of 5

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 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

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
BREAKROOM FURNITURE FOR THE POLICE DEPARTMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Interphase Interiors for the purchase of new furniture for the breakroom at the Police Department using the State of Michigan (MiDEAL) contract pricing in the total estimated amount of \$20,138.54.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of breakroom furniture for the Police Department.
2. City Council authorizes the City Manager to sign the contract.
3. 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: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

Staff Report

Date: August 7, 2025
Subject: Police Breakroom Furniture Purchase
From: Troy Rinks, Facilities Maintenance Foreman
CC: Aaron Vis, Director of Public Works
CC: Kimberly Koster, Director of Public Safety
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended that the City Council approve the purchase of new furniture for the breakroom at the Police Department from Interphase Interiors for \$20,138.54 using MiDEAL Contract #240000000497.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The existing break room furniture in the Police building has not undergone any significant upgrade since its original construction two decades ago. On June 16, 2025, Council approved a contract with Vander Kodde Construction to remodel the breakroom. At that time, it was noted that additional items such as furniture (tables, chairs, etc.) and appliances were being specified and would be brought to Council for approval once finalized.

Facilities staff worked with Police staff, the architect and a furniture designer to define and design furniture to work efficiently in that space. A design recommendation and quotation were obtained from Interphase Interiors, a preferred Haworth retailer located in west Michigan and who has completed many of the office remodeling projects done at the Police Department building. Products proposed can be purchased using the MiDEAL Extended Purchasing

Program titled Haworth Comprehensive Ergonomic & General Office Seating, Contract #240000000497. The estimated cost for the purchase of new office furniture is \$20,138.54 and can be ordered once approved by the City Council.

Once approved, the project will be managed by the Facilities Department in coordination with the Police Department, with delivery and installation completed by October of 2025.

BUDGET IMPACT:

Sufficient funds exist in the Capital Projects Revolving Fund, Capital Outlay account 805-000-57300-975.000.

Attachments:

Contract
MiDeal Haworth Contract No. 240000000497



INTERPHASE
INTERIORS

Interphase Interiors

415 Leonard ST NW Suite 110
Grand Rapids, MI 49504
Phone: 616-245-0800 Fax: 616-245-3974

8/12/2025

Quote #
CAFE FURNITURE QUOTE

Sold To:

WYOMING POLICE DEPARTMENT
2300 DEHOOP AVENUE SW
WYOMING MI 49509

Contact:
Email:

Ship To:

IPI INSTALL/WAREHOUSE
2740 29TH ST SE DOCK #3 & #4
GRAND RAPIDS MI 49512

Contact JOSH DURKEE/JOSH HANSEN
Email: 616-245-0800

Sales Person: CATHY CLICK

Item	Qty.	Product	Price	
			Unit	Extended
BREAKROOM				
1 BREAKROOM	2	SLP-33-TF Poppy Lounge, Faux Lea Seat, Faux Lea Back, Four Leg Base, Felt Glide	\$1,362.17	\$2,724.34
Seating		,XJ- OTH ,XJ- OLC ,TR- 00F		
3 BREAKROOM	9	S7S-44-OK Maari, 4 Leg Side Chair, Poly Seat and Back, No Arms, Felt Glide	\$181.45	\$1,633.05
Seating		Seat 1 Color ,TR-1V Indigo, GRADE A Frame Color ,TR-F Black, GRADE A		
6 BREAKROOM	9	S7WB-44-OK Maari, 4 Leg Wood Stool, Bar Height , Poly Seat, Poly Back, No Arm, Felt Glide	\$723.73	\$6,513.57
Seating		Seat 1 Color ,TR-CF Coffee, GRADE A (M5_W43) Ink On Oak Frame Color ,M5-W43 Ink On Oak, GRADE A Footrest Color ,KR-V Chrome, GRADE D		
10 BREAKROOM	1	SRA-1 Resonate, Alignment Clip Kit, Pkg of 12	\$15.49	\$15.49
Seating		Trim Color ,TR-K Charcoal, GRADE A		

Item	Qty.	Product	Price	
			Unit	Extended
15	1	SRMB-33-K	\$640.58	\$640.58
BREAKROOM		Resonate,Modular Lounge Chair,Back No Arms,Faux Leather Seat,Faux Leather Back,Felt Glide		
Seating				
		,XJ-OEL		
		,XJ-OEL		
		,H-OKM		
		,TR-00K		
21	1	SRML-33-K	\$816.86	\$816.86
BREAKROOM		Resonate,Modular Lounge Chair,Left Corner,Faux Leather Seat,Faux Leather Back,Felt Glide		
Seating				
		,XJ-OEL		
		,XJ-OEL		
		,H-OKM		
		,TR-00K		
28	1	SRMR-33-K	\$816.86	\$816.86
BREAKROOM		Resonate,Modular Lounge Chair,Right Corner,Faux Leather Seat,Faux Leather Back,Felt Glide		
Seating				
		,XJ-OEL		
		,XJ-OEL		
		,H-OKM		
		,TR-00K		
36	1	SODC-1616-P	\$378.31	\$378.31
BREAKROOM		Openest Sprig Table, Round, 16" D x 17" H, Painted MDF		
Tables				
		Worktop Surface Color	,PW-SY	Stormy, GRADE A
		Base Color 1A	,TR-F	Black, GRADE A
45	1	SORA-5320-P	\$532.21	\$532.21
BREAKROOM		Openest Sprig Table, Rectangular, 53" W x 19.7" D x 12" H, Painted MDF		
Tables				
		Worktop Surface Color	,PW-PL	Polar, GRADE A
		Base Color 1A	,TR-F	Black, GRADE A
55	1	GAC2-2054-LGSNNG7	\$1,486.56	\$1,486.56
BREAKROOM		Planes,Base,Credenza,W/Slider 20In.D X 54In.Wx39In.H,Lam,Non-Locking		
Lower Storage				
		Case Color	,H-KM	Landmark Wood GRD B
		Worktop Edge Color-Users Edge	,HP-KM	Landmark Wood GRD A
		Trim Color	,TR-K	Charcoal GRD A
		Door Front Color 1B	,IG-1C	Clear Tempered - 6mm GRD A
66	1	GACJ-2054-LJSNNNN	\$237.25	\$237.25
BREAKROOM		Planes,Top,Credenza 20In.D X 54In.W,Lam		
Lower Storage				
		Worktop Surface Color	,H-KM	Landmark Wood, GRADE B
		Worktop Edge Color-Users Edge	,HP-KM	Landmark Wood, GRADE A

Item	Qty.	Product	Price	
			Unit	Extended
78	3	TCRN-3636-LJSNDN4	\$476.55	\$1,429.65
BREAKROOM		Jive,Tbl,Rd,Lam,36"x36",Eb3,Std,Co:none,Disc,N,29"h		
Tables		Worktop Surface Color ,H-KM Landmark Wood, GRADE B Worktop Edge Color-Users Edge ,HP-KM Landmark Wood, GRADE A Base Color 1A ,TR-K Charcoal, GRADE A		
91	2	TARQ-3030-LJSNDN7A	\$406.00	\$812.00
BREAKROOM		Planes,Table,Sq,Lam,30"x30",Eb3,Co:None,Disc,N,40"H,Ptd		
Tables		Worktop Surface Color ,H-WL Linen, GRADE A Worktop Edge Color-Users Edge ,HP-WL Linen, GRADE A Base Color 1A ,TR-K Charcoal, GRADE A		
			Subtotal for: BREAKROOM	\$18,036.73
<hr/>				
105	1	1-0273	\$797.81	\$797.81
		Surcharge		
120	1	LABOR:	\$1,304.00	\$1,304.00
		TO: RECEIVE, DELIVER, INSTALL AND TRASH REMOVAL DURING NORMAL BUSINESS HOURS.		
			Subtotal for:	\$2,101.81

Item	Qty.	Product	Price	
			Unit	Extended
			Sub Total:	\$20,138.54
			Tax:	\$0.00
			Total:	\$20,138.54

Terms & Conditions - Interphase Office Interiors, Inc.**Payment Terms**

Interphase, Inc. shall make every effort to deliver and install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate and the Interphase obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Interphase will be able to deliver and install only portions of the job at a time. Therefore, payment shall be made in accordance with the following terms:

1. All prices are FCA manufacturer point of shipment unless otherwise specified.
2. Terms are net 10 days from date of invoice. Customer will be invoiced for items as delivered. In no case is payment to be withheld for acceptable products should any portion of the job be unacceptable or undelivered. If any products are unacceptable or undelivered, the Customer must pay the balance of the invoice within 10 days, but may withhold the lesser amount of 10% of the total invoice or the value of the unacceptable products. The remaining balance is due 10 days after final delivery.
3. All materials are subject to Michigan State Sales Tax or other applicable State Sales Tax.
4. Interphase requires a deposit equaling 50% due at time of order (100% deposit for COM & COL). Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable according to the above terms and conditions. Other progress payments, as well as a deposit for delivery and/or installation, may be required throughout the order cycle depending on specific circumstances for each Buyer and order.
5. All orders are subject to credit approval.
6. An order is not cancelable once the order is confirmed by the vendor or manufacturer of the product, regardless of whether such confirmation is provided to Customer. Quick ships and fabric orders are not cancelable.
7. Customer agrees that the seller may pass through to Customer any charges, costs or fees that it incurs as result of Customer paying Seller through use of a credit card, debit card, credit facility or wire fees, and that such passed through charges, costs or fees may be subject to sales or use tax.
8. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer agrees to be invoiced for 100% of the invoice, to be paid within 10 days. In addition, Customer shall pay a warehouse charge payable monthly beginning after 30 days of warehouse storage. Extra handling of product will be charged at our normal hourly rate. This could be a result of Customer's site not being ready or site conditions that impair installation.
9. Interphase retains, and Customer hereby grants to Interphase, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Interphase shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 1.5% per month (annual percentage rate 18%) will be charged on all past due balances. Customer shall pay all collection costs and attorney's fees in the event that the debt or any part thereof is referred to a collection agency or attorney.

General Terms

10. The quotation contained herein has been reviewed and approved by an authorized Customer representative for correct product, fabric, finishes and quantities. In addition, Interphase must have the opportunity to physically take its own measurements of the space to assure accuracies of custom ordered products. If actual measurements are not possible and Interphase must order from construction drawings and they are inaccurate, any extra expenses are Customer's responsibility. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates. A restocking fee, based on product cost and vendor policies, will be assessed on all changes made after acknowledgement date, or for any product cancellations.

11. Customer acknowledges that the products are manufactured by others. AS BETWEEN CUSTOMER AND INTERPHASE, THE GOODS ARE OTHERWISE "AS IS WHERE IS" WITH ALL FAULTS AND INTERPHASE MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, ALL OF WHICH ARE DISCLAIMED AND EXCLUDED BY INTERPHASE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MECHANTABILITY, NON-INFRINGEMENT, SUITABILITY FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE MADE BY THE MANUFACTURER OF THE PRODUCTS. No third party, including any employee or agent of Interphase, is authorized to

Item	Qty.	Product	Price	
			Unit	Extended

make any representation, promise, or warranty concerning the goods and any statements made by those parties are not binding on Interphase unless in writing signed by an authorized representative of Interphase. Any technical advice furnished by Interphase or its employees or agents is for Customer's convenience only and Interphase assumes no obligation or liability for the advice given or the results obtained from that advice. Any claim must be made to Interphase in writing within five (5) days after delivery or installation of the products and if no claim is received by Interphase, Customer will have waived any such claim.

12. No liability shall accrue against Interphase as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.

13. Merchandise shipped direct to Customer will be the responsibility of Customer except as otherwise agreed in writing. The receiving Customer is responsible to inspect merchandise immediately upon receipt and file any necessary freight claims with freight provider.

Installation & Delivery Terms

14. Delivery and installation charges will be billed to Customer by separate invoice. Delivery and installation charges are not incurred by Customer until such services are provided by Interphase.

15. Change of Scope - Before or during installation, Customer may request additional services outside of the original project scope. A signed Change Order is required before additional services can commence. Layout changes during installation may result in additional product needs that could cause delays in the completion of the furniture installation and may result in additional charges.

16. Floor Protection - Interphase will provide necessary floor protection per building requirements. If other specific or extraordinary protection is needed, Customer must notify Interphase before the work begins.

17. Electrical Work - Unless specifically indicated, electrical work in the following areas is not included:

- a. Electrical Wiring to the Space
- b. Hardwiring of Feeds

Interphase can make arrangements for these services and Interphase will bill Customer accordingly.

18. Delivery - Free and clear access to docks and elevators for deliveries is required. Special arrangements or considerations must be noted prior to accepting the service proposal. Carry up delivery will result in additional charges.

19. Work Environment - Free and clear access to the work site for delivery, staging and installation is required. Electricity, heat, hoisting, lighting and elevator service will be furnished as required without charge to Interphase. Floors covered by this proposal shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of merchandise.

NOTE: Furniture deliveries/installations should not be performed side-by-side with other construction trades. The overlap in building construction and furniture installation increases the potential of additional costs brought about due to the quantity of personnel and equipment with simultaneous deadlines. Any damage caused by other trades will be the Customer's responsibility.

20. Working Hours - Normal delivery and installation services (including drive time) are conducted between the hours of 7:00 AM and 4:00 PM Eastern Time, Monday through Friday, excluding holidays. Services performed times and/or days other than normal may result in additional charges which may or may not include overtime billed at 1.5 times standard billing rates.

21. Staging Areas - Staging areas will be provided by Customer on the same floor and within the workspace.

22. Timeframes - Changes in the number of days allowed to complete the delivery and installation may result in additional charges.

23. Rework Preparation - Workstations, files, drawers, etc. shall be emptied/boxed/clear of space before the arrival of installation crews.

24. Trash Removal - Interphase will remove and discard trash related to the delivery and installation of furniture.

25. Final Cleaning - Interphase will wipe down the installed furniture after installation. Excessive cleaning necessary due to debris and dust by other trades is not included.

26. Punch List - Interphase will provide a project punch list to Customer upon significant completion of the installation.

27. Interphase will not be liable for damages not caused by its actions or negligence.

28. Insurance – Interphase will carry public liability, worker's compensation, property damage and automobile/truck insurance. Fire, tornado, earthquake, flood, vehicle, general liability and other causality insurance related to the job site, the product, or the transit of the

Item	Qty.	Product	Price	
			Unit	Extended

product will be provided and paid by Customer. Customer shall be solely responsible for insurance coverage for the product from the time ownership passes to Customer, under these Terms and Conditions.

Pricing subject to change daily. A 50% deposit is required at time of order entry.

Customer Signature

Date

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR
THE PURCHASE OF METAL SEATED BALL VALVES

WHEREAS:

1. As detailed in the attached staff report, quotations were received for the purchase of metal seated ball valves.
2. It is recommended City Council accept the low quotation received from DeZURIK, Inc. d/b/a Kennedy Industries Inc. in the total estimated amount of \$563,294.46.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of metal seated ball valves from DeZURIK d/b/a Kennedy Industries Inc.
2. City Council authorizes the City Manager to sign the contract.
3. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter of Recommendation

Contract/Quote

Resolution No. _____

STAFF REPORT

Date: August 1, 2025

Subject: Purchase of Ball Valves

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Kennedy Industries, Inc for the purchase of four DeZURIK metal seated ball valves in the amount of \$563,294.46.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Drinking Water Plant operates ten high-service pumps that convey clean, potable water to the City of Wyoming and its wholesale customers. Four of these pumps are equipped with discharge valves that were originally slated for replacement during the 2008 plant expansion. However, due to budget constraints, their replacement was deferred. These valves have reached the end of their service life and require replacement.

To facilitate this, the City engaged Fishbeck for project engineering services via Resolution No. 28378. In collaboration with utility staff, Fishbeck developed procurement specifications for 18-inch and 24-inch metal-seated ball valves and actuators. These specifications were sent to three qualified manufacturers capable of producing such specialized valves.

On Thursday, July 31st, two manufacturers, DeZURIK and Ross Valve, submitted proposals through their distributors by the 5:00 pm deadline. A summary of the costs is provided in the following tabulation.

Following a thorough review by utility staff and our engineering consultant, DeZurik was found to meet the specifications and offered the lowest cost. DeZURIK is a reputable manufacturer, and its valves are already widely used within the utility plants. A letter of recommendation by Fishbeck is also included with this staff report.

TABULATION:

Bidder Name	Total Amount
Kennedy Industries, Inc (DeZURIK)	\$563,294.46
HESCO (Ross Valve)	\$880,804.94

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-57300-986.444.

PHOTO:



August 7, 2025
Project No. 2500693

Dan Kleinheksel
Utility Maintenance Manager
City of Wyoming
16700 New Holland Street
Holland, MI 49424

WTP Discharge Valves Phase II Valve and Actuator Equipment Procurement – Recommendation for Award

Fishbeck has reviewed the quotes submitted for the WTP Discharge Valves Phase II Valve and Actuator Equipment Procurement, received by the City of Wyoming (City) on July 31, 2025, at 5:00 p.m. Two responsive quotes were received, with the lowest quote being from Dezurik at \$563,294.46 and the next lowest quote from Ross Valves at \$880,804.94. The two quotes differed by \$317,510.48, approximately 36%.

The quote submitted by Dezurik included several exceptions to the Procurement Contract Documents, including one related to valve performance specifications and others concerning amendments to the Contract and Agreement. Fishbeck conducted a telephone interview with Dezurik to discuss these exceptions in detail. Dezurik noted that the specification requiring the ball valve to “provide tight shutoff against flow in both directions” would necessitate the use of double-seated valves, which would alter the quote. Fishbeck confirmed that single-seated ball valves were the correct selection for the WTP Discharge Valves, and tight shutoff against flow in both directions is not needed. Therefore, this exception is not applicable and requires no action.

Dezurik also proposed an amended payment schedule. Their proposed schedule includes 10% payment upon approval of shop drawings and samples, 80% upon delivery of goods, 5% upon certified installation, and 5% upon final completion and submission of required documentation. Additionally, Dezurik proposed amendments to the liquidated damages clause, agreeing to damages beginning after November 1, 2026, provided shop drawings are approved by October 1, 2025. They also requested that liquidated damages be capped at 10% of the contract price. During the interview, Dezurik emphasized their commitment to maintaining the project schedule and stated that shop drawings would be submitted by mid-September 2025. They also agreed to provide a schedule of key fabrication milestones and periodic updates to the City and Fishbeck. Further proposed amendments include that the Supplier’s liability be limited to the scope of their supply, with claims not exceeding the Contract Price. The proposed exceptions and amendments are deemed acceptable.

Based on Fishbeck’s evaluation and the interview with Dezurik, it is recommended that the City accept the low quote of \$563,294.46 from Dezurik for the Valve and Actuator Equipment Procurement. Fishbeck finds Dezurik qualified to complete the work and notes their experience with similar projects for the City.

This procurement is recommended as a separate contract from the overall WTP Discharge Valves Phase II construction contract to expedite equipment delivery and maintain the construction schedule. The replacement of the HSP discharge valves must occur during low-demand months, between October and April, to allow HSP 1 through 6 to be taken out of service. Procuring the Valve and Actuator Equipment now will enable completion of the work by April 2027.

To meet the delivery and construction timelines, the procurement contract would be executed by the City and a Notice of Award issued to Dezurik by August 25, 2025. The initial payment of \$56,329.45 (10%) would be issued

following Fishbeck's approval of the shop drawings. The remaining payments totaling \$506,965.01 would be issued upon completion of each subsequent milestone. It is assumed that the City will reassign the procurement contract to the contractor awarded the WTP Discharge Valves Phase II Construction Contract prior to delivery, and that the remaining payments will be made through that contract.

If you have any questions or require additional information, please contact me at 616.464.3807 or bdphillips@fishbeck.com.

Sincerely,



Brian D. Phillips, PE

Vice President/Senior Water and Wastewater Engineer

By email

Copy: Jaime Fleming – City of Wyoming
Tony Maslanka – City of Wyoming
Ariana Wade – Fishbeck

CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

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

Effective Date means: August 19, 2025.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: DeZURIK, Inc. d/b/a Kennedy Industries Inc.
[Name of supplying entity]
A Delaware corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
PO Box 930079
[Supplier's street address]
Wixom, MI 48393
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Manufacturer's Conditions #14 and #16 are not applicable to this contract

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

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

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:



Gregory T. Stremers, City Attorney

Supplier: DeZURIK, Inc. d/b/a Kennedy Industries Inc.

By: _____
[Signature of officer, director, or principal of Supplier]
Jeff Jagerson / CFO
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: August 5, 2025

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier'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. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier'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. Supplier and its 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 Supplier 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, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier 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. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. 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. 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.

C. 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.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. 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.

6. Payment to Supplier.

A. Supplier 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 Supplier 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 and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier 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. Supplier 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.

8. Information, Quality, and Related Requirements.

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier 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.

9. 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.

10. 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 this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for 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 Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other 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 13.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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier 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 actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain 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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect 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 afforded shall be primary and any other insurance that may be in effect 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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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

Exhibit B
Bid

DeZURIK QUOTATION



To: KENNEDY INDUSTRIES INC
PO BOX 930079
WIXOM MI 48393
United States

Date of Quote: 07/17/2025

Quote Number: QUO251585

Project Name: Wyoming WTP HSP Discharge Valves Phase 2

Invoice Terms: Net 45

I.D. (Rep. Use):

Days Valid: 30 day(s)

Line of Business: 4941 Water Treatment

Delivery Terms: FFA, Prepaid and Allow

Make Order To: KENNEDY INDUSTRIES INC. (563)

PO BOX 930079
WIXOM MI 48393
United States
Jaden DeWolf
Tel/Direct:248.684.1200
jdewolf@kennedyind.com

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA. UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
1		1	9XXXXXX VBL,24,SS,F2,DI,300,ML-DIS5-S2,DTR*X*Modified Style: VBL - AWWA Metal Seated Ball Valve (VBL) Size: 24 - 24 Inch (600mm) Body Style: SS - Single Seated End Connection: F2 - Flanged Drilling; ASME Class 250/300 Body Material: DI - Ductile Iron Cold Working Press: 300 - Class 300 PSI Body/Adpt Seat Ring: ML - Monel Shaft Material: DIS5 - Ductile Iron Ball and 17-4PH Stainless Steel Ball Seat Ring Material: S2 - 316 Stainless Steel Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Coating: S30SC0 - 8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep Actuator: X - Rotork IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1 Weight (Approx): 6227 lbs/ 2825 kgs Max Temperature: 450 Degrees F. Max Valve Pressure: 640 psig	\$152,268.90	\$152,268.90

DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Additional Modification : Rotork IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1, Support stand for 24" VBL, Hydrostatic body and leakage test for 10 minutes, Additional leakage test at 65psi for 10 minutes, Customer witness inspection of hydrostatic and seat leakage tests, does not include travel costs Setup Text: Flow Velocity: 11 FPS Ft/second Seat Shut-Off Pressure: 230 PSI		
2		1	9XXXXXX VBL,24,SS,F2,DI,300,ML-DIS5-S2,DTR*X*Modified Style: VBL - AWWA Metal Seated Ball Valve (VBL) Size: 24 - 24 Inch (600mm) Body Style: SS - Single Seated End Connection: F2 - Flanged Drilling; ASME Class 250/300 Body Material: DI - Ductile Iron Cold Working Press: 300 - Class 300 PSI Body/Adpt Seat Ring: ML - Monel Shaft Material: DIS5 - Ductile Iron Ball and 17-4PH Stainless Steel Ball Seat Ring Material: S2 - 316 Stainless Steel Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Coating: S30SC0 - 8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep Actuator: X - IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1 Weight (Approx): 6227 lbs/ 2825 kgs Max Temperature: 450 Degrees F. Max Valve Pressure: 640 psig Additional Modification : IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1, Support stand for 24" VBL, Hydrostatic body and leakage test for 10 minutes, Additional leakage test at 65psi for 10 minutes, Customer witness inspection of hydrostatic and seat leakage tests, does not include travel fees Setup Text: Flow Velocity: 18 FPS Ft/second Seat Shut-Off Pressure: 235 PSI	\$152,268.90	\$152,268.90
3		2	9XXXXXX VBL,18,SS,F2,DI,300,ML-DIS5-S2,DTR*X*Modified Style: VBL - AWWA Metal Seated Ball Valve (VBL) Size: 18 - 18 Inch (450mm) Body Style: SS - Single Seated End Connection: F2 - Flanged Drilling; ASME Class 250/300 Body Material: DI - Ductile Iron Cold Working Press: 300 - Class 300 PSI	\$117,764.33	\$235,528.66

DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Body/Adpt Seat Ring: ML - Monel Shaft Material: DIS5 - Ductile Iron Ball and 17-4PH Stainless Steel Ball Seat Ring Material: S2 - 316 Stainless Steel Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Coating: S30SC0 - 8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep Actuator: X - IQD20 PRO FA14 B4 [IP68] 110/DC 18RPM + IW72R/FA35/384:1 Weight (Approx): 2404 lbs/ 1091 kgs Max Temperature: 450 Degrees F. Max Valve Pressure: 640 psig Additional Modification : IQD20 PRO FA14 B4 [IP68] 110/DC 18RPM + IW72R/FA35/384:1, Support stand for 24" VBL, Hydrostatic body and leakage test for 10 minutes, Additional leakage test at 65psi for 10 minutes, Customer witness inspection of hydrostatic and seat leakage tests, does not include travel fees Setup Text: Flow Velocity: 14 FPS Ft/second Seat Shut-Off Pressure: 115 PSI		
4		1	MISCELLANEOUS 2 year extended warranty (4 years from factory acceptance testing)	\$15,228.00	\$15,228.00
5		1	MISCELLANEOUS Field Service Start-up	\$8,000.00	\$8,000.00
Total					\$563,294.46

*Estimated manufacturing lead times included in this quotation are defined as "after release of order to production" (ARO) and are subject to change based upon availability of parts and manufacturing capacity at the time the goods are released to production. Production orders are considered released to production upon receipt. Manufacturing lead times do not include transit lead times. Estimated lead times are based upon the items and quantities listed on the quotation. Any changes to order codes and/or quantities may result in changes to manufacturing lead times.

*Dezurik will be taking exception to note 2.2A-3 in Process Valve spec section 40 05 23; "Design Pressure Ratings: as indicated in the valve schedule and provide tight shutoff against flow in both directions." Single-Seated Ball Valves are only able to provide tight shutoff against flow in 1 direction (uni-directional). If shutoff is required in both directions, Dezurik will revise pricing and provide Double-Seated Ball Valves.

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto, or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. **PRICES:** Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. **SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. **TAXES:** Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made. (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **LIMITED WARRANTY:** Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturer's warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products and parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE

SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

10. **INTELLECTUAL PROPERTY:** We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

12. **EXPORT CONTROL COMPLIANCE:** You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. **GENERAL COMPLIANCE WITH LAWS.** In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, and environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. **INDEMNIFICATION BY YOU.** You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assignees, heirs and personal representatives harmless against any and all liability claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. **PROPRIETARY INFORMATION:** All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order.

16. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration administered by the ~~American Arbitration Association~~ in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

19. **NO OTHER CONTRACT PROVISIONS; OTHER:** These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver or diminish our rights to require strict performance of such provision or These Terms.

ADDENDUM TO CITY PURCHASING CONTRACT

This Addendum to P.O. ("Addendum"), between DeZURIK, Inc. ("Supplier") and City of Wyoming, Michigan ("City"). This Addendum modifies and supplements the City Purchasing Contract for the **WTP HSP DISCHARGE VALVES PHASE II VALVE AND ACTUATOR EQUIPMENT PROCUREMENT Project # 2500693**.

The terms and conditions of this Addendum supersede any inconsistent terms and conditions contained in the purchase order specified above or any other related documents of either party.

Payment Terms: City agrees payment terms will apply for each shipment of product or provision of service related to the unit pricing in the Proposal. Milestones per the chart below:

Payment Line Item	Milestone Percentage
1. Receipt of Approval of Shop Drawings and Samples	10%
2. Delivery of Goods to Point of Destination in accordance with the Procurement contract Documents	80%
3. Installed equipment certified by Supplier	5%
4. Final Payment: Completion of Special Services in accordance with Procurement Contract Document and Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5%
Total Procurement Contract Price	100%

Use Taxes associated with the valve purchase will be paid through each valve's respective construction contract via an Allowance.

Liquidated Damages: City and Supplier recognize that time is of the essence as stated in Paragraph 2.01, and that City will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by City within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties agree any delay or failure by City to release valves to production by October 1, 2025, which is not due to Supplier's fault will extend such dates in Paragraph 2.02 by an equivalent amount of time without penalty to Supplier. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Supplier's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by City if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, City and Supplier agree that as liquidated damages for delay (but not as a penalty) Supplier shall pay City \$1,000 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods. Aggregate Supplier liquidated damages shall not exceed ten percent (10%) of the Contract Price. Notwithstanding the foregoing, Supplier shall not be liable for delays in delivery or other performance due to causes beyond its reasonable control. Supplier shall use reasonable commercial efforts to ensure on time delivery schedule.

Witness Inspections: City or its representative's travel, lodging, and personnel expenses associated with witness inspections, either at Supplier's facility or elsewhere, are the responsibility of the City.

Limitation of Liability: Neither party shall be liable to the other for special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of use, under, arising from, or relating to this Contract. Regardless of any other provision of this Contract, Supplier's liability to City for claims for a loss arising out of Supplier's performance or failure to perform will not exceed amounts City pays Supplier under this Contract.



Submittal Data Sheet
Date: July 30, 2025

KENNEDY INDUSTRIES INC
PO BOX 930079
WIXOM MI 48393
United States

P.O.
FACTORY QUOTE QUO251585
PROJ. NAME Wyoming WTP HSP Discharge Valves Phase 2

LINE #	Cust LINE #	QTY	PART NO.	DESCRIPTION
1		1	9XXXXXX	VBL,24,SS,F2,DI,300,ML-DIS5-S2,DTR*X*Modified

Style	VBL	AWWA Metal Seated Ball Valve (VBL)
Size	24	24 Inch (600mm)
Body Style	SS	Single Seated
End Connection	F2	Flanged Drilling; ASME Class 250/300
Body Material	DI	Ductile Iron
Cold Working Press	300	Class 300 PSI
Body/Adpt Seat Ring	ML	Monel
Shaft Material	DIS5	Ductile Iron Ball and 17-4PH Stainless Steel
Ball Seat Ring Material	S2	316 Stainless Steel
Options	DTR	DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report
Coating	S30SC0	8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep
Actuator	X	Rotork IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1

Valve Weight (Approx)	6227 lbs/ 2825 kgs
Temperature Range	to 450 Degrees F.
Valve Pressure	to 640 psig

MODIFIER

Support stand for 24" VBL
Hydrostatic body and leakage test for 10 minutes
Additional leakage test at 65psi for 10 minutes
Rotork IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1
Customer witness inspection of hydrostatic and seat leakage tests, does not include travel costs



Submittal Data Sheet
Date: July 30, 2025

KENNEDY INDUSTRIES INC
PO BOX 930079
WIXOM MI 48393
United States

P.O.
FACTORY QUOTE QUO251585
PROJ. NAME Wyoming WTP HSP Discharge Valves Phase 2

LINE #	Cust LINE #	QTY	PART NO.	DESCRIPTION
2		1	9XXXXXX	VBL,24,SS,F2,DI,300,ML-DIS5-S2,DTR*X*Modified

Style	VBL	AWWA Metal Seated Ball Valve (VBL)
Size	24	24 Inch (600mm)
Body Style	SS	Single Seated
End Connection	F2	Flanged Drilling; ASME Class 250/300
Body Material	DI	Ductile Iron
Cold Working Press	300	Class 300 PSI
Body/Adpt Seat Ring	ML	Monel
Shaft Material	DIS5	Ductile Iron Ball and 17-4PH Stainless Steel
Ball Seat Ring Material	S2	316 Stainless Steel
Options	DTR	DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report
Coating	S30SC0	8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep
Actuator	X	IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1

Valve Weight (Approx)	6227 lbs/ 2825 kgs
Temperature Range	to 450 Degrees F.
Valve Pressure	to 640 psig

MODIFIER

Support stand for 24" VBL
Hydrostatic body and leakage test for 10 minutes
Additional leakage test at 65psi for 10 minutes
IQD25 PRO FA14 B4 [IP68] 110/DC 24RPM + IW9R/FA40/519:1
Customer witness inspection of hydrostatic and seat leakage tests, does not include travel fees



Submittal Data Sheet
Date: July 30, 2025

KENNEDY INDUSTRIES INC
PO BOX 930079
WIXOM MI 48393
United States

P.O.
FACTORY QUOTE QUO251585
PROJ. NAME Wyoming WTP HSP Discharge Valves Phase 2

LINE #	Cust LINE #	QTY	PART NO.	DESCRIPTION
3		2	9XXXXXX	VBL, 18, SS, F2, DI, 300, ML-DIS5-S2, DTR*X*Modified

Style	VBL	AWWA Metal Seated Ball Valve (VBL)
Size	18	18 Inch (450mm)
Body Style	SS	Single Seated
End Connection	F2	Flanged Drilling; ASME Class 250/300
Body Material	DI	Ductile Iron
Cold Working Press	300	Class 300 PSI
Body/Adpt Seat Ring	ML	Monel
Shaft Material	DIS5	Ductile Iron Ball and 17-4PH Stainless Steel
Ball Seat Ring Material	S2	316 Stainless Steel
Options	DTR	DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report
Coating	S30SC0	8 mils minimum of Blue DeZURIK Epoxy on Interior and Exterior with Standard (SP10) surface prep
Actuator	X	IQD20 PRO FA14 B4 [IP68] 110/DC 18RPM + IW72R/FA35/384:1

Valve Weight (Approx)	2404 lbs/ 1091 kgs
Temperature Range	to 450 Degrees F.
Valve Pressure	to 640 psig

MODIFIER

Support stand for 24" VBL
Hydrostatic body and leakage test for 10 minutes
Additional leakage test at 65psi for 10 minutes
IQD20 PRO FA14 B4 [IP68] 110/DC 18RPM + IW72R/FA35/384:1
Customer witness inspection of hydrostatic and seat leakage tests, does not include travel fees



Submittal Data Sheet
Date: July 30, 2025

KENNEDY INDUSTRIES INC
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WIXOM MI 48393
United States

P.O.
FACTORY QUOTE QUO251585
PROJ. NAME Wyoming WTP HSP Discharge Valves Phase 2

LINE #	Cust #	LINEQTY	PART NO.	DESCRIPTION
4		1	MISCELLANEOUS	2 year extended warranty (4 years from factory acceptance testing)



Submittal Data Sheet
Date: July 30, 2025

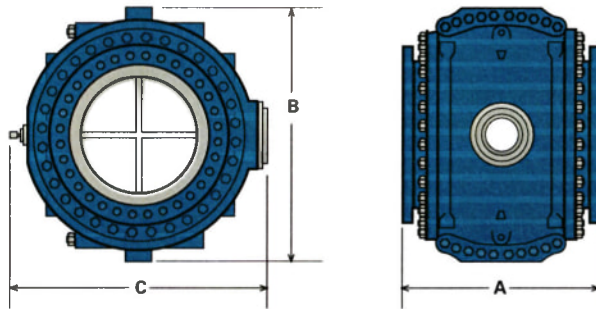
KENNEDY INDUSTRIES INC
PO BOX 930079
WIXOM MI 48393
United States

P.O.
FACTORY QUOTE QUO251585
PROJ. NAME Wyoming WTP HSP Discharge Valves Phase 2

LINE #	Cust #	LINEQTY	PART NO.	DESCRIPTION
5		1	MISCELLANEOUS	Field Service Start-up

Dimensions

Basic Valve



Note: All dimensions for Class 250 Valves also apply to Class 300 Valves.

Contact DeZURIK for actuator dimensions.

Valve Size	A (Length)		B (Height)		C (Width)		Weight (Approx. lbs./kg)	
	125#	250#	125#	250#	125#	250#	125#	250#
6" 150	14 356	14.9 378	14 356	14 356	15.1 384	15.1 384	382 173	422 191
8" 200	15 381	15.3 387	17.5 445	17.5 445	19.1 486	19.1 486	432 196	492 223
10" 250	18.5 470	20.1 511	22.3 565	22.3 565	21.5 546	21.5 546	812 368	802 364
12" 300	19.5 495	21.4 543	26 660	26 660	23.1 587	23.1 587	982 445	1012 459
14" 350	22.1 562	26.5 673	29.5 749	29.5 749	28.3 718	28.3 718	1432 650	1502 681
16" 400	25 635	27 686	31.3 794	31.3 794	29.3 743	29.3 743	1882 854	2082 944
18" 450	28.5 724	31 787	38.5 978	38.5 978	37 940	37 940	2273 1031	2402 1090
20" 500	30 762	34 864	38.5 978	38.5 978	37 940	37 940	2973 1349	2944 1335
24" 600	35.4 899	40 991	46 1168	46 1168	41.9 1064	41.9 1064	4124 1871	4227 1921
30" 750	44.3 1124	47.3 1200	57.5 1461	57.5 1461	53 1346	53 1346	7227 3278	10506 4765
36" 900	53 1346	55 1397	67 1702	67 1702	59.9 1521	59.9 1521	11227 5092	15556 7056
42" 1100	59.5 1511	63 1600	78 1981	78 1981	68.8 1746	68.8 1746	15076 6838	18850 8550
48" 1200	72 1829	74.5 1892	89.5 2273	89.5 2273	94.6 2403	94.6 2403	15125 6861	24250 11000
54 & 60" 1400 & 1500	Contact DeZURIK							

Inch
Millimeter

Sales and Service

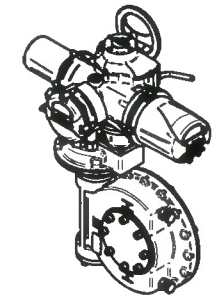
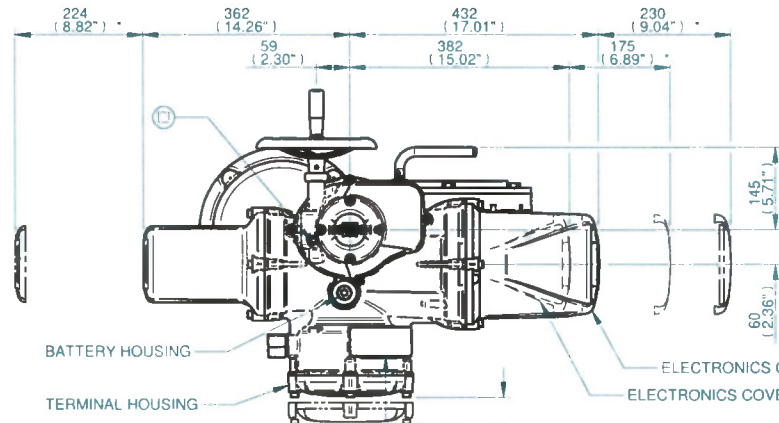
For information about our worldwide locations, approvals, certifications and local representative:

Web Site: www.dezurik.com E-Mail: info@dezurik.com

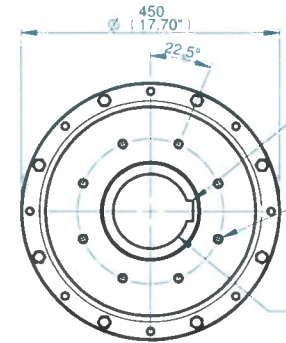
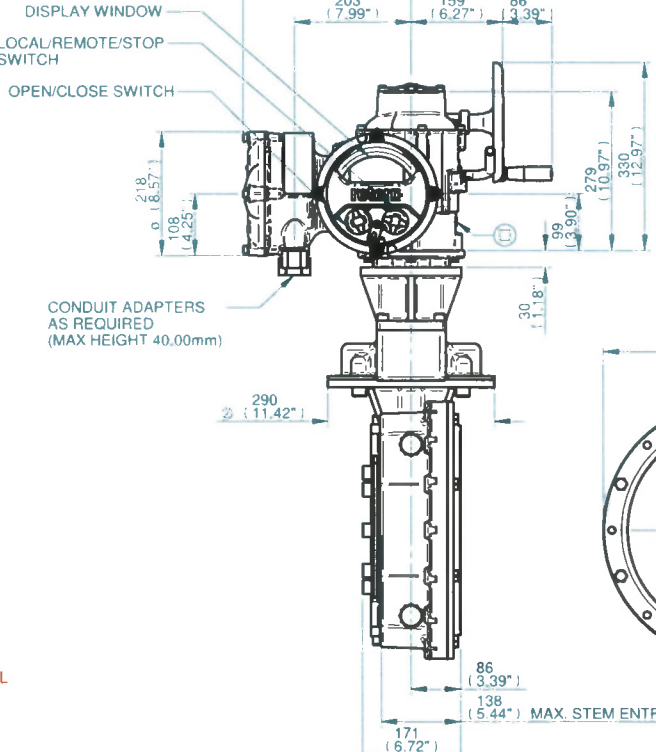
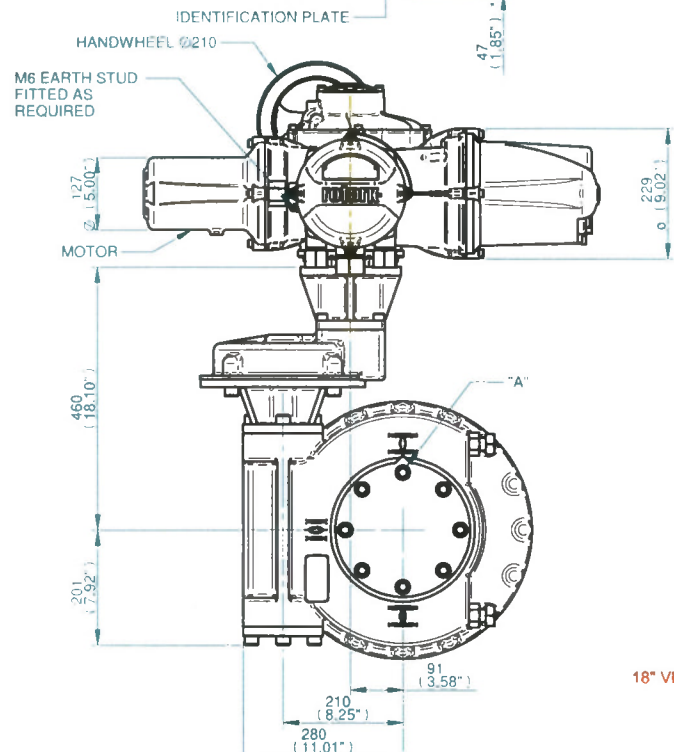


250 Riverside Ave. N. Sartell, Minnesota 56377 • Phone: 320-259-2000 • Fax: 320-259-2227

DeZURIK, Inc. reserves the right to incorporate our latest design and material changes without notice or obligation. Design features, materials of construction and dimensional data, as described in this bulletin, are provided for your information only and should not be relied upon unless confirmed in writing by DeZURIK, Inc. Certified drawings are available upon request.



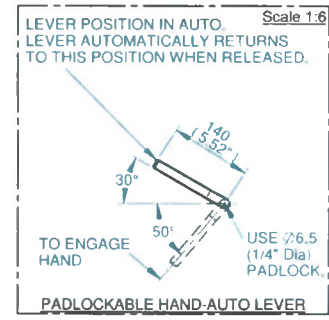
ISOMETRIC VIEW (SCALE 1:12)



NOTES:
 DIMENSIONS WITH "" INDICATE COVER REMOVAL ALLOWANCE
 ELECTRONICS COVER OPTION **** WILL VARY DEPENDING ON CONFIGURATION
 NETT WEIGHT = 182kg/401lbs
 = OIL FILLER/DRAIN PLUG
 THE INTERFACE PROVIDED FOR MOUNTING THE ACTUATOR OR SECOND STAGE GEARBOX ONTO THE VALVE SHOULD CONFORM TO GOOD ENGINEERING PRACTICES, ENSURING ADEQUATELY TOLERANCED LIMITS FOR PARALLELISM, PERPENDICULARITY AND CONCENTRICITY.
 ROTORK CANNOT BE HELD LIABLE FOR DAMAGE TO OUR EQUIPMENT CAUSED BY EXCESSIVE LOADING FROM COVER TUBES (SEE ALSO PUB000-124)

CONDUIT ENTRIES

	Hole 1	Hole 2	Hole 3	Hole 4
Size	As Required	As Required	As Required	As Required
Plugged	As Required	As Required	As Required	As Required
Gland	As Required	As Required	As Required	As Required



N.B. KEYWAY POS. CAN BE MOVED IN 45° STEPS BY REMOVING 8 SCREWS MARKED "A" AND ROTATING OUTPUT SLEEVE
 SEE GEARBOX OUTPUT FLANGE OPTIONS TABLE
 SEE MAXIMUM BORE & KEY TABLE

3D Models are available in various formats under the same drawing number

Actuator Size	Gearbox output flange options								Maximum Bore & Key			
	Designation	F25	F30	-	-	FA25	FA30	-	-	Key form	∅ Bore	Key size
IQ20/25, SIDE HANDWHEEL, IW7RL / IW72RL / IW76RL / MOW7RL, F/FA25 & 30, Ratios 120-384:1 Installation Details	No. Holes	8	8	-	-	8	8	-	-	Rectangle (BS4235)	136	36 X 20
Drawn TED Checked NJC Date 22-AUG-14	Hole size	M16	M20	-	-	5/8" UNC	3/4" UNC	-	-	Rectangle (ANSI B17.1)	5-1/4"	1-1/4 X 7/8"
Ref SALES Project Ref QUOTATION	PCD	254	298	-	-	10"	11-3/4"	-	-	Square (ANSI B17.1)	4-7/8"	1-1/4" SQ

Issue	Description
4	OUTPUT FLANGE CHANGE

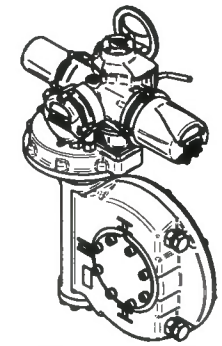
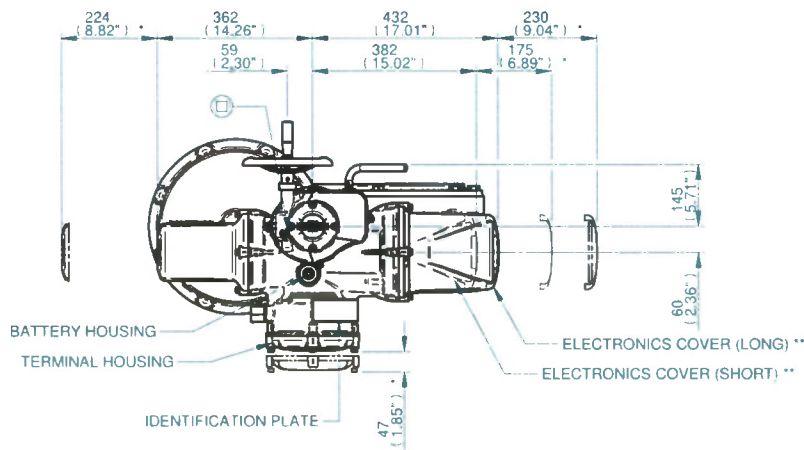
Scale 1:6
 THIRD ANGLE PROJECTION
 Drawing Number: I2SHWIW7RLSTD Issue No: 4 Sheet No: 1 of 1

rotork
 www.rotork.com
 Rotork Controls Limited
 Bath, BA1 3JQ, England
 Telephone 01225-733200

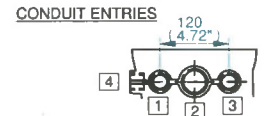
H
G
F
E
D
C
B
A

1 2 3 4 5 6 7 8 9 10 11 12

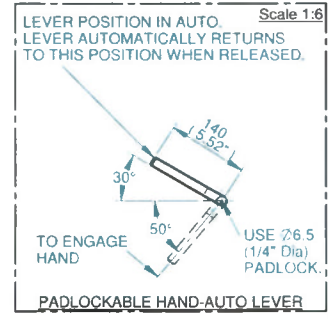
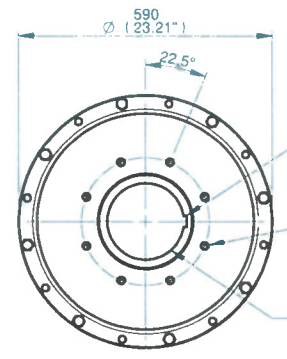
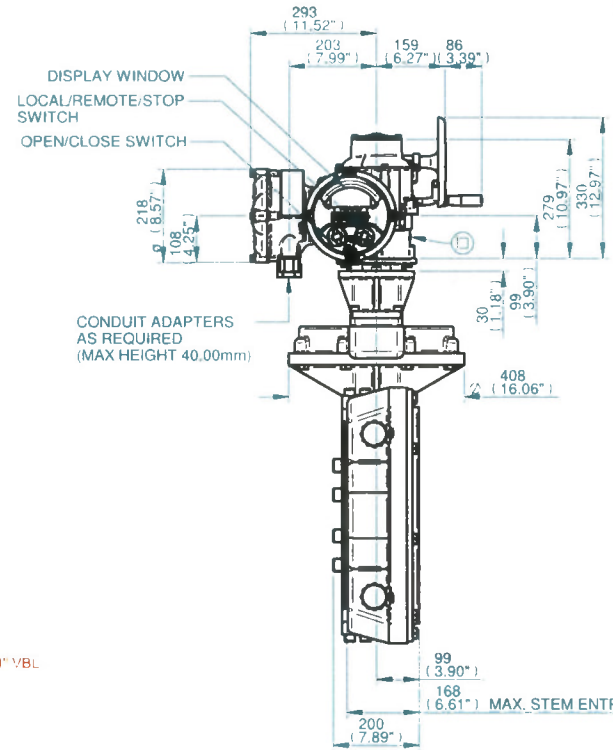
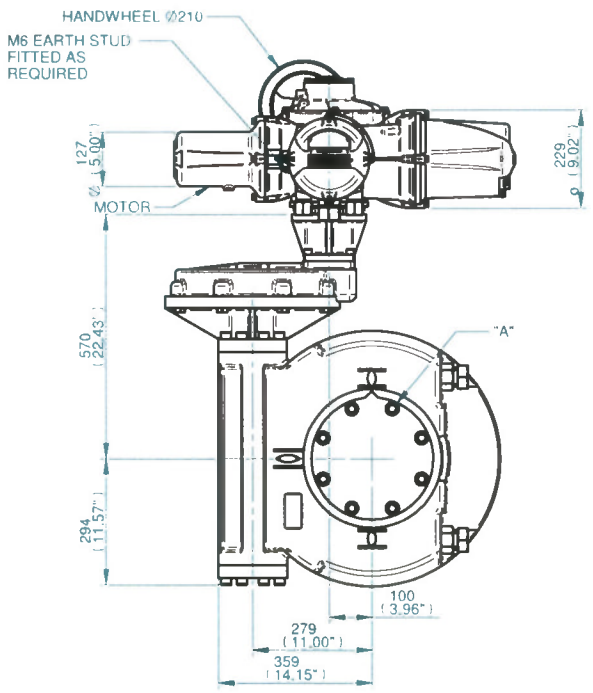
H
G
F
E
D
C
B
A



NOTES:
DIMENSIONS WITH "" INDICATE COVER REMOVAL ALLOWANCE
ELECTRONICS COVER OPTION **** WILL VARY DEPENDING ON CONFIGURATION
NETT WEIGHT = 316kg/697lbs
⊙ = OIL FILLER/DRAIN PLUG
THE INTERFACE PROVIDED FOR MOUNTING THE ACTUATOR OR SECOND STAGE GEARBOX ONTO THE VALVE SHOULD CONFORM TO GOOD ENGINEERING PRACTICES, ENSURING ADEQUATELY TOLERANCED LIMITS FOR PARALLELISM, PERPENDICULARITY AND CONCENTRICITY
ROTORC CANNOT BE HELD LIABLE FOR DAMAGE TO OUR EQUIPMENT CAUSED BY EXCESSIVE LOADING FROM COVER TUBES. (SEE ALSO PUB000-124)



	Hole 1	Hole 2	Hole 3	Hole 4
Size	As Required	As Required	As Required	As Required
Plugged	As Required	As Required	As Required	As Required
Gland	As Required	As Required	As Required	As Required



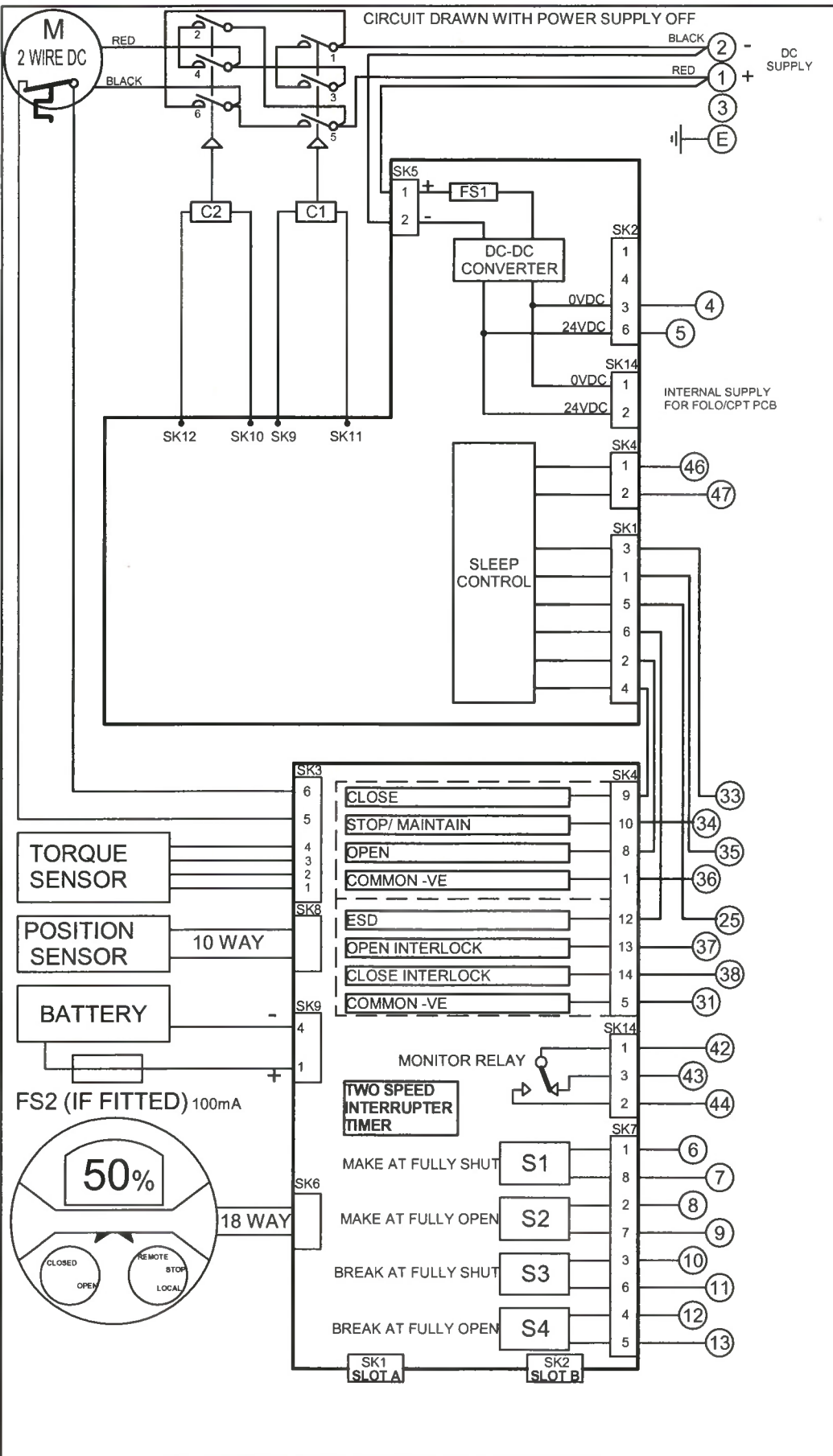
3D Models are available in various formats under the same drawing number

Actuator Size	Gearbox output flange options								Maximum Bore & Key			
	Designation	F30	F35	F40	-	FA30	FA35	FA40	-	Key form	Ø Bore	Key size
IQ 20/25, SIDE HANDWHEEL, IW9RL / IW96RL / MOW9RL, F/FA30,35 & 40, Ratios 175 - 720:1 Installation Details	No. Holes	8	8	8	-	8	8	8	-	Rectangle (BS4235)	178	45 X 25
Drawn TED Checked NJC Date 22-AUG-14	Hole size	M20	M30	M36	-	3/4" UNC	1" UNC	1-1/4" UNC	-	Rectangle (ANSI B17.1)	6-1/2"	1-1/2 X 1"
Ref SALES Project Ref QUOTATION	PCD	298	356	406	-	11.75"	14"	16"	-	Square (ANSI B17.1)	6-1/2"	1-1/2" SQ

rotork
www.rotork.com
Rotork Controls Limited
Bath, BA1 3JQ, England,
Telephone 01225-733200

Issue	Description
4	OUTPUT FLANGE CHANGE
Scale: 1:8	
⊙ THIRD ANGLE PROJECTION	
A2	Drawing Number Issue No Sheet No
I12SHWIW9RLSTD	4 1 of 1

1 2 3 4 5 6 7 8 9 10 11 12



FOR TYPICAL REMOTE CONTROL DETAILS, SEE DOCUMENT
RWS102

VOLTAGE OPTIONS	
VOLTAGE	SIZE
110VDC	10,12,18,20,25
48VDC	10,12,18
24VDC	10

REFER TO SHEET 2 FOR NOTES & OPTION PCB'S IF FITTED

Iss	Date	Chkd	Revision Details
1	101414	JDC	FIRST ISSUE

www.rotork.com

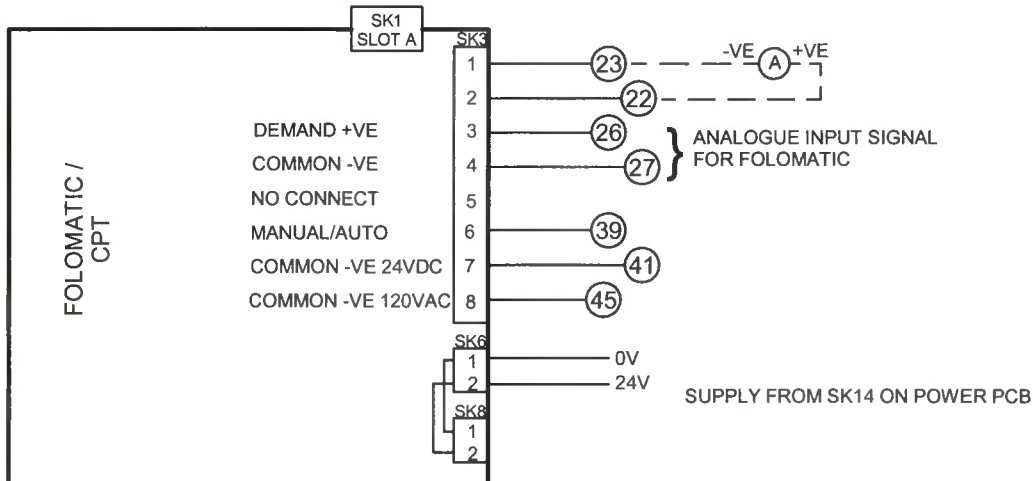
ROTORK CONTROLS LTD
BATH, BA1 3JQ
ENGLAND
Tel:01225-733200

ROTORK CONTROLS INC
ROCHESTER
NY 14624, USA
Tel:585-247-2304

IQ DC + FOLOMATIC + CPT + TIMER			
Circuit Diagram Number		Issue No	Sheet
143B0001		1	1 of 2
B1	C1	B2	C2

Drawn by: J CHILEK
Date : 101414
Base WD: 143B0001
Job No : ---
MI No : ---

SLOT A



FOR MANUAL/AUTO CONNECTIONS AND
DETAILS OF FOLOMATIC/CPT FUNCTIONS
REFER TO ROTORK PUBLICATION PUB002-041

NOTES

1.FUSES:

- FS1 - 6A anti-surge.
- Actuator rated voltage specified on nameplate. Voltage tolerance +/-10%, applies for rated torque performance; duty cycle and speed is not guaranteed.

2.REMOTE CONTROL:

- For typical remote control circuits refer to:
 - RWS indicated or PUB002-041.
- For DC and AC control, connect -ve/0V to terminal 36.
- (For negative switch / positive common, refer to RWS indicated).
- Control signal threshold voltages:
 - DC: "on" $\geq 16V_{dc}$ / "off" $\leq 8V_{dc}$, max 60Vdc.
 - AC: "on" $\geq 60V_{vac}$ / "off" $\leq 40V_{vac}$, max 120Vac.
- Control signal duration to be 300ms minimum.
- Maximum current drawn from remote control signals is:
 - 8mA at 24Vdc or 12mA at 120Vac.
- Supply provided on terminals 4 & 5:
 - Intended for remote control.
 - Max external load 5W at 24Vdc / 5VA at 120Vac

5.DC:

- Default for sleep mode is DISABLED.
- Sleep mode can be enabled by moving link LK1 from NORM to SOLAR. (Basic DC solar is 150B0000)
- Actuator will remain powered up at all times while supply is present.
- 24VDC will be lost when in sleep mode.
- If customer supply is needed to wake actuator link LK3 must be moved to CUST for maintained customer supply.

3.INDICATION:

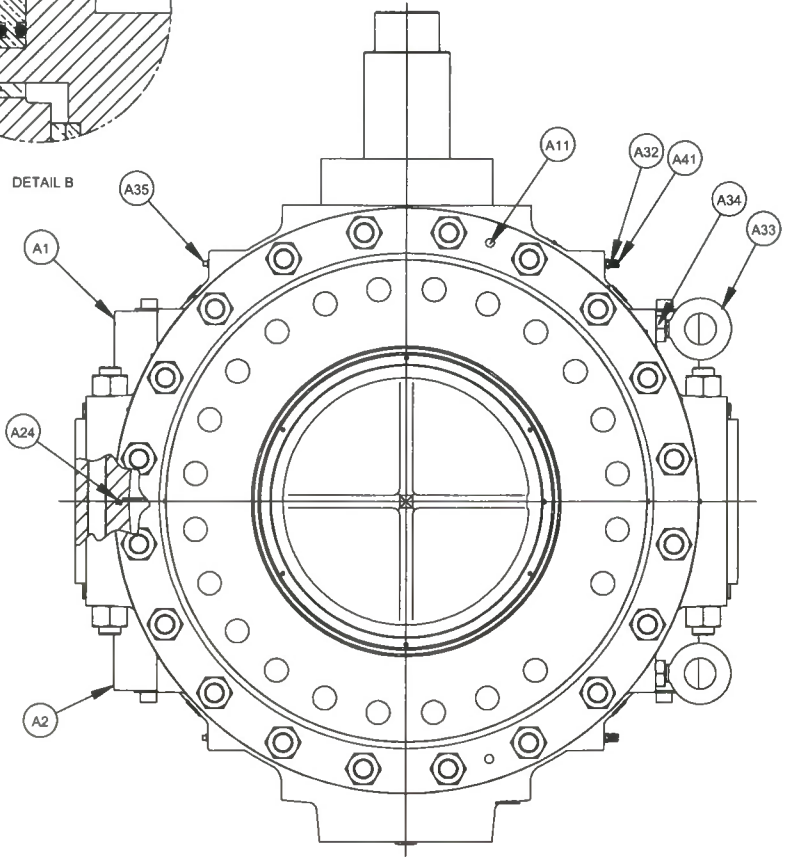
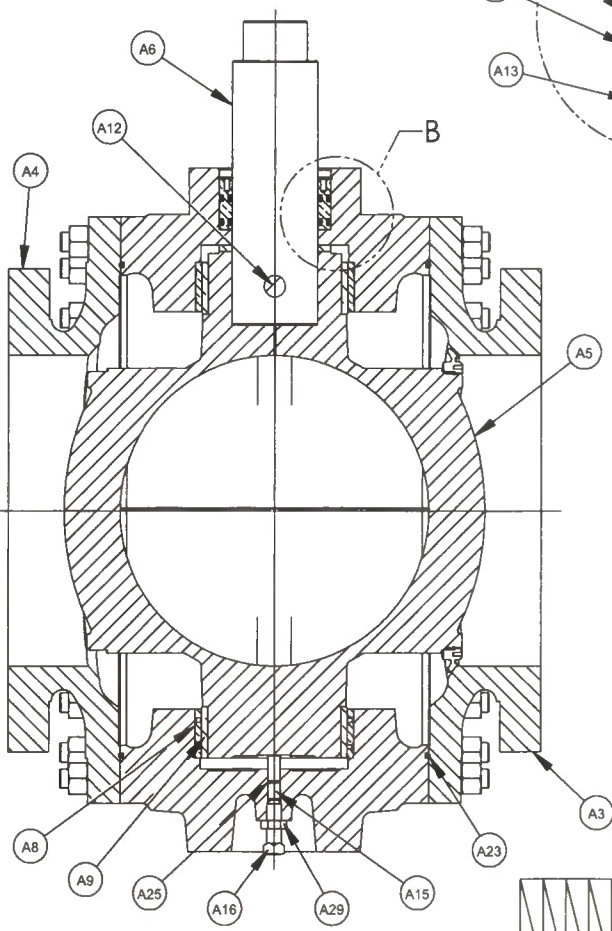
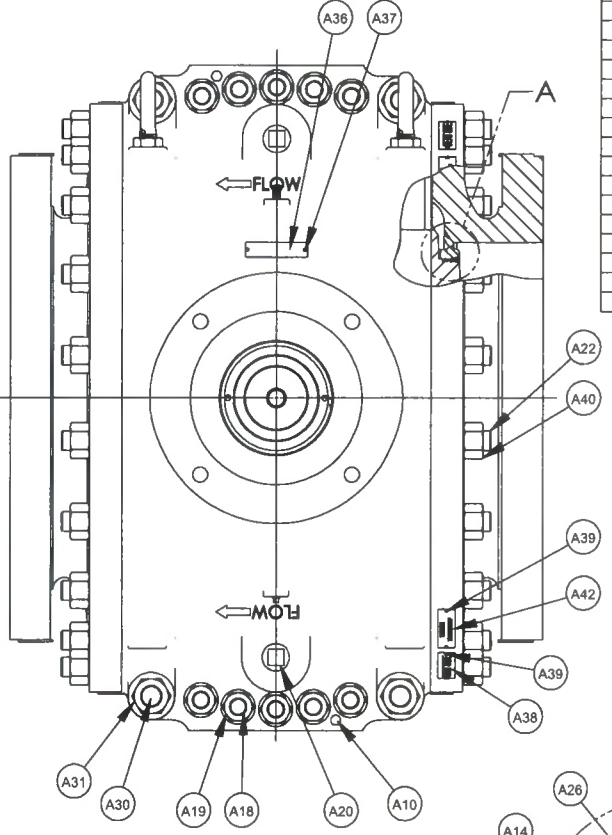
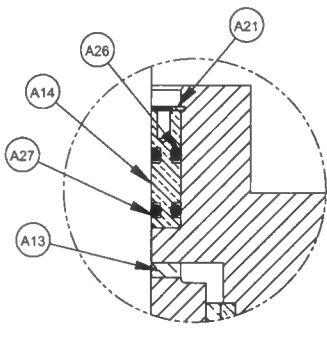
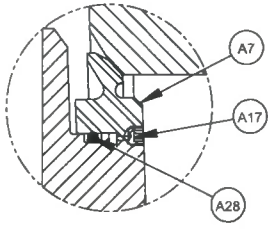
- For typical position, status and alarm indication see PUB002-041.
- "S" contacts are user configurable and are shown in their default setting.
- Refer to PUB002-040 for functions and configuration instructions.
- Monitor Relay indicates actuator availability for remote control (shown "unavailable"). It can be configured to exclude local/remote selection.
- Refer to PUB002-040 for monitored functions and configuration instructions.
- Voltage applied to indication contacts must not exceed 150Vac
- Individual Switch current must not exceed 3.5A inductive, 5A resistive and no more than 8A in total for all 4 contacts.

4.BATTERY:

- Battery maintains local and remote "S" contact indication only.
- Refer to installation manual for approved replacement battery types.

NO.	DESCRIPTION	QTY.	NO.	DESCRIPTION	QTY.
A1	BODY HALF (OPERATOR END)	1	A18	STUD (SIZE 10" VALVE)	6
A2	BODY HALF (TRUNNION END)	1	A18	STUD (SIZE 12"-16" VALVES)	8
A3	ADAPTOR (WITH SEAT)	1	A18	STUD (SIZE 18"-24" VALVES)	10
A4	ADAPTOR (WITHOUT SEAT)	1	A18	STUD (SIZE 30" VALVE)	14
A5	BALL	1	A18	STUD (SIZE 36" VALVE)	16
A6	SHAFT	1	A18	STUD (SIZE 42" VALVE)	20
A7	SEAT RING	1	A19	NUT (SIZE 10" VALVE)	12
A8	BODY BUSHING	2	A19	NUT (SIZE 12" VALVE)	16
A9	BALL JOURNAL	2	A19	NUT (SIZE 14" & 16" VALVES)	24
A10	TAPER PIN	2	A19	NUT (SIZE 18"-24" VALVES)	20
A11	DOWEL PIN	2	A19	NUT (SIZE 30" VALVE)	28
A12	DOWEL PIN (SIZES 10"-18")/SIZES 20"-42" CL150)	1	A19	NUT (SIZE 36" VALVE)	32
A12	DOWEL PIN (SIZES 20"-42", CL250 & CL300)	2	A19	NUT (SIZE 42" VALVE)	40
A13	THRUST WASHER	1	A20	PIPE PLUG	4
A14	O-RING RETAINER	1	A21	RETAINING RING	1
A15	THRUST PIN	1	A22	STUD (SIZE 10" & 12" VALVES)	24
A16	SET SCREW	1	A22	STUD (SIZE 14" VALVE)	28
A17	SET SCREW	1	A22	STUD (SIZE 16" VALVE)	32
			A22	STUD (SIZE 18" VALVE)	40
			A22	STUD (SIZE 20" & 24" VALVES)	40
			A22	STUD (SIZE 30" VALVE)	56
			A22	STUD (SIZE 36" VALVE)	64
			A22	STUD (SIZE 42" VALVE)	72
			A23	O-RING (ADAPTOR)	2
			A24	O-RING (BODY HALF)	2
			A25	O-RING (THRUST PIN)	1
			A26	O-RING (O-RING RETAINER, INSIDE)	2
			A27	O-RING (O-RING RETAINER, OUTSIDE)	2
			A28	O-RING (SEAT RING)	1
			A29	JAM NUT	1
			A30	STUD (SIZE 14"-42" VALVES)	4
			A31	NUT (SIZE 18"-42" VALVES)	8
			A32	LUBE FITTING (SIZE 14"-42" VALVES)	2
			A33	EYE BOLT (SIZE 12"-42" VALVES)	4
			A34	JAM NUT (SIZE 12"-42" VALVES)	4
			A35	PIPE PLUG (SIZE 14" AND LARGER)	2
			A36	DATA PLATE	1
			A37	DRIVE SCREW	2
			A38	SEAT SIDE TAG	2
			A39	DRIVE SCREW	8
			A40	NUT (SIZE 10" & 12" VALVES)	24
			A40	NUT (SIZE 14" VALVE)	28
			A40	NUT (SIZE 16" VALVE)	32
			A40	NUT (SIZE 18"-24" VALVES)	40
			A40	NUT (SIZE 30" VALVE)	56
			A40	NUT (SIZE 36" VALVE)	64
			A40	NUT (SIZE 42" VALVE)	72
			A41	BUSHING (SIZE 30"-42" VALVES)	2
			A42	THIS SIDE TOWARD PUMP TAG	2

NOTES:
 1. WHEN ORDERING PARTS, INCLUDE VALVE SIZE AND PART NUMBER FROM DATA PLATE. ALSO INCLUDE THIS DRAWING NUMBER WITH PART NAME, NUMBER AND QUANTITY.



DATE	7/18/23
BY	62289 2/10/15
BY	62285 16/15
BY	
BY	
BY	



VBL AWWA METAL SEATED BALL VALVE ASSEMBLY SIZES 10" - 42", CLASS 300, SINGLE SEAT			
DOC CODE	DRAWN	APPROVED	JRA
C1	CHECKED	DATE	10/28/14
			A60306



MATERIALS OF CONSTRUCTION

DRAWING(S): A60306

DESCRIPTION: VBL,24,SS,F2,DI,300,ML-DIS5-S2,DTR*X* & VBL,18,SS,F2,DI,300,ML-DIS5-S2,DTR*X*

ITEM	MATERIAL
A01	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A02	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A03	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A04	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A05	DUCTILE IRON, ASTM A536, GRADE 65-45-12, USA FOUNDRY
A06	STAINLESS STEEL, TYPE 630 (17-4PH), ASTM A564, H1025, USA MILL
A07	STAINLESS STEEL, TYPE 316, ASTM A240/A276, USA MILL
A08	ALUMINUM BRONZE, ASTM B148/B271/B505, ALLOY C95400, ANNEALED
A09	BRONZE, ASTM B61, B271 OR B584, C92200
A10	STEEL
A11	CARBON OR ALLOY STEEL, HEAT TREATED
A12	CARBON STEEL, ASTM A311, GRADE 1144, STRESSPROOF, CLASS B, GROUND & POLISHED
A13	BRONZE, ASTM B61, B271 OR B584, C92200
A14	BRONZE, ASTM B61, B271 OR B584, C92200
A15	ALUMINUM BRONZE, ASTM B150, C62400
A16	CARBON STEEL, ZINC PLATED
A17	STAINLESS STEEL, TYPE 18-8
A18	ALLOY STEEL, ASTM A-193, GRADE B7
A19	STEEL, ASTM A194, GRADE 2H, ZINC PLATED
A20	STEEL, GALVANIZED
A21	STAINLESS STEEL, TYPE 302
A22	ALLOY STEEL, ASTM A-193, GRADE B7
A23	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A24	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A25	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A26	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A27	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A28	ACRYLONITRILE-BUTADIENE (NBR), 70 DUROMETER
A29	CARBON STEEL, ZINC PLATED
A30	ALLOY STEEL, ASTM A-193, GRADE B7
A31	STEEL, ASTM A194, GRADE 2H, ZINC PLATED
A32	STEEL
A33	CARBON STEEL
A34	CARBON STEEL, ZINC PLATED
A35	STAINLESS STEEL, TYPE 316
A36	STAINLESS STEEL, TYPE 316
A37	STAINLESS STEEL, TYPE 18-8
A38	STAINLESS STEEL, TYPE 316
A39	STAINLESS STEEL, TYPE 18-8
A40	STEEL, ASTM A194, GRADE 2H, ZINC PLATED
A41	STAINLESS STEEL, TYPE 316



Production testing consists of a body hydrostatic test, a ball and seat hydrostatic test, a hydrostatic operational and seat leakage test.

BODY HYDROSTATIC TEST

Test is conducted with ball in the open position, per the chart below.

Valve Size	Pressure (psi)			Minimum Duration (minutes)
	Class 150	Class 250	Class 300	
6" & 8"				1
10-20"	300	500	600	3
24" & larger				10

BALL AND SEAT HYDROSTATIC TEST

Test is conducted with ball in the closed position, per the chart below. Single-seated valves are tested with pressure applied to the side opposite the seat end of the valve. Double-seated valves are tested in both directions.

Valve Size	Pressure (psi)			Minimum Duration (minutes)
	Class 150	Class 250	Class 300	
6" & 8"				1
10-20"	225	375	450	3
24" & larger				10

OPERATIONAL TEST AND SEAT LEAKAGE

Operational Test

Test is conducted with the actuator mounted and adjusted. Test is conducted with the ball closed and pressure applied to the side opposite the seat on single-seated valves; double seated valves are tested in both directions. Valves are tested per the customer specified Operating Differential Pressure (2nd Line Info on the order). Valve is cycled three times to verify functionality. If the valve is manually actuated, maximum actuator input torque must not exceed 200 lb (pull) for Handwheel and Chainwheel actuators; and 300 ft-lb (torque) for Operating Nut input.

Seat Leakage Test

Under the same conditions used for the Operational Test and after the third operational test, the valve is tested for maximum allowable leak rate per the following chart. The leak rates allowable by the AWWA C507 standard vary by the percentage from the differential pressure. Because the seat is pressure-assisted, the VBL leaks less at higher pressures than it does at lower pressures so there are two columns for allowable leak rate: Higher pressures (50% through 100% differential pressure range) Lower Pressures (25% through 49% differential pressure range).

Valve Size	Higher Pressures (50-100% differential pressure range)		Minimum Duration (minutes)	Lower Pressures (25-49% differential pressure range)	
	* Max Allowable Leakage/Total Time (cc)	* Max Allowable Leakage/Total Time (Fluid Oz)		** Max Allowable Leakage/Total Time (cc)	** Max Allowable Leakage/Total Time (Fluid Oz)
6"	89	3	5	266	9
8"	118	4		355	12
10"	148	5		444	15
12"	177	6		532	18
14"	207	7		621	21
16"	237	8		710	24
18"	266	9		798	27
20"	296	10		887	30
24"	710	24	10	2129	72
30"	887	30		2662	90
36"	1065	36		3194	108
42"	1242	42		3726	126
48"	1419	48		4259	144
54"	1597	54		4791	162
60"	1774	60		5323	180

* Leak rate per AWWA C507 (6 fl oz/hr/in) of nominal port diameter over a 50% thru 100% differential pressure range.

** Leak rate per AWWA C507 (18 fl oz/hr/in) of nominal port diameter over a 25% thru 49% differential pressure range.

NOTE: For differential pressures less than or equal to 10psi, and for pressures less than 25% of any differential pressure, higher leakage rates are allowable.



250 Riverside Ave N 320-259-2000 p
Sartell, MN 56377 USA 320-259-2227 f

July 30, 2025

REPRESENTATIVE: Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, Michigan 48393

CUSTOMER: Wyoming WTP HSP Discharge
Valves Phase 2

Certificate of Conformance

CUSTOMER PURCHASE ORDER: TBD
CLIENT/PROJECT NAME: Wyoming WTP HSP Discharge Valves
ITEM: 18" & 24" VBL Metal Seated Ball Valves
DEZURIK QUOTE NO.: QUO251585
DEZURIK SALES ORDER: TBD

DeZURIK APCO Hilton certifies that the equipment and/or products provided are in accordance with the Purchase Order, except for deviations which were specially identified, reviewed and agreed upon by all parties.

Rachael Nieland Project
Management & Customer
Service Manager

info@dezurik.com
www.dezurik.com



250 Riverside Ave N 320-259-2000 p
Scotell MN 56377 USA 320-259-2227 f

Source (Factory) Quality Control Test Results

At this given time all factory test results and material certificates cannot be provided for they are not available. Once all items have been assembled and tested, a complete factory test results package will be sent.

Line 1:

Ball Valve Actuator Sizing Work Sheet Unseat Condition	
Application Inputs Required to Size Actuator	
24	Valve Size (in.)
230	Maximum Differential Pressure (P.S.I.) (75-300)
300	AWWA Pressure Class (150, 250, 300)
300	ANSI Flange Class (125, 150, 250, 300)
1	# of Seats
11	Maximum Velocity Through Valve (Open Position 0-35 Ft/sec.)
Above Ground	Buried or above Ground Service (if sizing for Rotork)
Valve Information	
248170	Unseat Torque Required (in.*lbs.)
20681	Unseat Torque Required (ft.*lbs.)
5.5	Shaft Size (in.)
Sizing Data (Motor or Manual) Rotork Gear Unit	
248170	Valve Unseat Torque Required (in.*lbs.)
20681	Valve Unseat Torque Required (ft.*lbs.)
5.5	Valve Shaft Size (in.)
IQD20 / IW72R	Rotork Gear unit recommended
6.25	Max Bore Size of Rotork (in.)
40267	Max Output of Gear unit (ft.*lbs.)
	Safety Factor of Max of Gear Unit to Torque Required

Line 2:

Ball Valve Actuator Sizing Work Sheet Unseat Condition

<u>Application Inputs Required to Size Actuator</u>	
24	Valve Size (in.)
235	Maximum Differential Pressure (P.S.I.) (75-300)
300	AWWA Pressure Class (150, 250, 300)
300	ANSI Flange Class (125, 150, 250, 300)
1	# of Seats
18	Maximum Velocity Through Valve (Open Position 0-35 Ft./sec.)
Above Ground	Buried or above Ground Service (if sizing for Rotork)
<u>Valve Information</u>	
253565	Unseat Torque Required (in.*lbs.)
21130	Unseat Torque Required (ft.*lbs.)
5.5	Shaft Size (in.)

<u>Sizing Data (Motor or Manual) Rotork Gear Unit</u>	
253565	Valve Unseat Torque Required (in.*lbs.)
21130	Valve Unseat Torque Required (ft.*lbs.)
5.5	Valve Shaft Size (in.)
IQD20 / IW72R	Rotork Gear unit recommended
6.25	Max Bore Size of Rotork (in.)
40267	Max Output of Gear unit (ft.*lbs.)
	Safety Factor of Max of Gear Unit to Torque Required

Line 3:

Ball Valve Actuator Sizing Work Sheet Unseat Condition

Application Inputs Required to Size Actuator	
18	Valve Size (in.)
115	Maximum Differential Pressure (P.S.I.) (75-300)
300	AWWA Pressure Class (150, 250, 300)
300	ANSI Flange Class (125, 150, 250, 300)
1	# of Seats
14	Maximum Velocity Through Valve (Open Position 0-35 Ft/sec.)
Above Ground	Buried or above Ground Service (if sizing for Rotork)
Valve Information	
65435	Unseat Torque Required (in.*lbs.)
5453	Unseat Torque Required (ft.*lbs.)
5	Shaft Size (in.)

Sizing Data (Motor or Manual) Rotork Gear Unit	
65435	Valve Unseat Torque Required (in.*lbs.)
5453	Valve Unseat Torque Required (ft.*lbs.)
5	Valve Shaft Size (in.)
IQD20 / IW72R	Rotork Gear unit recommended
5.25	Max Bore Size of Rotork (in.)
14427	Max Output of Gear unit (ft.*lbs.)
	Safety Factor of Max of Gear Unit to Torque Required



RECOMMENDED SHORT & LONG TERM STORAGE PROCEDURES

SHORT TERM STORAGE (LESS THAN 6 MONTHS)

1. All valves shall be stored in the position in which they were shipped. Do not stack (or store) items on top of the rubber components.
2. Valves shall be protected from dirt, debris, excessive moisture and UV exposure. Store at temperatures ranging from 35°F to 95°F (2°C to 35°C) with humidity levels not exceeding 50%.

LONG TERM STORAGE (6 MONTHS +)

1. All valves shall be stored in the position in which they were shipped. Do not stack (or store) items on top of the rubber components.
2. Valves shall be stored fully enclosed in a crate or on a skid. It is acceptable to store the valves uncrated but protected from any dirt, debris or UV exposure as long as the environmental conditions as described in item 3 are met. Any desiccant packages received with the original shipment should be replaced before putting valves into long term storage. Please follow your desiccant manufacturer's recommended usage of any desiccant based on the volume of the enclosed area.
3. Valves shall be stored in a well ventilated, clean, dry indoor facility on skids or raised racks with temperatures ranging from 35°F to 95°F (2°C to 35°C) with humidity levels not exceeding 50%. Rubber components shall be stored within temperature range 59°F to 77°F (15°C to 25°C)
4. If the above conditions cannot be met, valves shall be separately packaged inside sealed heavy duty plastic sheeting and a weather resistant enclosure, or a standard crate lined with moisture proof paper, to protect the valves from dirt, debris and UV exposure. Desiccant packages shall be used to control moisture both inside the enclosure and the sealed heavy duty plastic covering. Please follow your desiccant manufacturer's recommended usage of any desiccant based on the volume of the enclosed area.
5. Do not store valves next to operating electric motors or equipment which may emit ozone, which can cause deterioration of valve elastomers. Store in an environment with less than 0.1 ppm concentration, at least 25 feet from ozone emitting devices, with ventilation.
6. Valves with cylinder actuators and control valves which are stored for extended periods may be subject to cylinder blow-by caused by permanent distortion of any of the seals. Valves should be operated prior to installation and damaged seals replaced. If possible, it is recommended that cylinders be cycled every 4-6 months to maintain seals.
7. Valves with electric motor operators shall be stored in accordance with the individual motor manufacturer's recommended long term storage procedures.
8. All electrical components shall be visually inspected prior to valve installation.

SHELF LIFE (RUBBER COMPONENTS)

For rubber components or elastomers stored for longer than the time shown below contact the manufacturer to coordinate a visual inspection.

- Three (3) years for Natural (Pure Gum) Rubber and Styrene-Butadiene (SBR) components.
- Five (5) years for Chloroprene (Neoprene), Acrylonitrile-Butadiene (Nitrile, Buna-N), Chlorosulfonated Polyethylene (Hypalon), Chloro-Isobutylene-Isoprene (Chlorobutyl), EPDM, and Fluoroelastomer components.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE PURCHASE OF
DRINKING WATER PLANT (DWP) SETTLER SYSTEM COMPONENTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from MRI Meurer Research for the purchase of DWP settler system components in total estimated amount of \$234,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves the quote from MRI Meurer Research for the purchase of DWP settler system components.
2. City Council authorizes the City Manager to sign the contract.
3. City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: July 24, 2025
Subject: Purchase of DWP Settler System Components
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Aaron Vis, Director of Public Works
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended that the City Council accept the quote for the purchase of DWP Settler System Components from MRI Meurer Research in the amount of \$234,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The South Treatment Facility at the Drinking Water Plant utilizes three sedimentation basins to remove suspended solids from the water. Each basin is equipped with an inclined plate settler system designed to increase the effective settling surface area, thereby improving both efficiency and capacity.

Since their installation in 2008, the system components located above the water level exhibit ongoing signs of corrosion and deterioration. Due to the critical role of the settler systems, plant staff and industry professionals have explored options to repair and prevent further degradation.

One option involves blasting and recoating the painted components above the water level. This approach was estimated at \$239,300 per basin, totaling \$717,900 for all three. The alternative is to replace the painted components above the water level with stainless steel parts. The system manufacturer, MRI Meurer Research, can supply the sole-source stainless steel components for all three basins at a total cost of \$234,000.00. Installation would be performed by in-house maintenance staff.

After careful review and consideration, replacing the components with stainless steel parts was determined to be the most cost-effective solution and offers the greatest long-term durability.

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-57300-986.444

PHOTOS:



CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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

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

Effective Date means: July 22, 2025.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Supplier's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: MRI Meurer Research
[Name of supplying entity]
A Delaware corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
16133 W 45th Dr
[Supplier's street address]
Golden, CO 80403
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

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

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


City of Wyoming

By: _____
John Shay, City Manager

Parkson Corporation, dba
MRI Meurer Research

By: Andrew Singer **Andrew Singer** Digitally signed
by Andrew Singer
Date: 2025.07.23
16:43:34 -04'00'
[Signature officer, director, or principal of Supplier]
Andrew Singer, Contracts Manager
[Typed/Printed Name & Title of Person Signing for Supplier]

Approved as to form:



Gregory T. Stremers, City Attorney

Date signed: 07/23, 2025

CITY OF WYOMING

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Supplier and all Supplier'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. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier'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. Supplier and its 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 Supplier 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, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier 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. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

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

C. Supplier 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 Supplier is in the sole

possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) 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 (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier 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. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. 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.

6. Payment to Supplier.

A. Supplier 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 Supplier 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 and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier 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. Supplier 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.

8. Information, Quality, and Related Requirements.

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier 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.

9. 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.

10. 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 this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for 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 Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other 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 13.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.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier 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 actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain 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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect 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 afforded shall be primary and any other insurance that may be in effect 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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	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 Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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

**Exhibit B
Proposal**

PAYMENT TERMS: (per Section 6(b) of Exhibit A:

- **25% upon release to fabricate/PO execution;**
- **75% upon delivery of equipment.**

All payments due NET 30 days from invoice.



16133 W. 45th Dr.
Golden, Colorado 80403
Tel (303) 279-8373
Fax (303) 279-8429

**BUDGET PROPOSAL
FOR
SIDE BAFFLES, WEIRS, AND TOP CAP REPLACEMENT**

DATE: 7/1/2025
PROJECT: Wyoming, MI
REPRESENTATIVE: SKA – A Division of Gasvoda & Associates
John Greaney
PHONE: 219-309-4256

The following is a proposal for the above referenced project. It includes (1) complete set of flat-crested weirs, top caps, baffles and all hardware required for installation and operation as described below.

Plate Settlers:

Weirs, top caps, baffles, and all hardware required for installation and operation for the existing inclined plate settler system will be provided based on the following design parameters:

Total design flow: 90 MGD
Number of basins: 3
Basin dimension (L,W,D): 85 ft x 64 ft x 15 ft (SWD)

The Quantities listed below are per basin:

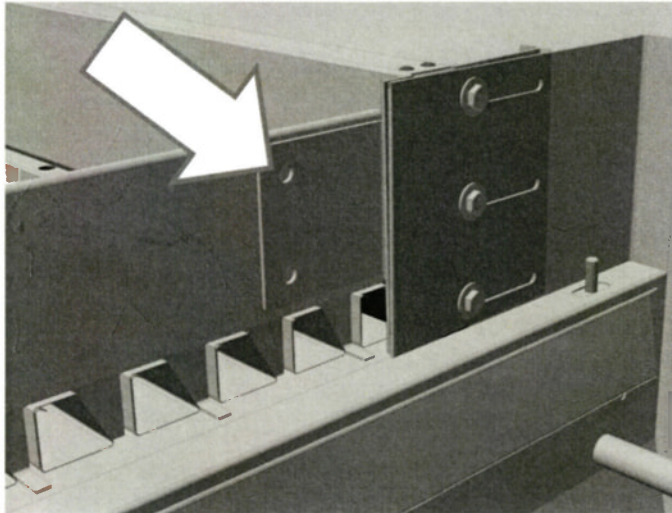
Weirs (10' L Sections): 144
Weir Bracket (2 per weir): 288
Weir Seam Cover: 128
Top Cap (10' L Sections), Top Cap Seam Cover: 192
Side Baffle (10' L Sections): 17
Side Baffle Splice Plate: 16
Influent End Cartridge Baffles: 32
Effluent End Cartridge Baffles: 32
Joint Baffles: 36
Hardware: 1 Lot
Materials of Construction: 316 SS

The weirs, top caps, and baffles shall comprise the following elements:

1. Adjustable flat-crested weirs and weir seam covers
2. Bolted side baffles
3. Influent and effluent end baffles
4. Bolt-on top caps
5. All necessary brackets and fasteners including anchor bolts

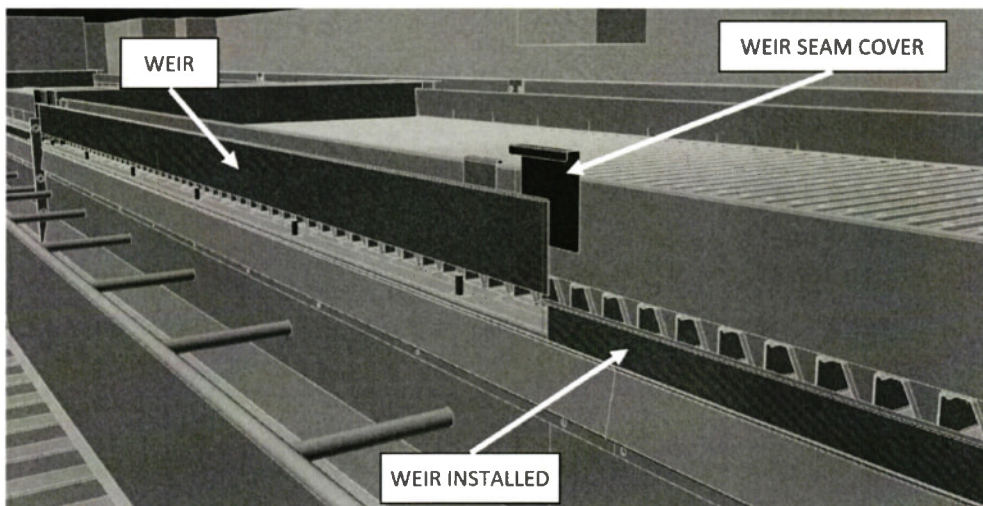
Bolt-on Top Cap:

Bolt on top caps allow for the clarified and unclarified water flow to be controlled while flowing in and out of the top tubes in the existing plate settlers. Top cap materials will be installed in 10'L sections with top cap seam covers to prevent movement of the top caps once installed.



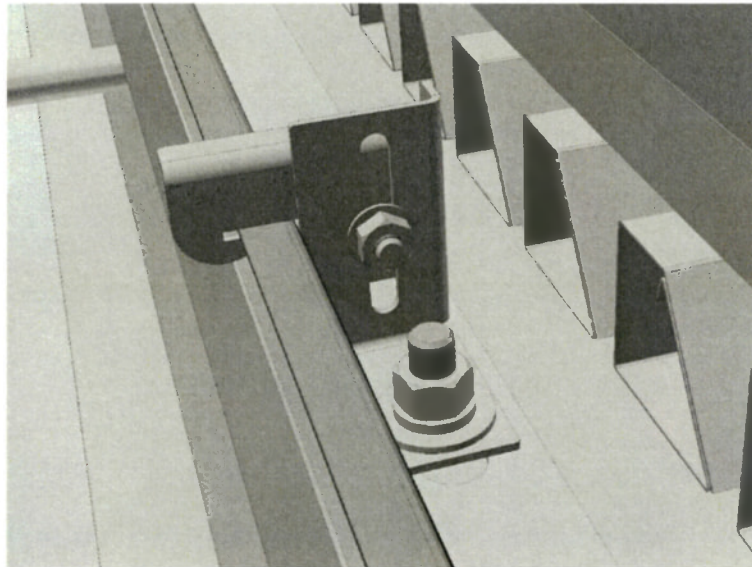
Flat-Crested Weir:

Flat-crested weirs are easily adjustable to achieve optimized flow and will be installed along the sides of the existing plate settler packs. Weir materials will be installed in 10'L sections with weir seam covers to prevent movement of the weirs once installed.



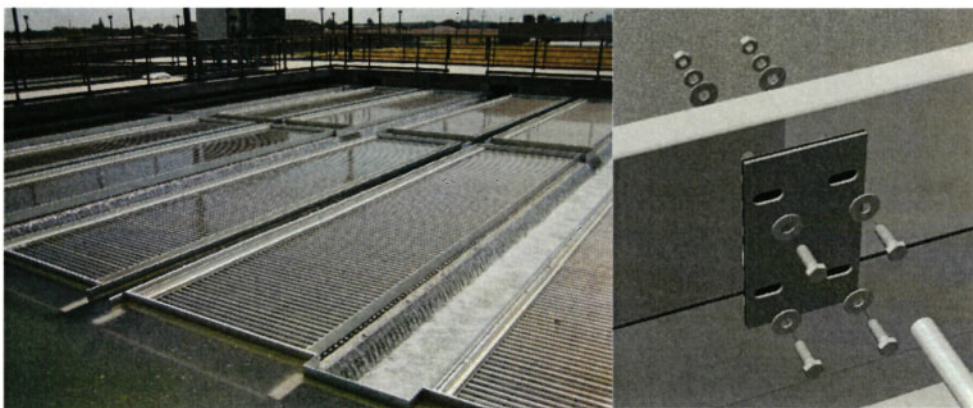
Weir Bracket:

The weir bracket is designed to hold the weirs in place after the weirs have been installed and leveled. The bracket has two parts: the mount which fastens to the existing trough studs and the hook that fastens to the mount and extends over the top of the weir hooking underneath the weir edge. Two weir brackets will need to be installed on every weir. Install a weir bracket on the stud nearest to the ends of each weir.



Baffle:

Baffles use a bolt-on design for ease of installation. Baffles will be installed along the sides and ends of the plate pack cartridges to prevent unsettled water from entering the plate pack flow control deck.





16133 W. 45th Dr.
Golden, Colorado 80403
Tel (303) 279-8373
Fax (303) 279-8429

Technical Documents:

A complete set of installation instructions and O&M Manuals will be included.

Warranty:

All of MRI equipment is warranted against defects in material and workmanship for a period of 12 months after the equipment is put into service.

Installation Inspection and Start-up:

The contractor is to assemble the components and level weirs. No field service included as there is no mechanical start-up involved.

Schedule:

Equipment Delivery: 16-20 weeks from receipt of Purchase Order.

This Quotation is governed by and subject to the MRI Terms and Conditions, which are incorporated by reference and accessible at <https://parkson.app.box.com/v/standard-conditions-sale>, *except as modified by the City of Wyoming City Purchasing Contract attached hereto and incorporated by reference.*

This proposal is valid for a period of 90 days.

*July 7, 2025
GTS
City attorney*

BUDGET PRICE FOR (3) WEIR, TOP CAP, AND BAFFLE REPLACEMENT SYSTEM: \$234,000.00
Freight is included – FOB Point of manufacture.

Signed: ***Anna Schirack***
Meurer Research, Inc.



Standard Conditions of Sale

I. TERMS OF OFFER: All references to *Parkson, MRI, Meurer Research, Schreiber, Schreiber Water, Filter One, Hycor*, or any derivative thereof, shall mean Parkson Corporation, a Delaware corporation with its corporate offices located at 1401 West Cypress Creek Road, Suite 100, Fort Lauderdale, Florida 33309 ("Parkson"). These Standard Conditions of Sale (these "Terms") and any bid, quotation, proposal, or other offering document that links or references these Terms (the offer document and these Terms, collectively referred to as Parkson's "Quotation") set forth the entire understanding between Parkson and Purchaser related to Parkson's offer of the equipment, aftermarket parts, and/or services referenced in the Quotation. This Quotation supersedes all other prior agreements, written or oral, between Parkson and Purchaser with respect to the equipment, parts, and/or services offered by Parkson hereunder.

THIS QUOTATION IS INTENDED AS AN OFFER AND IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ACCEPTANCE OF THIS OFFER, WHETHER BY ISSUANCE OF A PURCHASE ORDER OR ANY OTHER FORM OF ACCEPTANCE ("ACCEPTANCE"), IS CONDITIONED UPON ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS QUOTATION. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS CONTAINED IN ANY ACCEPTANCE DOCUMENT OR COMMUNICATION ARE HEREBY OBJECTED TO AND SHALL NOT BE BINDING UPON PARKSON, NOR SHALL THEY BECOME A PART OF ANY CONTRACT FORMED AS A RESULT OF THIS OFFER.

COMMENCEMENT OF PERFORMANCE BY PARKSON SHALL NOT BE CONSTRUED AS ACTUAL NOR CONSTRUCTIVE ACCEPTANCE OF ANY OF PURCHASER'S ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS. BY ACCEPTING THIS QUOTATION, PURCHASER AGREES AND ACKNOWLEDGES THAT THE TERMS OF THIS QUOTATION CONSTITUTE THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS GOVERNING THE AGREEMENT BETWEEN THE PARTIES, AND ALL OF PURCHASER'S ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS IN THEIR ACCEPTANCE DOCUMENTS AND COMMUNICATIONS SHALL BE NULL AND VOID AND NOT BINDING UPON PARKSON.

II. PRICES, TERMS OF PAYMENT & TAXES: (a) Pricing before acceptance: Parkson's Quoted prices are subject to change without notice unless the applicable Quotation expressly states a period where such pricing shall be held firm for a defined period. In all cases, Parkson's offer is subject to withdrawal at any time before formal acceptance of the Quotation by Purchaser. The Order does not include any commitments to pricing relative to Parkson's other customers, even if such other customers receive goods or services similar to this Order. (b) Price Escalation after acceptance: The pricing of this Order assumes the delivery schedule set forth in the Quotation. Upon acceptance or final agreement, Parkson's quoted pricing shall remain firm provided that Parkson has or receives unconditional release to fabricate the subject equipment within six (6) weeks after Parkson's initial submittal date (or, if no submittals are required with this order, then within six weeks of the order acceptance date (the "Quoted Delivery Schedule"). If Parkson does not receive unconditional release to fabricate within the Quoted Delivery Schedule, then Parkson may demand an upward adjustment in the price to Purchaser in an amount to be mutually agreed by both Parties. If the parties cannot agree upon an equitable upward adjustment in price, then either (i) Parkson will proceed with the Order at the original price, or (ii) Parkson may cancel this order at its sole discretion, without cost or penalty to Parkson. In the event of such cancellation, Parkson shall be entitled to payment for any goods delivered and all project-related engineering services it engaged in prior to the cancellation date at Parkson's then-current service rates. (c) Tariff Risk not borne by Parkson: Quoted prices are based on current USA and North America tariffs and trade laws/agreements as of the date of the Quotation. Any changes in costs due to Tariffs and trade laws/agreements will be passed through to the purchaser at cost. (d) Payment Terms: Parkson offers its equipment and services on a milestone payment basis. The triggers or conditions for each payment milestone, and the percentage of the order price due, shall be as set forth in the Quotation. If the Quotation does not list payment milestones, the order is subject to 100% payment before release for shipment of equipment and before services will be scheduled. Payments against invoices shall be due and payable thirty (30) days from the date of invoice. No early payment discounts are offered. Payment for this Order is not contingent on Purchaser's receipt of payment from Owner or any other third party. Parkson shall not be required to provide Purchaser with an "unconditional" lien waiver before receipt and clearance of the payable funds subject to such waiver, and no payments otherwise due shall be withheld on the condition of receipt of an unconditional waiver. (e) Change in Creditworthiness: If in Parkson's reasonable opinion, Purchaser's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Purchaser, cancel or suspend any outstanding order or part thereof, unless Purchaser shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. (f) Shipping Delays: If Purchaser delays Parkson's expected shipment date(s) for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes, and Purchaser shall execute a title transfer agreement to take ownership of the goods even if they are stored by or through Parkson. (g) Late Payment: If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. (h) Taxes: Parkson's Quoted pricing does not include federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties unless expressly stated otherwise on the Quotation. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products. Parkson shall add applicable sales and/or use taxes to each invoice. If Purchaser believes that its purchase is tax exempt, the burden is on Purchaser to provide Parkson with a valid tax exempt



certificate (i.e., not merely a tax exemption ID number) in a form acceptable to Parkson, at least 30 days prior to the initial invoice date for the order, to receive invoice(s) without taxes added. If Purchaser fails to provide a valid tax-exempt certification within such timeframe, Purchaser agrees to pay the invoiced sales and use taxes to Parkson. It shall be Purchaser's sole responsibility to seek reimbursement, if any, from the applicable taxing authority for any exemptions otherwise available. (i) Credit Cards: A 2.5% processing fee will be added to all invoices over \$10,000 paid by credit card.

III. SHIPMENT/STORAGE: (a) Timing: The anticipated shipment and service date(s) set forth in the Quotation is/are approximate and subject to change. Unless otherwise expressly stated in a Quotation, Parkson expressly rejects "time of the essence" as a condition of this order, and Parkson expressly disclaims and shall not be liable for any delay damages (including, but not limited to, liquidated damages assessed by Purchaser or project owner). Parkson may extend the anticipated shipment or service date for any reason provided Parkson gives Purchaser written notice of such delays prior to the scheduled date. In the event that a Quotation expressly accepts liability for liquidated damages, such damages shall only be applied against Parkson (i) if Parkson misses the equipment delivery deadline set forth the Quotation; (ii) only if the Project Owner actually assesses such liquidated damages against Purchaser, and (iii) Parkson shall only be assessed such liquidated damages in a proportionate amount to the extent that Parkson was the negligent cause of the delay in the project's critical path. (b) Packaging: Purchaser's order will be crated for domestic truck shipment. International delivery orders shall specify packaging and shipment terms on the Quotation. Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Purchaser, and the equipment shall thereafter be at the Purchaser's sole risk. (c) Storage: Once Purchaser has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Purchaser shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Purchaser pursuant to Section IV below. In the event that Purchaser refuses to execute Parkson's Transfer of Title form and/or if Parkson does not have space to accommodate storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, at Purchaser's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Purchaser) shall be Purchaser's responsibility. Purchaser shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Purchaser or its agents will not affect the Terms of Payment above.

IV. TITLE & RISK OF LOSS: (a) Domestic (US/Canada) Delivery: Unless otherwise stated in the Quotation, Parkson's domestic freight terms are F.O.B. Origin (e.g., Parkson's Manufacturing Site or warehouse) and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier. (b) International and/or over-water Delivery: Unless otherwise stated in the Quotation, Parkson's international freight terms are EX WORKS (Parkson's Manufacturing Site, USA), per INCOTERMS 2020. Export packaging and loading on to Purchaser supplied conveyance is included. Pickup/Shipment by Customer's Freight Forwarder. Title & Risk of Loss or Damage shall pass to the Purchaser at the pickup point upon issuance of Notice of Readiness for Pickup. All freight, duties, taxes, and export & import formalities by Purchaser's Freight Forwarder. (c) Security Interest: A security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured. (d) Acceptance: Any claim by Purchaser against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. (e) General: Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total. Any shipments returned to Parkson as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

V. CANCELLATION & BREACH: Purchaser acknowledges and agrees that Parkson's products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, orders placed with Parkson cannot be canceled without recourse, except with Parkson's written consent. In the event of Purchaser's cancellation or repudiation of the order, or of Purchaser's delay that lasts more than six months, or of Parkson's termination of the order based upon Purchaser's breach, Purchaser hereby agrees to pay Parkson the following cancellation fee schedule: (i) if the Order is cancelled after Parkson has transmitted its submittals, or if no such submittals are required, Purchaser shall pay Parkson 10% of the Order value, unless (ii) the Order is cancelled more than four (4) weeks after submittal approval/release for fabrication, in which case Purchaser shall pay Parkson 75% of the Order value, unless (iii) the Order is cancelled more than eight (8) weeks after submittal approval/release for fabrication, in which case Purchaser shall pay Parkson 100% of the Order value. In the event of Purchaser's breach, this cancellation fee shall not be Parkson's exclusive remedy. (b) Notice and Cure: Prior to Purchaser declaring Parkson in breach of the terms of this Order, it shall be a condition



precedent to Purchaser's right to terminate for cause that Purchaser shall first give Parkson written notice stating with specificity the reason for the termination ("breach"). Further (i) if such breach is susceptible of cure or remedy, Purchaser must give Parkson a period of thirty (30) days to cure or remedy such breach, or (ii) if such breach cannot be reasonably cured or remedied within thirty (30) days, then Purchaser shall extend the period for remedy or cure for a reasonable time as long as Parkson has made and continues to make a diligent effort to effect such remedy or cure.

VI. DRAWINGS & SPECIFICATIONS: (a) Incorporation of Specs: Parkson only agrees to the incorporation of the Project's "Prime" contract documents and specifications to the extent that they directly relate to Parkson's equipment provided herein. Parkson does not assume any other obligations that Purchaser assumes toward the Project Owner in such prime contract documents. (b) Submittal Approvals: In the event that drawings are sent to Purchaser for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved as Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Purchaser's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved. Parkson shall not accept instructions to release for fabrication upon anything less than final, unconditional approval of all submittals. "Approved as noted" shall be deemed a hold on fabrication even if Purchaser believes such notes are immaterial or too minor to hold up fabrication. (c) Limitations: Parkson does not assume responsibility for nor warrant the performance or accuracy of Purchaser's furnished design, design criteria, or specifications. Unless otherwise agreed in the Quotation, products are to be assembled, installed and/or erected by and at the full and sole expense of Purchaser. (d) Changes: If the Purchaser directs or causes a change to the scope of work outlined in this order or any subsequent purchase order (a "Change Order"), Parkson shall prepare and submit to Purchaser a written Change Order Request detailing the proposed changes to the scope of work, Parkson's good faith estimate of the associated increase in price, and any required extension to the project schedule due to such change. The price and schedule adjustments proposed by Parkson in the Change Order Request shall be deemed reasonable and shall be incorporated into the Contract unless Purchaser provides a written objection to the proposed price or schedule adjustment within five (5) business days of receipt of the Change Order Request. If the Purchaser objects, Parkson shall have the right, but not the obligation, to meet and confer with Purchaser in an attempt to reach a mutually agreeable price and schedule adjustment. If Purchaser and Parkson are unable to reach a mutually agreeable price and schedule adjustment for the Change Order within thirty (30) calendar days of Parkson's initial Change Order Request, or if Purchaser rejects Parkson's initial proposed price and schedule adjustment, then Parkson shall have the right, upon providing written notice to the Purchaser, to terminate this order. In the event of such termination, Purchaser shall pay Parkson for all work performed up to the date of termination, including a reasonable allowance for overhead and profit on the work performed. Purchaser shall also pay Parkson for all goods and materials that have begun fabrication if specifically ordered or purchased for the project, whether or not delivery to the project site was made, provided that such items cannot be reasonably stored and used for other projects.

VII. CORRECTIVE WORK & BACK CHARGES: In no event shall any work be done, or services or material be purchased, or expense otherwise incurred by the Purchaser for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Purchaser incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Purchaser.

VIII. SELECTION OF MATERIALS: Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Purchaser is solely the Purchaser's choice and responsibility.

IX. CONFIDENTIAL INFORMATION & IMPROVEMENTS: (a) Confidentiality: The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Purchaser will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Purchaser will not copy or reproduce any written or printed materials or drawings furnished to Purchaser by Parkson. Purchaser agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Purchaser will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Purchaser or its employees. Purchaser acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Purchaser covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein. (b) Intellectual Property: Subject to any license explicitly granted under this order agreement necessary for Purchaser's expected use of the Equipment, no transfer of any right, interest, or ownership of any intellectual property will occur under this Order. Each party will retain all interest in and ownership of its intellectual



property existing prior to this order or developed outside the scope of this Order. "Intellectual Property," as used herein, shall include but not be limited to trademarks and service marks, copyrights, trade secrets and confidential know-how, patents and patent applications, other intellectual property and related proprietary rights, interests and protections.

X. FIELD SERVICE: Field Service included in the quotation will only be scheduled upon written request, using Parkson's Field Service Request Form, and may be subject to credit approval. Should Purchaser have outstanding balances due Parkson, no startup/field service will be scheduled until such payments are received in full by Parkson, and such delays shall be attributed to Purchaser for purposes of the project schedule and completion deadlines. Purchaser assumes all responsibility for the readiness of the system when it requests startup service. Should Parkson's Field Service personnel arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring its personnel home and bill the Purchaser for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

XI. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT ALLOWABLE BY LAW, IN NO EVENT SHALL PARKSON, TO INCLUDE PARKSON'S OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ("PARKSON GROUP") BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR TORT, EVEN IF EITHER PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. For all other claims, Parkson's cumulative liability to Purchaser resulting from this Order shall be capped at the highest of the following amounts: (i) fifty percent (50%) of the price for goods and/or services as listed on the face of the Purchase Order, but in no event more than five hundred thousand dollars (even if 50% of the order price exceeds \$500,000) and (ii) for claims involving personal injury, sickness, disease or death or property damage, the amounts paid or payable on all such claims by Parkson's insurer under the insurance coverages and policies as set forth in Section XVII, below.

XII. FORCE MAJEURE AND UNFORESEEN PRICE/TIME ESCALATIONS: Parkson shall not be responsible or liable for any delay or failure to perform its obligations under this Order, in whole or in part, to the extent that such delay or failure arises from or is related to any cause, event, or circumstance beyond Parkson's reasonable control (a "Force Majeure Event"). Such Force Majeure Events shall include, but not be limited to, the following: (a) Acts of God, including but not limited to, earthquakes, floods, fires, storms, pandemics, epidemics, and other natural disasters; (b) Acts of governmental authorities, including but not limited to, wars (declared or undeclared), acts of terrorism, blockades, embargoes, regulations, orders, directives, restrictions, unforeseen or increased tariffs or duties, quotas, or failures to act by any governmental authority; (c) Civil disturbances, including but not limited to, riots, insurrections, acts of sabotage, and civil unrest; (d) Strikes, lockouts, labor disputes, or other industrial disturbances, whether involving Parkson's workforce or the workforces of its Parksons or subcontractors; (e) Disruptions in the supply chain, including but not limited to, shortages or unavailability of raw materials, components, or finished goods from Parkson's Parksons, vendor insolvencies, production or manufacturing delays or failures at Parkson facilities, or the inability to obtain or deliver materials due to transportation or logistics issues, including but not limited to, port congestion, carrier delays, and road closures; (f) Damage to or breakdown of Parkson's facilities or equipment, or the facilities or equipment of its Parksons or subcontractors; (g) Energy shortages or failures; (h) Acts or omissions of Purchaser or other third parties not under the direct control of Parkson; (i) Any other event or circumstance, whether similar or dissimilar to those enumerated above, that is beyond Parkson's reasonable control and that affects Parkson's ability to perform its obligations hereunder. Upon the occurrence of a Force Majeure Event, Parkson shall be excused from performance of its obligations hereunder for the duration of such event. Parkson shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance hereunder as soon as reasonably practicable. In the event a Force Majeure Event impacts the cost or timing for Parkson to obtain materials or manufacture or deliver products, including but not limited to, increases in material costs, manufacturing costs, or transportation costs, or delays in availability or delivery, Parkson reserves the right, by providing written notice to the Purchaser, to: (i) Increase the price of the affected products or services to reflect the increased costs incurred by Parkson as a result of the Force Majeure Event; and/or (ii) Revise the delivery schedule or timing for the affected products or services. Parkson shall provide the Purchaser with prompt written notice of any Force Majeure Event and the anticipated impact on Parkson's performance, including any adjustments to price and/or timing. The Purchaser's acceptance of delivery after receiving notice of a price adjustment shall constitute Purchaser's agreement to the revised price. During the pendency of a Force Majeure Event, Parkson shall have no liability to the Purchaser for any damages, including but not limited to, direct, indirect, special, consequential, or punitive damages, arising from Parkson's delay or failure to perform its obligations. If a Force Majeure Event continues for a period of 180 days or more, either party may, upon written notice to the other party, terminate the affected portion of this Agreement without further liability, except for obligations accrued prior to the termination.

XIII. APPLICABLE LAWS & GOVERNING LAW: Parkson's products are manufactured to its standard specifications. While based on Parkson's general industry knowledge, Parkson does not warrant nor represent that its products comply with all federal, state, local, or international laws, regulations, codes, standards, or industrial practices applicable to the installation, use, or operation of the products in the Purchaser's specific application or location. Purchaser is solely responsible for determining and ensuring that the



products purchased comply with all applicable laws, regulations, codes, standards, and industrial practices, including but not limited to, all environmental, health, and safety laws (such as OSHA, or any state or local equivalents), building codes, and operational requirements, in the jurisdiction where the products will be installed, used, or operated. Parkson undertakes no obligation to investigate or ensure such compliance for the Purchaser's specific application or location. (a) OSHA Compliance Disclaimer: Specifically, with respect to occupational safety and health standards (including OSHA and any state or local equivalents), Parkson's responsibility is strictly limited. Parkson warrants only that the physical characteristics of its products, as designed and manufactured by Parkson, comply with the OSHA standards in effect and published as of the date of the Quotation that are directly applicable to the inherent design of the product itself, as a manufactured good. PARKSON EXPRESSLY DISCLAIMS ANY WARRANTY OR RESPONSIBILITY for compliance with OSHA or any other safety standards related to: (i) the installation, operation, or maintenance of the products; (ii) the integration of the products into the Purchaser's overall system or facility; (iii) the specific work practices or procedures adopted by the Purchaser or its personnel; or (iv) any OSHA standards or regulations enacted or becoming effective after the date of Parkson's quotation. The Purchaser assumes all responsibility and risk for the safe installation, operation, and use of the products and for ensuring compliance with all applicable safety laws and regulations in its workplace. (b) Governing Law: The rights and obligations of Purchaser and Parkson with respect to this Order shall be governed by and interpreted in accordance with the substantive laws of the state of Florida, without regard to conflicts of law or choice of law principles that would require the application of the laws of another jurisdiction.

~~**XIV. DISPUTE RESOLUTION:** Any and all disputes, claims, controversies, or disagreements arising out of or relating to this Order, the breach thereof, or the goods and services provided hereunder, including any disputes relating to the interpretation, applicability, enforceability, or formation of this Agreement or this arbitration clause, shall be settled exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules then in effect, as modified by the terms of this clause. The Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration clause. Arbitration shall be the sole and exclusive forum for the resolution of any covered dispute. Neither Party shall initiate or prosecute any lawsuit or proceeding in any court or administrative agency to resolve any covered dispute, except as specifically permitted by this clause or applicable law (such as for the enforcement of an arbitration award or the seeking of injunctive relief as provided below). The arbitration shall be conducted before a single arbitrator with legal expertise (e.g., a retired judge or attorney) and some professional experience in the water treatment construction industry. The arbitrator shall be selected by mutual agreement of the Parties; if the Parties cannot agree on an arbitrator within 21 calendar days after the commencement of the arbitration, the AAA shall appoint the arbitrator in accordance with its rules, as modified herein. The arbitration shall be held in Fort Lauderdale, Florida, unless otherwise agreed to by all Parties. Discovery shall be limited to that which is essential for the arbitrator to render a decision and shall be conducted in an expedited manner. The arbitrator is authorized to limit the amount and scope of discovery. The administrative fees of the arbitration and the arbitrator's fees shall be shared equally by the Parties, unless the arbitrator determines that the position of one Party was frivolous or in bad faith, in which case the arbitrator may award the entirety of such fees to the other Party. Each Party shall bear its own attorneys' fees and costs in connection with the arbitration, unless the arbitrator, as part of the award, allocates all or a portion of such fees and costs to the prevailing Party. By agreeing to arbitration, the Parties expressly waive their right to a trial by jury. The Parties further agree that the arbitration shall be conducted on an individual basis only, and not as a class, consolidated, or representative action. The arbitrator shall not have the authority to award class-wide relief. The arbitration proceedings and the award shall be kept confidential by the Parties, except as necessary to enforce the award or as otherwise required by law. The arbitrator shall apply the substantive laws of the State of Florida, excluding its conflicts of law and choice of law principles, as set forth in this Agreement. Notwithstanding the agreement to arbitrate, either Party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction solely to prevent irreparable harm pending the outcome of the arbitration. The seeking of such relief shall not be deemed a waiver of the right to arbitrate. The award of the arbitrator shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction thereof.~~

VOID GST, CITY ATTORNEY
JULY 7, 2025

XV. MECHANICAL WARRANTY: (a) Warranty Periods: Unless otherwise stated expressly in the Quotation, (i) Parkson's new equipment is warranted for a period of twelve (12) months from startup of the subject equipment, or eighteen (18) months from shipment to the jobsite, whichever period expires first; (ii) rebuilds (including onsite or factory rebuilds) of existing Parkson equipment, provided the rebuild is performed or supervised by Parkson's technicians, are warranted for a period of one (1) year following completion of the rebuild, but only with respect to the new parts incorporated into such rebuild; (iii) Rebuilds not using Parkson technicians and/or aftermarket parts orders are warranted for a period of 90 days from date of shipment. (b) Scope: Parkson limitedly warrants its new parts and equipment to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this warranty, and maintenance/operating procedures. (c) Claims Procedure: To make claim under this Warranty, Purchaser must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. Returns will not be accepted unless Parkson has authorized said return in writing. If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, FOB its factory. However, under certain circumstances, Parkson may



decide, in its sole discretion, to repair or replace the Equipment at the Project site. Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Purchaser, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Purchaser at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. Following a Warranty claim, verification of proper operation and maintenance is required. (d) **Conditions:** The following will void this Warranty: (i) the equipment is used for purposes other than those for which it was designed; (ii) the equipment is not used in accordance with generally approved practices; (iii) disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism (*i.e.*, any physical damage due to external forces and/or accident); (iv) unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing, or any other actions by 3rd parties that cause nonconformity of the equipment; (v) abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered; (vi) operation of Equipment by persons not properly trained for that purpose; (vii) failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or (viii) failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance; (ix) normal wear and tear; and (x) the effects of corrosion and unforeseeable influent characteristics.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

This section constitutes Parkson's sole warranty in its entirety and no other provisions express or implied exist. Any modification of this warranty must be in writing and signed by an authorized representative of Parkson. Replacements or service conducted pursuant this warranty does not create an extension of the warranty period (*i.e.*, replacements/repairs do not restart the warranty period anew). Repaired/replaced equipment carries the unexpired portion of this original warranty period, only.

XVI. INDEMNIFICATIONS: (a) **From Parkson:** As its sole and exclusive indemnity under this order, Parkson shall indemnify Purchaser, its officers, employees, and agents, from third-party liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, (x) directly caused by Parkson's gross negligence or intentionally wrongful misconduct in the performance of this order, and (y) claims that Parkson's equipment provided under this order directly infringes a United States patent or copyright. However, the foregoing indemnity shall not apply to the extent that Purchaser, project owner, or any of their subcontractors, Parksons, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable ("Purchaser's Group") (i) modifies the goods or deliverables hereunder without Parkson's express written permission, (ii) combines the ordered goods with another product outside the project specs in a manner that has not been approved by Parkson, (iii) uses any goods or deliverables other than in accordance with Parkson's written instructions, or (iv) causes a claim which is the result of any Purchaser's Group's negligence or willful misconduct. (b) **From Purchaser:** Purchaser shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Purchaser shall not remove or permit removal or modification of any safety device, warning sign or label. Purchaser shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the equipment and cooperate with Parkson in investigating any such accident or malfunction. To the extent allowable by law (*e.g.*, only to the extent purchasing municipalities are allowed to offer such indemnifications per state statute or Constitutional limits), Purchaser agrees to indemnify and hold Parkson and its officers, employees, and agents harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the ordered equipment if Purchaser fails to fulfill any of the foregoing obligations.

XVII. INSURANCE: Parkson shall maintain insurance coverage in reasonable and customary amounts and scope for a water treatment equipment provider of Parkson's size, but in no event shall the limits of commercial general liability insurance exceed a per occurrence limit over Two Million Dollars (\$2,000,000) and Workers' Compensation up to the Statutory limit. It is understood and agreed that this coverage limit acts as a ceiling; in no event shall Parkson be required to provide higher coverage limits, even if Parkson carries higher limits at the time of order. Parkson's insurance is offered on a Per Policy basis. (Parkson does not offer Per Project coverage, but may consider such coverage for an additional fee, subject to market availability). Parkson shall not provide Professional Liability coverage, Pollution coverage, or Cyber coverage as part of this order. Parkson does not offer maritime or railroad coverage or endorsements. Parkson shall provide Purchaser with a Certificate of Insurance ("COI") evidencing the required coverage in a form reasonably acceptable to Purchaser. Parkson will list Purchaser and other related parties as Additional Insured(s) on the COI upon request. In the event that Parkson provides a COI that demonstrates the general liability coverage limits listed herein, Purchaser shall not be entitled and shall not withhold payments otherwise due to Parkson solely because Purchaser requests additional or updated details related to such coverage, such as endorsements or other specific details within the COI. Parkson will continue to work in good faith with Purchaser to obtain a mutually agreed COI while Purchaser continues to make payments otherwise due in a timely manner.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
WWTP Parking Lot Rehabilitation	Kentwood Excavating, Inc.	\$484,381.00

2. City Council authorizes a contingency in the amount of \$50,000.00 for the WWTP Parking Lot Rehabilitation.
3. City Council authorizes the City Manager and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: August 18, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Tab Sheet
Contract

Resolution No. _____

STAFF REPORT

Date: July 22, 2025
Subject: 2025 WWTP Parking Lot Rehabilitation – Award of Bid
From: Jon Burke, WWTP Superintendent
CC: Aaron Vis, Director of Public Works
Meeting Date: August 18, 2025

RECOMMENDATION:

It is recommended the City Council award the 2025 WWTP Parking Lot Rehabilitation Project to the low bidder, Kentwood Excavating, Inc., in the amount of \$484,381.00 and approve a contingency of \$50,000 for a total of \$534,381.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

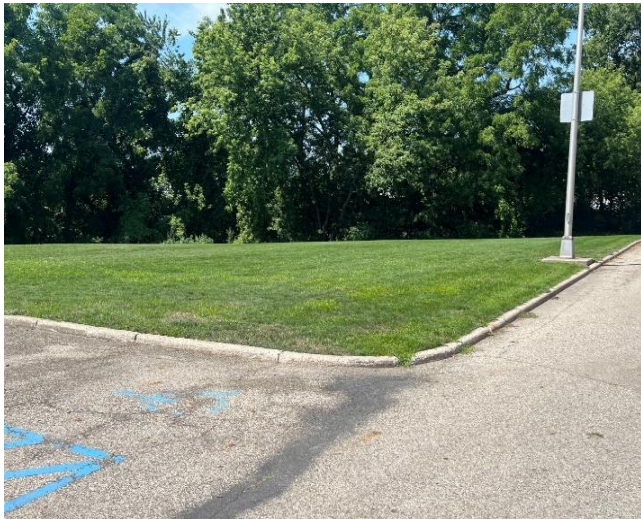
The driveway and parking areas at the WWTP are several decades old and in need of replacement. Patch work and crack sealant work have been performed in the past, which bought additional time, but a more permanent solution is now necessary. Soil borings were also performed and indicated that the proper base for the driveway was never originally installed. It is recommended that the entire drive be removed and the proper base installed so that the new blacktop will hold up to the heavy truck traffic that occurs, primarily due to the biosolids land application program.

Additionally, with the increasing frequency of city and statewide training sessions that are held at the plant, we plan to use some currently unused space to add additional parking. Twelve to fourteen additional parking spaces will be created to accommodate these situations. Elevations of the area will be addressed as well, to allow for proper drainage, storm water control, and proper spill containment around the hauling bay.



Engineering and design for this project was completed by the city engineering group and the project was put out for bid on June 18th. Two sealed bids were received by the clerk's office and opened on July 22nd. Kentwood Excavating, Inc. provided the low bid in the amount of \$484,381.00, while the other bid was provided by Michigan Paving and Materials for \$598,855.00. The low bid was 3.5% below the engineer's estimate.

After reviewing the bids, it is recommended to award the 2025 WWTP Parking Lot Rehabilitation bid to the low bidder, Kentwood Excavating, Inc., in the amount of \$484,381.00, and authorize a project contingency of \$50,000.00, for a total amount of \$534,381.00.



TABULATION:

Bid Tabulation is attached.

BUDGET IMPACT:

This was a planned project in the FY25 Sewer Fund CIP and sufficient funds are available in the Sewer Fund Capital Improvement Fund Account No. 590-536-54400-986.444.

CITY OF WYOMING

TABULATION OF BIDS
FOR 2025 WASTEWATER TREATMENT PLANT PARKING LOT REHAB - BID # 2283

OPENED BY THE CITY CLERK ON JULY 22, 2025 AT 11:00 A.M. O'CLOCK

			MPM			Kentwood Excavting		
		Pay Item	Units	Unit Cost	Total	Unit Cost	Total	
1	MOBILIZATION	Max 5%	LSUM	1	\$ 26,750.00	\$ 26,750.00	\$ 20,000.00	\$ 20,000.00
2	REMOVE CURB AND GUTTER		Ft	820	\$ 18.00	\$ 14,760.00	\$ 10.00	\$ 8,200.00
3	REMOVE CONCRETE		Syd	550	\$ 10.00	\$ 5,500.00	\$ 8.00	\$ 4,400.00
4	CONCRETE CURB AND GUTTER, 24 CONC		Ft	320	\$ 33.75	\$ 10,800.00	\$ 25.00	\$ 8,000.00
5		Removed in Addendum 3				\$ -		\$ -
6	DRAINAGE STRUCTURE 2' DIA (CATCH BASIN)		Ea	3	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00
7	CATCH BASIN COVER AND CASTING - HMA Valley		Ea	3	\$ 750.00	\$ 2,250.00	\$ 1,000.00	\$ 3,000.00
8	HMA MIXTURE - 4EL	2.5 base	Ton	920	\$ 115.00	\$ 105,800.00	\$ 111.00	\$ 102,120.00
9	HMA MIXTURE - 4EL	2.5 TOP	Ton	920	\$ 115.00	\$ 105,800.00	\$ 113.00	\$ 103,960.00
10	REMOVE EX SEWER	cb at lot edge	Ea	1	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
11	REPLACE GATE SENSORS AND HARDWARE		LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 14,400.00	\$ 14,400.00
12	PAVT MRKG, WATERBORNE, 4 YELLOW		Ft	920	\$ 0.45	\$ 414.00	\$ 1.50	\$ 1,380.00
13	PAVT MRKG, WATERBORNE, 4 YELLOW	blue	Ft	125	\$ 0.45	\$ 56.25	\$ 2.00	\$ 250.00
14	PAVT MRKG, REGULAR, BLUE, HANDICAP SYMBOL		Ea	2	\$ 12.00	\$ 24.00	\$ 300.00	\$ 600.00
15	PVC CONDUIT	1IN FOR NEW LIGHT POLES	Ft	310	\$ 22.60	\$ 7,006.00	\$ 11.60	\$ 3,596.00
16	COLD MILL - DEPTH PER PLAN		Syd	5250	\$ 6.00	\$ 31,500.00	\$ 3.00	\$ 15,750.00
17	EXPLORATORY INVESTIGATION		Ea	1	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
18	REMOVE EX LIGHT POLE AND FOUNDATION		Ea	2	\$ 1,100.00	\$ 2,200.00	\$ 500.00	\$ 1,000.00
19	LIGHT POLES, INCLUDING LUMINAIRES, COMPLETE		Ea	4	\$ 4,500.00	\$ 18,000.00	\$ 5,600.00	\$ 22,400.00
20	SITE GRADING		LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 8,000.00	\$ 8,000.00
21	REMOVE EX DRAINAGE STRUCTURE		Ea	2	\$ 550.00	\$ 1,100.00	\$ 500.00	\$ 1,000.00
22	PROTECT EXISTING SNOWMELT		LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
23	HMA ROLLBACK VALLEY CURB		Ft	490	\$ 5.00	\$ 2,450.00	\$ 1.50	\$ 735.00
24	6" AGGREGATE BASE (CIP)		Syd	6200	\$ 18.00	\$ 111,600.00	\$ 16.00	\$ 99,200.00
25	CONCRETE SIDEWALK, 4		Sft	540	\$ 7.40	\$ 3,996.00	\$ 6.00	\$ 3,240.00
26	CONCRETE PAVEMENT NON REINFORCED, 8		Syd	325	\$ 86.15	\$ 27,998.75	\$ 76.00	\$ 24,700.00
27	LOWER 8IN CONNECTIONS		Ea	2	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
28	ADJUST CASTINGS	MDOT CASE 1 MODIFIED	Ea	10	\$ 700.00	\$ 7,000.00	\$ 350.00	\$ 3,500.00
29	PVC CONDUIT	2IN FOR FOR STORM SEWER	Ft	210	\$ 65.00	\$ 13,650.00	\$ 25.00	\$ 5,250.00
30	SESC INSTALL AND MAINTAIN		LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
31	IRRIGATION REPAIRS ALLOWANCE		LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
32	REMOVE CASTINGS		Ea	10	\$ 350.00	\$ 3,500.00	\$ 300.00	\$ 3,000.00
33	TURF RESTORATION		SYD	200	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00
34	1" AGGREGATE BASE	ADDITIONAL IN EXPANSION	SYD	100	\$ 25.00	\$ 2,500.00	\$ 7.00	\$ 700.00

Engineer's Estimate
\$502,362.50
TOTAL
\$ 598,855.00
\$ 484,381.00


2025 Wastewater Treatment Plant Parking Lot Rehab
City of Wyoming
June 25, 2025
Addendum No. 1 to Bid for the
2025 Wastewater Treatment Plant Parking Lot Rehabilitation

This Addendum No. 1 covers the following:

The original bid documents included an incorrect proposed pavement cross section detail on sheet 4 of 5 "Details". Bidders shall use the attached plan sheet. Pavement quantities on the plan sheets and bid form are correct for the two lifts of 2.5" 4EL HMA.

Please submit this addendum with your bid

The undersigned acknowledges receipt of this Addendum No. 1 and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.



Signature of Bidder

Kentwood Excavating

Company Name

Please fax this page upon receiving addendum to (616) 249-3487 or email to eng_info@wyomingmi.gov.

2025 Wastewater Treatment Plant Parking Lot Rehab
City of Wyoming
June 26, 2025
Addendum No. 2 to Bid for the
2025 Wastewater Treatment Plant Parking Lot Rehabilitation

This Addendum No. 2 covers the following:


The Bid Opening Due Date has been postponed to **July 22**.


Due date and time: Tuesday, **July 22, 2025**, 11:00 A.M., local time
Place: Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509-0905

If using United States Post Office for delivery, add PO Box 905 to the mailing address above.

Please submit this addendum with your bid

The undersigned acknowledges receipt of this Addendum No. 1 and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.



Signature of Bidder


Company Name

Please fax this page upon receiving addendum to (616) 249-3487 or email to eng_info@wyomingmi.gov.


2025 Wastewater Treatment Plant Parking Lot Rehab

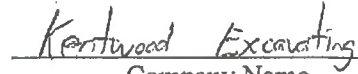
Sheet 3 - Edited call out for new light poles to indicate .

Sheet 4 – Removed Detail for rolled concrete curb as it is no longer being used.

Please submit this addendum with your bid

The undersigned acknowledges receipt of this Addendum No. 3 and the bid submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.



Signature of Bidder


Company Name

Please fax this page upon receiving addendum to (616) 249-3487 or email to eng_info@wyomingmi.gov.

Kentwood
EXCAVATING INC.

City of Wyoming
2025 Wastewater Treatment Plant Parking Lot Rehab
2025 Schedule

Demo:	1-Sep through	5-Sep
Storm:	8-Sep through	10-Sep
Grading:	8-Sep through	19-Sep
Electrical	22-Sep through	17-Oct
Gate controls	22-Sep through	24-Sep
Concrete	15-Sep through	19-Sep
HMA	1-Oct through	3-Oct
Restoration	1-Oct through	15-Oct

BID FORM

Page 1 of 2

Bid for 2025 Wastewater Treatment Plant Parking Lot Rehabilitation

The bidder identified below submits the attached bid materials, including the price(s) stated on the **Itemized Bid Sheet attached.**

Bid Form.

By signing this Bid Form, the bidder identified below represents, attests and promises, the bidder:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid form, including, without limitation, all the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

Woman Owned Company?

YES

NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?

If yes, list name and relationship: _____

BID FORM, CONTINUED

Page 2 of 2

Kentwood Excavating, Inc.

LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation Michigan

FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

3401 Broadmar Ave SE

STREET ADDRESS

Grand Rapids

MI

49512

CITY

STATE

ZIP CODE

Jonathan Roodvoets

BID CONTACT NAME (PLEASE PRINT)

616-949-5250

BUSINESS PHONE

616-293-6941

CELL PHONE

Kentwood8@gmail.com

EMAIL ADDRESS

616-949-5497

FAX NUMBER

SIGNATURE FOR BIDDER

7/22/2025
DATE

Jonathan Roodvoets

Vice President

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER

7/22/2025
DATE

Glenn VanRyn

Corp Secretary

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

2025 Wastewater Treatment Plant Parking Lot Rehab

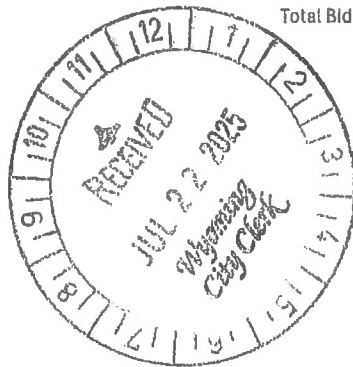
Addendum 3 Revision

Bidder: Kentward Excavating

		Pay Item	Units	Cost	Total		
1	MOBILIZATION	LSUM	1	20,000 ⁻	20,000 ⁻	0 Max 5%	
2	REMOVE CURB AND GUTTER	Ft	820	10 ⁻	8,200 ⁻	0	
3	REMOVE CONCRETE	Syd	550	8 ⁻	4,400 ⁻	0	
4	CONCRETE CURB AND GUTTER, 24 CONC	Ft	320	25 ⁻	8,000 ⁻	0	
5		Removed in Addendum 3				0	
6	DRAINAGE STRUCTURE 2' DIA (CATCH BASIN)	Ea	3	2,000 ⁻	6,000 ⁻	0	
7	CATCH BASIN COVER AND CASTING - HMA Valley	Ea	3	1,000 ⁻	3,000 ⁻	0	
8	HMA MIXTURE - 4EL	2.5 base	Ton	920	111 ⁻	102,120 ⁻	0
9	HMA MIXTURE - 4EL	2.5 TOP	Ton	920	113 ⁻	103,960 ⁻	0
10	REMOVE EX SEWER	cb at lot edge	Ea	1	500 ⁻	500 ⁻	0
11	REPLACE GATE SENSORS AND HARDWARE	LSUM	1	14,400 ⁻	14,400 ⁻	0	
12	PAVT MRKG, WATERBORNE, 4 YELLOW	Ft	920	1.50	1,380 ⁻	0	
13	PAVT MRKG, WATERBORNE, 4 blue	Ft	125	2 ⁻	250 ⁻	0	
14	PAVT MRKG, REGULAR, BLUE, HANDICAP SYMBOL	Ea	2	300 ⁻	600 ⁻	0	
15	PVC CONDUIT	1 IN FOR NEW LIGHT POLES	Ft	310	11.60	3,596 ⁻	0
16	COLD MILL - DEPTH PER PLAN	Syd	5250	3 ⁻	15,750 ⁻	0	
17	EXPLORATORY INVESTIGATION	Ea	1	600 ⁻	600 ⁻	0	
18	REMOVE EX LIGHT POLE AND FOUNDATION	Ea	2	500 ⁻	1,000 ⁻	0	
19	LIGHT POLES, INCLUDING LUMINAIRES, COMPLETE	Ea	4	5,600 ⁻	22,400 ⁻	0	
20	SITE GRADING	LSUM	1	8,000 ⁻	8,000 ⁻	0	
21	REMOVE EX DRAINAGE STRUCTURE	Ea	2	500 ⁻	1,000 ⁻	0	
22	PROTECT EXISTING SNOWMELT	LSUM	1	500 ⁻	500 ⁻	0	
23	HMA ROLLBACK VALLEY CURB	Ft	490	1.50	735 ⁻	0	
24	6" AGGREGATE BASE (CIP)	Syd	6200	16 ⁻	99,200 ⁻	0	
25	CONCRETE SIDEWALK, 4	Sft	540	6 ⁻	3,240 ⁻	0	
26	CONCRETE PAVEMENT NON REINFORCED, 8	Syd	325	76 ⁻	24,700 ⁻	0	
27	LOWER 8IN CONNECTIONS	Ea	2	3,000 ⁻	6,000 ⁻	0	
28	ADJUST CASTINGS	MDOT CASE 1 MODIFIED	Ea	10	350 ⁻	3,500 ⁻	0
29	PVC CONDUIT	2IN FOR FOR STORM SEWER	Ft	210	25 ⁻	5,250 ⁻	0
30	SESC INSTALL AND MAINTAIN	LSUM	1	1,000 ⁻	1,000 ⁻	0	
31	IRRIGATION REPAIRS ALLOWANCE	LSUM	1	10,000	10,000	0	
32	REMOVE CASTINGS	Ea	10	300 ⁻	3,000 ⁻	0	
33	TURF RESTORATION	SYD	200	5 ⁻	1,000 ⁻	0	
34	1" AGGREGATE BASE	ADDITIONAL IN EXPANSION	SYD	100	7 ⁻	700 ⁻	0

Total Bid

\$ 484,381.00



CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance, and other required documents, the City Manager, Clerk and City Attorney will sign this contract form. A copy will be provided to Contractor.

City Standard Contract for 2025 Wastewater Treatment Plant Parking Lot Rehabilitation

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means: Kentwood Excavating, Inc.

LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation Michigan
FORM OF BUSINESS & STATE IN WHICH FORMED — e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed

3401 Broadmoor Ave SE
ADDRESS

Grand Rapids
CITY

MI
STATE

49512
ZIP CODE

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

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows: None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 202__

Approved as to form:

Greg [Signature] City Attorney 7-23-25

Contractor:

Kentwood Excavating, Inc.
(Type or print Contractor's name)

By: [Signature]
Signature for bidder

Jonathan Raduets
Printed name of person signing for bidder

Vice President
Title of person signing for bidder

Date signed: 7-22, 2025

SUBCONTRACTOR PROVISION

John R. Kentwood Exc. Dated July 22 20 25

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with its own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM
<u>Lite Load</u>	<u>HMA</u>
<u>Fence Consultants</u>	<u>Gate controls</u>
<u>MZH</u>	<u>Concrete</u>
<u>Trademark Electric</u>	<u>Electrical</u>

ORDINANCE NO. 11-25

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 12 OF THE CODE OF
ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE
PINERY PARK APARTMENT HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 12 of Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

DIVISION 12
TAX EXEMPTION AND SERVICE CHARGE FOR PINERY PARK
APARTMENT HOUSING PROJECT

Sec. 2-310.21. Purpose.

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

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

(c) The Sponsors have offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Projects, to serve low income persons and families and the Sponsors have offered to pay the city on account of the Projects an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.22. Definitions.

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

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

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

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

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

(f) *Mortgage Loan* means the loans that are federally aided (as defined in section 11 of the Act) or loans or grants made or to be made by the Authority to the Sponsors and/or other owners for the acquisition, construction, and/or permanent financing of the Projects on the Project Property and secured by mortgages on all or parts of the Projects.

(g) *Projects* means the housing projects for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsors subject to income and rent restrictions under the LIHTC Program and Mortgage Loan, to consist of:

(1) For the existing Senior Building, a 3-story, 105-unit (99 one-bedroom and 6-two-bedroom units) multi-family building, on the south side of the Project Property as depicted in the shaded area on the Pinery Park Apartments Location map referred to in subsection (3), with indoor community space and outdoor amenities. The estimated gross building area is 66,987 square

feet. Amenities include a community room, office and storage areas. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities include outdoor seating areas.

(2) For the new townhomes, one 3-story building with 37 units (12 one-bedroom, 19 two-bedroom and 6 three-bedroom units), on the north side of the Project Property, with outdoor amenities. The estimated gross building area is 42,474 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room, lounge areas, office, work room and utility room. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, patio with a grill and picnic area.

(3) All improvements will be generally in accordance with the set of site plan documents dated August 11, 2025 for site plan approval provided by Callen Engineers and by other drawings and documents prepared by Bobby Byrd, Sisal, on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming city Council meeting on August 18, 2025.

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

That part of the Northeast 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the North 1/4 corner of said Section 11; thence South 02 degrees 29 minutes East 1624.51 feet along the West line of said Northeast 1/4; thence North 87 degrees 32 minutes East 195.06 feet to the place of beginning of this description; thence North 02 degrees 28 minutes West 248.56 feet along the East line of Michael Avenue; thence Easterly along the Southerly line of former Railroad right-of-way (66.00 feet wide) a distance of 134.82 feet, along a 1465.99 foot radius curve to the left, the chord of which bears North 76 degrees 15 minutes East 134.76 feet; thence South 02 degrees 31 minutes East 22.33 feet to the Southwest corner of Lot 24 of MARY A. WHALEN'S PLAT; thence North 87 degrees 29 minutes East 162.35 feet along the Southerly line of said Lot 24 and its extension thereof; thence South 02 degrees 31 minutes East 225.02 feet along the centerline of Godfrey Avenue extended; thence North 87 degrees 29 minutes East 163.16 feet; thence South 02 degrees 28 minutes 45 seconds East 881.51 feet along the East line of the West 1/4 of the Northeast 1/4 of said Section 11; thence South 87 degrees 32 minutes West 134.05 feet to the East line of Godfrey Avenue (60.00 feet wide); thence South 89 degrees 50 minutes 30 seconds West 192.38 feet along the North line of the South 200.00 feet of said Northeast 1/4; thence North 02 degrees 28 minutes West 702.97 feet along the East line of MAREK PRIEST PLAT and its extension; thence South 87 degrees 32 minutes West 131.80 feet; thence North 02 degrees 28 minutes West 142.93 feet to the Place of Beginning.

(i) *Sponsor* means Pinery Park Apartments Limited Dividend Housing Association LLC and GL Holding LLC and any entity that receives or assumes a Mortgage Loan for either of the Projects on the Property.

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

Sec. 2-310.23. Property Tax Exemption.

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

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

Sec. 2-310.24. Annual Service Charge.

(a) To the extent permitted by law, there shall be paid by the owner of each Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for that Project during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the *ad valorem* tax on that portion of the Project Property in the calendar year before construction of that Project began.

(b) The annual service charge in lieu of taxes for each operating year of each of the Projects shall

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

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsors and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of each of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

Sec. 2-310.25. Contractual Effect of Ordinance.

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

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

Section 2. Effective Date. This ordinance shall take effect on _____, 2025.

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

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

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on September 15, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 11-25
Introduced: 08.18.2025
Adopted: 09.15.2025

Staff Report

Date: August 12, 2025

Subject: Pinery Park Apartments PILOT Request

From: Nicole Hofert, Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

Meeting Date: August 18, 2025 (first reading) and September 15, 2025 (second reading)

RECOMMENDATION

Approve ordinance entitled, "Ordinance To Amend Chapter 2, Article Iv, Division 12 Of The Code Of Ordinances To Provide For A Service Charge In Lieu Of Taxes For The Pinery Park Apartment Housing Project." (August 18, 2025 (first reading) and September 15, 2025 (second reading))

Approve resolution entitled, "Resolution Approving And Authorizing Mayor And City Clerk To Sign Municipal Services Agreement For Pinery Park Apartment Housing Project." (September 15, 2025 meeting)

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION

Pinery Park Apartments Limited Dividend Housing Association LLC (Pinery Park Apartments) is proposing to reinvest in and add new units to its property located at 2300 Newstead Avenue SW utilizing the Low-Income Housing Tax Credits (LIHTC) issued by the Michigan State Housing Development Authority ("MSHDA").

The development would include renovation of the existing 105-unit senior multifamily building built in 1979. This multifamily building provides a key community resource for elderly and disabled residents. Twenty four percent (24%) of the units in the building are currently occupied by residents that are both elderly and disabled, with an additional forty-five percent (45%) being elderly only and thirty percent (30%) being disabled only. Sixty-four (64%) of the building's residents are over the age of 62, with a median resident age of 66.

The property serves some of the lowest income individuals in the City of Wyoming. Over ninety percent (90%) of the residents at Pinery Park have incomes below \$25,000, with over sixty-five percent (65%) of residents earning incomes of less than \$15,000. The resident demographics highlight the importance of preserving the affordable housing resource of Pinery Park Apartments.

The renovation of the senior building is estimated to cost \$5,535,200 and include updates to units (including bathroom, HVAC, and kitchen upgrades and repairs) as well as window and door replacements. The renovation also will include brick repairs, roofing replacement, lighting upgrades, carpeting and paint, and exterior upgrades including parking lot and sidewalk repairs.

The project also includes the replacement of four town-home buildings (and its 20 units) with a new 37-unit multifamily building.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 1% of total shelter rents as a payment in lieu of taxes (PILOT) and 3% of the total shelter rents as a municipal services agreement (MSA). These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence.

The timing of this approval process is designed to be completed by October 2025, in order for the developer to meet the 9% application round at MSHDA.

BUDGET IMPACT

Following is a breakdown of historical property tax revenue generated by the subject project with a comparison to the estimated shelter rent and associated PILOT and MSA payments the City will receive annually.

	Property Tax Payment	PILOT Payment	MSA Payment	Total Property Owner Payment	Total City Revenue
2024	\$208,528	N/A	N/A	\$208,528	\$39,056
2025 (Estimate)	\$213,310	N/A	N/A	\$213,310	\$40,063
2026 (Estimate)	N/A	\$14,326	\$42,979	\$57,305	\$45,694
2027 (Estimate)	N/A	\$14,748	\$ 44,243	\$58,990	\$47,038

Property Name: Pinery Park Apartments (Existing)
Project Location: 2300 Newstead Ave, SW Wyoming MI

Existing Community Context:

Pinery Park Apartments is an important affordable housing resource in the City of Wyoming. The community contains one hundred twenty-five (125), 100% Section 8 units. The property consists of a multifamily building on the south side of the property and four townhome building clusters on the north side of the property. The table below outlines the existing unit mix:

	1bd	2bd	3bd	Total
Senior Building	99	6		105
Townhomes		14	6	20

The one hundred five (105) unit multifamily building provides a key community resource for elderly and disabled residents. Twenty four percent (24%) of the units in the building are currently occupied by residents that are both elderly and disabled, with an additional forty-five percent (45%) being elderly only and thirty percent (30%) being disabled only. Sixty-four (64%) of the building's residents are over the age of 62, with a median resident age of 66.

The four townhome buildings provide an additional valuable twenty (20) affordable units, housing vulnerable community members. The median age of current residents in the townhomes is 37, with 41% of the residents having either a disabled or elderly designation.

Combined, the property serves some of the lowest income individuals in the City of Wyoming. Over 90% of the residents at Pinery Park have income below \$25,000, with over 65% of residents earning incomes of less than \$15,000. The resident demographics highlight the importance of preserving the affordable housing resource of Pinery Park Apartments.

PILOT and MSA request Context:

The valuable HUD Section 8 contract subsidizes the residents' rent payments and allows them to maintain housing at low-income levels. The contract restrictions, however, define the property's income potential and limit the ability of the property owner and management to adjust rent levels to market level rents. The income constraints for the property create a sustainability challenge as project expenses continually increase for both operations and maintenance. Three of the most significant expense increases over the past several years have been in property insurance, staffing wages, and real estate taxes.

The income subsidy contract has consistently only received 4% annual increases for property revenue. However, recent years have seen double digit percent increases in staffing wages to retain and attract quality staffing, and percent increases in property insurance and real estate taxes that

significantly outpace income growth. Combined with other increasing operating expenses, the property is not positioned to independently support significant capital improvement needs which will continue to become necessary for the property that has not undergone substantial rehabilitation since its 1979 construction.

PILOT and MSA Request:

A one percent (1%) PILOT and three percent (3%) MSA are requested for Pinery Park Apartments PPN: 411711252051. (Property Owner : Pinery Park Apartments Limited Dividend Housing Association, LLC)

The below table shows the impact the PILOT and MSA request would have had on the 2024 operating budget for Pinery Park Apartments.

Pinery Park 2024 Real Estate Tax	\$208,306
Pinery Pary 2024 Revenue	\$1,415,318
1% PILOT (2024 Revenue)	\$14,153
3% MSA (2024 Revenue)	\$42,459
Combined Proposed Pinery Payment 2024	\$56,612

Approval of the PILOT and MSA request will not only help stabilize the existing Pinery Park affordable housing community, but position the property to seek a broader comprehensive substantial rehabilitation of the existing senior multifamily building and construction of new and replacement units on a reimagined portion of the property.

The proposed development plan utilizes both competitive and non-competitive MSHDA tax credit financing, new property debt financing, and owner financed gap funding to achieve large scale property modernizing improvements and create additional affordable housing units available in the community.

The current hard cost construction budget for the senior building renovations is estimated at over \$5.5M. Some elements of the proposed rehabilitation scope for the multifamily building include new building roofing, new siding, new windows, updated kitchen cabinets and appliances, updated bathroom fixtures, updated unit flooring and lighting, updated unit conditioning units, parking lot repavement , and improved common area accessibility upgrades, greatly improving the quality of life for the residents and long-term sustainability of the community housing resource.

The plan involves the demolition of the existing 20 townhomes and construction of a new 37-unit multifamily building. The table below outlines the proposed new unit mix:

	1bd	2bd	3bd	Total
Senior Building	99	6		105
Family Multifamily	12	19	6	37

The new construction effort not only improves the quality of the existing residents’ housing, but adds an additional seventeen (17) units of affordable housing available to help met the known community need of affordable units. The additional 17 units added to the property will not receive direct HUD subsidy, but will remain affordable, targeting residents at or below 80% area median income levels. The estimated hard costs construction budget of the new building is over \$12M and also includes adding new community room facilities and a picnic area for residents.

The partnership between the City Wyoming, MSHDA, and the property owner would facilitate a combined rehabilitation and development plan that would bring over an estimated \$17.5M in hard construction cost investments into the community.

The development plan would request competitive and non-competitive financing in October 2025 which, if successful, would yield financing awards in January 2026 and a construction start in late spring/early summer of 2026.

The below table shows the projected year one PILOT and MSA payment for the proposed development:

Pinery Park 2024 Real Estate Tax	\$208,306
Pinery Pary Year 1 Development Projected Revenue	\$1,717,668
1% PILOT	\$17,177
3% MSA	\$51,530
Combined Proposed Pinery Payment 2024	\$68,707

PILOT transferability

The rehabilitation and development plan for the property would require a transfer in property ownership for the new financing structures. Therefore, it is requested that the PILOT and MSA ordinances for the property allow for transferability of the agreement to the new ownership entity(ies) as required for structured financing.

Pinery Park Preservation and Expansion – Twin Deal Context & Overview

The proposed development plan utilizes a 9%/4% LIHTC twinning strategy to both preserve the existing 105 senior units and increase the supply of affordable family units through a new 37-unit construction family community. The project will increase the total number of affordable units at the site from one hundred twenty-five units (125) to one hundred forty-two units (142).

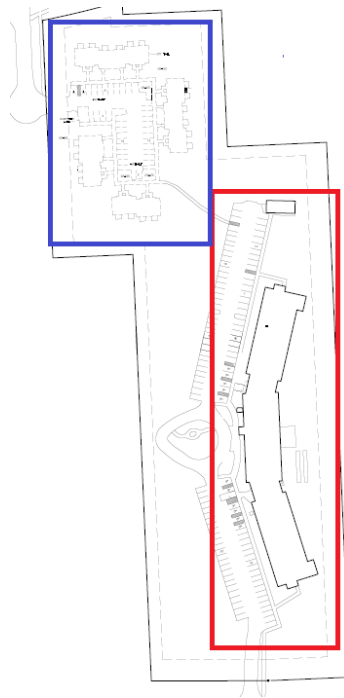
If the property receives the LIHTC financing, the property name would transition from Pinery Park Apartments into two separate property names; one for each multifamily building while keeping the

same parcel number to encompass both properties. The new property names would Pinery Park Senior Apartments and Pinery Park Family Apartments.

The 4% LIHTC bond transaction will finance a substantial renovation of the existing senior multifamily building located on the southern end of the property. Below is a layout of the overall site with the two existing product types in boxes as labeled.

Red Box – Existing Senior Multifamily

Blue Box – Existing Family Townhome



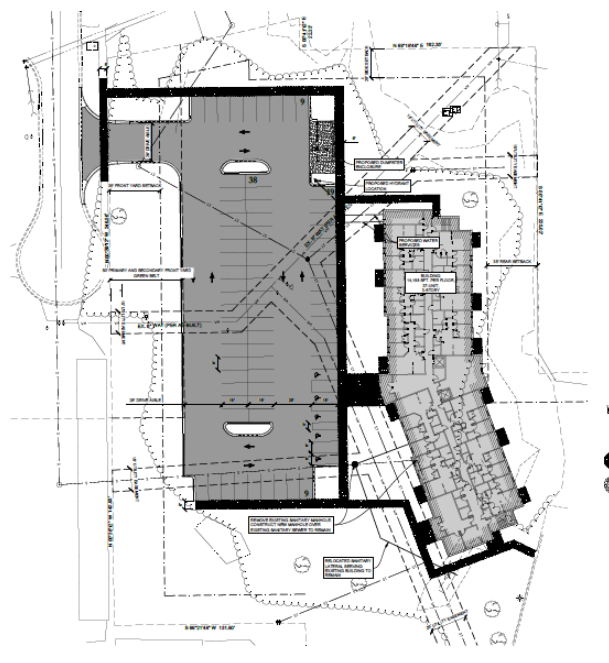
The 4% transaction is proposed as a pass-through bond structure, utilizing an immediate Freddie TEL permanent financing. Currently, all project gaps are projected to be filled by seller and owner contributions. The LIHTC transaction would allow for comprehensive rehabilitation, addressing critical building upgrades to outdated construction practices and materials and stabilize core systems while providing modernized unit interiors and enhanced quality of life for the seniors. The picture below provides an example of an impact of the outdated construction techniques and the need for proper weather barrier installation and roofing upgrades at the building to ensure safety of the residents and longevity of the affordable housing resource.

The 9% transaction will involve demolition of the existing 20 townhomes on the northern portion of the site and construction of a new 37-unit multifamily building, increasing both quality and quantity of affordable units . In addition to new units, the building will add additional community space and site amenities. The table below outlines the proposed new site unit mix:

	1bd	2bd	3bd	Total
Senior Building – 4%	99	6		105
Family Building – 9%	12	19	6	37

The existing Sec 8 HAP contract will be bifurcated and the former 20 townhome unit portion of the contract will be assigned to the new 37 unit building, leaving 17 LIHTC only units in the building. During the construction period, pass-through leases will be obtained from HUD for the townhome units which will allow for the continuation of subsidy payments during construction and support temporary relocation activity.

The below picture plan shows the new site layout for the northern portion (blue box area from above) of the site:



APPLICATION FOR PAYMENT IN LIEU OF TAXES (PILOT)

PROJECT NAME:	Pinery Park Apartments	
PILOT PERIOD REQUESTED:	20	Years (Should match term of qualifying mortgage)
NUMBER OF PARCELS IN PROJECT AND PARCEL NUMBERS:	1 parcel; PPN 41171125051	Number of Parcels and Parcel Numbers
APPLICATION TYPE: (Check all that apply)	<input checked="" type="checkbox"/> NEW PROJECT <input checked="" type="checkbox"/> RESTRUCTURE OF PROJECT FINANCING <input type="checkbox"/> CHANGE IN OWNERSHIP	
PILOT Percentage Requested:	1% PILOT, 3% MSA	

A. OWNERSHIP INFORMATION

NAME OF OWNERSHIP ENTITY:	Pinery Park Apartments Limited Dividend Housing Association, LLC
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TYPE OF OWNERSHIP:	<input type="checkbox"/> LIMITED DIVIDEND HOUSING ASSOCIATION
	<input type="checkbox"/> QUALIFIED NONPROFIT HOUSING CORPORATION
	<input type="checkbox"/> CONSUMER HOUSING COOPERATIVE
	<input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY OR CORPORATION
	<input type="checkbox"/> OTHER: (DESCRIBE)

DEVELOPER/SPONSOR:	GL Holdings LLC
DEVELOPER ADDRESS:	4530 E Thousand Oaks Blvd, Suite 100 Westlake CA 91362

CONTACT PERSON:	James Crowder
TELEPHONE:	805.413.0604
EMAIL:	james.crowder@ccinvest.com

B. CITY APPROVALS NEEDED

PLANNING COMMISSION	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE
	STATUS:
ZONING BOARD OF APPEALS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE
	STATUS:
OTHER:	STATUS:
EXPECTED PROJECT START DATE:	
EXPECTED PROJECT COMPLETION DATE:	

C. PROJECT INFORMATION

Project Address:	2300 Newstead Ave SW, Wyoming MI 49509
General Location (e.g. cross streets)	On Newstead Avenue, between Alger St SW and Michael Ave SW
Is Project located in a Renaissance Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is Project located in a Neighborhood Enterprise Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is Ownership Entity able to demonstrate site control?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Note: Project is not eligible for PILOT if Ownership Entity is not able to demonstrate site control. Site control is demonstrated through ownership, purchase/option agreement, etc. Contact the Community and Economic Development Department with questions regarding sufficient documentation.

Provide a complete description of the project including the parties involved, necessary background information, number of parking spaces being provided, and any special certification (e.g. LEED) the project will target. (Provide attachment if necessary)

Please see Project Narrative attachment

If project financing is being restructured, detail all physical improvements to the project completed within the last five (5) years and any planned improvements. (Provide as attachment if necessary)

Please see Physical Improvements attachment

D. BUILDING INFORMATION

Building Type (e.g. single/multi-family, number of floors)	Multifamily and Townhome
Total Number of Units:	125(existing) , 142 (potential)
Number of Rent Restricted Units:	125 (existing) 142 (potential)
Number of Market Rate Units:	0
Total Number of Barrier-Free Units:	
Target Demographic(s) (seniors, families, persons with disabilities)	Seniors and Family

Transitional Housing for Homeless Project	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Emergency Shelter Project	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Targeted Income (% of Area Median Income)	Proposed: 105 units – 60%;
Residential Space Square Footage:	91,255 (existing) ; 98,194 (potential)
Non-Residential (N/R Space):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Square Footage (of N/R Space):	4,780 (existing), 13,831 (potential)
Use (of N/R Space):	Community rooms, offices, storage, lobby, hallways
Zone District:	R-4

Describe how the project will fit into the neighborhood:

The existing residential community was built in 1979 and has been an integrated part of the community for over four decades. The potential new project will bring updates to the senior building but will not change the existing character of the building and the potential new multifamily family building is being designed to height standards consistent with the existing zoning and in a style that captures the neighborhood character in present day.

Provide neighborhood feedback regarding any proposed new construction:

N/A

E. UNIT INFORMATION

Unit Type	Number of Units (existing)	Number of Units (potential)	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)	
				Restricted Rate (potential w/o Sec 8)	Market Rate *
Rent Restricted Units					
1-Bedroom	99	111	633(existing) 637 (potential)	\$1,108; \$1,010 w/ \$98 UA	\$1,310
2-Bedroom	20	25	1047(existing) 818(potential)	\$1,505; \$1,350 w/\$155 UA	\$1,595
3-Bedroom	6	6	1275(existing) 1060 (potential)	\$1,570 \$1413 w/\$157 UA	\$2,067
Subtotal	125	142			

*The expected market rate for the rent restricted unit. The information is used for comparison purposes. **Note: The Restricted rate and Market rate listed are for the potential units that will not contain project-based subsidy from HUD. All 125 existing units and 125 of 142 of the potential units will have project-based rent subsidy from HUD. Tenants for those units are only required to pay up to 30% of their income towards the rental rate. The tenants in those 125 units are typically contributing rent less than 30% of the actual restricted rate from their income.**

Provide a description of the units in the project:

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)
Market Rate Units	N/A	N/A	N/A
0-Bedroom			
1-Bedroom			
2-Bedroom			
3-Bedroom			
4-Bedroom			
5-Bedroom			
Subtotal	0		
Total	0		

F. PROJECT FINANCING

Federally aided Mortgage, Advance, or Grant	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

State-aided Mortgage, Advance, or Grant	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

City-aided Mortgage, Advance, or Grant	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

Low Income Housing Tax Credits (LIHTC)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of Loan/Credit Program	Term of Financing	Amount
9% LIHTC credits		\$13,693,630
4% LIHTC credits		\$6,543,489
4% Bonds (estimated bond issuance – that will be a back to back with a private Freddie MAC loan)		\$6,760,000

LIHTC Application Date:	Oct 1 2025
LIHTC Status:	Existing units not subject to LIHTC, All potential units would be subject to LIHTC
Initial Use Commitment in LIHTC Application:	15 Years
Extended Use Commitment in LIHTC Application:	30 Years
Total Length of Affordability Commitment in LIHTC Application:	45 Years

Contact Person for Qualifying Federal or State Financing:	Elizabeth Rademacher LIHTC credits
Phone Number:	517.290.6732
Email:	Rademachere3@michigan.gov

Description and status of other (private) financing:	The potential substantial renovation and new construction LIHTC project are anticipated to use Freddie Mac Tax -exempt Loan debt for renovation of the senior building and Freddie Mac forward permanent financing for the new construction financing. In addition to that private debt, the owner is committing a seller note towards the property acquisition costs as well as deferred developed fee notes, and sponsor notes that will be funded from their paid developer in order to fill the financial gaps to achieve the substantial property and community improvements.
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Description why PILOT is necessary:	The project's restricted Section 8 rents do not allow for owner discretion in increasing rents to meet expenses. The owner has been funding critical repairs from capital contributions, but there is not a sustainable path to stabilize the operations of the property given other rising fixed costs without a reduction in taxes. The PILOT allows for revenue for needed capital projects for the existing project. The PILOT also allows for potential debt financing structure in the context of a LIHTC transaction that would bring in substantial capital for a comprehensive renovation and new construction updates when added to owner financial notes and contributions. The PILOT is critical for avoiding deterioration of the existing affordable housing resource and opens the door for substantial improvements for resident living conditions.
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G. ADDITIONAL INFORMATION

Attach the following required documents to this application.

- Ownership Entity Organizational Documents
- Description of Project
- Legal Description of property (electronic version should be available on request)
- Evidence of Site Control
- Statement of Development Team Experience (be specific)
- Sources and Uses Statement (indicate if the funding is committed or pending)
- Operating Proforma (highlighting PILOT contribution to project)
- Financing Mortgage

- Financing Note
- Financing or Development Agreement/Copy of Regulatory Agreement
- Location Map of Project Parcels
- Property Manager Portfolio (of properties)
- Capital Improvements Schedule
- Other Attachment (Describe)


Provide explanation below if any required documents are unavailable at the time of this application.

Please see narrative provided in other attachments.

The applicant is responsible for providing written notification to the Community and Economic Development of any change in the information contained in this application or its attachments as soon as the applicant becomes aware of the change.

The City reserves the right to request additional information and/or supporting documentation related to this application.

The undersigned hereby attests that to the best of his or her knowledge the information presented herein, including the attachments, is true and correct.



Date: 8/11/25

Signature of Authorized Representative

Name: James Crowder

Title: EVP, Acquisitions and Asset Management