

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JUNE 2, 2025, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Vanessa Alvarez, Amazing Church Michigan
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**
From the May 19, 2025 Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 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
- 12) Budget Amendments**
- 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.
 - a) Of Appreciation to Daniel Larabel for His Service as a Member of the Parks and Recreation Commission of the City of Wyoming
 - b) Of Appreciation to Meagan Roche for Her Service as a Member of the Parks and Recreation Commission of the City of Wyoming
 - c) To Confirm the Appointment of Matthew Jemilo as a Member of the Parks and Recreation Commission for the City of Wyoming
 - d) To Reappoint Bruce Robey to the Housing Commission for the City of Wyoming

- e) To Appoint and Reappoint Members to the Community Development Committee and Parks and Recreation Commission for the City of Wyoming

14) Resolutions

- a) To Authorize the City Manager to Extend the Employment Agreement with Part-time Legal Counsel

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

- a) To Approve Change Order #2 From DeZURIK, Inc. for the Third Water Transmission Main
- b) For the Purchase of a Portable Refrigerated Sampler
- c) For Sanitary Sewer Lift Station Technical Upgrades
- d) For the Purchase of Traffic Signal Equipment and Illuminated Street Signs
- e) For the Purchase of Two Trailer Mounted Lighted Arrow Boards
- f) To Authorize the City Manager and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Construction of a Non-motorized Trail from Pinery Park to Burton Street and Clyde Park Avenue
- g) To Authorize Pavement Preservation Treatments
- h) To Approve Payment of Annual Fees for Renewal of Computer Hardware and Software License and Maintenance Agreements
- i) To Accept a Quote for the Purchase of Network Switching Equipment
- j) To Accept a Quote from Dell Technologies for Desktop and Laptop Computers
- k) To Accept a Proposal from Pontifex Consulting Group, LLC to Conduct a Compensation and Classification Study
- l) For the Purchase of Library Information Desk Furniture
- m) To Approve a Quote for the Purchase of Key Security Boxes and Related Accessories
- n) To Authorize the Purchase of Body Worn Cameras, In-car Cameras, Tasers, and Technology Upgrades
- o) For Award of Bids
 - 1. Hose, Ladder, Aerial, and Platform Testing
 - 2. Wyoming Library Boiler Replacement
 - 3. Hach Laboratory Testing Products
 - 4. IDEXX Laboratory Testing Supplies
 - 5. Laboratory Sample Bottles
 - 6. Drying Bed Residual Solids Disposal

16) Ordinances

- 7-25 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (146) to Rezone 211 36th Street SW from P-1 Vehicular Parking District to B-2 General Business District (Final Reading)
- 8-25 To Amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU)”, 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (Cs)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-2100 “Applicability”
- 9-25 To Amend Zoning Code Sections 90-308 “Designation of Front on Corner and Double Frontage Lot”, 90-309 “One Single-family, Dwelling per Lot”, 90-312

“Fences, Walls, and Other Protective Barriers”, 90-328 “Landscaping”, 90-404A “Specific Requirements”, 90-409A “Specific Requirements”, 90-414A “Specific Requirements”, 90-420A “Specific Requirements”, 90-426A “Specific Requirements”, 90-435A “Specific Requirements”, 90-440A “Specific Requirements”, 90-2012 “Projecting Signs”

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 reunión para hacer arreglos para el alojamiento apropiado.

RESOLUTION NO. _____

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

WHEREAS:

1. Daniel Larabel has served faithfully and effectively as a member of the Parks and Recreation Commission since 2018.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO MEAGAN ROCHE FOR HER SERVICE
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
OF THE CITY OF WYOMING

WHEREAS:

1. Meagan Roche has served faithfully and effectively as a member of the Tree Commission since 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Meagan Roche for her dedicated service as a member of the Tree Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF MATTHEW JEMILO
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. Matthew Jemilo has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in an expired term ending June 30, 2028 on the Parks and Recreation Commission.
3. It is the desire of the City Council that Matthew Jemilo be appointed to a regular term ending June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Matthew Jemilo as a member of the Parks and Recreation Commission for the regular term ending June 30, 2028.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT BRUCE ROBEY TO THE HOUSING COMMISSION FOR
THE CITY OF WYOMING

WHEREAS:

1. The term of office for Bruce Robey on the Housing Commission expires on June 30, 2025.
2. It is the desire of the City Manager that Bruce Robey be reappointed to the Housing Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for member Bruce Robey for the Housing Commission.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION OR COMMITTEE

TERM ENDING

Housing Commission

Bruce Robey

06/30/2030

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO THE COMMUNITY
DEVELOPMENT COMMITTEE AND PARKS AND RECREATION COMMISSION FOR
THE CITY OF WYOMING

WHEREAS:

1. It is the desire of the City Council that members are appointed, and reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council agrees to waive its policy on term limits for member Lillian Cummings-Pulliams on the Parks and Recreation Commission.
2. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

BOARD, COMMISSION OR COMMITTEE

TERM ENDING

Community Development Committee

Jonathan Cauchi

06/30/2027

Ryan Quanstrom

06/30/2027

Juan Rosario

06/30/2027

Parks and Recreation Commission

Lillian Cummings-Pulliams

06/30/2028

Lee Ann Platschorre

06/30/2028

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXTEND THE EMPLOYMENT
AGREEMENT WITH PART-TIME LEGAL COUNSEL

WHEREAS:

1. An employment agreement exists between the City Manager and Part-Time Legal Counsel and was amended on March 31, 2025.
2. The term of the amended employment agreement expires no later than May 31, 2025.
3. Part-time legal counsel is actively working with staff and external contacts to finalize projects and agreements.
4. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
5. The City Manager desires to extend the Part-Time Legal Counsel employment agreement with Scott Smith and recommends City Council approve the extension.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Manager is authorized to execute an extension to the employment agreement with Part-Time Legal Counsel.

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 June 2, 2025.

Kelli A. VandenBerg, City Clerk

ATTACHMENT:
Employment Agreement Amendment – Part-Time Legal Counsel

Resolution No. _____

CITY OF WYOMING
AMENDMENT TO EMPLOYMENT AGREEMENT – PART TIME LEGAL COUNSEL

The City of Wyoming (City) and Scott G. Smith, Part Time Legal Counsel (Employee), agree to amend Employee's Employment Agreement made as of January 21, 2025 (the Employment Agreement) with this Amendment (Amendment).

1. **Term.** The Employment Agreement is amended to terminate no later than June 29, 2025.
2. **Other Terms.** All other provisions of the Employment Agreement are unchanged by this Amendment and remain in effect.
3. **Effective Date.** This Amendment is effective retroactively to June 1, 2025.

CITY OF WYOMING

Scott G. Smith

By: _____
John Shay, City Manager

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER #2 FROM DEZUIRK, INC.
FOR THE THIRD WATER TRANSMISSION MAIN

WHEREAS:

1. On September 16, 2024, City Council adopted Resolution #28187 approving the third water transmission main contracts.
2. As detailed in the attached staff report, it is recommended City Council approve change order #2 from DeZURIK, Inc. in the amount of \$1,212,839.09.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves change order #2 from DeZURIK, Inc. for the third water transmission main.
2. City Council authorizes the City Manager to sign the change order.

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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter

Change Order #2

Resolution No. _____

STAFF REPORT

Date: May 21, 2025
Subject: DeZURIK Valve Purchase Contract Change Order
From: Jaime Fleming, Drinking Water Plant Superintendent
CC: Aaron Vis, Director of Public Works
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended that City Council approve a change order with DeZURIK for the purchase of three valves for the Surge Suppression System of the Third Transmission Main Project in the amount of \$1,212,839.09, for an adjusted total contract amount of \$2,377,177.09.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - Goal 3- Improve City Infrastructure and Service Reliability
 - Objective 1 – Complete the Third Transmission Main

DISCUSSION:

The City is currently under contract with DeZURIK for the purchase of large diameter valves for the Third Transmission Main. Since the time of procurement of those valves, the Surge Suppression System has been in the engineering and design process. That process is now nearly complete, and the style and size of valves have been identified.

The valves have a long lead time for manufacturing and delivery and must be on-site for installation in coordination with the final stages of construction of the pipeline. The Surge Suppression System must be functional before the Third Transmission Main can be put into service.

To expedite the procurement process, a quote was requested from DeZURIK to include these additional valves in their existing purchasing contract. The quote pricing is in line with their bid pricing from last year, with minimal adjustment for recent inflationary factors.

BUDGET IMPACT:

Current Contract Value:	\$1,164,338.00
Change Order #2 Value:	<u>\$1,212,839.09</u>
Adjusted Contract Value:	\$2,377,177.09

Adequate funds exist in the Water Fund capital outlay account 572-537-57300-986.444.

Attachments:

Valve Procurement Change Order #2
Change Order Recommendation Letter

May 21, 2025
2180630

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

RE: Water Transmission Main No. 3, Phase 1
DeZURIK Purchasing Contract Change Order

Dear Jaime:

As you are aware, the City is currently under contract with DeZURIK for the purchase of large diameter valves required for Phase 1 of the Water Transmission Main No. 3 (3TM). The current purchasing contract with DeZURIK includes (6) 60" butterfly valves, (2) 54" butterfly valves, and (2) 42" double metal-seated ball valves required for construction of the transmission main piping.

As part of the 3TM project, a surge suppression system at the Drinking Water Plant must also be constructed. The surge suppression system must be operational prior to completion of Phase 1 of the 3TM, which is scheduled for April 2027. Design of the surge suppression system has been substantially complete and requires purchase of (2) 42" double metal-seated and (1) 48" double metal-seated ball valves.

To expedite the valve purchase and reduce lead times, a quote was requested from DeZURIK to include additional valves in their current purchasing contract. The pricing received was in line with last year's bid pricing with some adjustment for recent inflationary factors. Below is a summary of the proposed change to the purchasing contract.

Current Contract Value	\$1,164,338.00
Change Order No. 2	\$1,212,839.09
Adjusted Contract Value	\$2,377,177.09

The DeZURIK team is currently tracking to deliver valves for the 3TM project on-time and has committed to providing these additional valves by the milestone dates in Bulletin No. 1. The Bulletin No. 1 milestone dates will allow completion of the surge suppression system within the required overall project timeline.


After review with the project team, we recommend the approval of Change Order No. 2 with DeZURIK in the amount of \$1,212,839.09.

Ms. Fleming
May 21, 2025
Page 2

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

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

MRP/spt

Enclosure(s): Change Order No. 2

CHANGE ORDER NO.: 2

Owner: City of Wyoming
 Engineer: Prein&Newhof
 Contractor: DeZURIK
 Project: Water Transmission Main No. 3, Phase 1
 Contract Name:
 Date Issued: 6/2/2025
 Effective Date of Change Order: 6/2/2025
 The Contract is modified as follows upon execution of this Change Order:

Description:

Surge Tank Valves - (2) 42" and (1) 48" double-seated, metal-seated AWWA C504 ball valves per Bulletin No. 1 and attached quotation

Attachments:

See Attached Detail Sheets

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,239,250.00	Original Contract Times: Substantial Completion: Per Addendum to City Ready for final payment: Purchasing Contract
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ (74,912.00)	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 1,164,338.00	Contract Times prior to this Change Order: Substantial Completion: Per Addendum to City Ready for final payment: Purchasing Contract
[Increase] [Decrease] this Change Order: \$ 1,212,839.09	[Increase] [Decrease] this Change Order: Substantial Completion: Bulletin No. 1 Ready for final payment: Bulletin No. 1
Contract Price incorporating this Change Order: \$ 2,377,177.09	Contract Times with all approved Change Orders: Substantial Completion: Bulletin No. 1 Ready for final payment: Bulletin No. 1

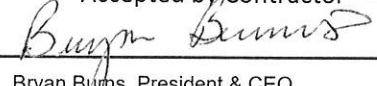
Recommended by Engineer (if required)

By:  Digitally signed by Steve Taplin
 DN: C=US
 E=staplin@preinnewhof.com,
 O=Prein&Newhof, CN=Steve Taplin
 Date: 2025.05.21 13:16:33-04'00'
 Title: **Steve Taplin**
 Date:

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor DeZURIK, Inc.

By:  _____
 Title: Bryan Burns, President & CEO
 Date: May 20, 2025

Approved by Funding Agency (if applicable)

By: _____
 Title: _____
 Date: _____

DeZURIK QUOTATION



To: KENNEDY INDUSTRIES INC
PO BOX 930079
WIXOM MI 48393
United States

Date of Quote: 03/13/2025

Quote Number: QUO178421

Project Name: Wyoming Surge Suppression System

Invoice Terms: Net 45

I.D. (Rep. Use):

Days Valid: 30 day(s)

Line of Business: 4952 Sewage 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		2	9743544 VBL,42,DS,F1,DI,250,ML-DIS5-S2,DTR*X*CC0519 Lead Time: 52 week(s) Style: VBL - AWWA Metal Seated Ball Valve (VBL) Size: 42 - 42 Inch (1100mm) Body Style: DS - Double Seated End Connection: F1 - Flanged Drilling; ASME Class 150 Body Material: DI - Ductile Iron Cold Working Press: 250 - Class 250 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 - Enter your modification here Weight (Approx): 15076 lbs/ 6839 kgs Max Temperature: 450 Degrees F. Max Valve Pressure: 300 psig	\$336,583.86	\$673,167.72

DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Modification: CC0519 - 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON INTERIOR WITH STANDARD (SP10) SURFACE PREP., 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON EXTERIOR WITH STANDARD (SP10) SURFACE PREP., ENGS EXTENSION, C/L OF VALVE TO TOP OF NUT = 120", CERTIFICATE OF MATERIAL COMPLIANCE TO PURCHASE ORDER, ROTORK IW12/IR4/AS5 2372:1 FA48 600MM HANDWHEEL WITH 2" NUT PER QUOTE CUS098687-00-3, MFILE 26539., TROY VALVE POSITION INDICATOR VALVE BOX ADAPTOR, INDICATE 593 TURNS TO OPEN, PER DRAWING API_OP9FB., LETTER FROM THE MANUFACTURER STATING THAT THE PERFORMANCE AND MATERIAL REQUIREMENTS FOR THE VALVE FULLY COMPLY WITH THE SPECIFICATIONS., SHOP TESTING PROCEDURE, INCLUDING HYDROSTATIC AND LEAKAGE TESTS AND RESULTS TO BE SENT PRIOR TO SHIPMENT., CERTIFIED PHYSICAL AND CHEMICAL TEST REPORTS PER SPEC QY00064		
2		1	9XXXXXX VBL,48,DS,F1,DI,250,ML-DIS5-S2,DTR*X*CC0519 Style: VBL - AWWA Metal Seated Ball Valve (VBL) Size: 48 - 48 Inch (1200mm) Body Style: DS - Double Seated End Connection: F1 - Flanged Drilling; ASME Class 150 Body Material: DI - Ductile Iron Cold Working Press: 250 - Class 250 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 - Enter your modification here Weight (Approx): 15125 lbs/ 6861 kgs Max Temperature: 450 Degrees F. Max Valve Pressure: 300 psig	\$539,671.37	\$539,671.37

DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Modification: CC0519 - 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON INTERIOR WITH STANDARD (SP10) SURFACE PREP., 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON EXTERIOR WITH STANDARD (SP10) SURFACE PREP., ENGS EXTENSION, C/L OF VALVE TO TOP OF NUT = 120"., CERTIFICATE OF MATERIAL COMPLIANCE TO PURCHASE ORDER, ROTORK IW12/IR4/AS5 2372:1 FA48 600MM HANDWHEEL WITH 2" NUT PER QUOTE CUS098687-00-3, MFILE 26539., TROY VALVE POSITION INDICATOR VALVE BOX ADAPTOR, INDICATE 593 TURNS TO OPEN, PER DRAWING API_OP9FB., LETTER FROM THE MANUFACTURER STATING THAT THE PERFORMANCE AND MATERIAL REQUIREMENTS FOR THE VALVE FULLY COMPLY WITH THE SPECIFICATIONS., SHOP TESTING PROCEDURE, INCLUDING HYDROSTATIC AND LEAKAGE TESTS AND RESULTS TO BE SENT PRIOR TO SHIPMENT., CERTIFIED PHYSICAL AND CHEMICAL TEST REPORTS PER SPEC QY00064		
3		2	9XXXXXX VBL,20,DS,F1,DI,250,ML-DIS5-S2,DTR*X*CC0519 Style: VBL - AWWA Metal Seated Ball Valve (VBL) Size: 20 - 20 Inch (500mm) Body Style: DS - Double Seated End Connection: F1 - Flanged Drilling; ASME Class 150 Body Material: DI - Ductile Iron Cold Working Press: 250 - Class 250 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 - Enter your modification here Weight (Approx): 2973 lbs/ 1349 kgs Max Temperature: 450 Degrees F Max Valve Pressure: 300 psig	\$107,248.75	\$214,497.50

DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Modification: CC0519 - 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON INTERIOR WITH STANDARD (SP10) SURFACE PREP., 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON EXTERIOR WITH STANDARD (SP10) SURFACE PREP., ENDS EXTENSION, C/L OF VALVE TO TOP OF NUT = 120", CERTIFICATE OF MATERIAL COMPLIANCE TO PURCHASE ORDER, ROTORK IW12/IR4/AS5 2372-1 FA48 600MM HANDWHEEL WITH 2" NUT PER QUOTE CUS098687-00-3, MFILE 26539., TROY VALVE POSITION INDICATOR VALVE BOX ADAPTOR, INDICATE 593 TURNS TO OPEN, PER DRAWING API 609FB., LETTER FROM THE MANUFACTURER STATING THAT THE PERFORMANCE AND MATERIAL REQUIREMENTS FOR THE VALVE FULLY COMPLY WITH THE SPECIFICATIONS., SHOP TESTING PROCEDURE, INCLUDING HYDROSTATIC AND LEAKAGE TESTS AND RESULTS TO BE SENT PRIOR TO SHIPMENT., CERTIFIED PHYSICAL AND CHEMICAL TEST REPORTS PER SPEC QY00064		
Total					\$1,427,336.69

\$1,212,839.09

*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.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
A PORTABLE REFRIGERATED SAMPLER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from HESCO dba Teledyne Isco for the purchase of a portable refrigerated sampler in the total estimated amount of \$9,117.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a portable refrigerated sampler from HESCO dba Teledyne Isco.
2. 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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: May 20, 2025
Subject: Portable Refrigerated Sampler Purchase
From: Lisa Bartrum, Environmental Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended City Council accept the quote for the purchase of a Teledyne ISCO BLZZRD portable refrigerated sampler from HESCO in the amount of \$9,117.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Wastewater Treatment Plant's Environmental Services Division utilizes portable refrigerated samplers to collect wastewater samples for the Wastewater Treatment Plant itself and for industrial users within the collection system as part of the Industrial Pretreatment Program. This refrigerated sampler takes samples at defined frequencies and stores this liquid at a specified temperature in order to meet EPA analytical method requirements. Two portable refrigerated samplers are maintained for such purposes.

One of these samplers has lost its refrigeration unit and cannot be repaired. To ensure there is not a loss of monitoring ability, it is prudent to purchase a second unit.

HESCO is the exclusive Michigan distributor of Teledyne ISCO products that contain the BLZZRD model sampler. The other refrigerated, and all other non-refrigerated samplers utilized by Environmental Services are the Teledyne ISCO brand, and therefore all sampler components are compatible with each other. To purchase a refrigerated sampler from a different manufacturer would require the purchase of additional components such as collection bottles, tubing, batteries and transportation carts and these appurtenances would not be compatible with the remainder of the

sampling devices. Therefore, it is recommended to accept the quote from HESCO in the amount of \$9,117.00.

BUDGET IMPACT:

Adequate funds exist in Sewer Fund account #590-536-54400-986.444

Attachment:
Quote



QUOTE



Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377
Phone: (586) 978-7200
hesco-mi.com

TO: Lisa Bartrum
City of Wyoming
1155 28th Street SW
Wyoming MI 49509

Tuesday, May 20, 2025

QUOTE #: QUOTE 5053-1
SALESPERSON: Mitch Livingston

bartruml@wyomingmi.gov

HESCO Sales Quote

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1.00	68-2964-000 BLZZRD Sampler for AC (120/240Vac) or external DC (12 V) powered applications, with attached North American AC power cord and 240Vac adaptor included. Includes two pump tubes, 12 VDC power cable with heavy-duty battery clips	1	EA	8,528.00	\$8,528.00
2.00	Domestic Shipping & Handling Fees for each Refrigerated Sampler (Models: Glaciers, Avalanches, Century)	1		589.00	\$589.00
SUBTOTAL:					9,117.00
MI SALES TAX:					0.00
TOTAL:					9,117.00

Ship Via:	Best Way FOB Factory	Shipping Terms:	Included as Line Item
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Payment Terms:	Net 30	Quote Valid Through:	06/19/2025
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Lead Time:	4-5 weeks
Credit Card Payment:	A service charge of 4% will be applied to all credit card purchases

If favored with a Purchase Order, please issue it to:

Teledyne Isco
PO Box 82531
Lincoln, NE 68501

and email it to the HESCO Salesperson listed above, for order entry and processing.

Thank you!

END QUOTE

Approved as to form:

Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION FOR SANITARY SEWER
LIFT STATION TECHNICAL UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Tetra Tech to perform technical programming conversion services in the amount of \$136,000.00.
2. It is also recommended City Council award a bid from Commerce Controls Incorporated in the total estimated amount of \$127,964.00.
3. It is recommended City Council authorize an approximate 5% contingency for the project.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts the proposal from Tetra Tech to perform technical programming conversion services.
2. City Council awards a bid from Commerce Controls Incorporated.
3. City Council authorizes a 5% contingency.
4. City Council authorizes the City Manager to sign the associated contracts.
5. City Council authorizes the City Manager to approve future change orders within the contingency.
6. 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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: May 20, 2025

Subject: Sanitary Sewer Lift Station Technical Upgrades

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: June 3, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Tetra Tech to perform technical programming conversion services in the amount of \$136,000.00, award the bid from Commerce Controls Incorporated in the amount of \$127,964.00, authorize the City Manager to sign the associated contracts, and approve an approximate 5% contingency for a total project not-to-exceed amount of \$277,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming's collection system includes eleven lift stations that pump sewage to the Wastewater Treatment Plant. These stations are monitored and controlled by computerized devices that have reached the end of their useful life and require an upgrade.

On December 2, 2024, City Council approved Resolution No. 28240, awarding Tetra Tech a contract to provide engineering services for designing these upgrades. Project specifications were developed with input from utility staff and distributed to four qualified bidders. Three bids were received on May 13, 2025, as summarized in the bid tabulation below.

Following a thorough review, Commerce Controls was identified as the lowest qualified bidder. Known for their expertise in for these types of upgrades, they are recommended by both utility staff and Tetra Tech.

In addition to hardware upgrades, programming conversion services are also required to ensure compatibility with existing systems. Tetra Tech was asked to submit a proposal for this work, since they were the original designer of the WWTP technical system and have been instrumental in designing, programming, and implementing the system for over 25 years. Their

in-depth familiarity with the lift stations, technical infrastructure, and WWTP operations makes them a logical and cost-effective choice.

Therefore, it is recommended that the City Council accept the proposal from Tetra Tech to perform technical programming conversion services in the amount of \$136,000.00, award the bid from Commerce Controls Incorporated in the amount of \$127,964.00, and approve an approximate 5% contingency for a total project not-to-exceed amount of \$277,000.00.

TABULATION:

Bidder Name	Bid Amount
Commerce Controls Incorporated	\$127,964.00
Apex Controls, LLC	\$136,205.00
Buist Electric, Inc	\$143,636.00

BUDGET IMPACT:

Adequate funds have been budgeted for and exist in the Sewer Fund account 590-441-54400-972.544.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
TRAFFIC SIGNAL EQUIPMENT AND ILLUMINATED STREET SIGNS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Carrier & Gable, Inc. for the purchase of traffic signal equipment and illuminated street signs through June 1, 2026.
2. It is estimated the City will spend approximately \$200,000 on traffic signal equipment and illuminated street signs.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of traffic signal equipment and illuminated street signs from Carrier & Gable, Inc.
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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: May 19, 2025

Subject: Authorization to Purchase of Traffic Signal Equipment and Illuminated Street Signs

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended the City Council accept a quote and authorize the purchase of traffic signal equipment and illuminated street signs at the included unit prices from Carrier & Gable, Inc. through June 1, 2026.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Carrier & Gable, Inc. offers a wide variety of traffic signal equipment, including (but not limited to) boxes, circuit controllers, brackets, hardware, etc., and is the sole source provider in Michigan for this equipment.

The attached contract identifies the unit prices by which the City can purchase these items from Carrier & Gable, Inc., through June 1, 2026.

BUDGET IMPACT:

It is expected that the City will purchase approximately \$200,000 of equipment for the year. Sufficient funds are available in the Major Streets Fund, Traffic Maintenance Account No. 202-441-47400-775.000.

Attachment:
Contract

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: June 3, 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:

Carrier & Gable, Inc.
[Name of supplying entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
24110 Research Dr
[Supplier's street address]
Farmington Hills, MI 48335
[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: See Pro

This contract and pricing expires on June 1, 2026. Supplier shall not submit invoices totaling more than \$200,000.00 before June 1, 2026.

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:

Heather Chapman

Heather Chapman, Deputy City Attorney

Carrier & Gable, Inc.

By: Joseph A. Ropes
[Signature officer, director, or principal of Supplier]
JOSEPH A. ROPES
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: 5-20, 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 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 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
Proposal

**CARRIER & GABLE, INC.**

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX
www.carriergable.com

SALES QUOTE

Page: 1

Sales Quote WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodas
Terms: NET 30 DAYS

Sell

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

Ship

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

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No:
Shipment Within: Intersection: 2025/26 WYOMING ANNUAL CONTRACT
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
PRICES VALID 06/01/25 TO 06/01/26					
ITEM 10					
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	20,592.00	20,592.00
101-2340	CABINET M30 4PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		8		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
***** END of KIT *****					
ITEM 11					
101ACP4416LSSPR	CABINET ASSY, P44 16PH MDOT		1	23,503.75	23,503.75
101-2341	CABINET P44 16PH BIU WR MDOT PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		

**CARRIER & GABLE, INC.**

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 2

Sales Quote WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

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

Ship

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

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection: 2025/26 WYOMING ANNUAL CONTRACT
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-2956	SDLC HUB, 7 CONNECTOR		1		
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	***** END of KIT *****				
	ITEM 12				
101ACP4416LSPRITS	CABINET ASSY, P44 16PH MDOT ITS		1	25,056.75	25,056.75
101-2346	CABINET M36 8PH PM BIU WR MDOT ITS PGW		1		
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		12		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21X8XPL		4		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	***** END of KIT *****				
	ITEM 13				
100-1000	C&G TECH SERVICES MISC		1		
	ITEM 20				
101ACP4416LSPRITS	CABINET ASSY, P44 16PH MDOT ITS		1	25,268.75	25,268.75
101-2343	CABINET P44 16PH BIU WR MDOT PGW ITS CMB		1		

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SALES QUOTE

Page: 3

Sales Quote WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

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

Ship

To: WYOMING, CITY OF
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ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
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Shipping Terms: Project City:
Project County:
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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		16		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXL-		6		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
157-1005	ANCHOR BOLT 3/4" X 39" X 3"		4		
	***** END OF KIT *****				
	ITEM 35				
160-4401	DETECTOR, 4 CH RACK ORACLE 4E		1	465.00	465.00
	ITEM 40				
105CABFDN	CABINET EXTENSION BASE/FDN ASSEMBLY		1	658.75	658.75
101-2620	BASE EXTENSION, 15" P44 MDOT GREY		1		
207-1000	HARDWARE, CABINET BASE (SET OF 4)		1		
	***** END OF KIT *****				
	ITEM 50				
101-2622	BASE EXTENSION, 15", M30 GREY		1	556.00	556.00
	ITEM 60				
101NF160	KIT, FLASHER CABINET EL240 STD 1 CIRCUIT		1	580.50	580.50
124-1000	CABINET, EL240 FLASHER TC4000 PG		1		

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
124-1011	FLASHER PANEL, 2 CKT FOR TC4000		1		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
103-3127	CABINET BRACKET, ALUMINUM		1		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				
	ITEM 70				
105-2312	CONTROLLER, COBALT-C, EOS		1	3,670.00	3,670.00
	ITEM 75				
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1	352.00	352.00
	ITEM 81				
92GPS	GPS ANTENNA W/HARNESS		1	350.00	350.00
92-2000	GPS RECEIVER, GARMIN 19XHVS		1		
85-5030	CABLE, GARMIN GPS TO COBALT		1		
	***** END of KIT *****				
	ITEM 82				
173-3050	TIME CLOCK, TR-4 GPS W/ GPS ANTENNA		1	860.00	860.00
	ITEM 83				
173RTCGPSMDOT	RTC MDOT GPS ASSEMBLY		1	376.95	376.95
100-1675	TERMINAL BLOCK, 4 POS MTD W/HDWR		1		
103-9050	TERMINAL COMPARTMENT, ALUM		1		
103-7636	BRACKET, 1-WAY ARM, 12", BLK		1		
103-7658	FOOT, WD/STL 1.25" HOLE U1158 BLK .75" MH		1		
103-7616	PLUG, 1 25" FOR U1158 FOOT BLACK		1		

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7865	BUSHING 1-1/4"-11-1/2 NPS WEF BLACK ***** END of KIT *****		1		
160-2003	ITEM 90 MONITOR, 6 CH ENHANCED SSM-6LE W/FYA		1	1,265.00	1,265.00
160-2111	ITEM 110 MONITOR, TS2 MMU2-16LEIP		1	1,439.00	1,439.00
149-1001	ITEM 120 LOAD SWITCH I/O DISCRETE 200-OI		1	34.00	34.00
512-1001	ITEM 121 FILTER, CABINET 12"x16"x1"		1	5.75	5.75
166-1002	ITEM 130 FLASH TRANSFER RELAY MGCRAFT, 21XBXPL-120VAC		1	38.00	38.00
166-2981	ITEM 141 RELAY, SOLID STATE, SPST N.O. STRUTHERS 418AXXL		1	87.50	87.50
178-2980	ITEM 142 RELAY, SOLID STATE, SPST N.O. CRYDOM A2475		1	161.00	161.00
537-2022	ITEM 143 SURGE SUPPRESSOR, CABINET, SPD120K		1	211.00	211.00
537-2023	MUST INCLUDE 537-2023 BRACKET WITH EACH UNIT BRACKET, FOR SPD ARRESTORS		1	18.50	18.50

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
537-2021	ITEM 144 SURGE SUPPRESSOR, HESCO RLS DTW-12A		1	107.00	107.00
537-1030	ITEM 145 SURGE SUPPRESSOR, AC LINE, 20KA		1	20.00	20.00
460-1000	ITEM 150 FLASHER EDI MDL810-2 CIRCUIT		1	36.00	36.00
106-1000	ITEM 160 PUSHBUTTON ISOLATOR, DCI-82-242		1	57.75	57.75
106-1000	ITEM 170 PUSHBUTTON ISOLATOR, DCI-82-242		1	57.75	57.75
537-1250	ITEM 172 SURGE SUPPRESSOR, 120VAC, 1PHASE HE1750		1	121.50	121.50
537-1251	ITEM 173 BASE, HARDWIRE FOR HE1750		1	36.40	36.40
460-2017	ITEM 174 BUS INTERFACE UNIT, BIU700		1	360.00	360.00
85-5010	ITEM 200 CABLE, IFS/MDS TO EPAC/EPIC		1	36.00	36.00

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
135-1000	ITEM 210 CABLE, RADIO 3/8" 100 FT ROLL		1	185.00	185.00
151-0138	ITEM 230 CABLE, OPTICOM MDL 138 (500 FT ROLL)		1	550.00	550.00
135-1001	ITEM 240 CONNECTOR, FOR 3/8" LMR-400 CABLE		1	16.00	16.00
	ITEM 251 NO LONGER AVAILABLE				
	ITEM 260 ITEM NO LONGER AVAILABLE				
126-3001	ITEM 270 CONNECTOR, BNC W/RUBBER BOOT		1	8.75	8.75
85-5000	ITEM 280 CABLE, EPAC/EPIC/MARC TO PC		1	49.95	49.95
	ITEM 290 ITEM NO NONGER AVAILABLE				
	ITEM 300 ITEM NO NONGER AVAILABLE				
160-4201	ITEM 310 DETECTOR, 2 CH RACK ORACLE 2E		1	330.00	330.00

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
160-4401	ITEM 320 DETECTOR, 4 CH RACK ORACLE 4E		1	465.00	465.00
160-301T	ITEM 330 DETECTOR, 1 CH SHELF LMD301T		1	288.00	288.00
160-0304	ITEM 340 DETECTOR, 4 CHANNEL SHELF, LDM304		1	520.00	520.00
	ITEM 350				
108-5100	ITEM 361 INTERSECTOR INTERFACE BOARD TCIB-4 2		1	700.00	700.00
108-5000	ITEM 362 INTERSECTOR PRESENCE SNSR TC-CK1-SBE		1	6,250.00	6,250.00
	ITEM 363				
	ITEM 370				
	ITEM 390 ITEM NO LONGER AVAILBLE				
126-1015	ITEM 392 MODULE, VERSICAM RACK MOUNT		1	1,187.00	1,187.00

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
126-1016	ITEM 393 MODULE, VERSICAM SHELF MOUNT		1	1,460.00	1,460.00
126-1011	ITEM 394 VERSICAM, WIDE ANGLE COLOR FLEX		1	2,345.00	2,345.00
	ITEM 400 NO LONGER AVAILABLE ITEM 410 NO LONGER AVAILABLE ITEM 420 NO LONGER AVAILABLE ITEM 430 NO LONGER AVAILABLE				
126-1510	ITEM 440 LENS ADJUST MODULE W/DISPLAY V.2		1	2,100.00	2,100.00
126-1004	ITEM 470 BRACKET, CAMERA MOUNT UNIVERSAL		1	235.00	235.00
103ABCAMERA	ITEM 480 BRACKET, ASTRO CAMERA MOUNT		1	334.05	334.05
103-9150	BRACKET, CAMERA MOUNT		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2074	TUBE, GUSSET 74" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 490 REMOVED ITEM 500 REMOVED ITEM 510 REMOVED				

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 520 REMOVED				
517-1000	ITEM 530 LENS, SNOW SHIELD KIT, 12" (NO GASKET)		1	58.50	58.50
101-8445	ITEM 531 VISOR, 12" VEH POLY CUTAWAY, YEL		1	12.70	12.70
101-4601	ITEM 540 HOUSING POLY 12" SA 1 SEC YY		1	53.00	53.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		1	12.50	12.50
101-4602	ITEM 550 HOUSING POLY 12" SA 2 SEC YY		1	97.00	97.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		2	12.50	25.00
101-4600	ITEM 560 HOUSING POLY 12" SA 3 SEC YY		1	130.00	130.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		3	12.50	37.50
101-4618	ITEM 570 HOUSING POLY 12" SA 4 SEC YY		1	157.00	157.00
101-8442	VISOR, 12" VEH POLY TUNNEL, YEL		4	12.50	50.00
101-4802X15	ITEM 580 SIGNAL POLY 12" RYG YYY TNL 15Y		1	343.85	343.85
	ITEM 590				

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
101-4803X15	SIGNAL POLY 12" R YA GA LED YYY TNL 15Y		1	358.50	358.50
	ITEM 600				
101-4810X15	SIGNAL POLY 12" RED LED 15Y YYY TNL		1	140.60	140.60
	ITEM 610				
101-4821X15	SIGNAL POLY 12" YEL LED 15Y YYY TNL		1	140.60	140.60
	ITEM 620				
101-4807X15	SIGNAL POLY 12" RA YA GA LT LED YYY TNL 15Y		1	360.80	360.80
	ITEM 630				
101-4852X15	SIGNAL POLY 12" YA GA LED 15Y YYY TNL		1	264.90	264.90
	ITEM 640				
101-4850X15	SIGNAL POLY 12" Y G LED 15Y YYY TNL		1	250.25	250.25
	ITEM 650				
101-4805X15	SIGNAL POLY 12" RA YA YA GA YYY TNL 15Y		1	469.25	469.25
	ITEM 660				
132-1000X15	DIALIGHT LED 12" RED INSERT XL15 LL		1	55.75	55.75
	ITEM 661				
132-1002X15	DIALIGHT LED 12" RED AR XL ITE OD 15Y LL		1	57.90	57.90
	ITEM 670				
132-2000X15	DIALIGHT LED 12" YEL INSERT XL15Y LL		1	60.00	60.00

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
132-3000X15	ITEM 680 DIALIGHT LED 12" GRN INSERT XL15Y LL		1	53.60	53.60
132-2002X15	ITEM 690 DIALIGHT LED 12" YA INSERT ITE OD 15Y LL		1	63.60	63.60
132-3002X15	ITEM 700 DIALIGHT LED 12" GA INSERT ITE OD 15Y LL		1	59.30	59.30
103-7401	ITEM 701 PINNACLE, SIGNAL CLOSURE POLY YELLOW		1	8.60	8.60
103-4130	ITEM 710 BACKPLATE, 3 SEC, 1" REF, EAGLE SA		1	135.50	135.50
103-4136	ITEM 711 BACKPLATE, 4 SEC SPLIT, 1" REF, EAGLE SA		1	173.70	173.70
103-4131	ITEM 715 BACKPLATE, 4 SEC, 1" REF, EAGLE SA		1	155.50	155.50
103-4180	ITEM 716 BACKPLATE, SA 3 SEC, 1" REF, AEROFLEX		1	167.60	167.60
103-4183	ITEM 717 BACKPLATE, SA 4 SEC, 1" REF, AEROFLEX		1	198.55	198.55

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 718				
103-4181	BACKPLATE, SA 5 SEC DH, SPAN, 1" REF, AEROFLEX		1	263.25	263.25
	ITEM 719				
103-4135	BACKPLATE, 3 SEC SPLIT, 1" REF, EAGLE SA		1	199.25	199.25
	ITEM 720				
101TS12C6LED	1-WAY 5-COLOR 12"SWTS LED C6 DH		1	1,051.45	1,051.45
101-4850X15	SIGNAL POLY 12" Y G LED 15Y YYY TNL		1		
101-4852X15	SIGNAL POLY 12" YA GA LED 15Y YYY TNL		1		
101-4810X15	SIGNAL POLY 12" RED LED 15Y YYY TNL		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		1		
103-7426	BRACKET, 2W DOG HS BOTTOM STUD YELLOW		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 730				
103AB8446DH80	ASTRO BRACKET DOG HOUSE ASSY BRKTS ONLY		1	515.40	515.40
103-2409	ARM KIT, 5 SEC DOG HOUSE ASSY		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 740				

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SALES QUOTE

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Sales Quote WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

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

Ship

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

ALL VALUES STATED IN U.S. DOLLARS**Bid Item No.:****Shipment Within:****Shipping Terms:****Project No.:**

Intersection: 2025/26 WYOMING ANNUAL CONTRACT

Project City:**Project County:****Sheet:****Project Misc.:**

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103AB8446	ASTRO BRKT 84" BAND 46" TUBE		1	303.90	303.90
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 750				
103AB3658	BRACKET,ASTRO 4 SECTION 12"		1	314.90	314.90
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-2058	TUBE, GUSSET 58" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
	***** END of KIT *****				
	ITEM 760				
103-7415	BRACKET, 2-WAY SW 12" TOP BK15		1	346.15	346.15
	ITEM 770				
103-7416	BRACKET, 2-WAY SW 12" BOT BK16		1	44.50	44.50
	ITEM 780				
103-7417	BRACKET, 3-WAY SW 12" TOP BK17		1	411.00	411.00
	ITEM 790				
103-7418	BRACKET, 3-WAY SW 12" BOT BK18		1	121.00	121.00
	ITEM 800				

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7419	BRACKET, 4-WAY SW 12" TOP BK19		1	470.00	470.00
	ITEM 810				
103-7420	BRACKET, 4-WAY SW 12" BOT BK20		1	120.00	120.00
	ITEM 820				
101-7011	SPAN WIRE CLAMP, KA63 UNF		1	34.00	34.00
	ITEM 830				
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1	177.00	177.00
	ITEM 870				
103-7140	SIG TO SIG JOINER WASHER & HWD		1	12.70	12.70
	ITEM 890				
101-6801X	SIGNAL POLY 12" PED LED H/M FILLED ITE		1	219.65	219.65
	ITEM 900				
101-6815X	SIGNAL POLY 16" PED LED CD FILLED ITE		1	287.70	287.70
	ITEM 910				
132-6007X	DIALIGHT LED 12" PED H/M INSERT ITE		1	122.50	122.50
	ITEM 920				
146-1002	PUSHBUTTON, BULL DOG III YEL LATCH & MMTRY		1	115.00	115.00
	ITEM 930 REMOVED				
	ITEM 932 REMOVED				

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Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 934 REMOVED				
	ITEM 935				
146APSIN2MI	IN2 APS PUSH BUTTON ASSY, MI		1	8,929.75	8,929.75
146-1507	PUSHBUTTON, INS2 APS 2W, T SGN, YEL, BRAILLE		8		
146-1516	CONTROL UNIT, SHELF MT, INS2 - BIU CAPABILITY		1		
146-1550	INTERCONNECT BOARD, CABLES A & C / INS2		1		
146-1523	CABLE, SDLC, 6', W/LOGIC GND CONNECTION		1		
	***** END of KIT *****				
	ITEM 936				
146-1507	PUSHBUTTON, INS2 APS 2W, T SGN, YEL, BRAILLE		1	702.00	702.00
	ITEM 937				
146-1516	CONTROL UNIT, SHELF MT, INS2 - BIU CAPABILITY		1	3,002.00	3,002.00
	ITEM 938				
146-1550	INTERCONNECT BOARD, CABLES A & C / INS2		1	210.25	210.25
	ITEM 939				
146-1523	CABLE, SDLC, 6', W/LOGIC GND CONNECTION		1	101.50	101.50
	ITEM 940				
115-1010	SHAFT 10' SPUN ALUM.		1	341.75	341.75
	ITEM 950				
115-1014	SHAFT 14' SPUN ALUM.		1	478.50	478.50

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115-1016	ITEM 960 SHAFT 16' SPUN ALUM		1	546.75	546.75
103-1530	ITEM 970 BASE, SQUARE W/SET SCREW & LUG		1	274.00	274.00
157-1001	ITEM 980 ANCHOR BOLT 3/4" X 18" X 3"		1	14.75	14.75
103-7638W	ITEM 990 BRACKET, 2-WAY 16" "T" BK38-B WIDE		1	368.00	368.00
103-7640	ITEM 1010 BRACKET, 16" 2-WAY STRAIGHT ARM BLK		1	246.00	246.00
103-7636	ITEM 1020 BRACKET, 1-WAY ARM, 12", BLK		1	141.25	141.25
103-7612	ITEM 1021 BRACKET, 2-W PT 12" TOP, 14" CTC, P33 BLACK		1	357.00	357.00
103-7647	ITEM 1030 BRACKET, 2-W PT 12" TOP 14" BK47-B		1	75.95	75.95
103-7608	ITEM 1031 BRACKET, 1-W PT 12" TOP, 14" CTC, P33 BLK		1	300.00	300.00
	ITEM 1040				

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
103-7636	BRACKET, 1-WAY ARM, 12", BLK		1	141.25	141.25
	ITEM 1050				
103-7665	FOOT, 4" POLE, UNIVERSAL, BLACK		1	30.75	30.75
	ITEM 1060				
103-7660	FOOT, WOOD POLE SE-4080 BLK W/HOLE		1	58.35	58.35
	ITEM 1061				
103-7616	PLUG, 1.25" FOR U1158 FOOT BLACK		1	2.00	2.00
	ITEM 1070 REMOVED				
	ITEM 1080 REMOVED				
	ITEM 1090 REMOVED				
	ITEM 1100 REMOVED				
	ITEM 1110 REMOVED				
	ITEM 1120 REMOVED				
	ITEM 1130 REMOVED				
	ITEM 1140 REMOVED				
	ITEM 1150 REMOVED				
	ITEM 1160 REMOVED				
	ITEM 1170 REMOVED				
	ITEM 1180 REMOVED				
	ITEM 1190				
180-9925	HOUSING, 24X30 4W HT SUB ASSY		1	1,072.50	1,072.50
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1	465.00	465.00

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
ITEM 1191					
18024304WLED	CASE SIGN 24X30 4WAY HT LED		1	2,100.50	2,100.50
180-9925	HOUSING, 24X30 4W HT SUB ASSY		1		
196-2415	RETROFIT KIT, 24 X 30 4 WAY LED		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		4		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
***** END of KIT *****					
ITEM 1200					
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1	775.00	775.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
ITEM 1201					
18024302WLED	CASE SIGN 24X30 2WAY HT LED		1	1,416.00	1,416.00
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
***** END of KIT *****					
ITEM 1210					
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1	775.00	775.00
180-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1	75.00	75.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
ITEM 1211					

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Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodas
Terms: NET 30 DAYS

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Project County:
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180S2W2430	CASE SIGN 2-WAY 24X30 HUB TOP		1	1,416.00	1,416.00
185-9926	HOUSING, 24X30 1W / 2W HT UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
101-7011	SPAN WIRE CLAMP, KA63 UNF		1		
103-7015	BRACKET, WIRE ENTRANCE UNIVERSAL YEL		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		2		
	***** END of KIT *****				
	ITEM 1220				
185-9924	HOUSING, 24X30 1W ABT&B UNIV, YELLOW		1	682.00	682.00
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
	ITEM 1221				
180S1W2430AB	CASE SIGN 1-WAY AST/BK TB		1	1,402.90	1,402.90
185-9924	HOUSING, 24X30 1W ABT&B UNIV, YELLOW		1		
196-1000	RETROFIT KIT, 24 X 30 1 & 2 WAY		1		
180-2900	SIGN FACE, 24X30 ALUMINUM BLANK YELLOW		1		
144-2430FACE	SIGN FACE, 24X30 PER PLANS		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
	***** END of KIT *****				
	ITEM 1230				
185-9910	HOUSING, 12X27 1W HB SUB ASSY		1	888.00	888.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1240				
185-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1	811.00	811.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
	ITEM 1242				
180S1W1227ABLED	CASE SIGN 1-WAY 12X27 AST/BKT/T LED		1	1,243.60	1,243.60
185-9912	HOUSING, 12X27 1W AB T&B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1250				
185-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1	888.00	888.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
	ITEM 1251				
180S1W1227HTLED	CASE SIGN, 12X27 1W HT ABB LED		1	1,320.60	1,320.60
185-9911	HOUSING, 12X27 1W HT AB/B SUB ASSY		1		
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1		
144-1902	SIGN FACE, 12X27 LEFT		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 1260				
180-9914	HOUSING, 12X27 4W THRU PIPE SUB ASSY		1	1,185.00	1,185.00
196-1010	RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00

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144-2430FACE	ITEM 1280 SIGN FACE, 24X30 PER PLANS		1	88.00	88.00
144-1901	ITEM 1290 SIGN FACE, 12X27 RIGHT		1	30.00	30.00
144-1902	ITEM 1300 SIGN FACE, 12X27 LEFT		1	30.00	30.00
144-1903	ITEM 1310 SIGN FACE, 12X27 THRU		1	30.00	30.00
196-2415	ITEM 1320 RETROFIT KIT, 24 X 30 4 WAY LED		1	465.00	465.00
196-1000	ITEM 1330 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
196-1010	ITEM 1340 RETROFIT KIT, 12 X 27 1 WAY		1	393.00	393.00
196-1000	ITEM 1350 RETROFIT KIT, 24 X 30 1 & 2 WAY		1	254.00	254.00
182-3077	ITEM 1390 LED, 80, 24X30 NLT SYM BLACK AB T/B		1	3,220.00	3,220.00
	ITEM 1400				

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182-3078	LED, BO, 24X30 NRT SYM BLACK AB T/B		1	3,220.00	3,220.00
ITEM	ITEM 1401 #:		1		
182-3076	LED, BO, 24X30 NTOR LGN BLACK AB T/B		1	3,220.00	3,220.00
ITEM	ITEM 1411 #:		1		
125-1600	ITEM 1420 ACCESS POINT CARD, CONTACT CLOSURE		1	2,448.00	2,448.00
125-1605	ITEM 1430 SERIAL PORT RADIO		1	857.00	857.00
126-1610	ITEM 1440 CCU, VANTAGE RADIUS, SHELF, 4 SENSORS		1	17,320.00	17,320.00
141-3100	ITEM 1441 CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	12.25	12.25
141-3106	ITEM 1442 CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	11.85	11.85
141-3105	ITEM 1443 CABLE, CAT 5 ENHANCED 1 FT STRAIGHT THRU		1	9.40	9.40

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178-3200	ITEM 1445 CONNECTOR, RJ45 MODULAR 300568EZ		1	2.50	2.50
125-2021	ITEM 1450 REPEATER, BATTERY OPER, LONG LIFE RPT3-LL		1	1,882.00	1,882.00
125-2005	ITEM 1460 BRACKET, MOUNTING AP/REP /SPP RADIO		1	179.00	179.00
125SENSORS	ITEM 1470 SENSYS SENSOR ASSY		1	723.00	723.00
125-3002	SENSOR, F, COUNT,		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR ***** END of KIT *****		1		
125SENSORS	ITEM 1471 SENSYS SENSOR ASSY		1	585.00	585.00
125-3003	SENSOR, T, STOP BAR		1		
125-3020	SHELL, CLEAR PLASTIC FOR FLUSH MT. SENSOR ***** END of KIT *****		1		
125SENSORFLEXMAG3	ITEM 1472 SENSYS SENSOR ASSY, FLEXMAG 3		1	841.00	841.00
125-3004	SENSOR, FLEXMAG 3 FLUSH, F		1		
125-3010	CUP, EZ-OUT, W/CLIP FOR FLEXMAG 3		1		
125-1002	EPOXY, FLEXMAG 3, BLACK ***** END of KIT *****		1		

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SALES QUOTE

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Sales Quote WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodas
Terms: NET 30 DAYS

Sell

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

Ship

To: WYOMING, CITY OF
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P.O. BOX 905
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ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:

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Project No.:

Intersection: 2025/26 WYOMING ANNUAL CONTRACT

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Project County:

Sheet:

Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
125-1735	ITEM 1473 FLEX CONTROL MODULE		1	1,877.00	1,877.00
125-1720	ITEM 1474 FLEX CONNECT MODULE, SDLC LINK		1	1,190.00	1,190.00
125-1745	ITEM 1745 FLEX CONTROL POWER SUPPLY, AC		1	171.00	171.00
125-1750	ITEM 1746 FLEX ISOLATOR MODULE, 2 PORT		1	650.00	650.00
125-4001	ITEM 1490 EXTENSION CARD, CONTACT CL, NEMA TS1 OR TS2		1	482.00	482.00
125-1000	ITEM 1500 EPOXY, VSN240-F/T, BLACK		1	62.00	62.00
125-1001	ITEM 1505 EPOXY, VSN240-F/T, ORANGE		1	62.00	62.00
511-2000	ITEM 1510 GUN, EPOXY CAULK, 450ML		1	108.00	108.00
169-3250	ITEM 1520 CABLE, CAT 5E OUTDOOR/FLOODED 250 FT ROLL		1	130.00	130.00

**CARRIER & GABLE, INC.**

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
169-3500	ITEM 1521 CABLE, CAT 5E OUTDOOR/FLOODED 500 FT ROLL		1	260.00	260.00
ITEM	ITEM 1522 #:		1		
169-0500	ITEM 1523 CABLE, CAT 5E OD, 600V 500', BELDEN 7958A		1	1,120.00	1,120.00
178-1100	ITEM 1524 CONNECTOR, EZ-RJ45 FOR 600V CAT 6E		1	11.25	11.25
141-3106	ITEM 1525 CABLE, CAT 5 ENHANCED 7 FT STRAIGHT THRU		1	11.85	11.85
141-3100	ITEM 1526 CABLE, CAT 5 ENHANCED 3 FT STRAIGHT THRU		1	12.25	12.25
126-1450	ITEM 1550 CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	2,719.00	2,719.00
126-1425	ITEM 1570 CCU, VANTAGE NEXT, NEXT-CCU-PAK		1	4,947.00	4,947.00
126-1450	ITEM 1580 CAMERA, VANTAGE NEXT, NEXT-CAM-PAK		1	2,719.00	2,719.00
	ITEM 1590				

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
126-1436	CCU, VANTAGE NEXT, 2 CAM, TS2, SHELF		1	11,207.00	11,207.00
	ITEM 1600				
126-1435	CCU, VANTAGE NEXT, 4 CAM, TS2, SHELF		1	17,320.00	17,320.00
	ITEM 1610				
513-1000	SIGN, DRIVER FEEDBACK, 15" WHITE		1	3,591.00	3,591.00
	OR				
513-1100	SOLAR KIT, DRIVER FEEDBACK 150 WATT		1	4,231.00	4,231.00
	ITEM 1620				
180SNS2W6LED	STREET NAME SIGN, 6' 2W W/MOUNT LED		1	2,357.30	2,357.30
180-9953	HOUSING, 6' 2W SNS SUB ASSY, UNF		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8906	SIGN FACE, 6' SNS, CASED, LEXAN		2		
	***** END of KIT *****				
	ITEM 1621				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	2,112.30	2,112.30
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM		1		

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	***** END of KIT *****				
	ITEM 1630				
180SNS2W8LED	STREET NAME SIGN, 8' 2W W/MOUNT LED		1	2,727.30	2,727.30
180-9950	HOUSING, 8' 2W SNS SUB ASSY, UNF		1		
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908	SIGN FACE, 8' SNS, CASED, LEXAN		2		
	***** END of KIT *****				
	ITEM 1640				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	2,112.30	2,112.30
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM		1		
	***** END of KIT *****				
	ITEM 1641				
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	2,112.30	2,112.30
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		

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SalesPerson: Joe Rodas
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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
180-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM ***** END of KIT *****		1		
ITEM 1650					
180SNS1W6LED	STREET NAME SIGN, 6' 1W W/MOUNT LED		1	2,203.30	2,203.30
180-9952	HOUSING, 6' 1W SNS SUB ASSY, UNF		1		
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8906	SIGN FACE, 6' SNS, CASED, LEXAN ***** END of KIT *****		1		
ITEM 1651					
180SNS1W8NI	STREET NAME SIGN, 8' 1W W/MOUNT NI		1	2,112.30	2,112.30
180-9951	HOUSING, 8' 1W SNS SUB ASSY, UNF		1		
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		2		
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1		
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1		
180-8908DG	SIGN FACE, 8' SNS, CASED, DG ALUM ***** END of KIT *****		1		
ITEM 1660					
196RFSNS62W	RETROFIT KIT 6' SNS 2 WAY LED		1	489.00	489.00
196-1030	RETROFIT KIT, 6 FT SNS LED		1		
196-1506	POWER SUPPLY PANEL, 6 FT SNS ***** END of KIT *****		1		

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	ITEM 1670				
196RFSNS82W	RETROFIT KIT 8' SNS 2 WAY LED		1	676.00	676.00
196-1035	RETROFIT KIT, 8 FT SNS LED		1		
196-1508	POWER SUPPLY PANEL, 8 FT SNS		1		
	***** END of KIT *****				
	ITEM 1681				
103-5000	BRACKET, TRI STD ADAPTER W/SS INSERT		1	39.00	39.00
	ITEM 1690				
103-5001	BRACKET, HANGER ASSY, 2", 42" BAND, PNC		1	180.00	180.00
	ITEM 1700				
103-5002	BRACKET, HANGER ASSY, 12", 42" BAND, PNC		1	196.30	196.30
	ITEM 1710				
	ITEM NO LONGER AVAILABLE				
	ITEM 1720				
	NO LONGER AVAILABLE				
	ITEM 1730				
169-5010	PULL BOX, CONCRETE, PG1324BA18		1	714.00	714.00
	ITEM 1740				
169-5011	COVER, CONCRETE, H.D. T.S. FOR PG1324BA18		1	701.00	701.00

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Project City:**Project County:****Sheet:****Project Misc.:**

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
169-5000	ITEM 1750 PULL BOX, CONCRETE, PG1730BA18		1	490.00	490.00
169-5001	ITEM 1760 COVER, CONCRETE, H.D. T.S. FOR PG1730BA18		1	425.00	425.00
157-1022	ITEM 1800 ANCHOR BOLT 1.75" X 114" X 6" MDOT MUST ADD FREIGHT FROM AA TO CUSTOMER		1	300.00	300.00
157-1023	ITEM 1810 ANCHOR BOLT 2" X 114" X 6" MDOT		1	400.00	400.00
194-8075	ITEM 1820 STRAIN CLAMP, 7.5" DIA, 5000#, SD		1	167.00	167.00
194-8085	ITEM 1830 STRAIN CLAMP, 8.5" DIA, 5000#, SD		1	179.00	179.00
194-8095	ITEM 1840 STRAIN CLAMP, 9.5" DIA, 5000#, SD		1	180.00	180.00
194-8105	ITEM 1850 STRAIN CLAMP, 10.5" DIA, 5000#, SD		1	190.00	190.00
194-8115	ITEM 1860 STRAIN CLAMP, 11.5" DIA, 5000#, SD		1	198.00	198.00

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Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
194-8125	ITEM 1870 STRAIN CLAMP, 12.5" DIA, 5000#, SD		1	200.00	200.00
144-1011	ITEM 1880 PED SIGN - R10-3E AR RIGHT COUNTDOWN		1	19.25	19.25
144-1012	ITEM 1881 PED SIGN - R10-3E AR LEFT COUNTDOWN		1	19.25	19.25
144-1004	ITEM 1882 PED SIGN - R10-3B AR RIGHT MDOT		1	11.25	11.25
144-1005	ITEM 1883 PED SIGN - R10-3B AR LEFT MDOT		1	11.25	11.25
577-1290	ITEM 1890 STABILIZER BAR, TOP, 1/4" & 5/16" CABLE, ALUM		1	32.50	32.50
577-1291	ITEM 1900 STABILIZER BAR, BOTTOM, 1/4" & 5/16" CABLE, ALUM		1	32.50	32.50
403-1225	ITEM 1910 TETHER, TRI-STUD, ALUM, W/NYL NUT		1	54.65	54.65
577-4000	ITEM 1920 HANGER ASSY, BREAKAWAY		1	126.25	126.25
	ITEM 1930				

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589-4009	TURNBUCKLE, 9" MAX ADJ, 2,200 LB WORK LOAD		1	62.00	62.00
	ITEM 1940				
185-7135	SIGNAL SUPPORT PLATE, INNER, SA		1	7.95	7.95
	ITEM 1950				
185-7130	SIGNAL SUPPORT PLATE, OUTER, SA		1	7.95	7.95
	ITEM 1960				
580MDOTCELL	DIGI CELLULAR ROUTER, MDOT		1	647.05	647.05
580-3004	CELLULAR ROUTER, DIGI, 4G LTE, GPS, WR31		1		
178-2005	POWER SUPPLY, 24V, 40 WATT GST40A24-P1J		1		
178-2006	POWER CORD, POWER SUPPLY, 10A, 125VAC		1		
518-9010	PIGTAIL, DC BARREL FOR 40W PWR SPLY		1		
	***** END of KIT *****				
	ITEM 1970				
580-3020	ANTENNA, CELLULAR/LTE & GPS, CAB MNT		1	180.00	180.00
	ITEM 1980				
126VECTORCAM	VECTOR CAMERA SYSTEM		1	7,944.00	7,944.00
126-1710	VECTOR NEXT SENSOR, NEXT CAM & RADAR		1		
100-1015	BRACKET, VECTOR CROSSFIRE		1		
	***** END of KIT *****				
	ITEM 2000				
103TS12ABHAWK	1-WAY HAWK, 2-COLOR 12" MATS		1	989.55	989.55
101-4810X15	SIGNAL POLY 12" RED LED 15Y YYY TNL		2		

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101-4821X15	SIGNAL POLY 12" YEL LED 15Y YYY TNL		1		
103-2400	ARM KIT, 9" ASTRO BRACKET, PNC		1		
103-7425	BRACKET, 2W DOG HOUSE TOP		2		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-2046	TUBE, GUSSET 46" ASTRO BRACKET		1		
103-2260	TUBE CAPS, FOR ASTRO-BRAC TUBE		1		
101-7140	SIG TO SIG JOINER WASHER & HWD A844291		1		
	***** END of KIT *****				
	ITEM 2010				
146BULLDOG	PUSHBUTTON AND SIGN, BULLDOG		1	187.75	187.75
146-1011	PUSHBUTTON, BULL DOG SP-014 YELLOW		1		
146-2001	ADAPTER, PUSHBUTTON WOOD YEL		1		
144-1011	PED SIGN - R10-3E AR RIGHT COUNTDOWN		1		
144-1013	PED SIGN - R10-3E AR LT & RT COUNTDOWN		1		
	***** END of KIT *****				
	ITEM 2020				
101WSH	SIGN, X-WALK STOP ON RED HAWK		1	281.45	281.45
144-NS007783	SIGN, 24X30 R10-23, X-WALK STOP ON RED W/ BALL		1		
103-2084	CLAMP KIT, 84" S.S. CABLE		1		
103-9024P33	BRACKET, ASTRO SIGN TUBE 24" P33 BLACK		1		
242-1010	BRACKET, SINGLE BOLT FLARED W/HDWR BAND-IT		1		
	***** END of KIT *****				
	ITEM 2030				
101ACM304PSPR	CABINET ASSY, M30 4PH MDOT		1	6,725.00	6,725.00
ITEM	#				

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105-2312	CONTROLLER, COBALT-C, EOS		1		
105-2503	D PANEL CONNECTOR ASSY, 60 POS, COBALT		1		
160-2111	MONITOR, TS2 MMU2-16LEIP		1		
149-1001	LOAD SWITCH I/O DISCRETE 200-OI		4		
460-1000	FLASHER EDI MDL810-2 CIRCUIT		1		
166-1002	FLASH TRANSFER RELAY MGCRAFT, 21XBXP-		2		
160-3001	POWER SUPPLY, SHELF, 12VDC, 5A, PS-250		1		
460-2017	BUS INTERFACE UNIT, BIU700		1		
103-3127	CABINET BRACKET, ALUMINUM		2		
207-2410	HARDWARE, CAB POLE MOUNT BANDING		1		
	***** END of KIT *****				
	ITEM 2050				
128GRIDSMARTCAM	GRIDSMART CAMERA ASSY		1	18,402.00	18,402.00
128-1102	PROCESSOR, GS3 GRIDSMART		1		
128-1125	INTERFACE MODULE, GS3 TS2		1		
128-1110	INTERFACE CABLE, GS2/GS3, TS2		1		
128-1200	PERFORMANCE PLUS MODULE, GRIDSMART		1		
	***** END of KIT *****				
	ITEM 2060				
128HEMISPCAM	HEMISPHERICAL VIDEO DETECTION CAMERA		1	4,494.50	4,494.50
128-1000	CAMERA, GRIDSMART SMARTMOUNT		1		
128-1155	COUPLER KIT		1		
128-1505	CABLE, EPM 10AWG GROUND, 10'		1		
128-1510	CABLE, 5' CAT 5E PATCH, GRIDSMART		1		
128-3000	ETHERNET PROTECTION MODULE		1		
128-4000	SMARTMOUNT COMPLETE POLE ASSEMBLY		1		

**CARRIER & GABLE, INC.**

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 36

Sales Quote: WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

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

Ship

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

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:
Shipment Within:
Shipping Terms:

Project No.:
Intersection: 2025/26 WYOMING ANNUAL CONTRACT
Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
128-4002	SMARTMOUNT CAP		1		
128-4003	SMARTMOUNT J MOUNTING BODY		1		
103-2090	CLAMP KIT, ASTRO BRACKET TENON MT		1		
	***** END of KIT *****				
	ITEM 2070				
177BEACONR829D	MX SERIES R829 BEACON, DUAL, 50W		1	10,952.66	10,952.66
177-NS14013	MX BEACON MODULE, 12" YLW LED, POLY W/ VISOR		4		
177-NS14014	MOUNT, MX SERIES, SOP SINGLE 2 ARMS 2 HUB,		4		
177-NS14015	HARNES, FLASHER MODULE, 16'		4		
177-NS14016	MX 200 SOLAR POWER MODULE, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
177-NS14018	SOLAR PANEL, 50W MX SERIES ***DO NOT USE***		2		
144-NS11408	SIGN, 24X48 S5-1 SCHOOL SPEED 25 WHEN		2		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		
	***** END of KIT *****				
	ITEM 2080				
177BEACONR829S	MX SERIES R829 LED SIGN, 50W		1	9,625.50	9,625.50
177-NS14019	LED SIGN MODULE, S5-1 SCHOOL 25 MPH, 24X48",		2		
177-NS13074	SIGN MOUNT KIT, LED, BANDING TO POLE, W/O		2		
177-NS14015	HARNES, FLASHER MODULE, 16'		2		
177-NS14016	MX 200 SOLAR POWER MODULE, NATURAL		2		
177-NS14017	MOUNT, TOP OF POLE 3.5-4.5" RND, MX POWER		2		
177-2046	BATTERY, F/MX SERIES 18 AH, STANDARD		4		
177-NS14018	SOLAR PANEL, 50W MX SERIES ***DO NOT USE***		2		
144-2040	SIGN SCH XING 36X36 S1-1 FYG DG ALUM		2		

**CARRIER & GABLE, INC.**

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SALES QUOTE

Page: 37

Sales Quote WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

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

Ship

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

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection: 2025/26 WYOMING ANNUAL CONTRACT
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
***** END of KIT *****					
ITEM 2090					
177-NS14020	CARMANAH OPTIONAL REMOTE PROGRAMMING SUBSCRIPTION, MX PRO 1 YEAR		2	249.00	498.00
ITEM 2095					
155MIOVISION360	MIOVISION SMARTVIEW 360 - W/DET PLUS		1	30,845.00	30,845.00
155-3005	MIOVISION CORE DCM		1		
155-1000	CAMERA, MIOVISION SMARTVIEW 360 BELL		1		
155-3500	SMARTVIEW 360 MOUNT UNIVERSAL HUB		1		
155-3700	SMARTVIEW 360 EXTENSION		1		
155-3105	MIOVISION DETECTION PLUS BUNDLE		1		
169-0250	CABLE, CAT 5E OD, 600V 250', BELDEN 7958A		1		
178-1100	CONNECTOR, EZ-RJ45 FOR 600V CAT 6E		3		
***** END of KIT *****					
ITEM 2100					
155MIOVISION360	MIOVISION SMARTVIEW 360 W/DET ONLY		1	25,845.00	25,845.00
155-3005	MIOVISION CORE DCM		1		
155-1000	CAMERA, MIOVISION SMARTVIEW 360 BELL		1		
155-3500	SMARTVIEW 360 MOUNT UNIVERSAL HUB		1		
155-3700	SMARTVIEW 360 EXTENSION		1		
155-3100	MIOVISION DETECTION		1		
169-0250	CABLE, CAT 5E OD, 600V 250', BELDEN 7958A		1		
178-1100	CONNECTOR, EZ-RJ45 FOR 600V CAT 6E		3		
***** END of KIT *****					

**CARRIER & GABLE, INC.**

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 38

Sales Quote WYOMING2025
Sales Quote Date: 5/13/2025
Expires On: 6/1/2026
Customer ID: 2170
SalesPerson: Joe Rodes
Terms: NET 30 DAYS

Sell

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

Ship

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

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: Intersection: 2025/26 WYOMING ANNUAL CONTRACT
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
155-1000	ITEM 2105 CAMERA, MIOVISION SMARTVIEW 360 BELL		1	2,525.00	2,525.00
155-3500	ITEM 2110 SMARTVIEW 360 MOUNT UNIVERSAL HUB		1	760.00	760.00
155-3700	ITEM 2115 SMARTVIEW 360 EXTENSION		1	635.00	635.00
144-8908	ITEM 2120 SIGN FACE, 8' SNS, CASED, LEXAN W/CITY LOGO		1	293.00	293.00
144-8906	ITEM 2125 SIGN FACE, 6' SNS, CASED, LEXAN W/CITY LOGO		1	240.00	240.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 400,732.16

Subtotal: 400,732.16
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total: 400,732.16



CARRIER & GABLE, INC.

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Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX
www.carriergable.com

SALES ORDER

Page: 1

Sales Order Number: 173976



Sales Order Date: 5/20/2025
Customer ID: 1175
SalesPerson: Tom Shaw
Terms: NET 30 DAYS

Sold To: CARRIER & GABLE, INC.
OWEN
24110 RESEARCH DRIVE
FARMINGTON HILLS, MI 48335

Ship To: MDOT NORTH REGION
OWEN
13490 M32-M33
ATLANTA, MI 49709

ALL VALUES STATED IN U.S. DOLLARS

P.O. No: OK PER T\$
P.O. Date: 5/20/2025
Ship Date: 5/20/2025
Ship Via:
Bid Item No.:

Project No.:
Intersection: INVENTORY EXCHANGE PER T\$
Project City:
Project County:
Sheet: N/A
Project Misc.:

Item No.	Description	Cross-Reference No.	Quantity	Unit Price	Total Price
101-4802X15	SIGNAL POLY 12" RYG YYY TNL 15Y		2	285.00	570.00
103-7113	BRACKET, WIRE ENTR DROP PIPE YEL		2	97.00	194.00
	##### MDOT CONTRACT PRICING FOR THESE ITEMS, OK PER T\$. #####				
	FREIGHT OUT-MICHIGAN		1	36.00	36.00
WARRANTYSO	##### REASON FOR NEW ORDER: EXCHANGE OF MATERIALS PER T\$ ##### CREDIT WILL BE ISSUED UPON RETURN OF EQUIPMENT TO C&G AGAINST RETURN AUTHORIZATION RA4548 ##### C&G INTERNAL NOTE - MUST MATCH INVOICE & CREDIT AT THE SAME TIME #####		1		

Amount Subject to Sales Tax	0.00	Subtotal:	800.00
Amount Exempt from Sales Tax	800.00	Invoice Discount	0.00
		Total Sales Tax:	0.00
		Total:	800.00

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
TWO TRAILER MOUNTED LIGHTED ARROW BOARDS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Give'Em A Brake Safety for the purchase of two trailer mounted lighted arrow boards in the total estimated amount of \$11,050.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of two trailer mounted lighted arrow boards from Give'Em A Brake Safety.
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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quote

Resolution No. _____

STAFF REPORT

Date: May 19, 2025

Subject: Purchase of Two Trailer Mounted Arrow Boards

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended the City Council accept a quotation from Give 'Em A Brake Safety (GEBS) for the purchase of two Trailer Mounted Lighted Arrow Boards in the amount of \$11,050.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Stewardship
 - Goal 2 - Enhance the efficiency and effectiveness of City Operations and services.

DISCUSSION:

The Traffic Division uses Trailer Mounted Lighted Arrow Boards to safely direct traffic in construction work zones and to support street closures for the Public Safety Department. Two of the five Arrow Boards in use have reached the end of their useful lives and need replacement.

To ensure that the replacement Arrow Boards are consistent with the style, appearance and programming of the existing units, a specification was developed. Quotations were received from a local and out-of-state vendor as follows:

- \$11,050 from GEBS, located in Grandville
- \$12,720 from TAPCO, located in Wisconsin

Therefore, it is recommended that the City Council accept the low quotation from GEBS in an amount of \$11,050.

BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Traffic Services Capital Outlay Account No. 202-441-47400-986.960

Attachment:
Contract



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: June 3, 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: Give-Em A Brake Safety, Inc.
(Name of supplying entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2610 Sanford Ave SW
(Supplier's street address)
Grandville, MI 49418
(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

Give-Em A Brake Safety, Inc.

By: _____
John Shay, City Manager

By: _____
(Signature officer, director, or principal of Supplier)
DARYL WARWICK
(Typed/Printed Name & Title of Person Signing for Supplier)

Approved as to form:

Date signed: MAY 19, 2025

Heather Chapman, Deputy 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. 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 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 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
Proposal



2610 Sanford Ave. Grandville, MI 49418
Ph 616-531-8705 / Fax 616-531-8703
Jackson / Marquette / Saginaw
Traverse City / Macomb / Lansing

Customer Information:
CITY OF WYOMING
2660 BURLINGAME
WYOMING, MI 49509
EMAIL INVOICE

GRANDVILLE - Sales Order No. 162822
Job Number: Sale:86880
**** Quotation ****

Job Location: Sale
Job Number or Name:
PO Number:
Customer Contact: Steve Weatherby
Contact Phone: (616) 293-6941

Order Date		Start Date		Stop Date		SU/TD		SO Type Delivery		Ship Method Customer		Ticket Type Sales	
Ordered	Delivered	Code / Desc		Description							Unit Price	Total Price	
2.00	0.00	8120140		LIGHTED ARROW, TYPE C, FURN / 15 LAMP TRAILER MOUNTED ARROW BOARD							5,525.00	11,050.00	
											Equipment Total:	11,050.00	
											Subtotal:	11,050.00	
											Total Due:	11,050.00	

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER AND CITY CLERK TO EXECUTE AN
AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE
CONSTRUCTION OF A NON-MOTORIZED TRAIL FROM PINERY PARK
TO BURTON STREET AND CLYDE PARK AVENUE

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to construct a non-motorized trail from Pinery Park to both Burton Street and Clyde Park Avenue. This is part of the City Center Project.
2. The Michigan Department of Transportation has submitted the attached City-State Agreement, Contract Number 25-5232, outlining the rights and obligations for the parties.
3. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$650,000, which can be financed out of the City Center Project Fund Account No. 496-901-90101-973.002.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the City Manager and City Clerk to execute the attached Agreement with MDOT for construction of a non-motorized trail from Pinery Park to both Burton Street and Clyde Park Avenue on June 2, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: May 27, 2025

Subject: City-State Agreement for Non-motorized Trail Construction for the City Center Project

From: Jeff Oonk, City Engineer and Nicole Hofert, Director of Community and Economic Development

CC: Aaron Vis, Director of Public Works

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended City Council authorize the City Manager and City Clerk to execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the construction of a non-motorized trail from Pinery Park to both Burton Street and Clyde Park Avenue. The City of Wyoming's share of the project is approximately \$650,000.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Attached is a City-State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the City Center Trail 7 Project. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$1.4 million-dollar project is approximately \$650,000.

BUDGET IMPACT:

Funds can be financed out of the City Center Project Fund Account No. 496-901-90101-973.002.

CR

DA	
Control Section	CRU 41000
Job Number	216572CON
Project	25A0519
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5232

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 29, 2025, attached hereto and made a part hereof:

Hot mix asphalt shared use path, concrete sidewalk, curb and gutter, curb ramps and permanent pavement markings along DeHoop Avenue from approximately 800 feet south of Alger Street SW northerly to Belfield Street SW, along Belfield Street SW from DeHoop Avenue easterly to Clyde Park Avenue SW and along Godfrey Avenue SW from Burton Street SW southerly approximately 1,215 feet; including grading, subbase and aggregate base, clay brick pavers, ornamental fence, decorative stone and boulder relocation; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CARBON REDUCTION PROGRAM

09/06/90 STPLS.FOR 4/30/25

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Carbon Reduction Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$746,592 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

09/06/90 STPLS.FOR 4/30/25

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate

control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



April 29, 2025

EXHIBIT I

CONTROL SECTION	CRU 41000
JOB NUMBER	216572CON
PROJECT	25A0519

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,354,750
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,354,750
Less Federal Funds*	<u>\$ 746,592</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 608,158

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAVEMENT PRESERVATION TREATMENTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize Strawser Construction Inc. to perform pavement preservation treatments through September 30, 2026, using the Kent County Road Commission cooperative bid pricing.
2. It is estimated the City will spend approximately \$300,000 per calendar year for this service.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes Strawser Construction Inc. to perform pavement preservation treatments through September 30, 2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: May 20, 2025

Subject: Pavement Preservation Treatment – Cape Seal

From: Jeff Oonk – City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended the City Council utilize the Kent County Road Commission cooperative bid at the unit prices shown on the attached contract for Pavement Preservation Treatments and authorize the City Manager to execute the contract with Strawser Construction, Inc. for those services through September 30, 2026.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City routinely resurfaces streets that have deteriorated to a “poor” condition (PASER rating of 1 to 4). Pavement preservation treatments are a proactive approach to delay the need to resurface streets. These treatments are most effective when applied to streets that are in “fair” condition (PASER rating 5 to 7) and are intended to slow the deterioration of the pavement surface. The Kent County Road Commission bid includes several pavement preservation treatments. The treatment that is most applicable to City of Wyoming Streets is Cape Seal. Cape Seal is a two-part process that includes a Chip Seal with Micro Surfacing on top. The process is predicted to extend the service life of a street by 6-10 years. Cape Seal can be completed for about ¼ the cost of resurfacing a street.

Bids were received by the Kent County Road Commission and subsequently awarded to Strawser Construction, Inc. This bid also provides an additional one-year extension with no price increase, so the term of this agreement will be June 3, 2025, until September 30, 2026. Other area agencies such as Kent County, East Grand Rapids, Grand Rapids, Grandville and Kentwood have used Cape Seal with Strawser Construction for the past several years with good success.



Staff intends to use this preservation treatment in a proactive manner. Staff will identify streets in appropriate condition to benefit from pavement preservation treatments. It is estimated the City will spend approximately \$300,000 per calendar year on this service. This amount could be higher if additional streets are identified as good candidates for pavement preservation treatments.

BUDGET IMPACT:

Sufficient funds exist in in the Major Streets Fund Account No. 202-441-46300-930.000 and Local Streets Fund Account No. 203-441-46300-930.000.

Attachment(s):
Contract



CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

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:

Strawser Construction Inc.

[Name of contracting entity]

An Ohio corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]

1392 Dublin Road

[Contractor's street address]

Columbus, OH 43215

[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: June 3, 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 for the Kent County Road Commission (Contract #25-32) attached as Exhibit B.

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

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

TERMS AND CONDITIONS

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

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 as modified by the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the 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

Strawser Construction Inc.

By: _____
John Shay, City Manager

By: Andrew Friend Digitally signed by Andrew Friend
[Signature officer, director, or principal of Contractor] Date: 2025.05.20 16:17:17 -04'00'

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

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form:



Heather Chapman, Deputy City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-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 the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

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

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

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

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

19. General Terms.

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

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

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

20. Signage Prohibited.

City resources are not used to promote persons, products, non-city services, political candidates or propositions, religious views, non-city events, or matters. While Contractor is acting as an agent for City under this Contract, Contractor may display Contractor's name, logo and other information identifying Contractor and subcontractors and providing contact information on vehicles, equipment, and materials on the jobsite. However, Contractor shall not display advertising signage, for sale signage, advertisements for others, promotional materials, political signage, or other messaging of any kind while on any city property, working within city right-of-way, or engaged in other activities for City under this contract. A sign with the name of the project and/or the names and/or logos of the contractor(s), subcontractor(s), design professional(s), funding sources, expected completion date, and other project information is permitted.

**EXHIBIT B
PROPOSAL**



CONTRACT

THIS AGREEMENT, made this **25th day of March 2025**, by and between the **Board of County Road Commissioners of the County of Kent** (herein the “**Board**”) and

Name: Strawser Construction Inc.
1392 Dublin Road
Columbus, OH 43215
Phone: 614-276-5501
Contract #25-32
Douglas C. Perry
dperry@terryasphalt.com

(Herein the “**Contractor**” shall refer to vendor, supplier, and or consultant)

1. THE CONTRACT

In addition to this document, other agreements between the parties which may or may not be applicable will consist of the following documents, which are hereby incorporated (if applicable) by reference into this Contract and shall be considered a part hereof.

- A. Construction Authorization
- B. Instruction to Bidders
- C. Construction Plans or Specified Services
- D. Applicable Specifications, both General and Technical
- E. Bid Blank / Tabulation
- F. Drawings if applicable
- G. Bonds(s) / Insurance

2. CONTRACTOR'S PERFORMANCE

The Contractor agrees to:

- A. Furnish all necessary machinery, equipment, tools, apparatus and any other means of construction.
- B. Furnish all necessary materials for the project, except as herein otherwise provided.
- C. Perform all work required, and to complete, in strict accordance with this Contract including all documents incorporated herein, and to the satisfaction of the Board, the work described herein.



In consideration for such work, the Board agrees to make such payment or payments to the Contractor and upon such terms and conditions as are hereinafter set forth.

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

3. **PAYMENT:** Approval of invoices and inspections by Kent County Road Commission Maintenance Department designated inspector and in accordance with Contract #25-32, as specified and your bid dated March 04, 2025 at the following rates:

	<u>Mainline</u>	<u>Sub-Division</u>
Micro-Surface, Standard-per sq yd	\$4.25	\$4.95
Micro-Surface, Single Course-per sq yd	\$3.05	\$3.85
Micro-Surface, Single Course – 3' wide – per sq yd	\$4.52	\$4.60
Micro-Surface, Rutfilling-per ton	\$285	\$285
Driveway approaches 1-4 beyond edge of pavement-per sq yd	\$3.50	\$4.05
Modified Micro-Surface, Single Course (black mat)-per sq yd	\$3.35	\$4.15
Cape Seal-per sq yd	\$5.70	\$6.65
Chipseal-per sq yd	\$2.65	\$2.80
Fogseal-per sq yd	\$.89	\$1.07
Overband Crack Fill-cost per lb	\$1.74	\$1.74
Polymer Modified Emulsion – Pavement Repair-applied-per gal	\$28	\$28
Fiber Reinforced Bit. Membrane-per sq yd	\$4.89	\$4.95
Mobilization charge less than 25,000 square yards	\$7,500	\$7,500

***Micro-surfacing contract pricing and requirements shall apply to Ottawa County, City of Grandville, City of East Grand Rapids, City of Kentwood, County of Kent, and participating agencies who will provide their own scheduling and inspections.**

4. **NAME OF CONTRACT:** Contract #25-32: Preservation Road Treatments
- 4b. **CONTRACT REQUIREMENTS:** As specified within the contract and at the costs per square yard, per ton, per pound, and per gallon, as bid. Other governmental agencies are allowed to piggyback onto this contract and will issue their own contract / purchase orders prior to beginning work and shall do all their own inspections and monitoring of the contractor.
5. **DESCRIPTION OF CONTRACT:** Various micro-surfacing and road application processes as determined by Kent County Road Commission and Ottawa County personnel.



6. **LOCATION:** As Various locations as directed by Kent County Road Commission personnel throughout Kent County and Ottawa County, Michigan
7. **CONTRACT DATES:** As scheduled by the Maintenance Department, or affected agency, and to be completed by September 30th of each contract year. Contract has a one-year renewal option for 2026 upon mutual agreement of both parties. Pricing, terms and conditions of the first year of the contract will remain the same for the one-year renewal period, but locations will change.
8. **DISCRIMINATION**
Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this contract.
9. **ADDITIONAL WORK**
The Board agrees to pay the Contractor for such additional work performed as may be ordered by the Board or its authorized representative, prices for which are not included in the original documents made a part of this Contract. The parties shall agree upon the price for such additional work before work is begun.
10. **TIME OF THE ESSENCE**
The parties understand and agree that time is the essence of this Contract, and that the work contracted for hereunder shall be so conducted and supervised by the Contractor as to ensure its completion in accordance with the schedule and/or completion dates set forth herein. If the Contractor shall fail to complete the work hereunder within the time specified, the Board 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.
11. **ASSIGNMENT**
The Contractor shall not let, assign or transfer this Contract or any interest herein or any part hereof, without the consent, in writing, of the Board.



Kent County
Road Commission

1900 4 Mile Road NW
Walker, MI 49544

Contract #25-32
Page 4

IN WITNESS WHEREOF, the parties have executed this contract the day and year first written.

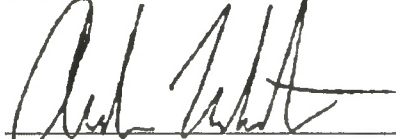
KENT COUNTY BOARD OF ROAD COMMISSIONERS

BY: 

CHAIRMAN:

03/31/2025

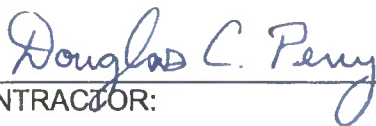
DATE:



WITNESS:

Purchasing Manager

TITLE:

BY: 

CONTRACTOR:

Senior Estimator

TITLE:

March 27, 2025

DATE:



WITNESS:

Senior Estimator

TITLE:

Name: Strawser Construction Inc.
1392 Dublin Road
Columbus, OH 43215
Phone: 614-276-5501
Contract #25-32
Douglas C. Perry
dperry@terryasphalt.com

RESOLUTION NO. _____

RESOLUTION TO APPROVE PAYMENT OF ANNUAL FEES FOR
RENEWAL OF COMPUTER HARDWARE AND
SOFTWARE LICENSE AND MAINTENANCE AGREEMENTS

WHEREAS:

1. As detailed in the attached staff report and schedule of computer hardware and software maintenance and license agreements, it is recommended City Council authorize payment of annual fees in the total estimated amount of \$1,891,172.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes payment of annual fees for renewal of computer hardware and software license and maintenance agreements.
2. City Council authorizes the City Manager to sign the contracts and agreements following the City Attorney's review.

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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Schedule of Computer Hardware and Software Maintenance and License Agreements

Resolution No. _____

STAFF REPORT

Date: May 19, 2025

Subject: Software Renewal Authorization

From: Paul Gerndt, Director of Information Technology

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended the City Council authorize payment of annual fees for renewal of computer hardware and software licenses and maintenance agreements and authorize the City Manager to acknowledge acceptance of agreements.

COMMUNITY, SAFETY, STEWARDSHIP:

Computer hardware and software helps city staff meet regulatory and operational requirements and deliver public services with accuracy and efficiency. The practice of subscribing to annual or multi-year maintenance agreements facilitates the proper licensing of software, provides technical support, and ensures timely access to security patches and updates. Authorizing the City Manager to acknowledge acceptance of such renewals, and authorizing their payment promotes efficiency by saving labor required to prepare many staff reports throughout the year.

DISCUSSION:

All departments require computer hardware and software to deliver their services.

Many significant hardware and software systems are afforded updates and maintenance under the terms of annual license and maintenance agreements, subject to payment of the providers' annual fees.

The fiscal 2026 budget for software services is over \$1.514 million. Some software as a service (SaaS) and similar systems are budgeted in accounts titled *Other Services*, and maintenance agreements are generally budgeted in *Repairs and Maintenance* accounts. Across all funds, computer hardware and software maintenance and license agreements exceed \$1.891 million annually.

In accordance with City Charter and purchasing policy, departments procure computer hardware and software maintenance and license agreements through various channels. Some licenses and support agreements (i.e., BS&A, WonderWare, and Tyler Technologies New World

ERP) come direct from their producer; while other providers rely on a network of channel partners to sell their agreements (i.e., KnowBe4, AutoCAD, and VMWare). For the companies that use a variety of resellers, staff obtain competitive quotes to ensure the city receives the best value for each agreement.

It is recommended that the Council authorize the City Manager to acknowledge and accept renewal of computer hardware and software maintenance and license agreements, as authorized in the annual budget and listed in the attached schedule of computer hardware and software maintenance and license agreements.

BUDGET IMPACT:

Significant computer hardware and software maintenance and license agreements are planned in the fiscal 2026 budget as shown in the following fund summary:

Fund	Fund Description	806.000 Software Services	930.000 Repairs & Maintenance**	956.000 Other Services**	Total
101	General	\$ 504,993	\$ 65,575	\$ 99,800	\$ 670,368
202	Major Streets	41,100			41,100
205	Public Safety	336,004	44,500	130,000	510,504
208	Parks & Recreation	42,420	6,200	10,000	58,620
230	Solid Waste Disposal	4,615			4,615
249	Building Inspections	29,894			29,894
256	Comm Development	6,000			6,000
400	Capital Improvement	23,134			23,134
590	Sewer	208,519	12,190		220,709
591	Water	281,467	9,500		290,967
661	Motor Pool	35,261			35,261
	Totals	\$ 1,513,407	\$ 137,965	\$ 239,800	\$ 1,891,172

** Only computer hardware and software related items are included in these figures.

Attachment:

- FY2026 Schedule of Computer Hardware and Software Maintenance and License Agreements

Schedule of Computer Hardware and Software Maintenance and License Agreements*

Hardware / Software Name	Departments	Channel	FY2026 Budget
Placer.AI	CED / Planning	Direct	\$ 32,000
Miller Consultations / Election Hardware Maintenance	Clerk	Direct	\$ 28,925
For The Record Justice Cloud	District Court	Direct	\$ 10,332
BS&A - BS&A Software Suite	Enterprise	Direct	\$ 72,000
Cisco / Cisco SmartNet	Enterprise	Reseller	\$ 24,750
Databank / Kofax Capture Maintenance	Enterprise	Reseller	\$ 15,500
Databank / OnBase Maintenance	Enterprise	Reseller	\$ 36,500
DocuSign	Enterprise	Direct	\$ 8,500
ESRI / AutoCAD	Enterprise	Reseller	\$ 9,750
Microsoft M365 Suite	Enterprise	Reseller	\$ 179,000
Tyler Technologies - New World ERP Suite	Enterprise	Direct	\$ 125,000
Veeam Maintenance	Enterprise	Reseller	\$ 15,000
VMWare Horizon (VDI) Maintenance	Enterprise	Reseller	\$ 16,500
VMWare vCenter Maintenance	Enterprise	Reseller	\$ 22,000
Watchguard Security Suites	Enterprise	Reseller	\$ 25,000
ClearGov - Strategic Planning & Budget SaaS Solution	Enterprise / Finance	Direct	\$ 48,000
BeyondTrust	Enterprise / IT	Direct	\$ 16,060
KnowBe4 Security Awareness Training & PhishER	Enterprise / IT	Reseller	\$ 17,500
Millennia / ITFusion - Mitel Phone Support	Enterprise / IT	Reseller	\$ 45,000
Netwrix Auditor	Enterprise / IT	Reseller	\$ 10,500
PDQ Smart Deploy Plus	Enterprise / IT	Direct	\$ 10,500
SAP Crystal Reports	Enterprise / IT	Reseller	\$ 8,500
Smarsh SMS Archiving	Enterprise / IT	Direct	\$ 24,000
TeamDynamix	Enterprise / IT	Direct	\$ 13,500
US Signal - Backup as a Service	Enterprise / IT	Direct	\$ 14,000
Vermont Systems - RecTrac	Parks & Recreation	Direct	\$ 9,000
Core Technologies - CAM / TIMS / Talon	Public Safety	Direct	\$ 34,000
Flock Cameras	Public Safety	Direct	\$ 121,000
ImageTrend - Elite Fire Reporting	Public Safety	Direct	\$ 12,750
LexisNexis / CopLogic DORS	Public Safety	Direct	\$ 18,000
NetMotion	Public Safety	Reseller	\$ 9,200

*Significant items requiring City Council approval

Schedule of Computer Hardware and Software Maintenance and License Agreements*

Hardware / Software Name	Departments	Channel	FY2026 Budget
NightHawk	Public Safety	Direct	\$ 6,550
PowerDMS Inc - Power DMS / Power Engage	Public Safety	Direct	\$ 20,000
State of Michigan - AFIS	Public Safety	Direct	\$ 9,000
Korterra	Public Works	Direct	\$ 6,800
Road Conductor	Public Works	Direct	\$ 9,000
AssetWorks - FleetFocus FA	Public Works / Motor Pool	Direct	\$ 29,000
Spatial Networks / Fulcrum	Public Works / Utilities	Direct	\$ 7,500
Tritech Software Systems/ Lucy	Public Works / Utilities	Direct	\$ 115,000
Bank-Up Check Processing System	Treasurer	Direct	\$ 15,600
Aquatic Infomatics / Linko (3 years ending 6/30/26)	Utilities	Direct	\$ 24,000
Aquatic Infomatics / WIMS	Utilities	Direct	\$ 23,050
i2G Systems / Genetec Security Camera Solutions	Utilities	Reseller	\$ 5,000
Kendall Electric / Rockwell Automation (ControlLogix PLC)	Utilities	Direct	\$ 10,500
Q-Mation / ThinManager	Utilities	Direct	\$ 50,000
Sensus / Customer Portal	Utilities	Direct	\$ 65,000
Sensus / SaaS	Utilities	Direct	\$ 25,000
Sensus AMI Solution	Utilities	Direct	\$ 34,000
TetraTech SCADA Support	Utilities	Direct	\$ 28,500
Wonderware North / WonderWare (SCADA)	Utilities	Direct	\$ 57,000
Contingency (accommodate increase due to inflation)	Enterprise		\$ 78,638
			\$ 1,651,405

*Significant items requiring City Council approval

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE OF NETWORK SWITCHING EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from People Driven Technology, Inc. for the purchase of Cisco brand network switching equipment in the total estimated amount of \$60,765.03.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from People Driven Technology, Inc. for the purchase of network switching equipment.
2. City Council authorizes the City Manager to sign the quote.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

Staff Report

Date: May 27, 2025
Subject: Replacement of Network Switches
From: Paul Gerndt, Director of Information Technology
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended the City Council authorize the purchase of Cisco network switches per a MiDEAL quote from People Driven Technologies in the amount of \$60,765.03.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

14 network switches are planned for replacement due to their age. The switches supply network connectivity to the end-user computers, printers, and other devices located within the KDL Wyoming Branch, 36th Street Fire Station, and Drinking Water Plant.

The typical service life of network switches such as the brand and model currently used is six years. The new devices will replace switches that are at least 6 years old with some exceeding 10 years.

Staff obtained a quote from People Driven Technologies (PDT), a trusted local vendor, for replacement of the switches. PDT's quote includes pricing from the MiDEAL purchasing agreement, an extension of the NASPO Value Point master agreement #AR3227. The contracted discount for routers, switches, and other on-premises network hardware varies from 35% to 45% off list price.



BUDGET IMPACT:

Sufficient budget in fiscal year 2025 is planned and available in the following accounts:

General Fund – Information Technology 101-228-22800-740.201

Public Safety Fund – Fire – Admin 205-336-33700-740.200

Water Fund – Water Utility 591-537-55300-740.200

Attachment(s):

Quote

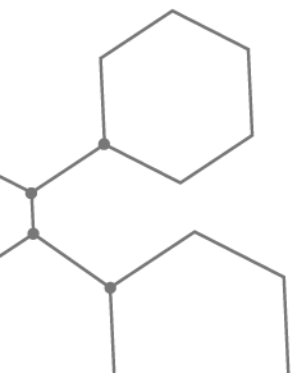


City of Wyoming

Cisco switching adds - redundant power supplies

Quote # 018877 v1

May 15, 2025





616-264-6700
orders@peopledriven.com

6300 Venture Hills Blvd SW
Byron Center, MI 49315

Cisco switching adds - redundant power supplies

Prepared by:

East Michigan

Bill Fedak
248-567-3027
fedakb@peopledriven.com
Todd Steichen
steichent@peopledriven.com

Prepared for:

City of Wyoming

Michelle Smith
Michelle.Smith@wyomingmi.gov

Quote Information:

Quote #: 018877

Version: 1
Delivery Date: 05/15/2025
Expiration Date: 06/13/2025

Cisco - NVP Contract# AR3227

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
3	C9200CX-12P-2X2G-A	Catalyst 9000 Compact Switch 12 port PoE+, 240W, Adv	\$2,677.32	\$1,560.30	\$4,680.90	41.72%
3	CON-SNT-C9200CXM	SNTC-8X5XNBD Catalyst 9000 Compact Switch 12 port PoE - 36 months	\$576.00	\$470.29	\$1,410.87	18.35%
3	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00	0.00%
3	C9K-CMPCT-PWR-CLP	Power Retainer Clip for 9200CX Compact Switch	\$29.58	\$17.24	\$51.72	41.72%
3	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	\$118.30	\$68.94	\$206.82	41.72%
3	CAB-CON-USB RJ45	Console Adapter - Micro USB to RJ45	\$41.41	\$24.13	\$72.39	41.73%
3	RACKMNT-19-CMPACT	19 in Rackmount for 9200CX switches	\$88.72	\$51.70	\$155.10	41.73%
3	SCAT9200CX UK9-1712	Cisco Catalyst 9200CX XE 17.12 UNIVERSAL	\$0.00	\$0.00	\$0.00	0.00%
3	C9200CX-DNA-A-12	C9200CX Cisco DNA Advantage, 12-Port Term Licenses	\$0.00	\$0.00	\$0.00	0.00%
3	C9200CX-DNAA12-3Y	C9200CX Cisco DNA Advantage, 3Y Term License, 12P	\$1,337.66	\$779.56	\$2,338.68	41.72%
3	C9200CX-NW-A-12	C9200CX Network Advantage, 12-port license	\$0.00	\$0.00	\$0.00	0.00%
3	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00	0.00%



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Qty	Part Number	Description	List Price	Price	Extended Price	Discount
10	C9200L-24P-4X-E	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials	\$4,780.79	\$1,517.22	\$15,172.20	68.26%
10	CON-SNT-C920024X	SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne - 36 months	\$1,086.00	\$886.69	\$8,866.90	18.35%
20	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00	0.00%
20	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	\$0.00	\$0.00	0.00%
10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	\$0.00	\$0.00	0.00%
10	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00	0.00%
10	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00	0.00%
10	PWR-C5-600WAC/2	600W AC Config 5 Power Supply - Secondary Power Supply	\$2,822.13	\$1,644.69	\$16,446.90	41.72%
10	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	\$0.00	\$0.00	\$0.00	0.00%
10	C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials, 24-port, 3 Year Term license	\$721.59	\$403.87	\$4,038.70	44.03%
10	C9200L-NW-E-24	C9200L Network Essentials, 24-port license	\$0.00	\$0.00	\$0.00	0.00%
10	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00	0.00%
1	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	\$8,252.06	\$2,618.85	\$2,618.85	68.26%
1	CON-SNT-C9200L4X	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne - 36 months	\$1,833.00	\$1,496.60	\$1,496.60	18.35%
2	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00	0.00%
2	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	\$0.00	\$0.00	0.00%
1	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	\$0.00	\$0.00	\$0.00	0.00%



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Cisco - NVP Contract# AR3227

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
1	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00	0.00%
1	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00	0.00%
1	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	\$4,233.19	\$2,467.02	\$2,467.02	41.72%
1	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	\$0.00	\$0.00	\$0.00	0.00%
1	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	\$1,324.59	\$741.38	\$741.38	44.03%
1	C9200L-NW-E-48	C9200L Network Essentials, 48-port license	\$0.00	\$0.00	\$0.00	0.00%
1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00	0.00%

Subtotal: **\$60,765.03**



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Cisco switching adds - redundant power supplies

Ship To:

City of Wyoming

1155 28th St. SW
PO#2025-00000397
todd.curran@wyomingmi.gov
Wyoming, MI 49509
Michelle Smith
(616) 530-7221
Michelle.Smith@wyomingmi.gov

Bill To:

City of Wyoming

Accounts Payable
PO Box 905
Wyoming, MI 49509
Michelle Smith
(616) 530-7221
Michelle.Smith@wyomingmi.gov

Quote Information:

Quote #: 018877

Version: 1
Delivery Date: 05/15/2025
Expiration Date: 06/13/2025

Quote Summary

Description	Amount
Cisco - NVP Contract# AR3227	\$60,765.03

Total: **\$60,765.03**

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

People Driven Technology

City of Wyoming

Signature: _____
Name: Bill Fedak
Title: Account Executive
Date: 05/15/2025

Signature: _____
Name: _____
Date: _____

Approved as to form:

Heather Chapman, Deputy City Attorney



P ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

1. **AGREEMENT:** PEOPLE DRIVEN TECHNOLOGY, INC. ("PEOPLE DRIVEN") DOES NOT ACCEPT AND EXPRESSLY OBJECTS TO ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY PURCHASE ORDER, STATEMENT OF WORK, OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THOSE TERMS AND CONDITIONS CONTAINED HEREIN, EXPRESSLY INCLUDING, WITHOUT LIMITATION, ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN. NO MODIFICATION OR WAIVER OF THESE TERMS WILL BE EFFECTIVE AGAINST PEOPLE DRIVEN UNLESS SPECIFIED IN WRITING AND SIGNED BY PEOPLE DRIVEN. THE RECEIPT OF THE QUOTE OR PAYMENT FOR THE PRODUCTS AND/OR SERVICES PROVIDED THEREUNDER SHALL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE TERMS HEREOF.
2. **PRICING:** Prices for any Products and/or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc.'s net income), (ii) shipping or packing charges, (iii) insurance, and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products and/or Services. The parties agree that all charges included in the price of the Products and/or Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges. All prices quoted shall be exclusive of sales tax or other applicable taxes, tariffs, duties or charges which are payable by Customer. Any tax, tariff, duty or charge which People Driven may be required to pay or collect, now or hereafter imposed by any governmental authority or agency, foreign or domestic, with respect to the sale, purchase, production, processing, storage, delivery, transportation, use, or consumption of any of the Products and/or Services covered hereby, including all taxes upon or measured by receipts from sales or services, shall be for the account of Customer, and any such charges may be added by People Driven as a separate item to People Driven's invoices.
3. **PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and/or Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.
4. **DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven.
5. **SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products and/or Services within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven within such 48-hour period or shall be waived.
6. **RETURNS:** Customer acknowledges that People Driven shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven.
7. **TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven reserves, and Customer hereby grants to People Driven, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
8. **WARRANTIES AND REMEDIES:**

Product Warranty: People Driven does not warrant any Product. All Products are provided to Customer by People Driven "AS IS." People Driven will, to the extent allowable, pass through any warranties and indemnifications provided by the manufacturer of the Product. Customer, recognizing that People Driven is not the manufacturer of any Product, expressly waives any claim that Customer may have against People Driven based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from People Driven against any such Claim made against Customer by another. Customer acknowledges that no employee of People Driven or any other party is authorized to make any representation or warranty on behalf of People Driven that is not expressly set forth in this Agreement.

Service Warranty: People Driven represents, warrants and covenants that (i) People Driven shall perform all Services, if any, in accordance with the material specifications set forth in the quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable quote for ninety (90) days from the completion thereof. Notwithstanding anything contained herein to the contrary, to the extent a manufacturer requires Products to be installed by People Driven or such manufacturer in order for a warranty to be valid, neither People Driven nor the product manufacturer shall provide a warranty for any Products which are not installed, as applicable, by People Driven or the product manufacturer. EXCEPT AS SET FORTH HEREIN, PEOPLE DRIVEN MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY SPECIFICALLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
9. **EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven by its suppliers, and People Driven does not warrant its accuracy and will not be liable for any error with regard to same.
10. **ORDER CANCELLATION:** Product cancellation and/or return is subject to manufacturer restrictions. People Driven will abide by its



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suppliers' current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.

11. SPECIAL NOTICE: Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM
DELL TECHNOLOGIES FOR DESKTOP AND LAPTOP COMPUTERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Dell Technologies for the purchase of desktop and laptop computers using the Midwestern Higher Education Compact (MHEC) purchasing agreement pricing in the total amount not to exceed \$60,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Dell Technologies for the purchase of desktop and laptop computers.
2. The 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: May 27, 2025
Subject: Desktop and Laptop Computers
From: Paul Gerndt, Director of Information Technology
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended the City Council approve the purchase of desktop and laptop computers from Dell Technologies in the amount not to exceed \$60,000.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Routine replacement of computers is a best practice to reduce breakdowns and an effective strategy for staying current with operating system versions. The city has established a standard for desktop and laptop computers, naming Dell as the manufacturer of choice.

Staff requested from Dell a quote to provide desktop and laptop computers to satisfy the FY2026 computer replacement program and to provide devices for new hires. Requirements for the current fiscal year include approximately 33 desktop and 26 laptop computers.

Dell's quote extends pricing from the Midwestern Higher Education Compact (MHEC) purchasing agreement. MHEC is a legislatively created agreement among the 12 Midwestern states to work together to further higher education within the region. The MHEC contract provides tiered discounts on end user computing, peripherals, device lifecycle management solutions, and associated services. Cities, counties, and local subdivisions of state government are named as eligible entities under the contract. Purchasing technology under this contract saves time and money by reducing the burden of writing, publishing, tabulating and awarding bids while achieving the most competitive pricing available. Contracted discount for laptop and desktop computers is 18% off list price.

FY2026 budget of approximately \$60 thousand was authorized for the purchase of desktop, laptop, and Windows tablet computers. To maximize benefit of the included 5-year warranty, purchases will be made throughout the year on an as-ready basis. As such, pricing may fluctuate. It is recommended that Council authorize expenditures for desktop and laptop computers from Dell up to the budgeted total (including contingency) of approximately \$60 thousand.

Quoted prices per unit are: \$796.13 for desktops, \$958.82 for 14-inch laptops, and \$973.67 for 16-inch laptops. These prices are equal to or slightly below prices paid for these items last year.

BUDGET IMPACT:

Funds for computer equipment are available in the FY 2026 budget in the following accounts:

<u>Department</u>	<u>Account</u>
City Manager	101-172-17200-740.200
Finance	101-191-19100-740.200
Treasurer	101-191-25300-740.200
Information Technology	101-228-22800-740.200
Human Resources	101-270-27000-740.200
Public Works	202-441-46300-740.200
Public Works	203-441-46300-740.200
Public Safety - Police	205-301-30500-740.200
Public Safety - Fire	205-336-33700-740.200
Parks & Rec - Market	208-751-67300-740.200
Parks & Rec - Facilities	208-751-75600-740.200
Parks & Rec - WSC	208-751-75800-740.200
Public Works	228-441-44300-740.200
Bldg Insp - Inspections	249-371-37100-740.200
Bldg Insp - Code Enf	249-371-37210-740.200
Bldg Insp - Rental Prgm	249-371-37300-740.200
Library	272-265-26500-740.200
Public Works	401-441-17500-740.200
Sewer - Transmission	590-441-54200-740.200
Sewer - Treatment	590-536-54300-740.200
Water - Trans & Dist	591-441-56200-740.200
Water - Pump & Treat	591-537-55300-740.200
Motor Pool	661-441-58200-740.200

Attachment:
Dell Technologies Quote



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 07, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	Summer Budget 2026	Sales Rep	Bill Alsbrooks
Quote No.	3000189418957.1	Phone	1(800) 4563355, 6179366
Total	\$51,246.16	Email	Bill.Alsbrooks@dell.com
Customer #	45120039	Billing To	ACCOUNTS PAYABLE
Quoted On	May. 08, 2025		CITY OF WYOMING
Expires by	Jun. 07, 2025		1155 28TH ST SW
	Dell Midwestern Higher		WYOMING, MI 49509-2825
Contract Name	Education Compact		
	(MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	29317402		

Message from your Sales Rep

All Orders are now being processed thru Self-Checkout Online. Simple, Fast and Secure. • Log into Premier Portal to place your order. If you do not have one, ask me how you can get a personalized page. • If you do not have a Premier Page set up yet, you can click & process your order at dell.com/qto choose 'Checkout as a Guest'

Regards,
Bill Alsbrooks

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2825 (616) 530-7206	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Micro QCM1250	\$796.13	33	\$26,272.29
Dell Pro 14 (PC14250) BTX Base	\$958.82	23	\$22,052.86
Dell Pro 16 (PC16250) BTX Base	\$973.67	3	\$2,921.01

Subtotal:	\$51,246.16
Shipping:	\$0.00
Non-Taxable Amount:	\$51,246.16
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$51,246.16
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Shipping Group Details

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2825 (616) 530-7206	Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Micro QCM1250	\$796.13	33	\$26,272.29
Estimated delivery if purchased today: May. 15, 2025 Contract # C000000979569 Customer Agreement # MHEC-04152022			

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 5 235T vPro(R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZJ	-	33	-
Windows 11 Pro	619-BBQD	-	33	-
16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWF	-	33	-
512GB SSD	400-BSWY	-	33	-
Internal WiFi Antenna	555-BLWT	-	33	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	33	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	33	-
Dell Pro Micro with 35W Processor	329-BKRP	-	33	-
Dell Wired Keyboard - KB216 - US English - Black	580-BCCR	-	33	-
Dell Wired Mouse - MS116	570-BBKP	-	33	-
ENERGY STAR Qualified	387-BBLW	-	33	-
US Power Cord	450-AAZN	-	33	-
Documentation	340-DNBV	-	33	-
Watch Dog SRV	379-BFYR	-	33	-
Quick Start Guide	340-DTWQ	-	33	-
US/Canada Battery Warning Label	389-FKHG	-	33	-
Print on Demand Label	389-BDQH	-	33	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	33	-
Shipping Material, MPP Cushion	340-DTXM	-	33	-
Shipping Label	389-BBUU	-	33	-
Regulatory Label for 90W Adapter	389-FKNR	-	33	-
Driver/APP for IRST	658-BFTS	-	33	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	33	-
Dell Pro Micro QCM1250	210-BPPV	-	33	-
No vPro(R) support	631-BCFK	-	33	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	33	-
Internal Speaker	520-BBGY	-	33	-
90 Watt A/C Adapter	450-ALFO	-	33	-

Fixed Hardware Configuration	998-HLVJ	-	33	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	33	-
Optional USB Type-C with DisplayPort Alt mode with Power In Cable	382-BBQK	-	33	-
No Option Included	340-ACQQ	-	33	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	33	-
Desktop BTO Standard shipment	800-BBIO	-	33	-
Dell Limited Hardware Warranty Plus Service	716-3403	-	33	-
ProSupport: Next Business Day Onsite, 5 Years	716-4277	-	33	-
ProSupport: 7x24 Technical Support, 5 Years	716-4282	-	33	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	33	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	33	-
Dell Pro Micro QCM1250	658-BFVZ	-	33	-
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	634-CCLG	-	33	-

Unit Price	Quantity	Subtotal
\$958.82	23	\$22,052.86

Dell Pro 14 (PC14250) BTX Base

Estimated delivery if purchased today:

May. 13, 2025

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 14 (PC14250) BTX Base	210-BPBR	-	23	-
Intel(R) Core(TM) 5 120U (10 cores, up to 5.0 GHz)	379-BGGZ	-	23	-
Windows 11 Pro	619-BBQD	-	23	-
Magnetite color, textured finish	354-BBKD	-	23	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	23	-
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	634-CCLG	-	23	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCMP	-	23	-
Integrated Intel(R) graphics for Intel(R) Core(TM) 5 120U processor	338-CRJM	-	23	-
Intel vPro Enterprise Management Not Offered	631-BCBH	-	23	-
512 GB SSD	400-BSKR	-	23	-
14", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam	391-BJPJ	-	23	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	23	-
Intel(R) AX211 WLAN Driver	555-BMMG	-	23	-
Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	555-BLLQ	-	23	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	23	-
65W AC adapter, USB Type-C	492-BDTG	-	23	-
No Fingerprint Reader	346-BLPB	-	23	-
E4 Power Cord 1M for US	537-BBDO	-	23	-
Quick Start Guide	340-DTVR	-	23	-
Documentation	340-DNBV	-	23	-

ENERGY STAR Qualified	387-BBLW	-	23	-
Fixed Hardware Configuration	998-HMPR	-	23	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	23	-
Dell Pro 14 (PC14250) Min Packaging, 65W, Type-C	340-DVZV	-	23	-
Intel® Core™ i5 Label	389-FHKG	-	23	-
POD Label	389-EDJB	-	23	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	23	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	23	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	23	-
Intel® Rapid Storage Technology Driver	409-BCYQ	-	23	-
ProSupport: Next Business Day Onsite, 1 Year	714-0174	-	23	-
ProSupport: Next Business Day Onsite, 4 Year Extended	714-0205	-	23	-
ProSupport: 7x24 Technical Support, 5 Years	714-0217	-	23	-
Dell Limited Hardware Warranty	714-0313	-	23	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	23	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	23	-

Unit Price	Quantity	Subtotal
\$973.67	3	\$2,921.01

Dell Pro 16 (PC16250) BTX Base

Estimated delivery if purchased today:

May. 13, 2025

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 (PC16250) BTX Base	210-BPBF	-	3	-
Intel(R) Core(TM) 5 120U (10 cores, up to 5.0 GHz)	379-BGGZ	-	3	-
Windows 11 Pro	619-BBQD	-	3	-
Magnetite color, textured finish	354-BBKB	-	3	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCMP	-	3	-
Integrated Intel(R) graphics for Intel(R) Core(TM) 5 120U processor	338-CRGB	-	3	-
Intel vPro Enterprise Management Not Offered	631-BCBH	-	3	-
512 GB SSD	400-BSKR	-	3	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	3	-
16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam	391-BJPD	-	3	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	3	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	3	-
Intel(R) AX211 WLAN Driver	555-BLWM	-	3	-
Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	555-BLLQ	-	3	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	3	-
65W AC adapter, USB Type-C	492-BDTG	-	3	-

No Fingerprint Reader	346-BLHC	-	3	-
E4 Power Cord 1M for US	537-BBDO	-	3	-
Quick Start Guide	340-DTVQ	-	3	-
Documentation	340-DNBV	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
Fixed Hardware Configuration	998-HMPD	-	3	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	3	-
Dell Pro 16 Min Packaging Type-C	340-DSNJ	-	3	-
POD Label	389-EDJB	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Intel® Rapid Storage Technology Driver	409-BCYQ	-	3	-
Intel® Core™ i5 Label	389-FHKG	-	3	-
ProSupport: Next Business Day Onsite, 1 Year	714-0174	-	3	-
ProSupport: Next Business Day Onsite, 4 Year Extended	714-0205	-	3	-
ProSupport: 7x24 Technical Support, 5 Years	714-0217	-	3	-
Dell Limited Hardware Warranty	714-0313	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	3	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	3	-
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	634-CCLG	-	3	-

Subtotal:	\$51,246.16
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$51,246.16

Approved as to form:



Heather Chapman, Deputy City Attorney

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
PONTIFEX CONSULTING GROUP, LLC TO CONDUCT
A COMPENSATION AND CLASSIFICATION STUDY

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Pontifex Consulting Group, LLC, to conduct a compensation and classification study in the total estimated amount of \$44,500.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Pontifex Consulting Group, LLC to conduct a compensation and classification study.
2. City Council authorizes the City Manager 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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Tabulation Sheet

Proposal/Contract

Resolution No. _____

STAFF REPORT

Date: May 19, 2025

Subject: Compensation and Classification Study

From: Emily Vande Griend, Director of Human Resources

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended City Council accept a proposal from Pontifex Consulting Group, LLC, for a compensation and classification study in the amount of \$44,500.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 4 – Attract, train, and retain a talented workforce
 - OBJECTIVE 2 – Complete a citywide wage study

DISCUSSION:

As a local government, the City is tasked with delivering services to the public, and the employees who provide these services have a direct impact on the quality of life of the residents.

Employees at the City of Wyoming have regularly demonstrated their commitment to the City and its mission of “Community, Safety, Stewardship” by finding creative or cost-effective solutions to problems, utilizing grants or alternative funding sources, or obtaining specialized certifications.

When positions become available, new hires must be properly trained and equipped to perform the variety of complex job duties associated with the position they’ve been hired for. Rather than searching for new employees, it’s more time- and cost-effective to retain existing employees. Furthermore, one of City Council’s goals in the strategic plan is to “attract, train, and retain a talented workforce.”

Retention happens for a variety of reasons. Studies consistently show workplace culture and compensation are drivers of retention. Harvard Business Review states retention can be reinforced through a combination of “job satisfaction and environmental reasons,” which can include internal opportunities, culture, and pay and benefits.

Succession planning, training, and culture are regularly evaluated and solutions implemented. Pay and benefits are assessed in-house on an individual position basis or on job groupings or classifications. However, overall compensation, including a review of each position at the City, should be regularly assessed through wage or total compensation surveys to remain in line with

the market and to ensure job duties are evaluated and represented appropriately in job descriptions.

It is also important to note the job market has changed. The City competes against private and public sector employers for top-of-the-line talent. Employees are more likely to move from job to job than they have been in the past, which means the City needs situate itself as an “employer of choice” to attract talent in high demand.

Conducting this compensation and classification study will develop and refine the City’s overall compensation plan. It is essential for the compensation structure to fairly and competitively compensate employees for the work they are performing. With four contract negotiations approaching over the next two years, evaluating the variety of positions is essential to ensure contracts provide fair and competitive total compensation to employees.

The Human Resources team put out a request for proposals and received 15 responses. After reviewing the proposals, I recommend contracting with Pontifex for the comprehensive compensation and classification study. Pontifex has a broad depth of experience conducting such studies and has worked successfully with a number of local and regional municipalities to develop and implement their compensation plans.

BUDGET:

The cost for the compensation and classification study is \$44,500 and will be charged to account 101-270-27000-801.000. Sufficient funds exist in this account, and no budget amendment will be needed.

Attachments:

- Contract
- Tabulation sheet



TABULATION OF BIDS
COMPENSATION AND CLASSIFICATION STUDY
OPENED BY THE CITY CLERK ON MARCH 25, 2025, AT 11:00 A.M.

Company Name	Price
Flaherty & Hood, P.A.	\$33,000
Management Advisory Group International, LLC	\$41,000
Pontifex Consulting Group, LLC	\$44,500
Evergreen Solutions, LLC	\$54,500
AutoSolve, Inc	\$54,750
Rehmann Robson LLC	\$65,500
HR Collaborative	\$70,300
MGT Impact Solutions, LLC	\$70,980
Yeo & Yeo HR Advisory Solutions, LLC	\$72,250
Intrinz Inc.	\$75,950
Municipal Consulting Services LLC	\$79,300
CBIZ Benefits & Insurance Services, Inc	\$81,495
McGrath Human Resources Group	\$101,275
Plante & Moran, PLLC	\$104,000
The Segal Company	\$279,000



COMPENSATION & CLASSIFICATION STUDY PROPOSAL

City of Wyoming

COPY

Issued
March 12, 2025



March 12, 2025

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

Please accept the attached proposal in response to your RFP for a compensation and classification study for the City of Wyoming. The Pontifex Consulting Group is experienced in conducting studies similar to yours in comparable organizations. We are confident that we can deliver quality service that is second to none.

We have attached a concise proposal that will provide the following information:

Firm Information
Staff Resumes
Project Approach
Cost Proposal
Project Timeline
References
Required Documentation

We very much appreciate the opportunity to submit this information and look forward to assisting you in performing these consulting services. Should you require any additional information or have questions regarding our attached proposal or fee schedule, please call me at 612.803.3516 or email at pronza@pontifex-hr.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Ronza".

Peter Ronza, CCP, SPHR
President

Firm Profile

Pontifex Consulting Group LLC

The Pontifex Consulting Group LLC, was formed eighteen years ago by human resources professionals who have extensive experience as both practitioners and consultants in compensation, benefits and other human resources disciplines. We adhere to a client-focused philosophy of highly personal service with integrity, confidentiality, dedication, efficiency, fairness to all parties, and professionalism.

We recognize that your employees are your greatest investment and that they are the key element to the success of your organization. That fact alone requires that you employ a consultant who is experienced and accountable. Our goal is to provide a service experience that is second to none. You should experience nothing less.

Our goal is to satisfy our customer's needs with solutions that will work in relation to your culture. **We do not believe in recommending "cookie-cutter" products or automated programs that are revised to adapt to your organization.** There are as many different methods of classifying and compensating employees as there are different varieties of organizations. That kind of service takes time and effort and is the only way we know of to provide you with the quality professional products that get you where you want to be.

We provide personalized services that are reasonably priced. Your project is serviced from beginning to end with service to you, our customer, as our primary objective. Compensation is a very sensitive issue and we treat it as such. For an employer it is their largest investment and for employees it means putting food on the table and a roof over their head. We take our responsibility very seriously.

Our services are reasonably priced due to the fact that we do not have extensive overhead that we are relying on our clients to support. Through the efficient and effective use of technology and our experience, we can give our clients first class service at affordable prices. We expect to deliver the same value as what we would expect if we were in our client's shoes.

The consultants assigned to your project are the people who are committed to your project's success. We do not dazzle you on-site with talent and then come back home to assign your project to a room full of neophyte employees. Our consultants have decades of professional experience in performing services similar to what is being proposed for your organization. If you have a question or issue, your consultant will be able to address it to your satisfaction.

Published articles and resources may be accessed on our website at:

<https://pontifex-hr.com/resources-publications>

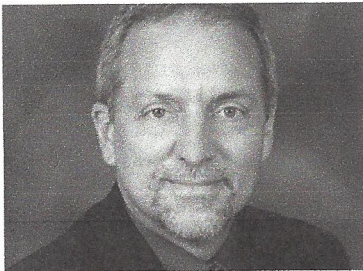
The firm has not experienced any financial difficulties or been involved in any pending or threatened investigations or litigation in its eighteen (18) years of existence.

Firm Profile

Key differentiators from our competitors:

- **Expertise** – The depth of professional experience and skills of staff assigned to this project (as outlined in resume section) is second to none. We have provided services to a wide variety of industries both as consultants and practitioners. We also “give back” to the professional community through publishing, speaking at professional conferences and teaching.
- **Custom Solutions** – There is no “one solution” for an organization or industry. We take the time to assess your culture, needs, and objectives. There are many different methods by which to compensate employees and the solution for your organization must “fit” your organization to be successful. We will never recommend an “off-the-shelf” product that we have used for all our clients. That is against our professional ethics and would ask that you retain another firm if you desire that kind of deliverable.
- **Service** – What you see is what you get. The practitioners who will appear on your worksite at the project implementation meetings will be the individuals who service your contract from beginning to end. We do not have a cadre of neophyte analysts who will be given your project once the team has returned from your organization. If you need to contact us, we will be available. If you need changes, they will be discussed and executed. This is not our project, it is your project.
- **Honesty** – We are being engaged to ensure quality and success. That requires that we engage in a professionally honest relationship. We will present you with options, opinions and recommendations, and will actively listen to you. We are being retained due to our professional experience as your consultants and will engage in such a manner. We will not provide confusing, voluminous proposals and documentation for the purpose of self-aggrandizement.
- **Familiarity with Public Sector** – Although we have provided services for the public sector as consultants, we also have extensive experience as practitioners within organizations. This gives us a valuable insight into the issues, political and cultural, that come into play when designing, implementing and maintaining compensation systems. This is also why we commit to provide assistance at no charge after the study has been delivered.

Firm Profile *(Our People)*



Peter Ronza CCP, SPHR - President

Mr. Ronza will be responsible for managing the project and providing consulting services. He has over thirty years of experience in health care, banking, higher education, government and as a consultant for a variety of industries. He also has been called upon as a resource based on his expertise by print and video media (NBC Nightly News, Wall Street Journal, US News & World Report).

Mr. Ronza is an Adjunct Professor for graduate and undergraduate programs at the Human Resources and Industrial Relations Department of the Carlson School of Management at the University of Minnesota. He also served as an Adjunct Professor at the Organizational Learning and Development Department at the University of St. Thomas.

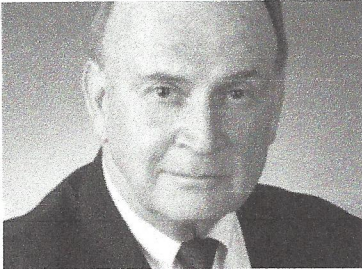
Mr. Ronza is also an expert on regulatory issues such as the Fair Labor Standards Act (FLSA). He has assisted a variety of clients in ensuring that they are in compliance with overtime and equal pay provisions of the act. He advises clients on designing their workforce structures to ensure that they are in compliance with regulations while at the same time achieving organizational objectives.

Mr. Ronza has a Master's degree in Human Resources/Industrial Relations from the University of Minnesota.

Mr. Ronza is a member of:

- WorldatWork (formerly American Compensation Association) and has his Certified Compensation Professional (CCP) certification.
- Society for Human Resources Management and has his Senior Professional Human Resources (SPHR) certification. He also served on the Total Rewards Special Expertise Panel (2005-2008) and the Ethics Special Expertise Panel (2010-2012) that provided advice and professional services to the 285,000 members of SHRM.

Firm Profile *(Our People)*



Robert Greene Ph.D. – Consulting Principal

Dr. Greene is a Consulting Principal with our compensation and human resources management consulting practice. He will be responsible for cultural assessment, classification analysis, quality assurance and composition of the final report. He has over forty years of human resources consulting experience with a wide variety of organizations.

Dr. Greene is an expert on consulting with organizations on formulating human resources management strategies and designing, implementing, administering and evaluating performance and compensation management programs. He also provides counsel on defining, assessing and reshaping organizational culture and the effective management of cross-cultural workforces.

Dr. Greene has written four books (Rewarding Performance; Rewarding Performance Globally; The Most Important Asset: Valuing Human Capital; Strategic Talent Management) and over 100 articles on HR and compensation management, performance management, organizational culture and change management. He was awarded the first Keystone Award for attaining the highest level of excellence in the field by the American Compensation Association (now WorldatWork). He serves as adjunct faculty at DePaul University and a faculty member for the CPHRC certification program offered in countries around the world.

Dr. Greene has a Ph.D. in Applied Behavioral Science from Northwestern University and an MBA from the University of Chicago.

Dr. Greene is a member of:

- WorldatWork (formerly ACA) and has his Certified Compensation Professional (CCP), Certified Benefits Professional (CBP) and Global Remuneration Professional (GRP) certifications.
 - Society for Human Resources Management (SHRM) and has his Senior Professional Human Resources (SPHR), Global Professional Human Resources (GPHR) and SHRM-SCP certifications. He has served as a designer and faculty member for SHRM's professional development programs and was a principal designer of the PHR/SPHR certifications.
 - Society for Industrial and Organizational Psychology (SIOP), a division of the American Psychological Association.
-

Firm Profile *(Our People)*



David Gramer CCP, GRP, PHR – Consultant

Mr. Gramer will be responsible for providing market analysis and compensation system design services on this project. He has over eighteen years of compensation experience, which include external and internal consulting, and ten of which have been working with national and global compensation and expatriate programs.

Mr. Gramer has served as an adjunct professor of Global Business and Human Resources programs. He has also served as a guest speaker on these topics at colleges and universities as well as professional associations.

Mr. Gramer has a Master's degree in Business Administration from the University of St. Thomas.

Mr. Gramer is a member of:

- WorldatWork (formerly American Compensation Association) and has his Certified Compensation Professional (CCP) certification, as well as his Global Remuneration Professional (GRP) certifications.
- Society for Human Resources Management and has his Professional Human Resources (PHR)

Firm Profile *(Our People)*



Anthony Wade PhD, APM, PHR – Consultant

Dr. Wade will be responsible for providing equity analysis and compensation system design services on this project. He has over thirty years of compensation experience, which include external and internal consulting, conflict management, and assisting organizational leaders in driving inclusive business practices and cultural change.

Mr. Wade is a life-long member and former regional Vice President of the National Association of African Americans in Human Resources (NAAHR). He was a founding member of NAAHR Colorado State Chapter and its first President. He is a skilled facilitator and has served as a guest speaker on at regional state and national conferences on the topics of diversity, equity and inclusion.

Dr. Wade has a PhD from Colorado State University and is a graduate of the Defense Equal Opportunity Management Institute.

Dr. Wade is a member of:

- Society for Human Resources Management and has his Professional Human Resources (PHR)
-

Firm Profile *(our People)*



Jerry Keating IPMA-SCP, SPHR – Consultant

Mr. Keating will be responsible for employee communications, outreach, onsite consultation and system development services on this project. He has over twenty years of human resources experience, which extensive experience in labor relations, mediation, collective bargaining and arbitration. He has an additional ten years of consulting experience nationwide in all areas of human resources management. He is often called upon to provide training for organizations in systems implementation and conflict resolution.

Mr. Keating has a Master's degree in Business Administration from Columbia Southern University.

Mr. Keating is a member of:

- International Public Management Association for Human Resources (IPMA-HR) and has his IPMA-HR Senior Certified Professional certification (IPMA-SCP).
 - Society for Human Resources Management and has his Senior Professional Human Resources (SPHR) certification.
-

Project Approach

The purpose of the comprehensive compensation study is to evaluate the labor market competitiveness of the classification and compensation plans for the City of Wyoming (Client).

Given our desire to provide customized service to the Client, we believe our proposal is straightforward and identifies the core elements of the study. Our services are flexible so as to take into account your needs and any conclusions or requirements during the project. The Pontifex Consulting Group (Consultant) will perform the following tasks to achieve the Client's goals and objectives:

Project Approach

Task I Project Initiation & Onsite Meetings

Project Initiation
Examination of Current Programs
Total Compensation Philosophy
Project Administration
Initial Employee Communication

Task II Classification Analysis

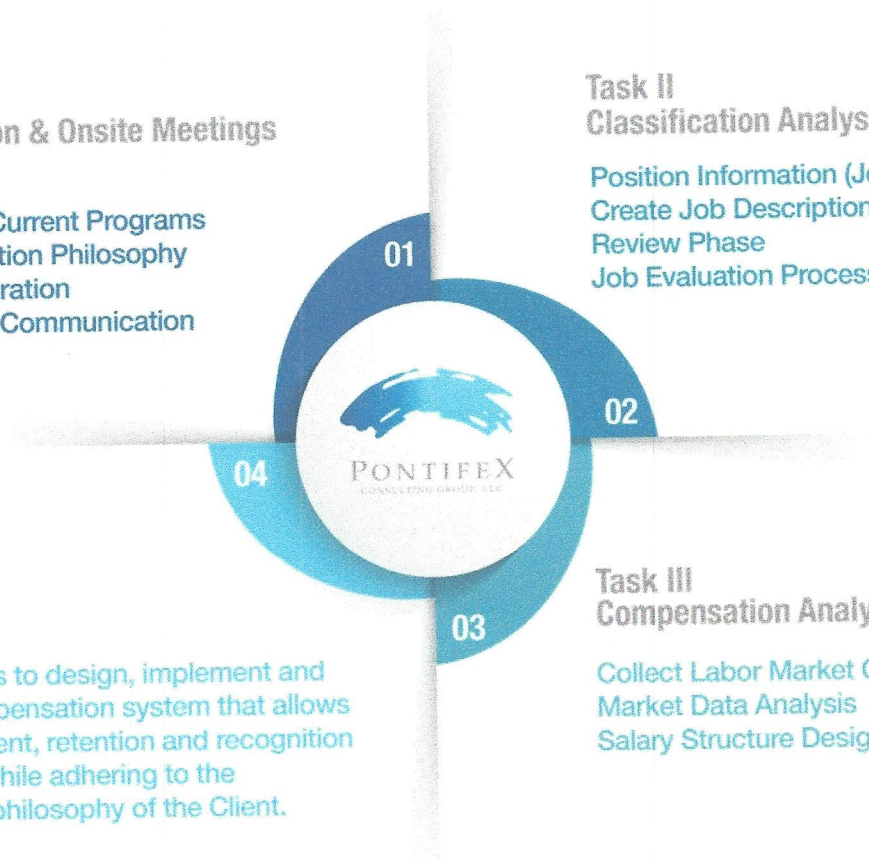
Position Information (Job Analysis)
Create Job Descriptions
Review Phase
Job Evaluation Process

Task IV Project Report

The end result is to design, implement and maintain a compensation system that allows for the recruitment, retention and recognition of employees while adhering to the compensation philosophy of the Client.

Task III Compensation Analysis

Collect Labor Market Compensation Data
Market Data Analysis
Salary Structure Design & Implementation



Project Approach *(Continued)*

Task I – Project Initiation & Onsite Meetings

Task	Description
Organizational Strategy	The Consultant will discuss with the Client organizational objectives and cultural perspectives to ensure that they are taken into account in the development of programs that will serve your needs today and in the future. We will engage onsite with management, human resources, and other staff members as required to obtain information or clarification necessary for project deliverables.
Human Resources Strategy	The Consultant will engage in overall discussion of the human resources strategy to attract, retain, develop and motivate staff, as well as meet the changing needs of the workforce. We will also examine how the compensation program supports other human resources initiatives for the workforce.
Current Program Review	The Consultant will review existing job descriptions, organization charts, job evaluation and salary administration methodology, and all other relevant job classification material. These actions will allow us to provide recommendations on how to guide the study to a successful completion. We will seek clarification and follow-up during our onsite meetings with management staff.
Total Compensation Philosophy	The Consultant will confirm the Client's Total Compensation (compensation and benefits) philosophy and assist in the drafting of an official document, if required. It is critical for the Consultant to completely understand the Client's total compensation philosophy and its role in the attraction, retention and motivation of staff. Consultant will also discuss and reach agreement on the competitive labor markets to be used for benchmarking purposes.
Project Administration	The Consultant will work with the Client to confirm the schedule of deliverables for the study. We will also clarify involvement of the Client's staff to ensure timely completion of tasks, approval of documents and distribution of communication materials.
Task Outcome	
The outcome of this Task is a philosophy and strategy that will serve as the basis to evaluate current programs, guide the alignment of the compensation programs, and reach agreement on study goals, objectives and deliverables. The Consultant will also conduct desired communication with managers and staff.	
Task Timeline	
The timeline to complete this Task is typically one to two weeks. We will collect organizational information prior our onsite visit and work with the Client to schedule the onsite meetings. Onsite meetings will comprise one to two days after which the Consultant will have obtained all relevant information necessary to proceed with the study.	

Project Approach *(Continued)*

Task II – Classification Analysis

Based on the study objectives outlined in Task I, a classification analysis will be conducted of all covered jobs. Jobs will be examined to ensure description of work is current and in a relevant format. This process will also result in a job evaluation with the objective of providing a system that reflect the current classification of work while adhering to the culture of the organization. This will deliver internal equity while providing a system that can be maintained by internal staff.

Task	Description
Position Information (Job Analysis)	Consultant will utilize a combination of existing Client documentation together with management interviews to obtain relevant information in regard to job duties, responsibilities and requirements. Upon examination of the existing documentation, Consultant will conduct onsite interviews with management staff to clarify questions and resolve any issues. Consultant will not complete this stage of the study until they have acquired a complete understanding of Client's operations and jobs.
Finalize Job Descriptions	Based upon the job analysis process, Consultant will recommend new/revised job descriptions, in a format acceptable to Client that ensures all requirements regarding essential functions and minimum qualifications are included. Job descriptions will be composed in a manner that complies with ADA, EEO standards, and other legally required information. Consultant will also conduct Fair Labor Standards Act (FLSA) exemption tests using current United States Department of Labor FLSA guidelines.
Review Phase	Client Human Resources and management staff will review and comment on job description drafts and classification recommendations. Consultant will review and revise job description drafts as appropriate.
Job Evaluation Process	Consultant will utilize the appropriate job evaluation methodology to provide a recommendation for a classification system that reflects the Client's organizational structure and culture as well as ensuring internal pay equity. It will incorporate job families (where appropriate) and clear career progression paths. <i>We do not sell a "one-size-fits-all" methodology as a solution to your needs.</i> The structure must also be constructed in a way that will allow for inhouse staff to maintain and administer the system after the study is completed. The Client will provide input in regard to the Consultant's recommendations and changes will be made as appropriate.
Task Outcome	
The outcome of this Task is an analysis of the organization's jobs, composition of job descriptions in a desired format, and job evaluation of those jobs that provides a classification structure. The structure will be developed utilizing a job evaluation system that is best suited to the Client's mix of jobs, assignment of duties, and culture while providing a standard of internal equity. Inhouse staff will acquire training into new plan by Consultant explaining this process as it occurs. Understanding construction of the system will enhance comprehension of administration of the system.	
Task Timeline	
The timeline to complete this Task will be about eight weeks to maintain the overall project timeline.	

Project Approach *(Continued)*

Task III – Compensation Analysis

Based on the study objectives outlined in Task I, a compensation survey will be conducted. The competitive labor market data will be analyzed to determine the current competitive stance of the Client compared to its total compensation philosophy and strategy.

Task	Description
Collect Labor Market Data	The Consultant will work with the Client to identify and confirm specific labor market competitors that will be contacted to provide compensation and benefits data for non-union jobs. The Consultant will design custom market survey(s) and follow-up with respondents to ensure accurate analysis and reporting of information. The Consultant possesses published professional salary surveys that will provide for data from the private sector market.
Market Data Analysis	The Consultant will collect and analyze data to ensure accuracy and reliability of data. Follow-up will be conducted with competitors to ensure accuracy and relevancy of data. We will then analyze the current compensation of Client employees in relation to the competitive labor market data to determine the Client's positioning, both on an individual and aggregate basis.
Market Best Practices	The analysis will also survey competitor best practices and determine where they may be of value in consideration of the Client's compensation philosophy and strategy outlined in Task I. The principles will be discussed, and recommendations provided for possible inclusion of concepts into the plan design.
Market Position	The Consultant will analyze the current compensation of Client's jobs in relation to the competitive labor market data to determine if the Client leads, matches, or lags the market based on the Client's compensation philosophy.
Salary Structure Design	Client management staff will review and comment on recommendations for a salary structure that reflects market alignment as well as internal equity. The structure will also be constructed in a manner to avoid salary compression. Consultant will also provide financial impact scenarios to assist the Client in the implementation of said recommendations. Consultant will review, discuss and revise recommendations as appropriate.
Impact Analysis	Consultant will provide financial modeling and system implementation recommendations. Identification of any compensation outliers/concerns and appropriate options for remediation will also be provided. Consultant will also provide policy language and guidelines for the administration of the system to address placement of staff in a variety of circumstances (recruitment, promotion, reclassification, etc.).
Task Outcome	
The outcome of this Task is an analysis of the Client's position to their competitive labor market and the development of a compensation structure. The structure will be developed utilizing standard compensation analytical tools, such as regression analysis, as appropriate to prevent pay compression and other issues commonly associated with salary structures. Inhouse staff will acquire training into new plan by Consultant explaining this process as it occurs. Understanding construction of the system will enhance comprehension of administration of the system.	
Task Timeline	
The timeline to complete this Task will be about six weeks to maintain the overall project timeline.	

Project Approach *(Continued)*

Task IV – Project Report

The Consultant will prepare a comprehensive report that will summarize the processes used to conduct the study as well as the findings and recommendations of the study. The Client will have an opportunity to review and discuss the report with the Consultant. Based on these discussions, the Consultant will update and finalize the report.

Task	Description
Report Elements	<ol style="list-style-type: none"> 1. Detailed summary of the job analysis process. 2. New/revised job descriptions. 3. Job evaluation recommendations (internal equity) 4. Results of the comparative compensation and benefits (external equity) analysis. 5. Recommendation for a base compensation structure(s) for all jobs that will align with compensation philosophy. 6. FLSA analysis and audit sheets for all jobs that pass the exemption tests. 7. Recommendations on pay compression issues. 8. Recommendations on a process to update and keep the system current. 9. Draft policies and procedures for system administration practices. 10. Recommendations on implementation options. 11. Financial impact analysis on the implementation of Consultant's recommendations. 12. Training for Client staff that will enable them to maintain the system following its implementation.
Onsite Presentations	The Consultant will be available to present the findings and recommendations to the City Council, management, and staff (as desired). This will allow all parties an opportunity to ask questions and have a complete understanding of the goals, objectives and deliverables of the study.
Study Documentation	All study documentation will be provided to the Client in electronic formats (Windows compatible files). There is no need or value for the Client to expend additional resources to acquire a licensed automated system. Maintenance can easily be performed by Client staff utilizing Excel and their existing ERP system.
System Training	Consultant will provide training to inhouse staff regarding how to maintain the classification and compensation programs. Again, our goal is to provide you a system that requires little outside involvement from a consultant. Included with this training are desired policy language that will address procedures, adjustment practices and career progression processes.

The end result is to design, implement and maintain a compensation system that allows for the recruitment, retention and recognition of employees while adhering to the compensation philosophy of the Client.

Cost Proposal

Total cost for the study is proposed based upon the employee population and services mentioned in your RFP.

The following line item schedule summarizes the different study tasks costs:

Project Initiation & Onsite Meetings	\$5,500
Classification Analysis	\$19,000
Compensation Analysis	\$12,750
Project Report	\$7,250
<hr/>	
TOTAL COST	\$44,500

The Consultant agrees to answer questions and provide implementation assistance at no additional cost pertaining to this study for a minimum of twelve (12) months following the date of study completion to ensure that the system/products that we have provided are administered properly.

For work beyond that specified in this proposal, we would be happy to quote a flat rate that is more equitable to the achievement of the desired tasks and mindful of the financial resources of the Client.

Project Timeline

The following timeline is based upon services requested by the Client to complete the study. Consultant will revise this proposal based upon initial consultation with Client during Task I.

Task and Weeks	1	2	3	4	5	6	7	8	9	10	11	12
<u>Task I:</u> Project Initiation & Onsite Meetings												
<u>Task II:</u> Classification Analysis												
<u>Task III:</u> Compensation Analysis												
<u>Task IV:</u> Project Report												

References

Recent clients served on projects similar in scope:

City of Holland, Michigan

We were retained to conduct a compensation study for staff. This included a combination of analyses based upon custom and published survey sources. The end result was the composition of recommendations for compensation system adjustments, new grading/classification of jobs and updates to compensation philosophy and strategies.

Contact: Jennifer Orme, Director of Human Resources, 616.554.0732
j.orme@cityofholland.com

City of Kentwood, Michigan

We were retained to conduct a classification and compensation study for represented and non-represented staff. All staff completed job questionnaires from which classification descriptions were composed. This study included a combination of compensation and benefits analyses based upon custom and published survey sources. We assisted the Mayor with Board briefings and the creation of a compensation study committee. Deliverables consisted of compensation philosophy and strategies, new classification descriptions, a new classification structure, and compensation programs. We conducted a compensation study in 2021 to determine labor market positioning and align the City's position to market.

Contact: Gail Dewey, Director of Human Resources, 616.554.0732
deweyg@ci.kentwood.mi.us

City of Grandville, Michigan

We were retained to perform a classification and compensation analysis of non-represented jobs. This involved updating/revising job descriptions, and a comprehensive compensation and benefits practices analysis of labor market competitors. Revised salary ranges and benchmark positioning were recommended.

Contact: Emily Navarre, Human Resources Manager, 616.530.7811
navaree@cityofgrandville.com

References *(continued)*

City of South Haven, Michigan

We were retained to conduct a classification and compensation study for represented (two bargaining units) and non-represented staff. This included a combination of analyses based upon custom survey of comparable Michigan public agencies. The end result was the composition of a compensation philosophy, recommendations to revisions of existing classification and compensation programs.

Contact: Kim Wise, Human Resources Director, 269.637.0749
kwise@southhavenmi.gov

City of Walker, Michigan

We were retained to conduct a compensation study for represented and non-represented staff. This included a combination of analyses based upon custom survey of comparable Michigan public agencies. The end result was the composition of recommendations for compensation system adjustments.

Contact: Shannon Bales, Human Resources Director, 616.791.6797
sbales@walker.city

Kent County Road Commission, Michigan

We were retained to conduct a compensation study to determine labor market positioning for non-represented and represented job classifications. This included a combination of analyses based upon custom and published survey sources. We provided a variety of analyses, recommendations and presentations that ensured labor market competitiveness.

Contact: Michael Dennis, Director Human Resources, 616.242.6937
mdennis@kentcountyroads.net

We would be happy to share other references from public sector clients we have serviced in the past eighteen (18) years

BID/PROPOSAL FORM

Compensation and Classification Study

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

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/proposal form, including, without limitation, all of 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.

	<u>YES</u>	<u>NO</u>
Is the bidder a:		
Section 3 Certified Contractor?		X
If yes, DUNS #: _____		

		X
Are you, or the business owner related to any elected official or employee of the City?		
If yes, list name and relationship: _____		

Unless the specifications otherwise state, the following is provided for statistical purposes only.

	<u>YES</u>	<u>NO</u>
Is the bidder a:		
Woman Owned Company?		X
Minority Owned Company?	X	
Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):		
<u>Pontifex Consulting Group</u>		

BID/PROPOSAL FORM CONTINUED

Compensation and Classification Study

Provide/include with the RFP response, as specified herein, a detailed and itemized cost* proposal for the Scope of Services. List a total cost of the project below.

State Total Bid Price: \$ \$44,500

*A detailed list of the costs associated with each component of the project must be included as part of the bid response packet.

Pontifex Consulting Group

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Ant. P. Arner

[Signature for proponent]

Peter Ronza, President

[Printed name and title of person signing]

Date signed: January 27, 2023

1841 113th Avenue NE

[Proponent's street address]

Blaine, MN 55449

[City] [State] [Zip]

612.803.3516

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

pronza@pontifex-hr.com

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

[Handwritten signature]

[2nd signature for proponent]

David Gramer, Consultant

[Printed name and title of 2nd person signing]

612.803.3516

[Proponent's business phone]

651.335.7936

dgramer@pontifex-hr.com

Limited Liability Company, Minnesota

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



CONTRACT FORM

This Contract Form on the next page must be completed and 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 Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

COMPENSATION AND CLASSIFICATION STUDY 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 Compensation and Classification Study 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 January 31, 2023 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: Pontifex Consulting Group
Legal Name of Business

Business Name (D.B.A if different from above)

Limited Liability Corporation, Minnesota
Form of Business and State in which formed

1841 113th Avenue NE
Street Address

Blaine, MN 55449
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: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:

Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor

By: _____
Signature for Contractor

Peter Ronza, President
Printed Name & Title of Person Signing

Date signed: March 12, 2025

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
LIBRARY INFORMATION DESK FURNITURE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Interphase Interiors for library information desk furniture for the Wyoming Branch of the Kent District Library in the total estimated amount of \$9,400.12.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of information library desk furniture from Interphase Interiors.
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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quote

Resolution No. _____

STAFF REPORT

Date: May 20, 2025
Subject: Library Information Desk Furniture
From: Tim Montgomery, Parks Foreman
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended City Council authorize the purchase of a three-piece information desk furniture set for the Wyoming Branch of the Kent District Library from Interphase Interiors, a sole source supplier, in the amount of **\$9,400.12**.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 1 – Improve City infrastructure and service to its residents

DISCUSSION:

The City received a quote for furniture to be used in the Wyoming library patron information area. The three-piece furniture set will be purchased from a sole source supplier, Interphase Interiors.

As part of the City's ongoing partnership with the Kent District Library (KDL), the City has historically provided furniture for the facility as needed. The Wyoming Library Branch Manager has identified the need and requested furniture for the patron information area.

When the carpet for the library was replaced in 2023 every piece of furniture on the public floor needed to be moved. This presented a unique opportunity to re-envision the layout of the library to better match the current needs of the public, which have changed since the building was remodeled in 2001.

TABULATION:

Sole Source Furniture Supplier	Quoted Amount
Interphase Interiors	\$9,400.12

BUDGET IMPACT:

Funds for this purchase are allocated in account number 272-265-26500-975.000.

Attachment(s):

Sole Source Letter

Drawing

Dear Partner,

This letter is validation that the below mentioned series of products from mediatechnologies is distributed solely by mediatechnologies. No other contract manufacturer, retailer or furniture provider has access to these designs.

The products lines that are mentioned are:

Rubix

Nomad

Mobile pedestals

We appreciate the opportunity to partner with you on this project and look forward to working together in the future.

Thank you,


Lori Varro

Director of Customer Experience


mediatechnologies®

892 Industrial Park Dr. • Shelby, MI 49455
Phone: 231-861-2194 • Fax: 231-861-6667
www.mediatechnologies.com
esios@mediatechnologies.com

Worksurfaces (Laminate and Edgeband)




Steris Solid 3505-08
Log in or create an account to create a project board.




Storm C900243
Log in or create an account to create a project board.

WYOMING BRANCH SERVICE DESK

HPL CASE (EXTERIOR AND INTERIOR) AND DOORS




Burnt Strand 6307-08
Log in or create an account to create a project board.




Storm C900243
Log in or create an account to create a project board.

FRAME POWDERCOAT




Silver 809 (G1) Powder 6 Handcoat Aguard
Log in or create an account to create a project board.

LOWER LEFT PANEL AND SIDE INFILLS

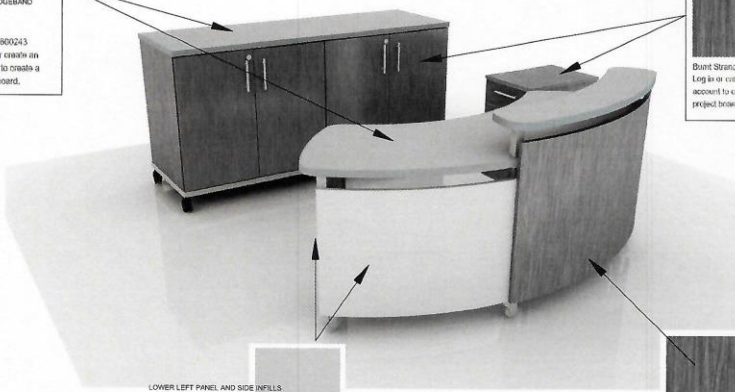



Zen Grey 3243-08
Log in or create an account to create a project board.



Burnt Strand 6307-08
Log in or create an account to create a project board.

PLAN VIEW



KDL WYOMING BRANCH	CLIENT NAME: [Sold-To, Company Name] CLIENT ADDRESS: [Sold-To, Address, Line #1] CLIENT SIGN-OFF:	DATE: 2/27/2025 DESIGNER: L. ORAO SALES: L. ORAO
 INTERPHASE HAWORTH	GENERAL NOTES: <div>INTERPHASE OUTSOURCING 405 LEBANON ST. 4TH. FLOOR, 2ND CHANDLER, AZ 85004</div>	

© 2025 Interphase Haworth WYOMING BRANCH SERVICE DESK, London

1/1



Interphase Interiors

2/27/2025

415 Leonard ST NW Suite 110
Grand Rapids, MI 49504
Phone: 616-245-0800 Fax: 616-245-3974

Quote #

Sold To:

KDL WYOMING BRANCH

3350 Michael Ave SW
Wyoming MI 49509

Contact: Missy Lancaster
Email: MLancaster@kdl.org

Ship To:

KDL WYOMING BRANCH

3350 Michael Ave SW
Wyoming MI 49509

Contact: Missy Lancaster
Email: MLancaster@kdl.org

KDL WYOMING BRANCH SERVICE DESK WITH STORAGE

Sales Person: LAUREN ORAO 843.302.2587

Item	Qty.	Product	Price	
			Unit	Extended
1	1	ND-75DL-MOB Nomad Desk, 75"W, 29"H wksfc, 35"H transaction ledge left Desk Length -75D 75" Worksurfaces General General HPL-General Storm_Solidz F Storm Solidz 3505 PVC Edge solids solid colors PVC Solids Storm PVC Storm C600243 Powder Coat G1 G1 G1 Powder Coat 809 Silver 809 Silver Panels B,C HPL General General HPL-General Zen_Grey F Zen Grey 9243-58 Panel A HPL General General HPL-General Burnt Strand F Burnt Strand 6307-58	\$4,905.04	\$4,905.04
2	1	WMPS661220-W-LL Mobile Pedestal 2 box, 1 File Drawers 14-13/16"W x 20-3/4"D x 27"H, HPL box, HPL front, (4) 2" swivel casters Type -LL HPL Pull Type P5 P5 Bar Pull Lock type A LOCK ALIKE PVC Edge solids solid colors PVC Solids Storm PVC Storm C600243 HPL Finishes General General Laminates HPL-General Burnt Strand F Burnt Strand 6307-58	\$666.40	\$666.40

Item	Qty.	Product	Price	
			Unit	Extended
3	1	CS7236-24-MB-LL-H?P?A Rubix - Cupboard Storage 72"W x 24"D x 36"H, Mobile, SPECIAL: HPL top, HPL construction, HPL front finish, H? style hinge, P? style pull, Alike lock, 2-double door cupboard units with 2 adjustable shelves each, Powder coated steel Chassis with 75mm locking casters Unit Width 72 72" Door Material H HPL LAMINATE Door Orientation CLOSED Closed Pull Type P5 P5 Bar pull Locks? Y Yes-Keyed alike HPL-Rubix Case URNT STRANI Formica Burnt Strand 6307-58 HPL Top JERAL-RUBIX General Laminates HPL-General TORM_SOLID F Storm Solidz 3505 Top PVC Edge SOLIDS Rehau Storm C600243 PVC Solids STORM_PVC Rehau Storm C600243 Powder Coat G1 G1 G1 Powder Coat 809 SILVER 809 Silver	\$2,283.68	\$2,283.68
4	1	FREIGHT FREIGHT FROM MANUFACTURER	\$685.00	\$685.00
5	1	INSTALL INSTALLATION WITH PACKAGING TRASH REMOVAL	\$860.00	\$860.00
Subtotal for:				\$9,400.12
			Sub Total:	\$9,400.12
			Tax:	\$0.00
			Total:	\$9,400.12

Item	Qty.	Product	Price	
			Unit	Extended

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.

Item	Qty.	Product	Price	
			Unit	Extended

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 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.

Item	Qty.	Product	Price	
			Unit	Extended

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 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
<hr/>	<hr/>

Approved as to form:



Heather Chapman, Deputy City Attorney

RESOLUTION NO. _____

RESOLUTION TO APPROVE A QUOTE FOR THE PURCHASE OF
KEY SECURITY BOXES AND RELATED ACCESSORIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve a quote from Knox Company for the purchase of key security boxes and related accessories in the total estimated amount of \$17,863.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves the quote from Knox Company for the purchase of key security boxes and related accessories.
2. City Council authorizes the City Manager to execute the contract, pending review and approval by the City Attorney.
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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Brochure

Quote

Resolution No. _____

STAFF REPORT

Date: May 14, 2025
Subject: Knox Box Security System
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster- Public Safety Chief
Kip Snyder- Public Safety Deputy Chief
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended the City Council approve the purchase of Knox Box Key Security Boxes for all fire department apparatus for \$17,863.00. Knox is a sole source provider for the Knox Box keys and Knox Boxes that are utilized throughout the City to secure keys for non-destructive entry into buildings and properties by Wyoming Fire Department personnel.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
 - Goal 1 - Implement proactive public safety initiatives
- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services

DISCUSSION:

Knox Boxes are designed to hold keys that allow access to buildings and properties without the fire department having to hold thousands of keys. The Fire Department utilizes 3,000+ Knox Boxes in commercial and residential properties throughout the City. Fire department apparatus have a single Knox Box key that open all of the Knox Boxes City-wide to access specific property keys and fobs. This allows fire department personnel to access apartment complexes, gates, and buildings.

The utilization of Knox Boxes is identified within the City Charter Sec. 34-47. - Key box.

When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for lifesaving or firefighting purposes, the fire chief shall require a key box to be installed in an accessible location. The key box shall be a type approved by the fire chief and shall contain keys to gain necessary access as required by the fire chief.

Knox Boxes work exceptionally well. However, each apparatus has one unsecured Knox Box key that is left unattended while the crew is away from their apparatus. This Knox Box security system places a coded box on each apparatus that uses a digital code to access the Knox Box key. Once this is accessed it creates a digital file to ensure that the Knox Box key is quickly replaced after each use or can be tracked for its last use and user. This creates a secure system that prevents keys being stolen, lost, or misplaced, further ensuring the public that the fire department is safeguarding their property.

The Fire Department unsuccessfully sought a grant for the purchase and installation of this system, so it is reliant upon using its budgeted funds.

BUDGET IMPACT:

Funds are budgeted in account number 205-336-33900-740.000 Fire Department Motor Operating Supplies.

Attachment(s):
Contract
Quote



KNOX®
When seconds matter™

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-65202

QUOTED TO:

CUS104679
WYOMING FIRE DEPT
1250 36TH ST SW
WYOMING MI 49509
UNITED STATES
KENT

SHIP TO:

WYOMING FIRE DEPT
1250 36TH ST SW
WYOMING MI 49509
UNITED STATES
KENT

Valid Through	Sales Rep	Terms	PO #	Shipping Method
11/8/2025	Larry Lulich	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	9	EA	\$1,122.00	\$10,098.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
KLS-MB-90	MOUNTING BRACKET 90° ANGLE, KeySecure® 5 & 6	9	EA	\$87.00	\$783.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
KD-1KM1	KeyDefender, Single Mkey Assy	6	EA	\$919.00	\$5,514.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
KD-MB-R5	KeyDefender Mounting Bracket, 5"	6	EA	\$77.00	\$462.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
KSM-200AC	AC ADAPTER, WALL MOUNT, KeySecure®5 & 6	1	EA	\$0.00	\$0.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
92238	AC Adapter For Testing Use Only, KeyDefender	1	EA	\$0.00	\$0.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
SMS-1002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1	EA	\$721.00	\$721.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					



QT-KA-65202



KNOX®
When seconds matter™

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-65202

Memo: Knox Connect Form required for order processing. Customer
Information Form required to setup invoicing.

Subtotal	\$17,578.00
Tax Amount	\$0.00
Shipping and Handling	\$285.00

Total	\$17,863.00
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QT-KA-65202

TERMS AND CONDITIONS

All pricing is subject to change and is based on the stated quantity shipping all at one time. All shipping and handling fees, if provided, are estimates based on ground service to the "SHIP TO" address shown above. Knox will provide you a firm cost for shipping and handling fees when your order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

After your order is shipped, items on the order can be returned to Knox for a refund, or credit, of the product price less a 25% restocking fee IF: 1) a request to return the product is received within 90 days of the order's invoice date, 2) the product(s) are in new condition [have not been used, installed, or modified] and 3) the order's invoice has been paid in full. Before shipping products or equipment for return or exchange, you must obtain a Return Authorization Number. Call 800-552-5669 for an Authorization number.

SALES TAX DISCLAIMER: Knox collects sales tax as mandated by local laws, based on an order's delivery address, in all US and Canadian jurisdictions. If you are sales tax exempt, please provide a valid sales tax exemption certificate at the time the order is placed or quoted. Knox will charge sales tax if no sales tax exemption is received within 48 hours after the order is placed.

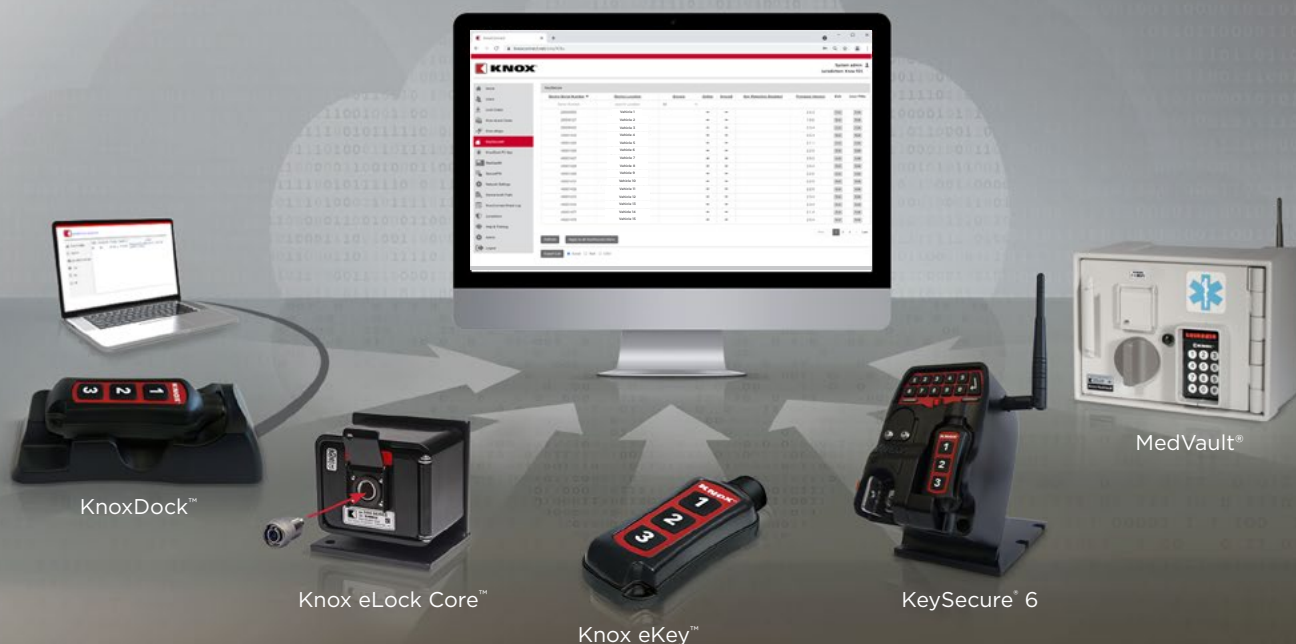
Please Submit a Completed Customer Information Form to Setup Invoicing.

Please submit a purchase order form.



KNOXCONNECT™

CLOUD MANAGEMENT SYSTEM



The KnoxConnect Cloud Management System is a streamlined, straightforward, and secure software used to efficiently and effectively manage the Knox eLock System™ and its rapid access products.

With minimal up-front investment, administrators can quickly get started using the system to connect devices, establish users/credentials, review system activity, master key usage, and other audit trail information.

KnoxConnect Cloud is conveniently accessed by authorized users from internet-connected computers, tablets or smartphones; providing management flexibility and peace of mind.

With real-time communication capabilities, KnoxConnect Cloud automates updates and data collection from devices; ensuring administrators have their system's latest information.

SIMPLE

ACCESSIBLE

SECURE

FEATURES



Simple and Unified Portal

Easy-to-use system that efficiently manages all Knox electronic products from any location with Internet access.



Comprehensive Accountability

Transaction logs with date and time stamps shows each key usage - providing complete accountability.



Flexible Management

Increase efficiencies with customizable user permissions for a robust management process that maintains control.



Network Security

Establish, manage, and store templates enabling devices to securely access networks. Supports use of enterprise security and certificates.



Data Security and Storage

Eliminate data loss worries and ensure system availability with expandable storage, automatic archive, and backups.



Unmatched Collaboration

Unique shared collaboration tools enable connections with surrounding and mutual aid jurisdictions.



Automatic Updates

Receive the latest functionality and security with automatic software and device updates.



Customizable Reporting

Create downloadable reports that fit your department's individual needs.



Scalability

The system adapts to meet your growing needs with the ability to seamlessly add products and capabilities.

CAPABILITIES

Customizable Administrator Roles

- Device Admins
- Network Admins
- Secondary Admins

Management Utilities

- API data exchange with select 3rd parties
- Bulk update of user permissions
- Data export
- Import new users
- Mass reset of user PINs

Flexible Credentials

- Department assigned PINs
- Two-PIN entry option for restricted devices
- SecurePIN temporary access codes
- System assigned PINs
- User selected PINs

BENEFITS



Save Time and Labor

Automated data gathering and updates reduces time and effort from personnel.



Improved Accountability

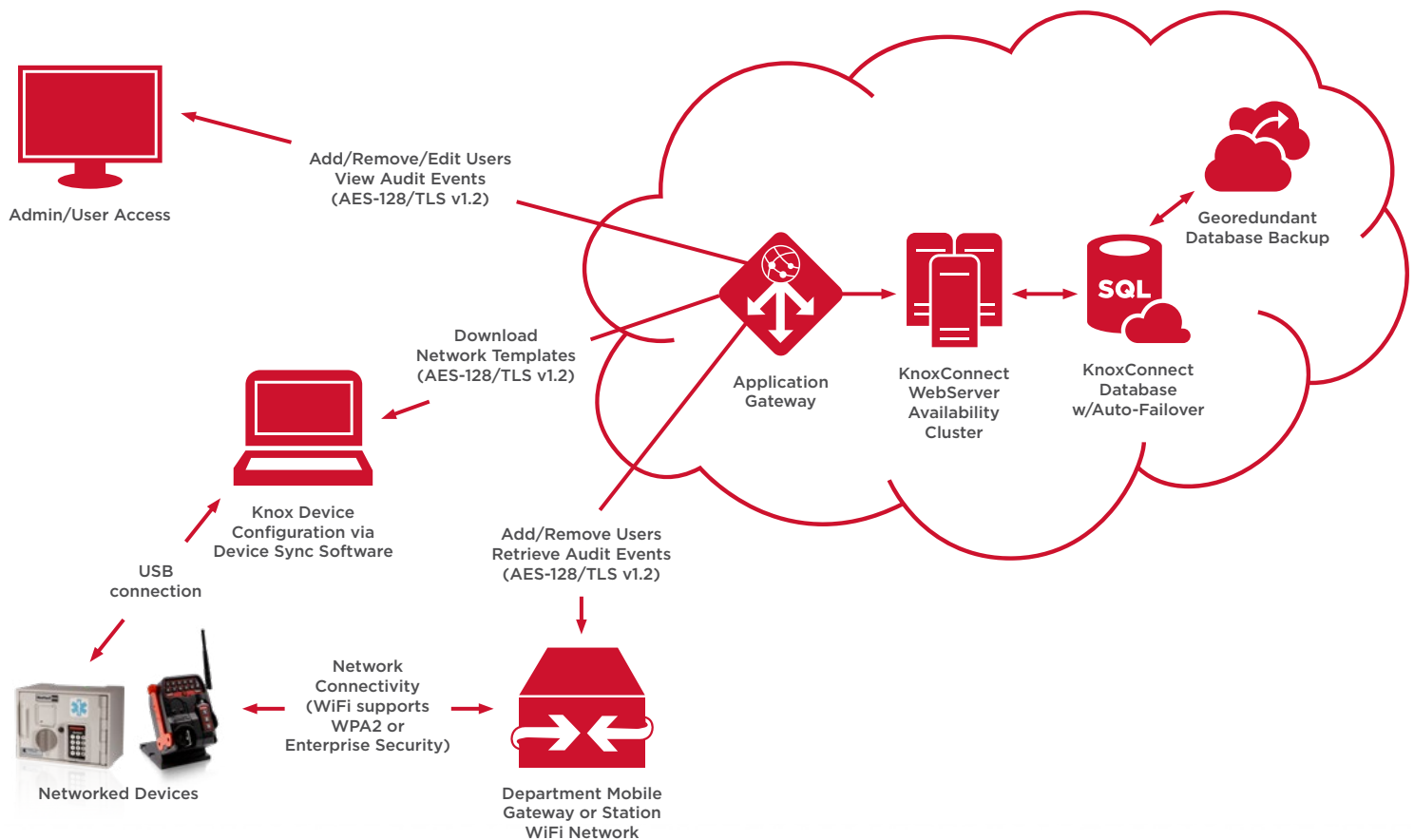
Increased visibility for access to important assets, keys, and drugs offers confidence about controls and speeds investigations.



Reduce Maintenance

KnoxConnect Cloud license subscriptions includes: data security, backups, redundancy, and hardware - saving money and resources.

THE CONVENIENCE OF CLOUD SUPPORTED BY INDUSTRY SECURITY



KnoxConnect Cloud Security

- Hosted on FedRAMP compliant Microsoft Azure at a Tier III, SOC2 Type 2 certified data center
- True cloud architecture insulates databases behind an application gateway
- Protected by threat monitoring
- Vetted by reputable 3rd party penetration testing

KnoxConnect Network Security

- Devices offer both WiFi and Ethernet connection options
- Supports use of enterprise security and certificates for device connectivity to your network
- Proprietary eLock communication protocols adds layers of protection

KnoxConnect Data Security

- End-to-end data protection
- Secure remote connections
- Databases, PINs, and passwords are encrypted
- Data in transit protected with AES-128 encryption
- All data is stored exclusively in the U.S.

KNOXCONNECT CLOUD BENEFITS

	Cloud Hosted	vs	Locally Hosted
Hardware protected and monitored in highly secure facility	+		o
Lower initial costs with less on-site equipment, labor, and maintenance	+		o
High availability, automatic data recovery and protection against hardware failure	+		o
Delegate management and manage securely from anywhere	+		o
Automatic transaction and audit trail uploads from devices	+		o
Online real-time system capabilities	+		o
Automated software and firmware updates	+		o

ABOUT THE KNOX COMPANY

Since 1975, the Knox Company has successfully developed innovative rapid access solutions for first responders with products that provide fast, safe, and secure entry into commercial, industrial, and residential properties, while minimizing damage and maximizing safety. Today, more than 15,000 fire, EMS, and law enforcement departments/agencies depend on Knox products to gain access into over one million buildings/properties.



KNOX COMPANY
1601 W. DEER VALLEY RD.
PHOENIX, AZ 85027

T. 800.552.5669

KNOXBOX.COM
INFO@KNOXBOX.COM

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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF BODY WORN CAMERAS,
IN-CAR CAMERAS, TASERS, AND TECHNOLOGY UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a 10-year agreement with Axon Enterprise, Inc. for body-worn cameras, in-car cameras, TASERS, and technology upgrades.
2. It is estimated the City will spend approximately \$5,914,012.48 over the 10 year contract.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts an agreement with Axon Enterprises and authorizes payment of the first year invoice in the amount of \$505,942.25.
2. City Council authorizes the City Manager to sign the agreement.
3. City Council authorizes future annual payments in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

Staff Report

Date: May 22, 2025

Subject: Axon Contract – Body Worn Camera, In-Car Camera, TASER, and Technology upgrade

From: Capt. Eric Wiler

CC: Chief Kimberly Koster

Meeting Date: June 2, 2025

PURPOSE:

It is recommended that the City Council authorize the City Manager to sign a ten (10) year contract with Axon Enterprise, Inc. for body-worn cameras (BWC), in-car cameras, TASERs, and technology upgrades. This contract replaces a previous contract with Axon Enterprise, Inc., with the latest technology available for these devices. The total cost of the ten-year contract is \$5,914,012.48, which will be invoiced annually over the ten years.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
 - GOAL 1 – Strengthen community relationships and Wyoming's sense of identity.
- PILLAR 2 – SAFETY
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

On September 21st, 2020, in resolution 26781, the City Council approved the purchase to equip every sworn police officer with body-worn cameras. As noted in that staff report, equipping our police officers with body-worn and in-car cameras will enhance

officer and citizen safety, strengthen community trust, and maintain a transparent and objective record of events. Additionally, equipping our officers with TASERs allows them to de-escalate potentially violent situations, thereby reducing citizen and officer injuries.

Since that original contract, Axon has implemented new technology in the BWCs and in-car cameras to improve functionality and increase officer efficiency. Additionally, the department has increased staffing and added vehicles to the fleet, requiring more TASERs, BWCs, and in-car cameras.

This contract proposal includes all the hardware needed and a robust software and functionality package to increase the quality of police services delivered by the department. Below are highlights of the contract.

Body 4 BWC – Allows staff to communicate with individuals with limited English proficiency by providing instant, bi-directional translation of over 100 languages.

In-car camera with Mobile ALPR technology – The department has had great success with fixed automatic license plate reader (ALPR) cameras positioned throughout the city. The Fleet 3 in-car camera can be equipped with ALPR technology with the AI Era Plan, significantly increasing the ability to identify stolen vehicles, locate missing persons, and identify crime suspects.

TASER 10 – With a greater maximum range, TASER 10 gives officers more distance and time in tense, uncertain, and rapidly unfolding situations. Approval of this contract will provide every officer with a TASER 10, putting the entire department on the same version of TASER instead of the three versions currently issued.

Virtual Reality Training – Provide empathy training to officers by placing them in a first-person scenario of a person in a mental health crisis or from a diverse population. VR also provides critical thinking and analytical skills training, preparedness training, and helps officers identify, mitigate, and cope with trauma.

Performance – Provides proactive reporting for supervisors to efficiently review metrics and videos, conduct randomized video review, and build accountability by driving policy adoption. The performance dashboard provides supervisors with metrics to ensure officers activate their BWCs according to policy.

AI Era Plan - Includes Draft One report writing, transcription, redaction assistant, and policy chat. Agencies already using the AI Era Plan have reported a reduction in report writing time by over 50%. The time saved in writing reports allows officers more time to proactively patrol their district, attend community events, and conduct traffic enforcement. The transcription and redaction assistant will significantly reduce the time spent preparing videos for FOIA requests.

Approving this contract before June 30, 2025, allows the department to take advantage of early adopter pricing for the AI Era Plan and receive mobile ALPR and VR training at no cost. Coupled with other discounts negotiated by the department, the City would save \$1,872,960 by approving this contract. If the City waits five years to renew the contract, it is estimated that it will cost over \$10,000,00.00 at that time, as opposed to the \$5,914,012,48 if signed now.

BUDGET IMPACT:

If approved, the first year invoice will be \$505,942.25, and monies are budgeted for this invoice in the Capital Outlay – Video Camera account 205-301-31500-980.094.

Attachment(s):

Axon Enterprise, Inc. Contract



First Amendment to the Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Wyoming Department of Public Safety ("**Customer**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**".

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Wyoming Department of Public Safety, dated September 24, 2020 (the "**Agreement**").

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
 - a. Any reference to "Axon Aware" shall mean "Axon Respond."
 - b. Any reference to "Axon Body 3" or "AB3" shall also mean "Axon Body 4" or "AB4," when and as applicable.
 - c. Any reference under the Agreement to "TASER 7" or "OSP 7" shall also mean "TASER 10" and/or "OSP 10," except for any reference under the TASER Device Appendix or under any applicable Quote, which should only refer to the TASER product cited therein.
 2. The definition of "Axon Cloud Services" under Section 1 – Definitions is hereby updated to add in reference to "FUSUS services."
 3. Section 7.1 – Limited Warranty is hereby deleted in its entirety and replaced with the following:
 - a. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.
 4. The following clause is added in as Section 7.5 of the Agreement:
 - a. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
 5. Section 16 – Agency Responsibilities is hereby deleted in its entirety and replaced with the following:
-



First Amendment to the Master Services and Purchasing Agreement

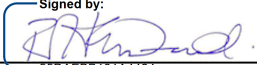
- a. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) Agency or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
6. The following clause is added in as Section 19.14 of the Agreement:
 - a. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
7. The following clause is added in as Section 19.15 of the Agreement:
 - a. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
8. The attached documents are hereby incorporated into the Agreement:
 - a. Cloud Services Terms of Use Appendix (*Replaces previous Cloud Services Terms of Use Appendix*)
 - b. Professional Services Appendix (*Replaces previous Professional Services Terms of Use Appendix*)
 - c. Technology Assurance Plan Appendix
 - d. TASER Device Appendix (*Replaces previous TASER 7 Appendix*)
 - e. Fleet Appendix (*Replaces previous Fleet Appendix*)
 - f. Add-On Services Appendix
 - g. Virtual Reality Terms of Use Appendix
 - h. Application Programming Interface Appendix
 - i. FUSUS Appendix
 - j. Investigate Appendix
 - k. Events Appendix
 - l. AI Technology Appendix
 - m. Respond Appendix
 - n. Axon Quote Q-637692
9. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.



First Amendment to the Master Services and Purchasing Agreement

Axon Enterprise, Inc.

Signed by: 
Signature: _____
Name: Robert Driscoll
Title: Deputy General Counsel
Date: 5/21/2025 | 12:18 PM MST

Wyoming Department of Public Safety (MI)

Signature: _____
Name: _____
Title: _____
Date: _____

Approved as to form:


Heather Chapman, Deputy City Attorney



First Amendment to the Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary



First Amendment to the Master Services and Purchasing Agreement

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is



First Amendment to the Master Services and Purchasing Agreement

considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

15. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

15.1. The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**").

15.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;



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- 16.7.remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 16.8.use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
17. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need



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- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



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<p>Disclosures</p> <ul style="list-style-type: none"> • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: <ol style="list-style-type: none"> 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
<p>Training</p> <ul style="list-style-type: none"> • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
<p>Go-Live Plan</p> <p>Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</p>
<p>Implementation document packet</p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



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delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days



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6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
11. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



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Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process



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to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.



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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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FUSUS Appendix

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.
2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii)



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of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



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7.

Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions

- 1.1 AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2 Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3 Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage

- 2.1 Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection. AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities

- 3.1 Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2 Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3 Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4 Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.



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3.5 **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities**

4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3 **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1 **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

7. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
8. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
9. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
10. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
11. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 11.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
12. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
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International: +1.800.978.2737

Q-637692-45791KH

Issued: 05/14/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 10/15/2025

Account Number: 109597

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Wyoming Department of Public Safety - MI 2300 De Hoop Ave SW Wyoming, MI 49509-1816 USA	Wyoming Department of Public Safety - MI 2300 De Hoop Ave SW Wyoming MI 49509-1816 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Aaron Brooks Phone: Email: brooksa@wyomingmi.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$5,914,012.48
ESTIMATED TOTAL W/ TAX	\$5,914,012.48

Discount Summary

Average Savings Per Year	\$425,831.75
TOTAL SAVINGS	\$4,258,317.52

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$505,942.25	\$0.00	\$505,942.25
Sep 2026	\$511,277.87	\$0.00	\$511,277.87
Sep 2027	\$531,661.29	\$0.00	\$531,661.29
Sep 2028	\$552,860.04	\$0.00	\$552,860.04
Sep 2029	\$574,906.74	\$0.00	\$574,906.74
Sep 2030	\$597,835.32	\$0.00	\$597,835.32
Sep 2031	\$621,681.03	\$0.00	\$621,681.03
Sep 2032	\$646,480.57	\$0.00	\$646,480.57
Sep 2033	\$672,272.09	\$0.00	\$672,272.09
Sep 2034	\$699,095.28	\$0.00	\$699,095.28
Total	\$5,914,012.48	\$0.00	\$5,914,012.48

Quote Unbundled Price:	\$10,172,425.80
Quote List Price:	\$7,240,421.40
Quote Subtotal:	\$5,914,012.48

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$802.95)	(\$802.95)	\$0.00	(\$802.95)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$2,032.63	\$2,032.63	\$0.00	\$2,032.63
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$10,133.60	\$10,133.60	\$0.00	\$10,133.60
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$19,825.60	\$19,825.60	\$0.00	\$19,825.60
Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	120	\$275.14	\$248.53	\$140.80	\$84,480.00	\$0.00	\$84,480.00
M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	120	\$418.91	\$318.16	\$261.35	\$3,136,200.00	\$0.00	\$3,136,200.00
B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	120	\$409.69	\$306.16	\$230.86	\$83,109.60	\$0.00	\$83,109.60
S00007	AXON AI - AI ERA LEADERS	103	120	\$302.90	\$178.89	\$178.89	\$2,211,080.40	\$0.00	\$2,211,080.40
Fleet3ARe	Fleet 3 Advanced Renewal	28	60	\$229.34	\$189.57	\$109.33	\$183,674.40	\$0.00	\$183,674.40
Fleet3ARe	Fleet 3 Advanced Renewal	28	60	\$231.35	\$189.57	\$109.69	\$184,279.20	\$0.00	\$184,279.20
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31			\$1,899.00	\$0.00	\$0.00	\$0.00	\$0.00
101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31			\$349.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	6			\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	94			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	8			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	9			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$5,914,012.48	\$0.00	\$5,914,012.48

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	9	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	94	1	09/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	10	1	09/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	104	1	09/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	10	1	09/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	104	1	09/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	6	1	09/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	8	1	09/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8	1	09/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	8	1	09/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	6	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100126	AXON VR - TACTICAL BAG	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	100	2	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	2000	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	1000	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100591	AXON TASER - CLEANING KIT	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	100	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	100	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100748	AXON VR - CONTROLLER - TASER 10	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101294	AXON VR - TABLET	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101300	AXON VR - TABLET CASE	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	20	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	100	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	200	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100126	AXON VR - TACTICAL BAG	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	3	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101294	AXON VR - TABLET	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY - RH	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101300	AXON VR - TABLET CASE	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS WITH VR 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	6	1	09/15/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	5	1	09/15/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	5	1	09/15/2025
A la Carte	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS	31	1	09/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		FLAT BL			
A la Carte	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	1	09/15/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	103	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	13	1	03/15/2028
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS WITH VR 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	3	1	03/15/2028
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	4	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	103	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	13	1	09/15/2030
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS WITH VR 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	3	1	09/15/2030
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	09/15/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	5	1	09/15/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	28	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	100	1	03/15/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	4	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	103	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	13	1	03/15/2033
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS WITH VR 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	3	1	03/15/2033
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	1	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	103	1	09/15/2035

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	13	1	09/15/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	3	1	09/15/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	1	1	09/15/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	5	1	09/15/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	28	1	09/15/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA LEADERS	101740	AXON - AI SOFTWARE LICENSE	103	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101705	AXON FUSUS - LICENSE - PRO USER	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20370	AXON VR - USER ACCESS - FULL VR	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73618	AXON COMMUNITY REQUEST	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73638	AXON STANDARDS - LICENSE	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73739	AXON PERFORMANCE - LICENSE	100	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	100	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101705	AXON FUSUS - LICENSE - PRO USER	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	20370	AXON VR - USER ACCESS - FULL VR	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73618	AXON COMMUNITY REQUEST	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73638	AXON STANDARDS - LICENSE	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73739	AXON PERFORMANCE - LICENSE	3	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	3	10/15/2025	10/14/2035
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	5	10/15/2025	10/14/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	5	10/15/2025	10/14/2035
Fleet 3 Advanced 10 Year	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	5	10/15/2025	10/14/2035
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	10	10/15/2025	10/14/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	28	10/15/2025	10/14/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	28	10/15/2025	10/14/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	28	10/15/2025	10/14/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	56	10/15/2025	10/14/2030
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	28	10/15/2030	10/14/2035
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	28	10/15/2030	10/14/2035
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	28	10/15/2030	10/14/2035
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	56	10/15/2030	10/14/2035

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA LEADERS	101741	AXON - AI PROFESSIONAL SERVICES	103
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	100
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	100
BUNDLE - UNLIMITED PLUS WITH VR 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	3
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	5
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	5
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	28
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	28
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	4	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100213	AXON VR - EXT WARRANTY - TABLET	4	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	100	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	20	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	100	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	100	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	13	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS WITH VR 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	09/15/2026	10/14/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	5	09/15/2026	10/14/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	5	09/15/2026	10/14/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	28	09/15/2026	10/14/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	28	10/15/2030	10/14/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2300 De Hoop Ave SW	Wyoming	MI	49509-1816	USA
2	2300 De Hoop Ave SW	Wyoming	MI	49509-1816	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$6,707.13	\$0.00	\$6,707.13
Annual Payment 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$6,817.68	\$0.00	\$6,817.68
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$14,822.82	\$0.00	\$14,822.82
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$14,871.64	\$0.00	\$14,871.64
Annual Payment 1	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 1	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$253,096.39	\$0.00	\$253,096.39
Annual Payment 1	S00007	AXON AI - AI ERA LEADERS	103	\$178,437.71	\$0.00	\$178,437.71
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$19,825.60	\$0.00	\$19,825.60
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$10,133.60	\$0.00	\$10,133.60
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$802.95)	\$0.00	(\$802.95)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$2,032.63	\$0.00	\$2,032.63
Total				\$505,942.25	\$0.00	\$505,942.25

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$7,223.10	\$0.00	\$7,223.10
Annual Payment 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$7,342.17	\$0.00	\$7,342.17
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$16,015.76	\$0.00	\$16,015.76
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$15,963.20	\$0.00	\$15,963.20
Annual Payment 2	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 2	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$272,568.04	\$0.00	\$272,568.04
Annual Payment 2	S00007	AXON AI - AI ERA LEADERS	103	\$192,165.60	\$0.00	\$192,165.60
Total				\$511,277.87	\$0.00	\$511,277.87

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$7,511.06	\$0.00	\$7,511.06
Annual Payment 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$7,634.90	\$0.00	\$7,634.90
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$16,599.61	\$0.00	\$16,599.61
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$16,654.28	\$0.00	\$16,654.28
Annual Payment 3	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 3	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 3	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$283,434.72	\$0.00	\$283,434.72
Annual Payment 3	S00007	AXON AI - AI ERA LEADERS	103	\$199,826.72	\$0.00	\$199,826.72
Total				\$531,661.29	\$0.00	\$531,661.29

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$7,810.51	\$0.00	\$7,810.51
Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$7,939.29	\$0.00	\$7,939.29
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$17,261.48	\$0.00	\$17,261.48
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$17,318.32	\$0.00	\$17,318.32
Annual Payment 4	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 4	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$294,735.97	\$0.00	\$294,735.97

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	S00007	AXON AI - AI ERA LEADERS	103	\$207,794.47	\$0.00	\$207,794.47
Total				\$552,860.04	\$0.00	\$552,860.04

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$8,121.97	\$0.00	\$8,121.97
Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$8,255.91	\$0.00	\$8,255.91
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$17,949.82	\$0.00	\$17,949.82
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$18,008.92	\$0.00	\$18,008.92
Annual Payment 5	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 5	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$306,489.29	\$0.00	\$306,489.29
Annual Payment 5	S00007	AXON AI - AI ERA LEADERS	103	\$216,080.83	\$0.00	\$216,080.83
Total				\$574,906.74	\$0.00	\$574,906.74

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 6	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 6	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$8,445.93	\$0.00	\$8,445.93
Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$8,585.19	\$0.00	\$8,585.19
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$18,727.17	\$0.00	\$18,727.17
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$18,665.71	\$0.00	\$18,665.71
Annual Payment 6	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 6	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 6	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$318,712.79	\$0.00	\$318,712.79
Annual Payment 6	S00007	AXON AI - AI ERA LEADERS	103	\$224,698.53	\$0.00	\$224,698.53
Total				\$597,835.32	\$0.00	\$597,835.32

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 7	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 7	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$8,782.77	\$0.00	\$8,782.77
Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$8,927.62	\$0.00	\$8,927.62
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$19,474.13	\$0.00	\$19,474.13
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$19,410.22	\$0.00	\$19,410.22
Annual Payment 7	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 7	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 7	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$331,425.25	\$0.00	\$331,425.25
Annual Payment 7	S00007	AXON AI - AI ERA LEADERS	103	\$233,661.04	\$0.00	\$233,661.04
Total				\$621,681.03	\$0.00	\$621,681.03

Sep 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 8	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 8	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$9,133.20	\$0.00	\$9,133.20
Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$9,283.75	\$0.00	\$9,283.75
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$20,184.52	\$0.00	\$20,184.52
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$20,250.97	\$0.00	\$20,250.97
Annual Payment 8	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 8	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 8	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$344,646.07	\$0.00	\$344,646.07
Annual Payment 8	S00007	AXON AI - AI ERA LEADERS	103	\$242,982.06	\$0.00	\$242,982.06
Total				\$646,480.57	\$0.00	\$646,480.57

Sep 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 9	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 9	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$9,497.55	\$0.00	\$9,497.55
Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$9,654.14	\$0.00	\$9,654.14
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$20,989.77	\$0.00	\$20,989.77
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$21,058.90	\$0.00	\$21,058.90
Annual Payment 9	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00

Sep 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 9	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$358,395.84	\$0.00	\$358,395.84
Annual Payment 9	S00007	AXON AI - AI ERA LEADERS	103	\$252,675.89	\$0.00	\$252,675.89
Total				\$672,272.09	\$0.00	\$672,272.09

Sep 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	31	\$0.00	\$0.00	\$0.00
Annual Payment 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	31	\$0.00	\$0.00	\$0.00
Annual Payment 10	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	\$0.00	\$0.00	\$0.00
Annual Payment 10	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	B00049	BUNDLE - UNLIMITED PLUS WITH VR 10YR	3	\$9,876.49	\$0.00	\$9,876.49
Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	5	\$10,039.33	\$0.00	\$10,039.33
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$21,827.26	\$0.00	\$21,827.26
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	28	\$21,899.13	\$0.00	\$21,899.13
Annual Payment 10	H00001	AB4 Camera Bundle	9	\$0.00	\$0.00	\$0.00
Annual Payment 10	H00001	AB4 Camera Bundle	94	\$0.00	\$0.00	\$0.00
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	6	\$0.00	\$0.00	\$0.00
Annual Payment 10	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100	\$372,695.62	\$0.00	\$372,695.62
Annual Payment 10	S00007	AXON AI - AI ERA LEADERS	103	\$262,757.45	\$0.00	\$262,757.45
Total				\$699,095.28	\$0.00	\$699,095.28

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Terms and Conditions

This Quote is limited to and conditional upon acceptance of the provisions set forth in the Master Services and Purchasing Agreement between Axon Enterprise, Inc., and the Wyoming Department of Public Safety executed September 24, 2020 as amended. The terms of such Master Services and Purchasing Agreement are fully incorporated herein.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-316490, Q-355703, Q-389757, Q-391029, Q-397018, Q-497976, Q-527507, Q-538637, Q-547444

Agency is terminating those contracts effective 10/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$31,188.88

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-547444 - INUS317403 - 1/23/2025 - \$221.65

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Agency is qualified in Year 6 to receive the next generation of the TASER program, if such a program is generally available, on a like kind basis to the TASER 10 program outlined in this agreement

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/14/2025

Approved as to form:



Heather Chapman, Deputy City Attorney



RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.

Item	Recommended Bidder	Cost
Hose, Ladder, Aerial, and Platform Testing	National Hose Testing Specialties, Inc.	Bid prices as shown on the attached staff report.
Wyoming Library Boiler Replacement	DHE Plumbing and Mechanical	\$75,532.00
Hach Laboratory Testing Products	Hach Company and Core & Main-LP	Bid prices as shown on the attached tabulation sheet.
IDEXX Laboratory Testing Supplies	IDEXX Distribution, Inc.	Bid prices as shown in the attached staff report.
Laboratory Sample Bottles	Scientific Specialties, Inc.	Bid prices as shown in the attached staff report.
Drying Bed Residual Solids Disposal	McCormick Sand Inc. and Republic Services	Bid prices as shown in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bids for the listed items as recommended in the attached staff reports.
2. City Council authorizes the City Manager to sign the contracts.

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: June 2, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Contracts

Resolution No. _____

STAFF REPORT

Date: May 14, 2025
Subject: Hose, Ladder, Aerial, and Platform Testing
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster - Public Safety Chief
Kip Snyder – Public Safety Deputy Chief
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended City Council approve the bid from National Hose Testing Specialties, Inc. for annual hose testing, ground ladder testing, aerial testing, and a separate five-year aerial testing. This bid is set for five years. The costs will not exceed the listed amounts and are reliant on the amount of hose tested, and when a five-year aerial test is being administered. The testing price for calendar year is: 2025 15,574.00, 2026 \$15,574.00, 2027 \$16,480.50, 2028 \$16,891.00, and 2029 \$17,139.00.

ALIGNMENT WITH STRATEGIC PLAN:

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


DISCUSSION:

Hose testing, ground ladder testing, annual aerial testing, and five-year aerial testing is mandated by the National Fire Protection Association (NFPA). Until this year, National Hose Testing Specialties, Inc. was the only company that was able to conduct all the required testing. The Fire Department has consistently utilized National Hose Testing Specialties, Inc. for this testing service and have been satisfied with their pricing and service. It came to our attention that other companies had expanded their testing services to offer the same, so the department utilized a bid process.

On Tuesday May 13, 2025, the City received 1 bid for annual hose testing, ground ladder testing, aerial testing, and five-year aerial and platform ladder testing. Eighty

registered bidders had the opportunity to review the bid, and 15 prospective bidders downloaded the bid packet.

TABULATION:

			
Tabulation of Bids			
2269 - Fire Hose, Ground Ladder, Aerial, and Platform Ladder Testing			
Opened by the City Clerk on Tuesday, May 13, 2025			
Bidder Name		Total Cost	
National Hose Testing Specialties, Inc.	2025	\$ 15,574.00	
National Hose Testing Specialties, Inc.	2026	\$ 15,574.00	
National Hose Testing Specialties, Inc.	2027	\$ 16,480.50	
National Hose Testing Specialties, Inc.	2028	\$ 16,891.00	
National Hose Testing Specialties, Inc.	2029	\$ 17,139.00	

BUDGET IMPACT:

Funds are budgeted in account number 205-336-33900-930.000 Firefighting Repairs and Maintenance.

Attachment(s):

Contract

Tabulation Sheet

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: National Hose Testing specialties, Inc.

A MI corporation
[Name of contracting entity]
[State and type of entity, e.g., corporation, limited liability company, etc.]
3941 Eastern Ave.
[Contractor's street address]
Wyoming, 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: 05, 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: Brook Osterhouse
[Signature officer, director, or principal of Contractor]
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 05-15, 2025

Approved as to form: Heather Chapman
Heather Chapman, Deputy City Attorney

BID/PROPOSAL FORM CONTINUED

Service	Est. Amount	Cost per Foot/Service	September 15- November 15				
			2025	2026	2027	2028	2029
1.75" Hose	8,500 Feet		.38	.38	.41	.42	.43
2.0" Hose	3,100 Feet		.38	.38	.41	.41	.43
2.5" Hose	6,500 Feet		.38	.38	.41	.42	.43
3.0" Hose	0 Feet		.38	.38	.41	.42	.43
5.0" Hose	6,700 Feet		.38	.38	.41	.42	.43
Ground Ladders	650 Feet		\$3.00	\$3.00	\$3.25	\$3.50	\$3.50
Aerial Test	1		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Platform/Aerial Test	1		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Aerial 5-year Test	1		\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
Platform/Aerial 5-Year Test	1		\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
Total Cost			\$15,574.00	\$15,574.00	\$16,480.50	\$16,891.00	\$17,139.00

* Please note: Grand totals will change due to if a 5-year inspection is needed or annual aerial inspection needed per year.

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

National Hose Testing Specialties, Inc.
[Proponent's Complete Business Name]

[If Proponent is DSA include Full Proponent DSA Here]

Brooke Oosterhouse
[Signature for proponent]

T. J.
[2nd signature for proponent]

Brooke Oosterhouse
[Printed name and title of person signing]

Troy Smith
[Printed name and title of 2nd person signing]

Date signed: 05/01/2025

3941 Eastern Ave
[Proponent's street address]

(616) 554-6487
[Proponent's business phone]

Wyoming MI 49418
[City] [State] [Zip]

(616) 460-0868
[Cell phone number(s) of person(s) signing for proponent]

brooke@nh-ts.com
[E-mail address(s) of person(s) signing for proponent]

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



STAFF REPORT

Date: May 19, 2025
Subject: Wyoming Library Boiler Replacements
From: Tim Montgomery, Parks Foreman
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended City Council award the bid for the replacements of two low pressure hot water heating boilers at the Wyoming Public Library to DHE Plumbing and Mechanical in the amount of \$75,532.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 1 – Improve City infrastructure and service reliability.

DISCUSSION:

The two low pressure hot water heating boilers identified for replacement are well beyond their expected life cycle and no longer operate at optimal efficiency. Replacement parts are increasingly difficult to obtain, and the units require frequent, costly repairs to maintain basic functionality.

On Tuesday, May 13, 2025, five responses were received in response to our invitation to bid for the removal and replacement of the boilers. A total of 31 bid invitations were sent and/or downloaded by prospective bidders.

TABULATION:

Bidding Company	Bid Amount
DHE Plumbing and Mechanical	\$75,532.00
Pro Services Inc.	\$88,375.00
Franklin Holwerda Company	\$88,750.00
A & B Mechanical Contractors, Inc	\$92,500.00
Vander Hyde Mechanical	\$114,678.00

BUDGET IMPACT:

Funds for this project are allocated in account number 272-265-26500-975.000

Attachment:
Contract

CITY OF WYOMING

WYOMING LIBRARY BOILER REPLACEMENTS PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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:

DHE Plumbing and Mechanical
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4475 8th Ave.
[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: 5/21, 20225.

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

NONE

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: [Signature]

Contractor: DHE Plumbing & Mechanical

By: [Signature]
[Signature officer, director, or principal of Contractor]
Brad Selvin
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 5/21, 2025

Staff Report

Date: May 7, 2025

Subject: Award of Bid for Hach Laboratory Testing Products

From: Peter Minnich, Laboratory Services Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended that City Council award the Hach Laboratory Testing Products bid to Hach Company and Core & Main-LP for Hach laboratory testing supplies at the unit prices included in the attached bid tabulation sheet up to an estimated amount of \$45,000.00, for a one-year period.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Utility laboratories use a significant amount of Hach consumable supplies to conduct testing necessary for regulatory compliance, plant treatment process control, industrial monitoring, and biosolids characterization. Both laboratories regularly utilized Hach TNTplus testing vials for phosphorus, ammonia, and iron analysis. Additionally, the drinking water plant utilizes Hach consumables for turbidity analysis. These are proprietary technologies to Hach but can be purchased through other vendors. These products provide greater accuracy with minimal labor, less variability, and quicker turnaround times for each type of analysis and correspond to approved methods of analysis by the U.S. EPA for use in generating regulatory data.

Currently, the laboratories have a standing order for these testing supplied with Hach Company that automatically ships each month. These standing orders are for supplies that are needed for routine, predictable sample monitoring. However, there may be a need for additional supplies to cover emergency samples or an increase in sample load over the course of the year. These consumable supplies comprise the largest portion of the purchases that we currently make with Hach. Because of periodic supply chain shortages and other unpredictable market conditions, it is wise to have the ability to purchase these Hach items from multiple vendors.

On Tuesday, April 29, 2025, the City Clerk received three bids for the Hach laboratory testing supplies from Hach Company, Core & Main-LP, and Pacific Star Corporation. Eighty-three invitations to bid were sent to prospective bidders with twenty-one bidders downloading the specifications.

Core & Main-LP agreed to the terms and conditions of the bid contract. Hach Company submitted a contract addendum with their bid proposal. Both have been reviewed and approved by the City Attorney's Office.

BUDGET IMPACT:

Funds for the purchase of Hach laboratory testing supplies are budgeted for every year and are available in the Water Fund Lab Services account 591-537-55310-740.000 and the Sewer Fund Lab Services account 590-536-54310-740.000.

Attachments:
Bid Tabulation
Contracts

.

Proposal For:

CITY OF
Wyoming
MICHIGAN

RFB 2262

HACH LABORATORY TESTING PRODUCTS

Submitted By:



Loveland, Colorado

4/29/2025



Oliver Wadosch
Hach Company
PO Box 389
Loveland, CO 80539

4/29/2025

THE CITY OF WYOMING, MICHIGAN

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

RE: RFB 2262 - HACH LABORATORY TESTING PRODUCTS

Dear City Clerk,

Thank you for giving Hach Company the opportunity to submit a Proposal for HACH LABORATORY TESTING PRODUCTS. Hach has vast experience in the design and production of Lab and Process Instrumentation.

Hach has submitted the following documents:

- Bid/Proposal Form
- Hach Contract Addendum
- W9
- Insurance Certificate

The most integral part, of course, are the completed and signed Bid and Contract Forms. Hach is offering a 7% discount on all lab products including consumables for the contract term. This also includes free shipping.

The Contract Addendum is intended to provide reasonable revisions to the City's Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the City's Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions.

Hach has also included an insurance certificate, exceeding the City's required limits, and listing the City, the City's officers and employees as additionally insured.

Standard Lead time is 30 days ARO. Standard Payment Terms are NET 30.

Hach Company values your business and looks forward to a long and fruitful partnership.

Oliver Wadosch



Sr. Project Specialist, Hach
owadosch@hach.com

BID/PROPOSAL FORM CONTINUED

State bid prices as per the specifications included herein:

Item Description	Hach Product Number	Per Unit Price
Items Shipping to 2350 Ivanrest Ave SW Wyoming, MI 49418		
IntelliCAL LBOD101 Luminescent/Optical Dissolved Oxygen (LDO) Sensor for BOD	LBOD10101	\$ 1,568.91
IntelliCAL LBOD101 Sensor Cap Replacement Kit	5838000	\$ 210.18
Ammonia TNTplus Vial Test, ULR (0.015-2.00 mg/L NH ₃ -N), 25 Tests	TNT830	\$ 85.51
Ammonia TNTplus Vial Test, LR (1-12 mg/L NH ₃ -N), 25 Tests	TNT831	\$ 85.51
Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Test	TNT832	\$ 85.51
Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.5 mg/L PO ₄), 25 tests	TNT843	\$ 88.62
Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.50-15.0 mg/L PO ₄), 25 tests	TNT844	\$ 88.62
Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 tests	TNT845	\$ 88.62
Phosphate Standard Solution, 1 mg/L as PO ₄ (NIST), 500 mL	256949	\$ 39.29
Phosphate Standard Solution, 50 mg/L as PO ₄ (NIST), 500 mL	17149	\$ 45.56
Ammonia Standard Solution, 1 mg/L, 500 mL	189149	\$ 38.27
Ammonia Standard Solution, 10 mg/L, 500 mL	15349	\$ 38.27
Tungsten Lamp for DR3900/Lico 6xx	LPZ440.99.00007	\$ 137.64
Tungsten Lamp	A23778	\$ 451.98
Items Shipping to 16700 New Holland St Holland, MI 49424		
Iron TNTplus Vial Test (0.2-6.0 mg/L Fe), 25 Tests	TNT858	\$ 88.43
Sample vials for TU5200 Benchtop Laser Turbidimeter	LZV946	\$ 81.28
Desiccant Cartridge for TU5300sc and TU5400sc Laser Turbidimeter	LZY876	\$ 56.03
Sodium thiosulfate (stabilized) digital titrator cartridge, 2.26 N	2686901	\$ 31.33
Delivery tubes for Digital Titrator	1720500	\$ 16.27
Phenylarsine Oxide (PAO) Standard Solution, 0.00564 N, 3.78 L	199917	\$ 135.78

Item Description	Hach Product Number	Per Unit Price
Sulfuric acid standard solution, 0.020N (N/50), 4 L	20356	\$ 69.83
EDTA standard solution, 0.0200N, 4 L	20556	\$ 60.31
CDTA (Cylcohexanediaminetetraacetic acid), 100g	700726	\$ 250.17
Stabcal Verification Vial, 1 NTU, with RFID, TU5200	LZZ003	\$ 425.01
Stabcal Verification Vial, 10 NTU, with RFID for TU5200, TU5300sc, and TU5400sc Laser Turbidimeters	LZY877	\$ 499.41
Stabcal Calibration Vial, 20 NTU, with RFID for TU5200, TU5300sc, and TU5400sc Laser Turbidimeters	LZY837	\$ 499.41

State percentage discount from the latest dated retail price for other Hach brand products: 7.00

Official website: www.hach.com

Is the website able to provide product availability and anticipated delivery dates. Yes ☐ No ☒

Is the website able to include the awarded bid pricing. Yes ☐ No ☒

Is your company capable of establishing and maintaining recurring automatic shipments of Hach items and provide estimated delivery dates. Yes ☒ No ☐



Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Hach Company

Bid/Proposal Form Continued

Hach Company

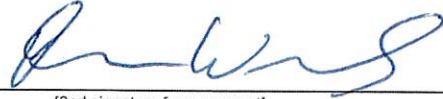
[Proponent's Complete Business Name]

N/A

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]



[2nd signature for proponent]

Chad Spraker, Manager, Project Bids

[Printed name and title of person signing]

Oliver Wadosch, Sr. Project Specialist

[Printed name and title of 2nd person signing]

Date signed: 4/24/2025

5600 Lindbergh Drive

[Proponent's street address]

800-227-4224

[Proponent's business phone]

Loveland

[City]

CO

[State]

80538

[Zip]

N/A

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

owadosch@gmail.com, cspraker@hach.com

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

Corporation - incorporated in Delaware

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



2. Hach Contract Addendum



Be Right™

Contract Addendum to Bid 2262
"Hach Laboratory Testing Products" (the "Project")

Parties: City of Wyoming, Michigan ("Customer")
Hach Company ("Supplier")

Date: April 29, 2025

Recitals: Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract") for the purchase of Supplier's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier items (e.g., chemicals or equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against those damages to the extent proportionately caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by the Customer, its affiliates, or those in privity with them.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants the Goods in accordance with its then-current standard warranty covering the specific Goods ordered, generally under which Supplier warrants to the Customer that during the period ending 18 months after the delivery date or 12 months after the start-up date, whichever occurs first, Goods which are manufactured by Supplier will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. SUPPLIER'S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. **Performance Guarantees.** All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. **Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are due Net 30 days from Supplier's invoice and pay-when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. **Funds Transfers (Payments).** The parties both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new bank or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

9. **Force Majeure.** Supplier is excused from performance of its obligations under this Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Supplier by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Supplier may, at its option, terminate this Agreement without penalty and without being deemed in default or in breach thereof.

10. **Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Agreement supersedes or nullifies this Addendum. By giving thirty days prior written notice, Supplier may terminate this Agreement. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

City of Wyoming, Michigan

By: _____

Name: _____

Title: _____

Date: _____

Hach Company

By:  _____

Name: Oliver Wadosch

Title: Sr. Project Specialist

Date: 4/29/2025

CITY OF WYOMING

HACH LABORATORY TESTING PRODUCTS CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN

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.

"Contractor" means:

Core & Main- LP
[Name of supplying entity]
A Missouri- Partnership
[State and type of entity, e.g., corporation, limited liability company, etc.]
1830 Craig Park Ct.
[Supplier's street address]
St. Louis, MO 63146
[Supplier's city, state & zip]

Effective Date means: _____, 202__.

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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:



Contractor: Core & Main- LP

By: 
[Signature officer, director, or principal of Contractor]
John Bormann- Director of Business Development
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____ May 6, 2025



RESPONSE TO REQUEST FOR PROPOSALS (RFP) FOR

City of Wyoming

SUBMISSION DEADLINE:

Date: April 29, 2025

Time: 11:00 AM EST

Hach Laboratory Testing Products

SUBMITTED TO:

City of Wyoming, City Clerk's Office

1155 28th Street SW

Wyoming, MI 49509-0905



PRIMARY CORE & MAIN CONTACT:

Brooke Hutchins

Business Development Manager

Brooke.hutchins@coreandmain.com

314.275.3728



April 25, 2025

City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905

Dear City of Wyoming,

RE: Hach Laboratory Testing Products

Please accept our submissions for **Hach Laboratory Testing Products**. For over 20 years we have been trusted suppliers – helping Municipalities and Contractors get the job completed and properly maintained. We work closely with over 50 different suppliers and manufacturers to ensure that your project is completed in a timely manner and stays that way.

Our ability to deliver quality products is strengthened by our Business Development Manager, Brooke Hutchins, who brings over a decade of experience in the water and wastewater industry. Her hands-on expertise helps address the challenges faced by municipal customers. Brooke is committed to sourcing and supplying municipal customers with the solutions they need.

Our bid submission includes:

- ❖ **Cover Letter**
- ❖ **Company History**
- ❖ **Pricing pages**
- ❖ **Insurance Certificate**

Thank you for your time and the opportunity to serve you.

Sincerely,

Core & Main Team

Brooke Hutchins- Business Development Manager- Serving the Michigan Area

brooke.hutchins@coreandmain.com

Phone: 314-275-3728

Jon Bormann- Director of Business Development

Jon.bormann@coreandmain.com



Company Background and History

COMPANY BACKGROUND & HISTORY

Core & Main ("CNM") was established in 2017, built on the foundation of 80+ legacy companies, including HD Supply Waterworks, Hughes Supply, and National Waterworks. CNM holds a **leading market position** in the United States for water, sewer, storm drain, and fire protection products. Our products are integral to building, repairing, and maintaining water and wastewater systems. They serve as part of the basic municipal infrastructure required to support population and economic growth, including residential and commercial construction.

We have over 5,500 employees, across 48 states, and 370+ locations that strive every day to provide local knowledge, experience, and service nationwide.



OUR VISION

To foster a world where communities thrive because our people and products provide safe, sustainable infrastructure for generations to come.

OUR MISSION

We are industry leaders, supplying local expertise, service, and products nationwide to build innovative water, wastewater, energy and fire protection solutions for our customers and the communities we serve.

We invest in the development and well-being of our people, who are the key to our future. Together, we act with honesty and integrity because we believe strong relationships make for strong communities.

OUR CORE PRINCIPLES

- Our team members are family
- Honesty & integrity guide us
- Everyone is in sales
- We value industry, technical & local expertise
- We are action-oriented & accountable
- We are growth-focused



BID/PROPOSAL FORM CONTINUED

State bid prices as per the specifications included herein:

Item Description	Hach Product Number	Per Unit Price
Items Shipping to 2350 Ivanrest Ave SW, Wyoming, MI 49418		
IntelliCAL LBOD101 Luminescent/Optical Dissolved Oxygen (LDO) Sensor for BOD	LBOD10101	\$1,555.15
IntelliCAL LBOD101 Sensor Cap Replacement Kit	5838000	\$208.05
Ammonia TNTplus Vial Test, ULR (0.015-2.00 mg/L NH ₃ -N), 25 Tests	TNT830	\$84.79
Ammonia TNTplus Vial Test, LR (1-12 mg/L NH ₃ -N), 25 Tests	TNT831	\$84.79
Ammonia TNTplus Vial Test, HR (2-47 mg/L NH ₃ -N), 25 Test	TNT832	\$84.79
Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.5 mg/L PO ₄), 25 tests	TNT843	\$87.87
Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.50-15.0 mg/L PO ₄), 25 tests	TNT844	\$87.87
Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO ₄), 25 tests	TNT845	\$87.87
Phosphate Standard Solution, 1 mg/L as PO ₄ (NIST), 500 mL	258949	\$38.94
Phosphate Standard Solution, 50 mg/L as PO ₄ (NIST), 500 mL	17149	\$45.17
Ammonia Standard Solution, 1 mg/L, 500 mL	189149	\$37.95
Ammonia Standard Solution, 10 mg/L, 500 mL	15349	\$37.95
Tungsten Lamp for DR3900/Lico 6xx	LPZ440.99.00007	\$135.85
Tungsten Lamp	A23778	\$447.45
Items Shipping to 18700 New Holland St Holland, MI 49424		
Iron TNTplus Vial Test (0.2-6.0 mg/L Fe), 25 Tests	TNT858	\$87.68
Sample vials for TU5200 Benchtop Laser Turbidimeter	LZV946	\$80.61
Desiccant Cartridge for TU5300sc and TU5400sc Laser Turbidimeter	LZY876	\$55.53
Sodium thiosulfate (stabilized) digital titrator cartridge, 2.26 N	2688901	\$31.06
Delivery tubes for Digital Titrator	1720500	\$16.14
Phenylarsine Oxide (PAO) Standard Solution, 0.00564 N, 3.78 L	199917	\$133.95

Item Description	Hach Product Number	Per Unit Price
Sulfuric acid standard solution, 0.020N (N/50), 4 L	20356	\$69.25
EDTA standard solution, 0.0200N, 4 L	20556	\$59.80
CDTA (Cyclohexanediaminetetraacetic acid), 100g	700726	\$261.00
Stabcal Verification Vial, 1 NTU, with RFID, TU5200	LZZ003	\$443.00
Stabcal Verification Vial, 10 NTU, with RFID for TU5200, TU5300sc, and TU5400sc Laser Turbidimeters	LZY877	\$494.95
Stabcal Calibration Vial, 20 NTU, with RFID for TU5200, TU5300sc, and TU5400sc Laser Turbidimeters	LZY837	\$494.95

State percentage discount from the latest dated retail price for other Hach brand products: 0

Official website: www.supply.coreandmain.com

Is the website able to provide product availability and anticipated delivery dates. Yes ☐ No ☒

Is the website able to include the awarded bid pricing. Yes ☐ No ☒

Is your company capable of establishing and maintaining recurring automatic shipments of Hach items and provide estimated delivery dates. Yes ☒ No ☐



Proponent's Complete Business Name (If Proponent is DBA include Full Proponent DBA):

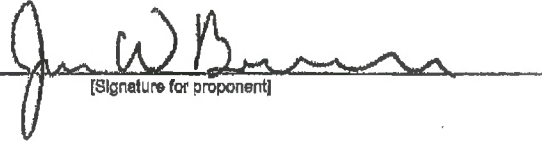
Core & Main- LP

Bid/Proposal Form Continued

Core & Main- LP

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

Jon Bormann- Director of Business Development

[Printed name and title of person signing]

Mary Owens

[2nd signature for proponent]

Mary Owens- Bid Specialist

[Printed name and title of 2nd person signing]

Date signed: 4/25/25

1803 Craig Park Ct.

[Proponent's street address]

888-885-2673

[Proponent's business phone]

St. Louis, MO 63146

[City]

[State]

[Zip]

970-889-6347- J. Bormann

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

470-307-2160- M. Owens

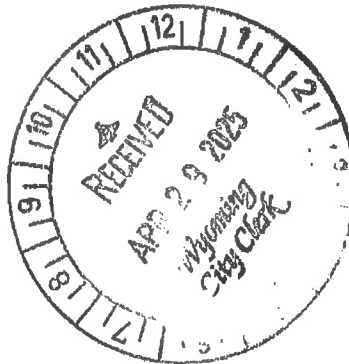
jon.bormann@coreandmain.com

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

mary.owens@coreandmain.com

Partnership

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



Staff Report

Date: May 6, 2025

Subject: Award of Bid for IDEXX Laboratory Testing Supplies

From: Peter Minnich, Laboratory Services Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended that the City Council award of the IDEXX Laboratory Testing Supplies bid to IDEXX Distribution, Inc. for the unit prices as noted on the included bid tabulation up to an estimated amount of \$120,000 for a one-year period.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water and Wastewater laboratories use a significant amount of IDEXX consumable supplies to perform microbiological analysis for regulatory compliance, distribution monitoring, and process control. The laboratories currently use the Quanti-Tray and SimPlate methods, which are proprietary technologies that do not have other alternatives available on the market. The laboratories also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX for standardization and quality assurance purposes. These techniques are approved by the U.S. EPA for use in generating reportable drinking water and wastewater testing data and give highly accurate data with minimal turnaround time and labor required.

The laboratories currently have standing orders for the IDEXX supplies that cover the analytical needs for routine, predictable samples that automatically ship every month. Additional products are ordered on a periodic basis and are used for emergency situations, construction samples, and other non-routine sampling events to cover an increase in sample load. The estimated amount needed is based on the previous year's order for these materials but can vary year to year.

On Tuesday, April 29, 2025, the City Clerk received one bid for the IDEXX laboratory testing supplies from IDEXX Distribution, Inc. Eighty-three invitations to bid were sent to prospective bidders with seventeen bidders downloading the specifications of the bid.

IDEXX proposed minor adjustments to the Risk Allocation and Insurance section of the contract for IDEXX laboratory testing supplies. The proposed adjustments were reviewed and approved by the City Attorney's office.

TABULATION:

Items Shipping to 16700 New Holland St. Holland, MI 49424				
			IDEXX Distribution, Inc.	
Item Description	IDEXX Product Number	Quantity	Per Unit Price	Total
Colilert (200-test pack)	98-12973-00	36	\$1,344.38	\$48,397.68
Colilert 18 (200-test pack)	98-08877-00	2	\$1,454.00	\$2,908.00
Colisure (200-test pack)	98-13174-00	2	\$2,081.00	\$4,162.00
120 mL Shrink-Banded Vessels with Sodium Thiosulfate (200 pack)	98-09221-00	36	\$204.67	\$7,368.12
Quanti-Tray (100 pack)	98-21378-00	12	\$263.52	\$3,162.24
Quanti-Tray/2000 (100 pack)	98-21675-00	6	\$355.00	\$2,130.00
SimPlate for HPC, multidose kit (100 tests, 10 media vessels and SimPlates)	98-05761-01	48	\$446.00	\$21,408.00
Sterile Water	98-09444-01	60	\$55.43	\$3,325.80
Colilert and Colilert-18 P/A Comparator	98-11682-00	1	\$23.00	\$23.00
Colilert and Colilert-18 Quanti-Tray Comparator (51-well tray)	98-09226-00	1	\$42.00	\$42.00
Items for Shipping to 2350 Ivanrest Ave SW Wyoming, MI 49418				
			IDEXX Distribution, Inc.	
Item Description	IDEXX Product Number	Quantity	Per Unit Price	Total
Colilert 18 (200-test pack)	98-08877-00	6	\$1,454.00	\$8,724.00
120 mL Shrink-Banded Vessels without Sodium Thiosulfate (200 pack)	98-09222-00	6	\$204.67	\$1,228.02
Quanti-Tray/2000 (100 pack)	98-21675-00	6	\$355.00	\$2,130.00
Sterile Water	98-09444-01	3	\$55.43	\$166.29
Total				\$105,175.15
Additional IDEXX Brand Discount			Varies	

BUDGET IMPACT:

Funds for the purchase of IDEXX laboratory testing supplies are budgeted for every year and are available in the Water Fund Lab Services account 591-537-55310-740.000 and the Sewer Fund Lab Services account 590-536-54310-740.000.

CITY OF WYOMING

IDEXX LABORATORY TESTING PRODUCTS

CITY PURCHASING CONTRACT

CITY OF WYOMING, MICHIGAN

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.

"Contractor" means: IDEXX Distribution, Inc.

A Corporation MASSACHUSETTS
[Name of supplying entity]
[State and type of entity, e.g., corporation, limited liability company, etc.]
One IDEXX Drive
[Supplier's street address]
Westbrook, ME 04092
[Supplier's city, state & zip]

Effective Date means: 5/20, 2025

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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: _____

Contractor: IDEXX Distribution, Inc.

By: X. Chun-Ming Chen GM/VP
[Signature officer, director, or principal of Contractor]
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 4/22, 2025

BID/PROPOSAL FORM CONTINUED

State bid price as per the specifications included herein:

Items Shipping to 16700 New Holland Street, Holland, MI 49424		
Item Description	IDEXX Products Number	Per Unit Price
Colilert (200-test pack)	98-12973-00	1,344.38
Colilert-18 (200-test pack)	98-08877-00	1,454.00
Colisure (200-test pack)	98-13174-00	2,081.00
120 mL Shrink-Banded Vessels with Sodium Thiosulfate (200 pack)	98-09221-00	204.67
Quanti-Tray (100 pack)	98-21378-00	263.52
Quanti-Tray/2000 (100 pack)	98-21675-00	355.00
SimPlace for HPC, multi-dose kit (100 tests, 10 media vessels and SimPlates)	98-05761-01	446.00
Sterile Water	98-09444-01	55.43
Colilert and Colilert-18 P/A Comparator	98-11682-00	23.00
Colilert and Colilert-18 Quanti-Tray Comparator (51-well tray)	98-09226-00	42.00
Items Shipping to 2350 Ivanrest Avenue SW, Wyoming, MI 49418		
Colilert-18 (200-test pack)	98-08877-00	1,454.00
120 mL Shrink-Banded Vessels without Sodium Thiosulfate (200 pack)	98-09222-00	204.67
Quanti-Tray/2000 (100 pack)	98-21675-00	355.00
Sterile Water	98-09444-01	55.43

****Freight to be added as a separate line base on quantities of each order****

State percentage discount from the latest dated retail price for other IDEXX brand products: _____ Discount varies by product and usage

Official website: <https://www.idexx.com/en/water/>

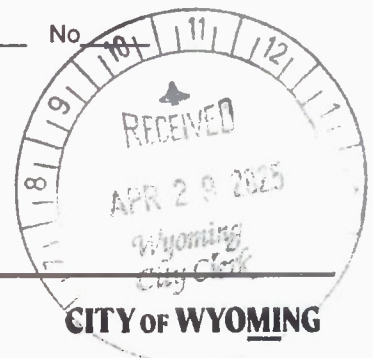
Is the website able to provide product availability and anticipated delivery dates. Yes _____ No ☒

Is the website able to include the awarded bid pricing. Yes ☒ No _____

Is your company capable of establishing and maintaining recurring automatic shipments of IDEXX items and provide estimated delivery dates. Yes ☒ No _____

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

IDEXX Distribution Inc



Bid/Proposal Form Continued

IDEXX Distribution, Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

X.

[Signature for proponent]

Chun-Ming Chen

[Printed name and title of person signing]

X.

Jamie Brunella

[2nd signature for proponent]

Sales Support Specialist

[Printed name and title of 2nd person signing]

Date signed: 4/22/25

One IDEXX Drive

[Proponent's street address]

800-321-0207

[Proponent's business phone]

Westbrook

[City]

ME

[State]

04092

[Zip]

N/A

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

wlpdsalesupportna@idexx.com

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

Corporation, MA

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



Staff Report

Date: May 21, 2025

Subject: Award of Bid for Laboratory Sample Bottles

From: Peter Minnich, Laboratory Services Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended that the City Council award the Laboratory Sample Bottles bid to Scientific Specialties, Inc. for the unit prices as note on the included bid tabulation, up to an estimated amount of \$15,000.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water and Wastewater Treatment Plant laboratories use a significant amount of pre-cleaned and certified sample bottles to collect regulatory samples, plant treatment process samples, industrial samples, and biosolids samples. The analytical methods that the laboratories utilize identify specific sample bottle types necessary for collection and preservation. Proper collection and preservation of samples is a necessary component of the analytical process for generating regulatory data.

On Tuesday, May 13, 2025, the City Clerk received three bids for laboratory sample bottles from Scientific Specialties, Inc., Environmental Express, and Pacific Star Corporation. Eighty-five invitations to bid were sent out to prospective bidders with twenty-one bidders downloading the specifications of the bid.

Environmental Express only provided a sales quotation with their proposal and failed to complete the majority of the bid forms properly. Scientific Specialties, Inc., the second lowest bidder, agreed to the terms and conditions of the bid contract and provided a complete bid form. Therefore, staff are recommending award of the bid to Scientific Specialties, Inc.

TABULATION:

	Scientific Specialties, Inc.			Environmental Express			Pacific Star Corporation	
Item Description	Product Number	Price/Bottle		Product Number	Price/Bottle		Product Number	Price/Bottle
1,000 mL, Wide-Mouth, HDPE, Sample Bottles	353032-BLK	\$2.93		BPC1986	\$3.35		United Scientific 33410	\$4.28
500 mL, Wide-Mouth, HDPE, Sample Bottles	353016-BLK	\$2.55		BPC1961	\$2.01		United Scientific 33409	\$2.62
250 mL, Wide-Mouth, HDPE, Sample Bottles	353008-BLK	\$1.44		BPC1135	\$1.01		United Scientific 33408	\$2.22
125 mL, Wide-Mouth, HDPE, Sample Bottles	353004-BLK	\$1.08		BPC1199	\$0.60		United Scientific 33407	\$1.57
Additional Percentage Discount for Other Sample Bottles	10.00%			0.00%			20.00%	

BUDGET IMPACT:

Funds for the purchase of laboratory sample bottles are budgeted for every year and are available in the Water Fund Lab Services account 591-537-55310-740.000 and the Sewer Fund Lab Services account 590-536-54310-740.000.

CITY OF WYOMING

LABORATORY SAMPLE BOTTLES PROJECT CONTRACT CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN

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.

"Contractor" means:

Scientific Specialties Inc.
(Name of supplying entity)
A MI Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
7101 ~~XXXXXX~~ Standard Drive
(Supplier's street address)
Handover, MD 21076
(Supplier's city, state & zip)

Effective Date means: JUNE 3, 2025

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and 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: Scientific Specialties Inc.

By: _____
John Shay, City Manager

By: _____
(Signature officer, director, or principal of Contractor)
Joe Pranta
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: _____, 20__

Date signed: Aug 21, 2025

Approved as to form:

[Signature]

STAFF REPORT

Date: May 20, 2025
Subject: Drying Bed Residual Solids Disposal Project Bid Award
From: David Munch, Utility Operations Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: June 2, 2025

RECOMMENDATION:

It is recommended that the City Council award the Drying Bed Residual Solids Disposal Bid to McCormick Sand Inc. (providing excavating and trucking services) and Republic Services (providing the landfill disposal site) for the unit prices on the included bid tabulation, for a total estimated project amount of \$250,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Drinking Water Plant has two drying beds that occasionally receive solid material removed from the water during the treatment process. The last time lagoon solids were removed for disposal was in 2012. The south lagoon has accumulated material - a combination of sand, carbon, and alum sludge – to maximum capacity and needs to be cleaned out. Removal and disposal of the solid material in the drying beds requires collaboration between an excavation/trucking company and a local landfill.

On Tuesday, May 6, 2025, the City received one bid for the Drying Bed Residual Solids Disposal Project. Thirty-two prospective bidders downloaded the bid. The bid received is a collaborative effort between Republic Services and McCormick Sand, Inc. providing landfill disposal and excavation/hauling services respectively.

The exact amount of material to be removed is estimated to be approximately 7,000 tons. The City will pay for these services on actual quantities removed and disposal of, which is estimated to be approximately \$250,000.00.

TABULATION:

Bidder Name	Bid Amount
Republic Services (Ottawa County Landfill, Inc. dba Ottawa County Farms Landfill)	\$17.62 per ton (disposal)
McCormick Sand Inc.	\$7.12 per ton (excavation) \$11.33 per ton (hauling)

BUDGET IMPACT:

Funds are available in Water Fund account 591-537-55300-921.000.



South Drying Bed at the Drinking Water Plant

CITY OF WYOMING

DRYING BED RESIDUAL SOLIDS DISPOSAL PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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:

McCormick Sand, Inc.
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
5430 Russell Rd
[Contractor's street address]
Twin Lake, MI 49457
[Contractor's city, state & zip]

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

Effective Date means: May 21, 2025

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

None

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: McCormick Sand, Inc.

By: _____
John Shay, City Manager

By: David P. Vander Molen
[Signature officer, director, or principal of Contractor]
David P. Vander Molen, V.P.
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: May 21, 2025

Approved as to form:

Approved as to form:

Heather Chapman

Heather Chapman, Deputy City Attorney

CITY OF WYOMING

DRYING BED RESIDUAL SOLIDS DISPOSAL PROJECT CONTRACT CITY OF WYOMING, MICHIGAN

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: Ottawa County Landfill, Inc dba Ottawa County Farms Landfill
A Deleware
[Name of contracting entity]
[State and type of entity, e.g., corporation, limited liability company, etc.]
15550 68th Avenue
[Contractor's street address]
Copersville, MI 49404
[Contractor's city, state & zip]

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

Effective Date means: May 21, 2025

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Approved as to form: _____

Heather Chapman

Heather Chapman, Deputy City Attorney

Contractor: Ottawa County Farms Landfill

By: Tom Martawell
[Signature of officer, director, or principal of Contractor]
Tom Martawell, General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 5/21, 2025

ORDINANCE NO. 7-25

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (146) TO REZONE 211 36TH STREET SW FROM
P-1 VEHICULAR PARKING DISTRICT TO B-2 GENERAL BUSINESS DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (146) to read as follows:

- (146) (a) To rezone the following described property at 211 36th Street SW (parcel number 41-17-13-455-055) from P-1 Vehicular Parking District to B-2 General Business District:

PARCEL NUMBER 41-17-13-455-055, AS SURVEYED:

411713455055 LOT 833 EX N 9 FT & EX E 12 FT ALSO LOTS 834 & 835 EX E 12 FT ALSO LOTS 842 & 843 ALSO LOT 844 EX N 9 FT ALSO THAT PART OF LOTS 837 THRU 841 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOT 836 LYING N OF N LINE OF 36TH ST & EX E 12 FT * HOME ACRES NO.2
SPLIT/COMBINED ON 05/18/2016 FROM 41-17-13-455-053

Section 2. That this ordinance shall take effect on _____, 2025.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2025.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 7-25

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

April 30, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from P-1 Vehicular Parking District to B-2 General Business District at 211 36th Street SW (Section 13) (Thomas Carpenter, Ignite Credit Union).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on April 15, 2025. At the meeting, staff recommended approval of the rezoning request and a motion was made by Van Duren, supported by Gilreath-Watts, to recommend that City Council approve the proposed rezoning. The motion to approve this rezoning request passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The applicant proposes to rezone this parcel to B-2 General Business District. The applicant intends to demolish the existing building on the site and redevelop the site for multiple commercial tenants. The financial institution that exists today is intended to fill one of the units in the new development.

The property is currently zoned P-1 Vehicular Parking District. The existing financial institution is a permitted use in the proposed B-2 General Business District, but is existing non-conforming under the current zoning. Given the proximity to the nearby B-2 General Business District parcels and the future land use designation as Mixed Use, a multitenant commercial development or other B-2 use would be appropriate. The existing P-1 Vehicular Parking District was appropriate when the GM stamping plant was still in operation and the site was used for employee parking, but there are no uses nearby that need off-site parking.

Two representatives of the property owner spoke in favor of the proposal and no members of the public offered comment.

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occur at this site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 4

DATE DISTRIBUTED: April 8, 2025

PLANNING COMMISSION DATE: April 15, 2025

ACTION REQUESTED: Request for Rezoning from P-1 Vehicular Parking District to B-2 General Business District

REQUESTED BY: Thomas Carpenter, Ignite Credit Union

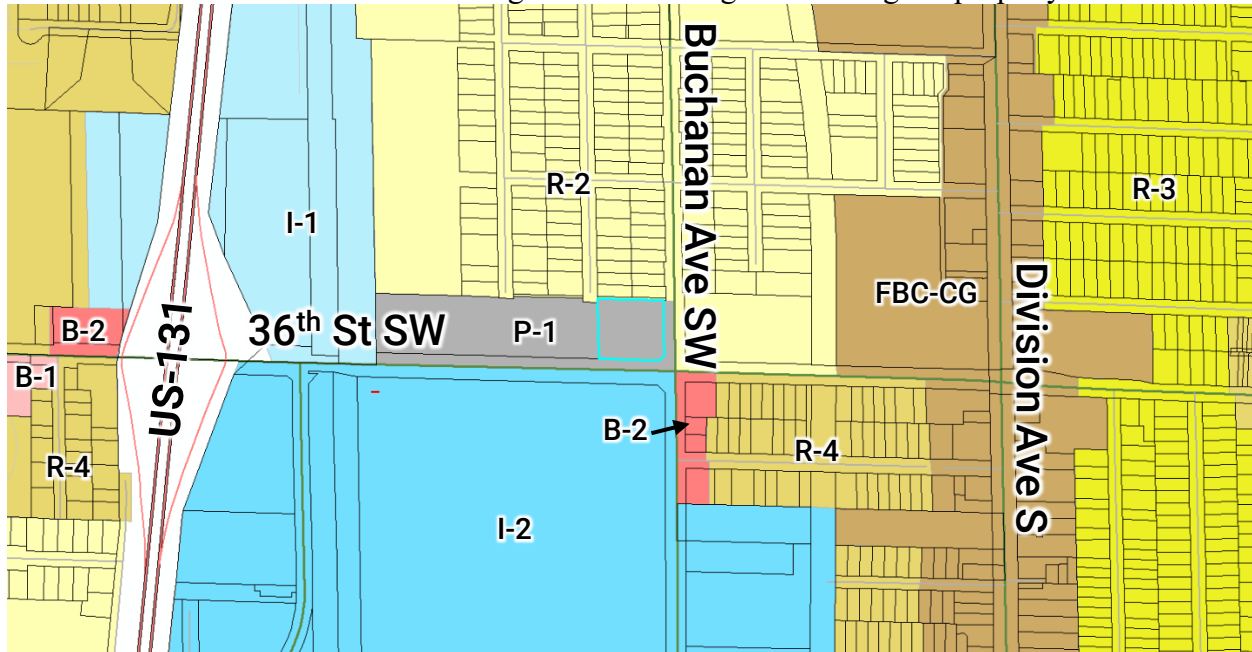
REPORT PREPARED BY: Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:

The property is located at 211 36th Street SW. The property is approximately 1.49 acres and is located along 36th Street SW, northwest of the intersection of 36th Street SW and Buchanan Avenue SW.

EXISTING ZONING CHARACTERISTICS:

This site is zoned P-1 Vehicular Parking District. Zoning surrounding the property follows:



North: R-2 Residential District

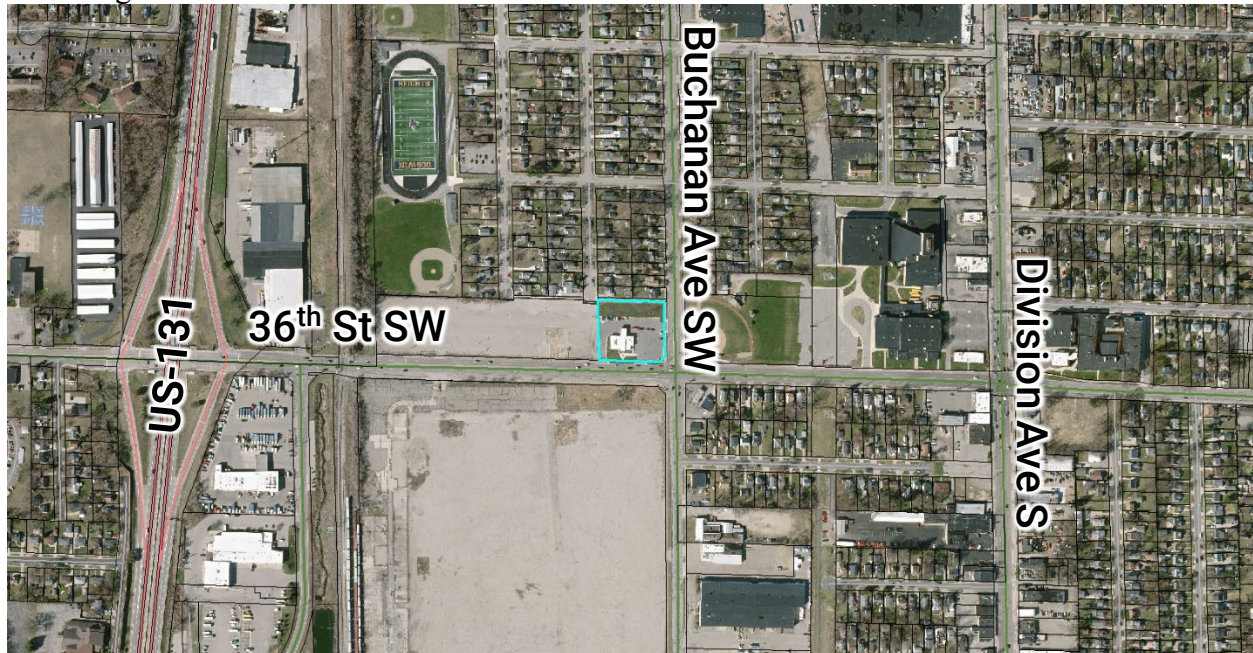
South: I-2 General Industrial District, B-2 General Business District

East: R-2 Residential District, R-3 Residential District, R-4 Residential District, B-2 General Business District, FBC Form Based Code: Corridor General

West: P-1 Vehicular Parking District, I-1 Light Industrial District, I-2 General Industrial District, B-2 General Business District, B-1 Local Business District, R-4 Residential District

EXISTING LAND USE:

The site currently has one building within the 1.49 acre parcel. Uses surrounding the site are the following:



North: Residential – Single Family, Education, Commercial – Grocery, Retail

South: Industrial – Manufacturing, Distribution, Contractor, Trucking, Commercial – Automotive Repair, Gas Station

East: Residential – Single Family, Education, Place of Worship, Commercial – Restaurant, Florist, Personal Services, Retail, Automotive Sales, Contractor

West: Public – Marketplace, Industrial – Truck Rental, Manufacturing, Equipment Supplier, Athletic Training Facility, Residential – Single Family, Multi-Family, Education

PROJECT INFORMATION:

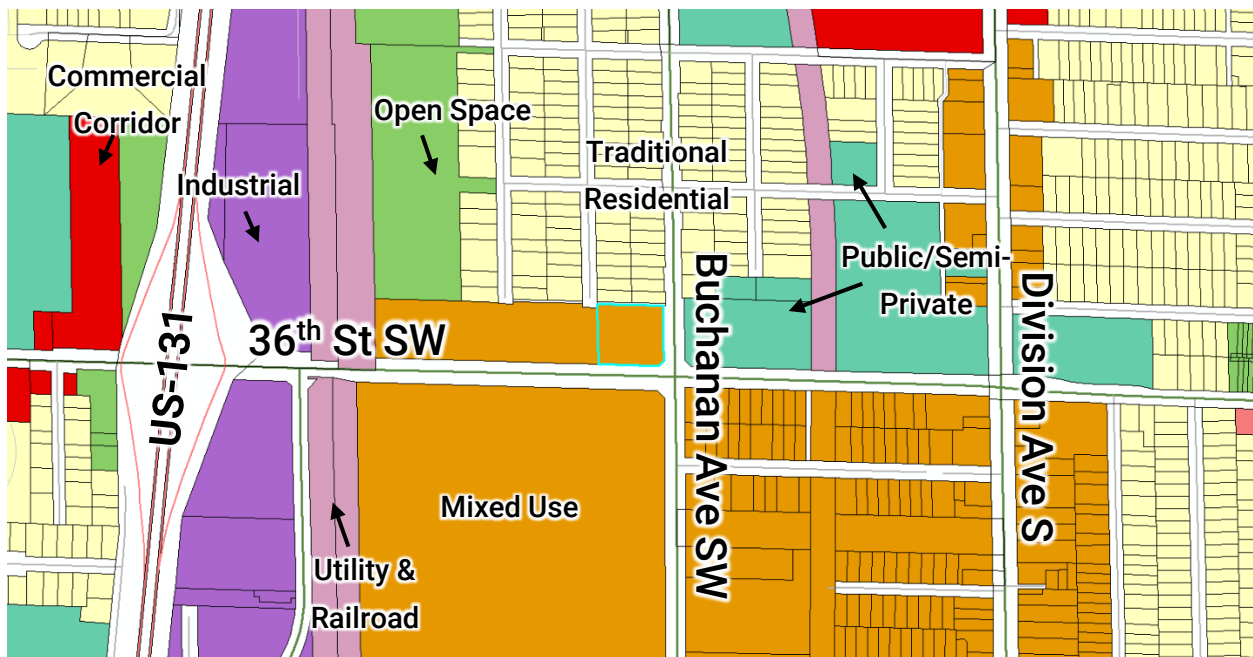
The applicant proposes to rezone this parcel to B-2 General Business District at 211 36th Street SW. The only permitted use in the current P-1 Vehicular Parking District is automobile parking. The commercial parcels diagonally across the intersection of 36th Street SW and Buchanan Avenue SW are zoned B-2. The property owner of the existing financial institution plans to demolish the building and redevelop the site for the business to remain. The proposed rezoning would accommodate commercial capacity for the financial institution and additional users.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. The proposed zone district offers the potential of mixed commercial uses such as financial, restaurant, office, and retail onsite, and the project adds to the residential, industrial, and educational, and commercial mixes located nearby. The proposed rezoning aligns with the adopted master plan.



(b) *Compatibility of the allowed uses with existing and future land uses;*

The existing financial institution is a permitted use within the B-2 General Business District, which brings the property into conformity. Drive-through businesses are permitted with special use approval, and the proposed use adds valuable commercial activity to the designated Mixed Use area, which is the future land use of the property.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The property is currently zoned P-1, but there are no adjacent uses that would require additional parking spaces. Nearby developments have adequate dedicated parking onsite, meaning this property will not be utilized as currently zoned. The existing financial institution is also restricted due to its nonconforming status, and the current zoning does not allow for any renovations or expansions.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*

The principal permitted uses and special land uses for the proposed B-2 zoning district are appropriate. Many of the principal permitted uses are typical commercial uses found along major thoroughfares within reach of industrial, residential, and other commercial uses. The B-2 General Business district allows for uses such as drive-through establishments, which is appropriate for the location. B-2 zoned parcels are found across the intersection of 36th Street SW and Buchanan Avenue SW.

STAFF COMMENTS

(a) *Dimensional Standards*

The lot exceeds the minimum lot area of 6,500 square feet and the minimum lot width of 65 feet.

(b) *Location*

The parcel is located along 36th Street SW, less than half a mile from US-131 and Division Avenue S. To the south, major construction projects from Benteler Automotive and Corewell Health have begun, representing an investment of \$180 million that will bring 270 new jobs to the area. The City's Godwin Mercado will be located to the west of the parcel, which adds a considerable asset to the area. Nearby development makes this parcel's commercial development viable for the future.

(c) *Process*

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council. If submitting site plans for drive-through businesses, the applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- April 15 – Planning Commission considers rezoning request.
- May 5 – City Council hears the first reading of the rezoning request.
- June 2 – City Council hears the second reading of the rezoning request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

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

The proposed rezoning contributes to the economic strength and social equity of the City of Wyoming. Expanding commercial nodes within the City strengthens not only commercial activity, but adjacent activities through local product offerings. This project offers further commercial development in a budding commercial node, uniquely located near hundreds of millions of local investments. Social equity is achieved through the financial inclusion, sustainable development, and local reinvestment from financial institutions.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 211 36th Street SW and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Myron Erickson, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

Morningview Drive, Byron Center Michigan introduced themselves to the commissioners and made themselves available for any questions.

A motion was made by Weller, supported by Gilreath-Watts to grant special use approval for a drive-through financial institution at 911 28th St SW.

A vote on the motion passed unanimously.

A motion was made by VanDuren, supported by Randall to grant site plan approval at 911 28th St SW, subject to conditions 1-3.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for a rezoning from P-1 Vehicular Parking District to B-2 General Business District at 211 36th St SW (Section 13) (Thomas Carpenter, Ignite Credit Union)

Hyble explained that the site is zoned P-1 Vehicular Parking District and outlined the various uses of the surrounding land.

Hyble said that the applicant proposes to rezone this parcel to B-2 General Business District at 211 36th Street SW. The only permitted use in the current P-1 Vehicular Parking District is automobile parking. The commercial parcels diagonally across the intersection of 36th Street SW and Buchanan Avenue SW are zoned B-2. The property owner of the existing financial institution plans to demolish the building and redevelop the site for the business to remain. The proposed rezoning would accommodate commercial capacity for the financial institution and additional users.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. The proposed zone district offers the potential of mixed commercial uses such as financial, restaurant, office, and retail onsite, and the project adds to the residential, industrial, and educational, and commercial mixes located nearby. The proposed rezoning aligns with the adopted master plan.

(b) *Compatibility of the allowed uses with existing and future land uses;*

The existing financial institution is a permitted use within the B-2 General Business District, which brings the property into conformity. Drive-through businesses are

permitted with special use approval, and the proposed use adds valuable commercial activity to the designated Mixed Use area, which is the future land use of the property.

(c) *Capability of the property to be served by public services;*

The property is currently served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The property is currently zoned P-1, but there are no adjacent uses that would require additional parking spaces. Nearby developments have adequate dedicated parking onsite, meaning this property will not be utilized as currently zoned. The existing financial institution is also restricted due to its nonconforming status, and the current zoning does not allow for any renovations or expansions.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*

The principal permitted uses and special land uses for the proposed B-2 zoning district are appropriate. Many of the principal permitted uses are typical commercial uses found along major thoroughfares within reach of industrial, residential, and other commercial uses. The B-2 General Business district allows for uses such as drive-through establishments, which is appropriate for the location. B-2 zoned parcels are found across the intersection of 36th Street SW and Buchanan Avenue SW.

STAFF COMMENTS

(a) *Dimensional Standards*

The lot exceeds the minimum lot area of 6,500 square feet and the minimum lot width of 65 feet.

(b) *Location*

The parcel is located along 36th Street SW, less than half a mile from US-131 and Division Avenue S. To the south, major construction projects from Benteler Automotive and Corewell Health have begun, representing an investment of \$180 million that will bring 270 new jobs to the area. The City's Godwin Mercado will be located to the west of the parcel, which adds a considerable asset to the area. Nearby development makes this parcel's commercial development viable for the future.

(c) *Process*

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council. If submitting site plans for drive-through businesses, the applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- April 15 – Planning Commission considers rezoning request.
- May 5 – City Council hears the first reading of the rezoning request.
- June 2 – City Council hears the second reading of the rezoning request.

Hyble said that the Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 211 36th St SW and recommend the same to City Council.

Kris Lewis, CEO, 3331 Dumont Lake Rd, Allegan and Cody Newman, 117 W Michigan Ave, Battle Creek spoke to commissioners and said this credit union has been functioning as a non-conforming site for decades and they are looking forward to redeveloping the site.

A motion was made by VanDuren, supported by Gilreath-Watts to grant the B-2 rezoning request, and recommend the same to City Council.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Learning & Growth

Joe Blair gave a short presentation to commissioners regarding nonconformities in the R-2 and R-3 zoning districts and potential solutions to align the zoning code with existing parcel dimensions.

PUBLIC COMMENT

There was no public hearing.

ADJOURNMENT

The meeting was adjourned at 8:22 PM.

Audrey Zapata, Secretary
Wyoming Planning Commission

Rose Zuniga, Recording Secretary
Wyoming Planning Commission

ORDINANCE NO. 8-25

ORDINANCE request to amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU)”, 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (CS)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-2100 “Applicability”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-205 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-205. - Definitions "E".

Easement: A right, distinct from the ownership of the land, to cross property with facilities such as, but not limited to, driveways, roads, utility corridors, sewer lines, water lines, and transmission lines, or the right, distinct from the ownership of land, to reserve and hold an area for open space, recreation, drainage or access purposes.

Erected: Includes built, constructed, reconstructed, moved upon, and/or physical operations on the premises required for the building.

Essential services and public utility:

- 1) *Essential services:* The erection, construction, alteration, or maintenance of public utilities or municipal departments or commissions of underground, surface or overhead distribution of gas, electrical, cable TV, fuel, steam, or water transmission or distribution systems, collection, communication, supply or disposal systems, including mains, drains, sewers, pipes, conduits, wires, cables, transformers, splice boxes, police call boxes, fire alarm boxes, traffic signals, hydrants, towers, poles, and other similar equipment, and accessories in connection therewith but not including buildings or storage yards, other than such buildings as are primarily enclosures or shelters of the above essential service equipment reasonably necessary for furnishing adequate service to the City of Wyoming and immediate surrounding territory. Essential services shall not include wireless communication towers, unless located on public property and used as part of a governmental emergency communication network.
- 2) *Public utility:* Any persons, firm, corporation, municipal department, board or commission duly authorized to furnish and furnishing, under federal, state or municipal regulations, to the public, electricity, gas, steam, communications, telephone lines, transportation, water services or sewage disposal.

Event Center: A building or portion of a building no greater than 6,000 square feet with one or more rentable separate event rooms or areas which is principally used for the holding of private events or gatherings which are not open to the general public. Examples include wedding venues, reception halls, catering halls, club halls, or other similar uses, as determined by the City Planner. This definition excludes places of religious worship/gathering and convention centers.

Excavation:

- 1) *Excavating:* Excavating shall be the removal of sand, stone, gravel or fill dirt below the average grade of the surrounding land and/or road grade, whichever shall be the highest.
- 2) *Quarry excavation:* Any breaking of the ground to hollow out by cutting or digging or removing any soil or other matter to a depth greater than 12 inches from the surface.
- 3) *Soil removal:* Soil removal shall include the removal of any kind of soil or earth matter, including topsoil, sand, gravel, clay, or rock to a depth greater than 12 inches.

Section 2. That Chapter 90, Article 2, Section 90-219 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-219. - Definitions "S".

Salvage yards: An outdoor facility exceeding 200 square feet where inoperable automobiles, machinery, appliances, and other products are stored to be dismantled or processed.

Satellite television antenna or dish: A structure or an apparatus capable of receiving communications from a transmitter or a transmitter relay located in a planetary orbit.

School: An institution for the teaching of children or adults including primary and secondary schools, colleges, professional schools, dance schools, business schools, trade schools, art schools, and similar facilities.

- 1) *Private or business:* Any building or group of buildings, the use of which meets state requirements for primary, secondary, or higher education, offers instruction in the several branches of learning and study required to be taught in the public schools and which does not secure the major part of its funding from any governmental agency.
- 2) *Business, trade, technical, industrial or vocational:* A school established to provide for the teaching of industrial, aviation, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum (e.g., beauty school, modeling school).

Secondhand dealer:

- 1) Any person, including any corporation or other entity, whose business is that of dealing in buying, selling, storing or exchanging secondhand goods, articles or merchandise of any kind, including lead pipe, tools, lighting fixtures, plumbing fixtures, radios, watches, jewelry, precious stones, scrap metals, musical instruments, electrical motors, electrical appliances, firearms, automotive parts and accessories, bicycles, wearing apparel, micrometers, or any article of personal property or other valuable thing. This definition does not include:
 - a) Householders selling articles owned and possessed by themselves or executors or administrators of any such householder.
 - b) New articles, wares or merchandise from manufacturers, wholesale distributors or jobbers for retail sale to customers.
 - c) Used car dealers.
 - d) Secondhand or used tires when such tires are removed from vehicles to which such tires are attached in the presence of the person receiving them.
- 2) This definition does not apply to persons whose principal business is that of dealing in new goods, articles and merchandise and who do not buy secondhand goods, articles and merchandise outright, but occasionally accept in trade or repossess household appliances, watches, jewelry, precious stones and musical instruments.
- 3) Outdoor secondhand sales, except as otherwise permitted, are prohibited.
- 4) Temporary businesses established for the purchase or sale of secondhand merchandise are prohibited.

- 5) Nonprofit organizations selling donated goods are required to obtain special use approval.

Security and Crowd Management Plan: A written implementation program that identifies and proposes measures to maintain safety and security for large assemblies of people in buildings, such as event centers, convention centers, bars, nightclubs, and other similar uses. This plan benefits the patrons within the building while also minimizing potential negative impacts on nearby residents and businesses.

Self-storage warehouse or facility: A building or group of buildings in a controlled-access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the storage of customer's goods or wares.

Semi-trailer: A trailer, which may be enclosed or not enclosed, having wheels generally only at the rear, and supported in front by a truck tractor or towing vehicle.

Senior assisted living: A type of semi-independent housing facility for senior citizens containing congregate kitchen, dining, and living areas, but with separate sleeping rooms. Such facilities typically provide special support services, such as transportation and limited medical care.

Senior apartments and senior independent living: Multiple-family dwelling units occupied by persons 55 years of age or older. Units will include individual kitchen facilities; however, common dining and community facilities may be provided.

Service truck: A pick-up or van that is used in conjunction with a repair or maintenance business, such as a plumbing, electrical or carpentry business.

Setback line: A line marking the setback distance from the lot line which establishes the minimum required front, side, or rear yard of a lot.

Shopping center: A structure or group of structures located on the same lot or parcel which is developed in accordance with an overall plan and designed and built as an interrelated project that provides a variety of commercial uses and also provides for common off-street parking, pedestrian access and vehicular movements. Buildings constructed on out lots shall not be considered part of the shopping center unless access and parking easements are provided.

Sign: For definitions of specific sign types and terms, see article 7.

Sight distance: The length of roadway visible to the driver. Generally related to the distance or time (perception/reaction time) sufficient for the driver to execute a maneuver (turn from driveway or side street, stop or pass) without striking another vehicle or object in the roadway. Required sight distance shall be based on the standards of the City of Wyoming Engineering Department.

Site plan: A scaled drawing containing all required information and drawn in compliance with Table 90-504, illustrating existing conditions and containing the elements required as applicable to the proposed development to ensure compliance with zoning provisions.

Special use approval: A use of land not permitted by right, but which is permitted within a particular zoning district after demonstration of compliance with specific special land use standards, as determined by the planning commission.

Story:

- 1) *Full story*: That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling above it.
- 2) *Half story*: The part of a building between a pitched roof and the uppermost full story, having a floor area which does not exceed 50 percent of the floor area of the story immediately below. Tri-level shall be considered as one and one-half stories. Figure 90-219-2.

Street:

- 1) *Alley*: A dedicated public way which affords only a secondary means of access to abutting property and is not intended for general traffic circulation, parking, standing or loading.
- 2) *Collector street*: A street used to carry traffic from local streets to arterials, including principal entrance streets of large residential developments or having a planned right-of-way width of at least 80 feet.
- 3) *Cul-de-sac*: A local street of short length, having one end permanently terminated by a vehicular turnaround.
- 4) *Local street*: A street used primarily for access to abutting properties.
- 5) *Major thoroughfare*: A street designed as a regional, major or minor arterial on the Wyoming Thoroughfare Plan, as adopted by the planning commission, in accordance with Act 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq., as amended).
- 6) *Marginal access street*: A local street that is parallel and adjacent to arterials and which provides access to abutting properties and protection from through traffic.
- 7) *Private road*: A street that is owned, and maintained by the landowners served and has not been dedicated to the city, county or state as a public street.
- 8) *Public street*: A public dedicated right-of-way which affords traffic circulation and principal means of access to abutting property, including avenue, place, way, drive, line, boulevard, highway, road, and other thoroughfare, except an alley.

Structure: Anything constructed or erected, the use of which requires location above the ground or attached to something having location on the ground. A structure will include buildings (see "buildings"), fences, walls, decks, towers, pools, and other similar above ground structures.

Structural alteration: Any change in the supporting members of a building or structure, such as bearing walls or partitions, columns, beams or girders, or any change in the width or number of exits, or any substantial change in the roof.

Subdivision: The division of a tract of land into two or more lots, building sites, or other divisions for the purpose of sale or building development, in accordance with the Land Division Act and the Wyoming City Code - Subdivision Regulations, section 74-176, as amended.

Supportive housing program:

- 1) *Emergency shelter*: Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- 2) *Permanent supportive housing*: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
- 3) *Transitional housing program*: A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

Swimming pool: A permanent structure or container located either above or below grade designed to allow holding of water to a depth of greater than 24 inches, intended for swimming, bathing or relaxation. The definition of swimming pool includes spa, hot tubs and similar devices.

Section 3. That Chapter 90, Article 3, Section 90-335 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-335. – Security and Crowd Management Plan Guidelines

Event centers, nightclubs, and other similar uses shall be subject to the following regulations:

- (1) Any use that falls into either of the following categories shall submit a security and crowd management plan to the City Planner and the Department of Public Safety on an annual basis for approval:
 - a. A use that exceeds 250 people in assembly or occupant capacity, or
 - b. A use that has required responses from public safety personnel on three separate occasions within one year.
- (2) The security and crowd management plan shall include the following overall security provisions:
 - a. Building and Property Ingress and Egress Management
 - b. Crowd Control Measures
 - i. For uses with an outdoor component, the plan shall provide measures to control the sale and consumption of any alcoholic beverages on site.
 - c. Emergency Action Plans
 - d. Noise Abatement
 - i. The plan shall provide noise abatement measures so as to not negatively impact neighboring properties.
 - e. Private Security Management
 - i. Exterior security cameras shall be provided and shown on the plan.
 - ii. Privately-hired security personnel shall be licensed, bonded, and maintain a minimum ratio of 1 guard for every 100 people designated by the building's occupancy, unless otherwise specified by the Department of Public Safety.
- (3) Any substantial change to the use as determined by the City Planner shall require a resubmission of the security and crowd management plan.

Section 4. That Chapter 90, Article 4, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-408B. - Permitted uses after special approval.

The following uses may be permitted in the B-2 business district, subject to the approval of the planning commission:

- (1) All permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.
- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile gasoline and automobile service stations.
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (7) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
- (8) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory

- equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.
- (9) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.
 - (10) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
 - (11) College or university.
 - (12) Radio or television tower.
 - (13) Uses similar to the principal permitted uses of section 90-407B and not listed elsewhere in this chapter as a principal permitted use or special approval use.
 - (14) Boardinghouses. Not permitted in the downtown development authority area.
 - (15) Cocktail lounges, nightclubs, and bars.
 - (16) Adult businesses as defined in Article I, Section 14-2 of this Code. Not permitted in the downtown development authority area.
 - (17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
 - (18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
 - (19) Multiple family.
 - (20) Places of Worship.
 - (21) Community centers.
 - (22) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).
 - (23) Transitional housing for more than ten individuals.
 - (24) Permanent supportive housing for more than ten individuals.
 - (25) Emergency shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
 - (26) Event Center.

Section 5. That Chapter 90, Article 6, Table 90-600 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Table 90-600 Required Minimum Number of Parking Spaces by Use	
Use	Number of Parking Spaces
Residential Uses	
Single- and two-family dwellings	2 spaces for each dwelling unit.
Multiple-family residential dwellings	2 spaces for each dwelling unit.
Senior apartments and senior independent living	1 space for each unit, and 1 space for each employee. Should units revert to general occupancy, 2 spaces per unit shall be provided.
Manufactured home parks	2 for each manufactured home plus 1 for each employee of the manufactured home park. No motorized recreational vehicles shall be parked on individual home sites.
Dormitories or fraternities	1 space for every 2 beds, plus 2 additional spaces for owner or employees.
Bed and breakfast dwellings	2 for the owner and operator and 1 for each leasable room.
Institutional Uses	
Auditorium, meeting rooms, theaters and similar places of assembly	1 space for every 3 seats based on maximum seating capacity in the main place of assembly therein.
Elementary and middle schools	1 for each 1 teacher, employee or administrator, in addition to the requirements of the auditorium.
Nursing and convalescent homes	2 for every 3 beds or occupants and 1 space for each staff member or employee on the largest shift.
Hospitals and similar facilities for human care	1 for each 2 beds, plus 1 for each employee on the largest shift.
Places of worship	1 for every 3 seats in the main place of assembly or 1 for every 6 feet of pew.
Nursery schools and child care centers	1 for every 350 square feet of gross floor area (GFA), plus 1 per employee. Sufficient area shall be designated for drop-off of children in a safe manner that will not result in traffic disruptions.
High schools	1 for each 1 teacher, employee, or administrator, and 1 for every 10 students, in addition to the requirements of the auditorium.

Retail Uses	
Retail stores except as otherwise specified herein	1 for every 250 square feet of gross floor area (GFA).
Multi-tenant shopping centers	1 for every 250 square feet of retail gross floor area (GFA), plus the number of parking spaces required for restaurants.
Greenhouses and nurseries	1 for each 1 employee plus 1 for every 100 square feet of area devoted primarily to sales.
Animal grooming, training and boarding	1 for every 300 square feet of gross floor area (GFA).
Furniture and appliance, household equipment, showroom of a plumber, decorator, electrician, hardware, wholesale and repair shop, or other similar uses	1 for every 800 square feet of gross floor area (GFA).
Grocery store/supermarket	1 for every 200 square feet of gross floor area (GFA).
Home improvement centers	1 for every 300 square feet of gross floor area (GFA).
Motor vehicle sales establishment, including automobiles, RV's, motorcycles, snowmobiles, ATV's and boats	1 for every 400 square feet of floor space of sales room and 1 for each automobile service stall, plus 1 for each employee.
Open air businesses, except as otherwise specified herein	1 for every 500 square feet of lot area for retail sales, uses and services.
Service Uses	
Motor vehicle service stations (gas stations)	1 for each employee, plus additional parking required for other uses within an automobile service station, such as the retail floor area, restaurants or automotive repair stalls. Each automobile fueling position shall count as one-half of a required space for the spaces required for other uses within an automobile service station.
Vehicle repair establishment, major or minor	2 for each service stall, plus 1 for each employee.
Vehicle quick oil change	2 stacking spaces for each service stall, rack or pit plus 1 for each employee.
Vehicle wash: Self-service (coin operated)	4 spaces plus stacking spaces as required in <u>section 90-508</u>
Vehicle wash: Full-Service	4 spaces, plus 1 per employee, plus stacking spaces as required in <u>section 90-508</u>

Banks and other financial institutions	1 for each 200 sq. ft of gross floor area for the public, plus 3 for each walkup ATM. Drive-up windows shall be provided 4 stacking spaces for each window.
Beauty parlor or barber shop	3 parking spaces for each chair/station.
Dry cleaners	1 per 500 square feet of gross floor area
Laundromats	1 for each washer, plus 1 space for each employee.
Mortuary establishment, funeral home	1 for every 50 square feet of assembly room or parlor floor space.
Restaurants, Bars and Clubs	
Motel, hotel or other commercial lodging establishment	0.75 for each unit, plus 1 for each employee. Spaces required for ancillary uses such as lounges, restaurants or conference areas shall be determined on the basis of the individual requirements for that use.
Standard sit-down restaurants	1 for each 100 square feet of gross floor area (GFA).
Carry-out restaurant (with no or limited seating for eating on premises)	6 per service or counter station, plus 1 for each employee.
Drive-through restaurant	1.25 for every 3 persons allowed within the maximum occupancy as established by the city fire and building code, plus a minimum of 5 stacking spaces for each pickup window.-The queuing of vehicles shall not interfere with public rights-of-way or with on- or off-site circulation and parking.
Bars, lounges, nightclubs (majority of sales consist of alcoholic beverages)	1 for every 3 persons allowed within the maximum occupancy load as established by the city fire and building codes.
Private clubs, lodge halls or event centers	1 for every 3 persons allowed within the maximum occupancy load as established by the city fire and building codes.
Recreation	
Athletic clubs, exercise establishments, health studios, sauna baths, martial art schools and other similar uses	1 for each 3 persons allowed within the maximum occupancy load as established by city fire and building codes, plus 1 per employee. In those instances where memberships are provided for, not less than 1 per each 5 memberships shall be provided plus 1 per employee or 1 for each 2 clothing lockers, plus 1 per employee, whichever is the larger.
Billiard parlors	1 for each 3 persons allowed within the maximum occupancy load as established by city building and fire codes or 1 for each 300 square feet of gross floor area (GFA), whichever is greater.

Bowling alleys	5 for each bowling lane plus additional for accessory uses such as bars.
Indoor recreation establishments including gymnasiums, tennis courts and handball, roller or ice-skating rinks, exhibition halls, and dance halls	1 space for every 3 persons allowed within the maximum occupancy load as established by the city fire and building codes.
Golf courses, excepting miniature or "par-3"	6 for each 1 golf hole plus 1 for each employee plus additional for any bar or restaurant.
Miniature or "par-3" courses	3 for each 1 hole plus 1 for each employee.
Stadium, sports arenas, or similar place of outdoor assembly	1 for every 3 seats or 1 for every 6 feet of bench, plus 1 for each employee. For fields without spectator seating, there shall be a minimum of 30 spaces per field.
Offices	
Business offices, post offices or professional offices of lawyers, architects or similar professionals	1 for every 400 square feet of gross floor area (GFA), but no less than 5 parking spaces.
Medical offices of doctors, dentists, veterinarians or similar professions	1 for every 200 square feet of gross floor area (GFA).
Industrial Uses	
Industrial establishments, including manufacturing, research and testing laboratories, creameries, bottling works, printing, plumbing or electrical work-shops	1 for every 1½ employees in the largest working shift or 1 for every 2,000 square feet of gross floor area (GFA), whichever is greater. Plus spaces for office use.
Warehouses and storage buildings	1 for each employee computed on the basis of the greatest number of persons employed at any one time during the day or night, or 1 for every 1,500 square feet of useable floor area (UFA), whichever is greater. Plus spaces for office use.
Mini warehouses/self-storage	Unobstructed parking area equal to 1 for every employee, plus parking for other uses on site such as truck rental, but no less than 5 spaces.
Truck terminal	1 automobile space for each employee plus 2 truck spaces of 10 by 70 feet for each truck berth or docking space.

Section 6. That Chapter 90, Article 2, Section 90-1200 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1200. - Applicability.

The City of Wyoming Form Based Code shall apply to development within the boundaries of the Form Based Code Zoning Map. Development shall include the following:

- a) New development.
- b) Modifications to existing buildings:
 - 1) Increasing or decreasing a building footprint by 25 percent or greater in area or when the cost of the addition is greater than or equal to 50 percent of the current assessed value of the building or structure. Phased construction to avoid compliance with this standard or breaking up construction such that the thresholds are avoided shall be prohibited.
 - 2) Reducing the building façade by more than 50 percent in terms of the amount of transparency. Phased construction to avoid compliance with this standard or breaking up construction such that the 50 percent threshold is avoided shall be prohibited.
- c) Any change in land use substantially impacting parking requirements, as determined by the City Planner:
 - 1) The planning commission may, at the request of the applicant, waive the applicability of this Code upon a finding that adhering to the Code would place undue hardship on the applicant.

Section 7. That Chapter 90, Article 11, Section 90-1314 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1314. – Security and Crowd Management Plan Guidelines

Event centers, convention centers, nightclubs, and other similar uses shall be subject to the following regulations:

- (1) Any use that falls into either of the following categories shall submit a security and crowd management plan to the City Planner and the Department of Public Safety on an annual basis for approval:
 - a. A use that exceeds 250 people in assembly or occupant capacity, or
 - b. A use that has required responses from public safety personnel on three separate occasions within one year.
- (2) The security and crowd management plan shall include the following overall security provisions:
 - a. Building and Property Ingress and Egress Management
 - b. Crowd Control Measures
 - i. For uses with an outdoor component, the plan shall provide measures to control the sale and consumption of any alcoholic beverages on site.
 - c. Emergency Action Plans
 - d. Noise Abatement
 - i. The plan shall provide noise abatement measures so as to not negatively impact neighboring properties.
 - e. Private Security Management
 - i. Exterior security cameras shall be provided and shown on the plan.
 - ii. Privately-hired security personnel shall be licensed, bonded, and maintain a minimum ratio of 1 guard for every 100 people designated by the building's occupancy, unless otherwise specified by the Department of Public Safety.
- (3) Any substantial change to the use as determined by the City Planner shall require a resubmission of the security and crowd management plan.

Section 8. That Chapter 90, Article 11, Section 90-1406 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1406. - Corridor center area (CC).

The following standards apply to the corridor urban area:

1.0 Permitted building types:

Refer to division 6 for building type requirements.

- A. Mixed-use building.
- B. Zero lot line retail building.
- C. Civic building.

2.0 Permitted uses:

- A. Refer to Table 90-1406 for land uses permitted in this area for each building type that is permitted in the area that are as follows:
 - Permitted by right (P).
 - Permitted by right, on floors two and above (P\$).
 - Permitted by right and only allowed on first floor (P#).
 - Permitted by right in Burton Street Form Based Code Area only (P^B).
 - Permitted by special land use permit (S).
 - Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:

- A. Number of stories for buildings is regulated by context area.
- B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
- C. Building height for all buildings except zero lot line retail building.
 - Minimum: None.
 - Maximum, within 28th Street Corridor: 75 feet.
 - Maximum, within Burton Street Corridor: 35 feet.
 - Zero lot line retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CC area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

- A. Parking structures. Parking structure entries shall take access from a street, and not an avenue, per division 8, thoroughfare standards.
- B. Secondhand businesses.
- C. Nursery schools, day nurseries, and dependent care facilities for seven or more people.
- D. Convention Center

TABLE 90-1406 CORRIDOR CENTER AREA (CC)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	P								
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							

Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley									
Bus transfer station									P
Business office	P								
Business service establishments	P								
Car wash									
College or university									
Commercial greenhouse									
Community center									
Convalescent or nursing homes									
Convention Center	S								
Dance hall/nightclub									
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							

Dry cleaning establishment (per 90-401B (5) (c))	P								
Event Center									
Eating and drinking establishments (without drive-through service)	P	P							
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P\$								
Indoor skating rink									
Indoor theater									
Light Industrial / Maker's Spaces									
Medical office	P								
Microbrewery, small distiller	P	P							

Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	S	S							
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P							
Parking structures	S								
Photographic studio	P								
Pool hall/billiards									
Printing and publishing									
Professional office	P								
Religious or social service assembly									
Secondhand business	S	S							
Self-service laundry and dry cleaning	P ^B	P ^B							
Single-family detached dwelling									
State licensed residential facility									

Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens									
P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. P ^B = Permitted use in Burton Avenue only. S = Special Land Use. Blank cell = Use not permitted.									

Section 9. That Chapter 90, Article 11, Section 90-1407 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1407. - Corridor urban area (CU).

The following standards apply to the corridor urban area:

1.0 Permitted building types refer to division 6 for building type requirements:

- A. Mixed-use building.
- B. Zero lot line retail building.
- C. Civic building.

2.0 Permitted uses:

- A. Refer to Table 90-1407 for land uses permitted in this area for each building type that is permitted in the area that are as follows:
 - Permitted by right (P)
 - Permitted by right, on floors two and above (P\$)
 - Permitted by right and only allowed on first floor (P#)
 - Permitted by Special Land Use Permit (S)
 - Uses indicated with a blank cell are not permitted in this Area.

3.0 Building height by context area:

- A. Number of stories for buildings is regulated by context area.
- B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
- C. Building height for all buildings except zero lot line retail building.
 - Minimum: 25 feet.
 - Maximum: 90 feet.
 - Zero lot line retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CU Area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

- A. Any use in retail sales of 20,000 square feet or more.
- B. Bowling alley.
- C. Dance hall/nightclub.
- D. Indoor skating rink.
- E. Indoor theater.
- F. Poolhall/billiards.
- G. Secondhand businesses.
- H. Event Center.
- I. Religious or social service assembly
- J. Convention Center

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P							P
Any use in retail sales of 20,000 square feet or more	S	S							
Apparel shop	P	P							
Art, including art work, art supplies and framing materials	P	P							
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P							

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Bank and financial institution	P								
Barbershop	P								
Beauty shop	P								
Bowling alley	S	S							
Bus transfer station	P								P
Business office	P								
Business service establishments	P								
Car wash									
College or university									P
Commercial greenhouse	P	P							
Community center	P								
Convalescent or nursing homes									
Convention Center	S								
Dance hall/nightclub	S	S							
Delicatessen	P	P							
Drive-through establishments									
Drugstore	P	P							
Dry cleaning establishment (per 90-401B (5) (c))	P								
Eating and drinking establishments (without drive-through service)	P	P							

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Event Center	S								
Flower shop	P	P							
Funeral homes or mortuaries									
General merchandise store	P	P							
Grocery	P	P							
Hardware store, paint and wallpaper	P	P							
Health and fitness	P								
Hotel	P\$								
Indoor skating rink	S	S							
Indoor theater	S	S							
Light Industrial / Maker's Spaces									
Medical office	P								
Microbrewery, small distiller	P	P							
Multiple family dwellings	P\$								
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$								
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor	P	P							

TABLE 90-1407 CORRIDOR URBAN AREA (CU)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
eating and drinking establishment									
Parking structures									
Photographic studio	P								
Pool hall/billiards	S								
Printing and publishing	P								
Professional office	P								
Religious or social service assembly									S
Secondhand business	S	S							
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P								
P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.									

Section 10. That Chapter 90, Article 11, Section 90-1408 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1408. - Corridor general area (CG).

The following standards apply to the corridor general area:

1.0 Permitted building types refer to division 6 for building type requirements:

- A. Mixed-use building.
- B. Zero lot line retail building.
- C. Retail building.
- D. Live/work building.
- E. Apartment.
- F. Civic building.

2.0 Permitted uses:

A. Refer to Table 90-1408 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

- Permitted by right (P).
- Permitted by right in Division Avenue Form Based Code Area only (P^D).
- Permitted by right, on floors two and above (P\$).
- Permitted by right and only allowed no first floor (P#).
- Permitted by special land use permit (S).
- Permitted by special land use permit in Division Avenue Form Based Code Area only (S^D).
- Uses indicated with a blank cell are not permitted in this area.

3.0 building height by context area:

- A. Number of stories for buildings is regulated by context area.
- B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
- C. Building height for all buildings except zero lot line retail building.
 - Minimum: 25 feet.
 - Maximum, within 28th Street Corridor: 90 feet.
 - Maximum, within Division Avenue and Burton Street Corridor: 45 feet.
 - Exception: 75 feet, with special use approval.*
 - Zero lot line retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CG area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

- A. Car wash, permitted only in the Division Avenue Corridor.
- B. Commercial greenhouse, permitted only in the Division Avenue Corridor.
- C. Dance hall/nightclub.
- D. Drive-through establishments. Drive through entries shall take access from secondary frontages. Permitted only in the Division Avenue Corridor.
- E. Open air business.
- F. Secondhand businesses.
- G. Special land use for five-story buildings within the Division Avenue corridor follow section 90-508.
- H. Event Center.
- I. Religious or social service assembly.
- J. Automobile gasoline/convenience store. Permitted only in the Division Avenue Corridor.
- K. Convention Center

TABLE 90-1408 CORRIDOR GENERAL AREA (CG)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses	P	P	P	P	P				P
Any use in retail sales of 20,000 square feet or more	P	P	P						
Apparel shop	P	P	P	P					
Art, including art work, art supplies and framing materials	P	P	P	P					
Automobile gasoline/convenience store			S ^D						
Automobile repair and service entirely within an									

enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods	P	P	P	P					
Bank and financial institution	P								
Barbershop	P			P	P#				
Beauty shop	P			P	P#				
Bowling alley									
Bus transfer station	P								P
Business office	P	P ^D	P ^D	P	P#				
Business service establishments	P	P ^D	P ^D	P	P#				
Car wash			S ^D						
College or university									P
Commercial greenhouse	S ^D		S ^D						
Community center	P								

Convalescent or nursing homes									
Convention Center	S								
Dance hall/nightclub	S	S	S						
Delicatessen	P	P	P	P					
Drive-through establishments	S ^D	S ^D	S ^D						
Drugstore	P	P	P	P					
Dry cleaning establishment (per 90-401B (5) (c))		P	P						
Eating and drinking establishments (without drive-through service)	P	P	P		P#				
Event Center	S	S	S						
Flower shop	P	P	P	P					
Funeral homes or mortuaries									
General merchandise store	P	P	P	P					
Grocery	P	P	P	P	P#				
Hardware store, paint and wallpaper	P	P	P	P					
Health and fitness	P				P#				

Hotel	P\$								
Indoor skating rink									
Indoor theater	P	P	P						
Light Industrial / Maker's Spaces									
Medical office	P	P ^D	P ^D	P	P#				
Microbrewery, small distiller	P	P	P						
Multiple family dwellings	P\$			P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people	P\$			P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment	P	P	P						
Parking structures									
Photographic studio	P	P	P	P					
Pool hall/billiards									
Printing and publishing	P			P					

Professional office	P	P ^D	P ^D	P	P#				
Religious or social service assembly									S
Secondhand business	S	S	S						
Self-service laundry and dry cleaning	P								
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses									
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens	P#		P						
P = Permitted use. P ^D = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. S ^D = Permitted in Division Avenue Form Based Code Area only. Blank cell = Use not permitted.									

Section 11. That Chapter 90, Article 11, Section 90-1409 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1409. - Corridor sub-urban area (CS).

The following standards apply to the corridor sub-urban area:

1.0 Permitted building types refer to division 6 for building type requirements.

- A. Retail building.
- B. Live/work building.
- C. Apartment.
- D. Rowhouse.
- E. Civic building.

2.0 Permitted uses:

A. Refer to Table 90-1409 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

- Permitted by right (P).
- Permitted by right, on floors two and above (P\$).
- Permitted by right and only allowed on first floor (P#).
- Permitted by special land use permit (S).
- Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:

- A. Number of stories for buildings is regulated by context area.
- B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
- C. Building height for all buildings:
 - Minimum: 25 feet.
 - Maximum: 60 feet.
 - Retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CS area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

- A. Bowling alley.
- B. College or university.
- C. Commercial greenhouse.
- D. Community center.
- E. Dance hall/nightclub.
- F. Drive-through establishments. Drive through entries shall take access from interior rights-of-way.
- G. Indoor skating rink.
- H. Indoor theater.
- I. Parking structures. Parking structure entries shall take access from a street, and not an avenue, per division 8, thoroughfare standards.
- J. Pool hall/billiards.
- K. Secondhand businesses.
- L. Event Center.
- M. Religious or social service assembly.
- N. Convention Center.

TABLE 90-1409 CORRIDOR SUB-URBAN AREA (CS)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			S						
Bus transfer station			P						P
Business office				P					
Business service establishments				P					
Car wash									

College or university			S						S
Commercial greenhouse			S						
Community center			S						
Convalescent or nursing homes									
Convention Center					S				
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					
Event Center			S						
Flower shop			P	P					
Funeral homes or mortuaries									
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			S						
Indoor theater			S						
Light Industrial / Maker's Spaces									

Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			S						
Printing and publishing				P					
Professional office			P	P					
Religious or social service assembly									S
Secondhand business			S						
Self-service laundry and dry cleaning									
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P			
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P	P					

P = Permitted use. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use.
Blank cell = Use not permitted.

Section 12. That Chapter 90, Article 11, Section 90-1410 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1410. - Corridor edge area (CE).

The following standards apply to the corridor edge area:

1.0 Permitted building types refer to division 6 for building type requirements:

- A. Retail building.
- B. Live/work building.
- C. Apartment.
- D. Rowhouse.
- E. Two-family house.
- F. Civic building.

2.0 Permitted uses:

A. Refer to Table 90-1410 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

- Permitted by right (P).
- Permitted by right in Division Avenue Form Based Code Area only (P^D).
- Permitted by right, on floors two and above (P\$).
- Permitted by right and only allowed on first floor (P#).
- Permitted by special land use permit (S).
- Permitted by special land use permit in Division Avenue Form Based Code Area only (S^D).
- Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:

- A. Number of stories for buildings is regulated by context area.
- B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
- C. Building height for all buildings:
 - Minimum: No minimum.
 - Maximum: 45 feet.
 - Retail building: One story building required.

4.0 Special land uses:

The following are specific standards for special land uses in the CE area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

- A. Automobile sales. Permitted on Division Avenue Corridor only.
- B. Car wash. Permitted on Division Avenue Corridor only.
- C. College or university.
- D. Dance hall/nightclub.
- E. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- F. Funeral homes or mortuaries.
- G. Open air business.
- H. Parking structures. Parking structure entries shall take access from a street, and not an avenue, per division 8, thoroughfare standards.
- I. Pool hall/billiards.
- J. Secondhand businesses.
- K. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.
- L. Light industrial/maker's spaces. Single tenant buildings shall not exceed 10,000 square feet. Multi-tenant buildings shall not exceed 30,000 square feet. Permitted on Division Avenue only.
- M. Event Center.
- N. Automobile gasoline/convenience store. Permitted only in the Division Avenue Corridor.
- O. Convention Center

TABLE 90-1410 CORRIDOR EDGE AREA (CE)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more			P						
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store			S ^D						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes,			P ^D						

automobile gasoline and automobile service stations									
Automobile sales			S ^D						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P ^D						
Baked goods			P	P					
Bank and financial institution			P						
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			P						
Bus transfer station			P						P
Business office			P ^D	P					
Business service establishments			P ^D	P					
Car wash			S ^D						
College or university			S						S
Commercial greenhouse			P						
Community center			P						
Convalescent or nursing homes					P				

Convention Center					S				
Dance hall/nightclub			S						
Delicatessen			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per <u>90-401B</u> (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P	P					
Event Center			S						
Flower shop			P	P					
Funeral homes or mortuaries			S						
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			P						

Indoor theater			P						
Light Industrial / Maker's Spaces			S ^D	S ^D					
Medical office			P	P					
Microbrewery, small distiller			P						
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			S						
Printing and publishing				P					
Professional office			P	P					

Religious or social service assembly									P
Secondhand business			S						
Self-service laundry and dry cleaning									
Self storage facilities			S ^D						
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P						
P = Permitted use. P ^D = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. S ^D = Permitted in Division Avenue Form Based Code Area only. Blank cell = Use not permitted.									

Section 13. That Chapter 90, Article 11, Section 90-1411 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1411. - Corridor neighborhood area (CN).

The following standards apply to the corridor neighborhood area:

1.0 Permitted building types refer to division 6 for building type requirements:

- A. Rowhouse
- B. Two-family house.
- C. Single-family house.
- D. Civic building.

2.0 Permitted uses:

- A. Refer to Table 90-1411 for land uses permitted in this area for each building type that is permitted in the area that are as follows:

- Permitted by right (P).
- Permitted by right, on floors two and above (P\$).
- Permitted by right and only allowed on first floor (P#).
- Permitted by special land use permit (S).
- Uses indicated with a blank cell are not permitted in this area.

3.0 Building height by context area:

- A. Number of stories for buildings is regulated by context area.
- B. Each building type has requirements for the height (in feet) of building stories. Refer to division 6 for building type standards.
- C. Building height for all buildings:
 - Minimum: No minimum.
 - Maximum: 35 feet.

4.0 Special land uses:

The following are specific standards for special land uses in the CN area. See division 2 for special land use general review and approval procedures and section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for special land uses.

- A. Community center.
- B. Nursery schools, day nurseries, and dependent care facilities for seven or more people.

TABLE 90-1411 CORRIDOR NEIGHBORHOOD AREA (CN)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building

Accessory uses						P	P	P	P
Any use in retail sales of 20,000 square feet or more									
Apparel shop									
Art, including art work, art supplies and framing materials									
Automobile gasoline/convenience store									
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations									
Automobile sales									
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms									
Baked goods									
Bank and financial institution									
Barbershop									
Beauty shop									
Bowling alley									

Bus transfer station									
Business office									
Business service establishments									
Car wash									
College or university									
Commercial greenhouse									
Community center									S
Convalescent or nursing homes									
Convention Center									
Dance hall/nightclub									
Delicatessen									
Drive-through establishments									
Drugstore									
Dry cleaning establishment (per 90-401B (5) (c))									
Eating and drinking establishments (without drive-through service)									
Event Center									

Flower shop									
Funeral homes or mortuaries									
General merchandise store									
Grocery									
Hardware store, paint and wallpaper									
Health and fitness									
Hotel									
Indoor skating rink									
Indoor theater									
Light Industrial / Maker's Spaces									
Medical office									
Microbrewery, small distiller									
Multiple family dwellings									
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people									S

Open air business									
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment									
Parking structures									
Photographic studio									
Pool hall/billiards									
Printing and publishing									
Professional office									
Religious or social service assembly									P
Secondhand business									
Self-service laundry and dry cleaning									
Single-family detached dwelling								P	
State licensed residential facility								P	
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for									

exercise yards or pens									
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Section 14. That Chapter 90, Article 11, Section 90-2100 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2100. - Applicability.

The following terms are defined for the purpose of the City of Wyoming Form Based Code. In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code. In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

DEFINITIONS "A"

Active use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to "rear alley."

Apartment building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in division 3, encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-grade entry: An entry door that has a zero-step entrance.

At-grade frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by context area or building type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into an awning.

DEFINITIONS "B"

Balcony: An open outdoor portion of an upper floor.

Balcony private frontage: The balcony is a frontage type placed along the principal frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one-half of its height below grade.

Bay or bay window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

Building façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building footprint: The shape and placement of the ground floor of a structure on the parcel.

Building footprint, condominium site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building height: Refer to "height, building."

Building to line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build to zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building type: Building types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building types are regulated in division 6 and are allowable within various context areas.

Building composition: The essential architectural characteristics that define a specific building type.

DEFINITIONS "C"

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into a canopy.

Civic building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear glass: Refer to "glass, clear."

Context area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including building type, public realm standards, and thoroughfare type into the regulation.

Convention Center: a building for public assembly that is attached to, or in the same building as, a hotel. Examples include auditoriums, conference facilities, exhibition halls, lecture halls, performing arts venues, and other similar uses, as determined by the City Planner.

Cornice expression line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

DEFINITIONS "D"

Dedicated transit stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Departure: A minor, major, or public infrastructure modification to selected Form Based Code requirements, refer to division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Drive-through zone: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the drive-through private frontage.

DEFINITIONS "E"

Eave: The projecting overhang along the sloped edge of a pitched roof.

Event Center: A building or portion of a building no greater than 6,000 square feet with one or more rentable separate event rooms or areas which is principally used for the holding of private events or gatherings which are not open to the general public. Examples include wedding venues, reception halls, catering halls, club halls, or other similar uses, as determined by the City Planner. This definition excludes places of religious worship/gathering and convention centers.

DEFINITIONS "F"

Façade: Refer to "building façade."

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form based code area: The area on the City of Wyoming Zoning Map (located in chapter 90 of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a principal frontage line or a secondary frontage line.

Frontage line, principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

DEFINITIONS "G"

Glass, clear: Glass having a Visual Light Transmittance (VLT) of 70 percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Good neighbor plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A good neighbor plan must include:

- (1) Documentation of communications with neighboring businesses and residents;
- (2) Policies for addressing neighborhood concerns;
- (3) List of rights and responsibilities for residents, when applicable;
- (4) Policy for loitering;
- (5) Policy for litter;
- (6) Policy for crime prevention and awareness;
- (7) Policy for landscape maintenance, when applicable;
- (8) Description of supportive services;
- (9) Description of services provided for children, when applicable, when applicable; and
- (10) List of partners providing supportive services, when applicable.

Greenbelt: A 25-foot deep landscaped area that is required at frontages along 28th Street. Refer to division 3.

Ground cover: Grass, vegetative cover, or other living landscape.

Ground sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

DEFINITIONS "H"

Height, building: The number of stories allowed by either the building type and/or the context area, with actual measurement of individual stories determined according to specific building types in division 6.

Horizontal expression band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with sign band.

DEFINITIONS "I"

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

DEFINITIONS "J"

No definitions for this section.

DEFINITIONS "K"

No definitions for this section.

DEFINITIONS "L"

Lightwell: A component of the lightwell private frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to terrace definition.

Lightwell private frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live/work building type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot coverage: The percentage of the lot that is taken up by buildings.

DEFINITIONS "M"

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Medical office: A facility or agency or a part of a facility or agency that is licensed or authorized under parts 201 to 217 of the public health code, 1978 PA 368, MCL 333.20101 to 333.21799e.

Mixed use building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

DEFINITIONS "N"

New development: Development occurring on a vacant parcel of land.

Nonconforming sign:

- (1) A sign that is prohibited under the terms of this article, but was erected lawfully and was in use on the date of enactment of this article, or amendment thereto; or
- (2) A sign that does not conform to the requirements of this article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of-way line or directly adjacent to a public right-of-way.

DEFINITIONS "O"

Optional: A feature or element that is not required, but may be provided on the project at the applicant's discretion.

Outdoor seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

DEFINITIONS "P"

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian travel zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch private frontage: The porch is a frontage type placed along the

Principal frontage line(s) within a build-to-zone: porches are open-air structures that are attached to the principal building, forming a covered entrance. porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal entrance: The main entry to a building, located along the

Principal frontage line.

Principal frontage: Refer to "frontage, principal."

Private frontage type: The privately owned area between the frontage line and the building façade. Private frontage types are applied to building types to ensure that the building adequately engages the street frontage and public realm. Private frontages are regulated in division 6 and are assigned to building types in division 7.

Projecting sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a 90 degree angle.

Public infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public realm: The area between the façade of a building and the corresponding façade of the building across the street.

DEFINITIONS "Q"

No definitions for this section.

DEFINITIONS "R"

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project. Synonymous with mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way line: A line that forms the boundary of the right-of-way.

Rowhouse building type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

DEFINITIONS "S"

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront private frontage: The shopfront is a frontage type placed along the principal frontage line in a build-to-zone. It is typically associated with retail uses at the first story in context areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary frontage: Refer to "frontage, secondary."

Security and Crowd Management Plan: A written implementation program that identifies and proposes measures to maintain safety and security for large assemblies of people in buildings, such as event centers, convention centers, bars, nightclubs, and other similar uses. This plan benefits the patrons within the building while also minimizing potential negative impacts on nearby residents and businesses.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with sandwich board sign.

Sign band: An architectural element on buildings that acts as a horizontal upper termination for the storefront private frontage. Sign bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with horizontal expression band.

Sign band sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-family house building type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel. Synonymous with site placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop private frontage: The stoop is a frontage type typically placed along the principal frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront private frontage: The storefront is a frontage type placed along the principal (and sometimes secondary) frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

Supportive housing program:

- (1) Emergency shelter: Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- (2) Permanent supportive housing: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
- (3) Transitional housing program: A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

DEFINITIONS "T"

Terrace: A component of the lightwell and shopfront private frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor. Terraces may be covered with a roof or uncovered. On lightwell private frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to lightwell definition.

Thoroughfare type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. Refer to "glass, clear."

Two-family house building type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

DEFINITIONS "U"

Utility easement: A private easement given to a public utility as per Michigan's Land Division Act.

DEFINITIONS "V"

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

DEFINITIONS "W"

Wall sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

DEFINITIONS "X"

No definitions for this section.

DEFINITIONS "Y"

Yard: The space on a lot which is unoccupied by buildings and unobstructed from the ground to the sky.

DEFINITIONS "Z"

Zero lot line retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement is required to have no setback at the principal frontage line.

Section 15. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 16. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. _-25

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

May 28, 2025

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-205 "Definitions E", 90-219 "Definitions S", 90-335 "Assembly Use Security Plan Guidelines", 90-408B "Permitted Uses After Special Approval", Table 90-600 "Required Minimum Number of Parking Spaces by Use", 90-1200 "Applicability", 90-1314 "Security and Crowd Management Plan Guidelines", 90-1406 "Corridor Center Area (CC)", 90-1407 "Corridor Urban Area (CU)", 90-1408 "Corridor General Area (CG)", 90-1409 "Corridor Suburban Area (CS)", 90-1410 "Corridor Edge Area (CE)", 90-1411 "Corridor Neighborhood Area (CN)", 90-2100 "Applicability"

Recommendation: To approve the text amendments.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 20, 2025. At the meeting, staff recommended approval of the proposed text amendments and a motion was made by Gilreath-Watts, supported by Zapata, to recommend that City Council approve the proposed text amendments. The motion to approve this request passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

These proposed amendments are focused on the clarification of Event Center and Convention Center uses, as well as providing new guidance for existing Banquet Halls, Nightclubs, Event Centers, and other similar uses. This includes the addition of new uses to both the Euclidian and Form Based Codes, definitions for these uses, and updates to other elements of the code that help provide context for, provide links for, or would otherwise impact, the new uses and definitions. The proposed changes focus on two primary issues: terminology for these event spaces and guidelines for approvals for these uses.

The terminology change replaces the recently added "Assembly Hall" with "Event Center" in tandem with a clearer definition of "Event Center." Previously, the Planning Commission and City Council approved a text amendment regarding the separation of "Places of Worship" and "Assembly Halls," creating a distinct difference between religious and secular assembly uses. However, since this change, it has been noted that the broad use of the term "Assembly Hall" has caused some confusion amongst developers. In an effort to make the intent of the original change clearer, staff recommends altering the verbiage and adding a new definition.

The guideline changes add guidelines for security and crowd management at new

developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts.

No members of the public offered comment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 2

DATE DISTRIBUTED: May 13, 2025

PLANNING COMMISSION DATE: May 20, 2025

ACTION REQUESTED: Request to amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU)”, 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (CS)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-2100 “Applicability”

REQUESTED BY: Wyoming Planning Staff

REPORT PREPARED BY: Joe Blair, Planner II

GENERAL BACKGROUND:

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. This can come from citizen petitions, direction from City Council, commentary from Planning Commission, requests for interpretation, or through difficulties identified within development. The Planning Staff will then recommend to Planning Commission the clerical or substantive changes. Both types of changes must then be approved by the Planning Commission and adopted by the City Council of Wyoming as an ordinance amendment.

These proposed amendments are focused on the clarification of Event Center and Convention Center uses, as well as providing new guidance for existing Banquet Halls, Nightclubs, Event Centers, and other similar uses. This includes the addition of new uses to both the Euclidian and Form Based Codes, definitions for these uses, and updates to other elements of the code that help provide context for, provide links for, or would otherwise impact, the new uses and definitions.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Additional Definitions for Clarity. (Sections 90-205, 90-219, 90-2100)

These changes create definitions for additional uses and guidelines that are also being added (i.e. 90-335, 90-1314). Definitions of “Event Center” and “Security and Crowd Management Plan” are being added to the Euclidian Code as well as the Form Based Code, and a definition for “Convention Center” is being added to the Form Based Code only.

Guidelines for Event Centers, Convention Centers, Nightclubs, and the like. (Sections 90-335 & 90-1314)

This change adds guidelines for security and crowd management at new developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts. In addition, by providing a list of the uses most likely to cause these concerns, it will help developers and City Staff to communicate more clearly about the expectations for large events. The ordinance also identifies the City Planner as the person who has discretion in requiring this from any similar use not specifically listed, while providing the opportunity for Public Safety to also weigh in on the extent of the requirements around security personnel. For this amendment, there are two sections to be added: a General Requirement within the Euclidian Code and a General Requirement within the Form Based Code.

Updating Parking Requirement Language. (Section 90-600 Table)

This change updates the parking requirements in 90-600 to reflect new terminology that is being added and has been added in recent updates. This includes the removal of the term “Assembly Hall”, changing “Banquet Hall” to “Event Center”, changing “Tavern” to “Bar” and adding the term “Dancehall” to an existing list to clarify parking requirements.

Assembly Hall to Event Center Update. (Sections 90-408B, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411)

This change replaces the recently added term “Assembly Hall” with “Event Center” in tandem with a clearer definition of “Event Center.” Previously, the Planning Commission and City Council approved a text amendment regarding the separation of “Places of Worship” and “Assembly Halls,” creating a distinct difference between religious and secular assembly uses. However, since this change, it has been noted that the broad use of the term “Assembly Hall” has caused some confusion amongst residents and developers. In an effort to make the intent of the original change clearer, staff recommends altering the verbiage and adding a new definition. These changes apply to the B-2 business district as well as the various Form Based Code.

Updated Development Requirements for the Form Based Code. (Sections 90-1200)

This change clarifies that it is the City Planner who determines what constitutes a “substantial impact to parking requirement.” This removes uncertainty for developers as they propose new plans within the Form Based Code.

PROPOSED ORDINANCE AMENDMENT:

Staff recommends the following attached ordinances. The proposed text amendments have been highlighted in **green ink**.

PLANNING COMMISSION ACTION:

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU)”, 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (CS)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-2100 “Applicability” and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community & Economic Development

414A, 90-420A, 90-426A 90-435A, 90-440A, 90-2012 and recommend the same to City Council.

Micele opened the Public Hearing at 7:05PM. There was no public comment, and the hearing was closed.

A motion was made by Hall, supported by Randall to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU)”, 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (CS)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-2100 “Applicability”

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Additional Definitions for Clarity. (Sections 90-205, 90-219, 90-2100)

These changes create definitions for additional uses and guidelines that are also being added (i.e. 90-335, 90-1314). Definitions of “Event Center” and “Security and Crowd Management Plan” are being added to the Euclidian Code as well as the Form Based Code, and a definition for “Convention Center” is being added to the Form Based Code only.

Guidelines for Event Centers, Convention Centers, Nightclubs, and the like. (Sections 90-335 & 90-1314)

This change adds guidelines for security and crowd management at new developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts. In addition, by providing a list of the uses most likely to cause these concerns, it will

help developers and City Staff to communicate more clearly about the expectations for large events. The ordinance also identifies the City Planner as the person who has discretion in requiring this from any similar use not specifically listed, while providing the opportunity for Public Safety to also weigh in on the extent of the requirements around security personnel. For this amendment, there are two sections to be added: a General Requirement within the Euclidian Code and a General Requirement within the Form Based Code.

Updating Parking Requirement Language. (Section 90-600 Table)

This change updates the parking requirements in 90-600 to reflect new terminology that is being added and has been added in recent updates. This includes the removal of the term “Assembly Hall”, changing “Banquet Hall” to “Event Center”, changing “Tavern” to “Bar” and adding the term “Dancehall” to an existing list to clarify parking requirements.

Assembly Hall to Event Center Update. (Sections 90-408B, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411)

This change replaces the recently added term “Assembly Hall” with “Event Center” in tandem with a clearer definition of “Event Center.” Previously, the Planning Commission and City Council approved a text amendment regarding the separation of “Places of Worship” and “Assembly Halls,” creating a distinct difference between religious and secular assembly uses. However, since this change, it has been noted that the broad use of the term “Assembly Hall” has caused some confusion amongst residents and developers. In an effort to make the intent of the original change clearer, staff recommends altering the verbiage and adding a new definition. These changes apply to the B-2 business district as well as the various Form Based Code.

Updated Development Requirements for the Form Based Code. (Sections 90-1200)

This change clarifies that it is the City Planner who determines what constitutes a “substantial impact to parking requirement.” This removes uncertainty for developers as they propose new plans within the Form Based Code.

Blair said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-205, 90-219, 90-335, 90-408B, 90-600, 90-1200, 90-1314, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411, and 90-2100 and recommend the same to City Council.

Micele opened the public hearing at 7:13PM. There was no public comment, and the hearing was closed.

A motion was made by Gilreath-Watts, supported by Zapata to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

ORDINANCE NO. 9-25

ORDINANCE request to amend Zoning Code Sections 90-308 "Designation of front on corner and double frontage lot", 90-309 "One single-family dwelling per lot", 90-312 "Fences, walls and other protective barriers", 90-328 "Landscaping", 90-404A "Specific requirements", 90-409A "Specific requirements", 90-414A "Specific requirements", 90-420A "Specific requirements", 90-426A "Specific requirements", 90-435A "Specific requirements", 90-440A "Specific requirements", 90-2012 "Projecting signs"

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 3, Section 90-308 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-308. - Designation of front on corner and double frontage lot.

In the case of corner or double frontage lots, the City Planner or their designee shall designate which street is to be the front of the lot.

Section 2. That Chapter 90, Article 3, Section 90-309 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-309. - One single-family dwelling per lot.

No single-family residential dwelling shall be erected or placed on a lot with another single-family residential dwelling, except that up to three model homes are allowed in proposed plats as per the subdivision regulations, section 74-61.

Section 3. That Chapter 90, Article 3, Section 90-312 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-312. - Fences, walls, and other protective barriers.

All fences, walls and other protective barriers, referred to in this section as "fences," shall conform to the following regulations:

- (1) The erection, construction or alteration of any fence shall be approved by the building inspector for compliance with the provisions of this chapter. The finished side of a fence shall face outward toward abutting lots and rights-of-way.
- (2) No fence shall hereafter be erected in any required yard space in excess of six feet in height above the grade of the surrounding land.
- (3) No fence located in the front yard, or within the first ten feet of the secondary front yard in residential districts, shall exceed 36 inches in height above the ground level.
- (4) All fences shall be of an ornamental nature. Spikes, nails or any sharp instruments of any kind are prohibited on top of or on the sides of any fence, except that barbed wire is allowed on the top of fences in industrial zones.

Section 4. That Chapter 90, Article 3, Section 90-328 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-328. - Landscaping.

In order to provide a more aesthetic appearance, a measure of shading, increased oxygen generation, and reduced air pollution, wherever site plan approval is required in this chapter part of that approval shall include a landscaping plan unless waived by the city planner under the provisions of section 90-504 of this zoning code. The applicable landscaping plan requirements are detailed in table 90-504(e) of this zoning code. The following standards shall apply for all required landscaping:

- (1) *Front yards and secondary front yards.* At least one shade tree of a minimum two and one-half-inch caliper or one evergreen tree at least six feet in height, or a combination thereof, shall be planted for each 50 feet of street frontage or fraction thereof. Said trees may be grouped or spaced. In addition, at least ten percent of the required greenbelt area must contain trees, shrubbery, flower beds, berms, groundcover, landscape mulch, woodchips, stone and/or other types of landscape materials. However, credit may be obtained for existing, healthy trees and plant material where consistent with the intent of this section. Shrubby must be planted at least three feet from all sidewalks, drives and parking lots, so as to not infringe upon same.
- (2) *Large parking lots.* For every 50 parking spaces, or fraction thereof, there shall be provided an interior landscape area at least ten feet in width and 20 feet in length. Said landscape area shall contain at least one shade tree, at least two and one-half-inch caliper. Other landscaping treatment shall be included in the landscape area, as described in (1) above. Shrubby must be planted at least three feet from all sidewalks, drives and parking spaces, so as to not infringe upon same.
- (3) *Maintenance.*
 - (a) In-ground automatic irrigation shall be installed and utilized within the required front yard and secondary front yards for all commercial and office zoned districts. Irrigation shall be installed along the entire street frontage either with new developments or with building additions adjacent to the street frontage that exceeds 50 percent of the existing building width.
 - (b) All landscaping shall be maintained in a healthy, neat and orderly state, free from refuse and debris.
 - (c) Plants shall be controlled by pruning, trimming, or other suitable methods so that they do not restrict pedestrian or vehicular access, or constitute a traffic hazard.
 - (d) Any dead or diseased plants that were required by site plan approval shall be removed and replaced within one year from the time that the plant dies.
 - (e) Trees shown on the site plan shall not be removed, except to replace dead or diseased trees, unless approved as a site plan amendment. Any tree that is removed must be replaced in accordance with the approved site plan.
 - (f) Existing trees marked on the site plan to be preserved that are damaged or lost shall be replaced by at least two trees of similar or better species of at least two and one-half-inch caliper if deciduous, or six feet in height if evergreen.
 - (g) Trees that shall be retained on a lot or development site shall be located within an area referred to as a tree protection zone, which shall include the area occupied by the critical root zone. The area below the drip line of an existing tree to be saved should remain undisturbed. The drip line is an imaginary vertical line that extends downward from the outermost tips of the tree branches to the ground. The owner/developer shall take all necessary steps to avoid damage or destruction to existing trees to be preserved as shown on the site plan. Tree protection fencing, notes and details shall be shown on the landscape plan.

Section 5. That Chapter 90, Article 4, Section 90-404A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-404A. - Specific requirements.

- (1) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
- (2) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (3) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (4) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (5) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (6) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-328.
- (7) Attached garages and basements are required for all single-family dwellings in the R-1 district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 6. That Chapter 90, Article 4, Section 90-409A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-409A. - Specific requirements.

- (1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (2) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (5) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-328.
- (6) Attached garages and basements are required for all single-family dwellings in the R-2 Residential

District with the following exceptions, as determined by the chief building official:

- (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.
- (7) In R-2 Residential Districts, for subdivisions platted prior to the date of this chapter and having constructed dwelling units thereto, the minimum floor area per dwelling unit shall be 864 square feet.
 - (8) Minimum habitable floor area per dwelling unit shall be 1,040 square feet in the R-2 Residential District zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
 - (9) In R-2 Residential District located east of the U.S. 131 Freeway, for single-family subdivisions platted after the effective date of this footnote (September 3, 1991), the minimum lot size shall be 7,400 square feet; the minimum lot width, 60 feet; the minimum one-story ground floor area, 960 square feet; and the minimum habitable floor area, 960 square feet.

Section 7. That Chapter 90, Article 4, Section 90-414A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-414A. - Specific requirements.

- (1) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
- (2) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (3) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
- (4) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
- (5) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-328.
- (6) Attached garages and basements are required for all single-family dwellings in the R-3 district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.
- (7) For R-3 districts incorporating subdivisions platted prior to the date of this chapter, the minimum standards for duplexes are as follows: Lot width, 70 feet; lot area, 8,400 square feet; and building floor area of 720 square feet per dwelling unit.
- (8) Minimum habitable floor area per dwelling unit shall be 900 square feet in the R-3 residential district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms.
- (9) In R-3 district located east of the U.S. 131 Freeway, for single-family subdivisions platted after the effective date of this footnote (September 3, 1991), the minimum lot size shall be 7,400 square feet; the minimum lot width, 60 feet; the minimum one-story ground floor area, 960 square feet; and the minimum habitable floor area, 960 square feet.

Section 8. That Chapter 90, Article 4, Section 90-420A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-420A. - Specific requirements.

(1) Minimum land area for each dwelling unit in the R-4 Residential District shall be:

	Land Area in Square Feet	
Dwelling Unit Size	No Second Floor Hallway for Common Use	With Second Floor Hallway for Common Use
Efficiency or one-bedroom unit	3,800	2,600
Two-bedroom unit	4,200	3,000
Three-bedroom unit	4,600	3,400
Four-or more bedroom units	5,000	4,000

- (2) In the R-4 Residential District for every lot on which a multiple, row or terrace dwelling is erected, there shall be a yard space on each side of the lot. This yard space shall be increased beyond the yard spaces indicated by two feet for each ten feet or part thereof, by which the length or width of the multiple, row or terrace dwelling exceeds 40 feet in overall dimension, along with the adjoining side lot line. Where two or more multiple, row or terrace dwellings are erected upon the same lot, there shall be a minimum of 20 feet in width between structures. This yard width shall be increased by two feet for each ten feet or part thereof, by which each multiple, row or terrace dwelling structure, having common yards, exceeds 40 feet in length on that side of the dwelling structure facing the common yard, or this yard space shall be increased by two feet for each five feet or part thereof, by which each permitted multiple dwelling structure, having common yards, exceeds 40 feet in height on that side of the dwelling structure facing the common yard, whichever is greater.
- (3) In the R-4 Residential District parking shall not be permitted in the 25 feet of the front yard depth closest to the abutting street.
- (4) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (5) In the R-4 Residential District and for uses other than one- and two-family there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-328.

Section 9. That Chapter 90, Article 4, Section 90-426A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-426A. - Specific requirements.

- (1) Minimum land area required for each dwelling unit in the R-5 residential district shall be the same as required in the R-4 district for buildings less than four stories in height. Where building height is four stories or greater, minimum land area per dwelling unit shall be based upon dwelling unit size and building height as follows:

Height of Building (in Residential Stories)	Land Area in Square Feet per Habitable Room*
4	600
5	550
6	500
7	450
8	400
9	350
10	300

- (2) In the R-5 residential district for every lot on which a multiple, row or terrace dwelling is erected, there shall be a yard space on each side of the lot. This yard space shall be increased beyond the yard spaces indicated by two feet for each ten feet or part thereof, by which the length or width of the multiple, row or terrace dwelling exceeds 40 feet in overall dimension, along with the adjoining side lot line. Where two or more multiple, row or terrace dwellings are erected upon the same lot, there shall be a minimum of 20 feet in width between structures. This yard width shall be increased by two feet for each ten feet or part thereof, by which each multiple, row or terrace dwelling structure, having common yards, exceeds 40 feet in length on that side of the dwelling structure facing the common yard, or this yard space shall be increased by two feet for each five feet or part thereof, by which each permitted multiple dwelling structure, having common yards, exceeds 40 feet in height on that side of the dwelling structure facing the common yard, whichever is greater.
- (3) In the R-5 residential district parking shall not be permitted in the 25 feet of the front yard depth closest to the abutting street.
- (4) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (5) In the R-5 residential district and for uses other than one- and two-family there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section ~~90-64~~ 90-328.

Section 10. That Chapter 90, Article 4, Section 90-435A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-435A. - Specific requirements.

- (1) Minimum land area for each dwelling unit in the R-7 residential district shall be:

Dwelling Unit Size	Land Area in Square Feet	
	No Second Floor Hallway for Common Use	With Second Floor Hallway for Common Use
Efficiency or one-bedroom unit	5,400	3,600

Two-bedroom unit	6,000	4,200
Three-bedroom unit	6,600	4,800
Four- or more bedroom units	7,200	5,400

- (2) In the R-7 residential district for every lot on which a multiple, row or terrace dwelling is erected, there shall be a yard space on each side of the lot. This yard space shall be increased beyond the yard spaces indicated by two feet for each ten feet or part thereof, by which the length or width of the multiple, row or terrace dwelling exceeds 40 feet in overall dimension, along with the adjoining side lot line. Where two or more multiple, row or terrace dwellings are erected upon the same lot, there shall be a minimum of 20 feet in width between structures. This yard width shall be increased by two feet for each ten feet or part thereof, by which each multiple, row or terrace dwelling structure, having common yards, exceeds 40 feet in length on that side of the dwelling structure facing the common yard, or this yard space shall be increased by two feet for each five feet or part thereof, by which each permitted multiple dwelling structure, having common yards, exceeds 40 feet in height on that side of the dwelling structure facing the common yard, whichever is greater.
- (3) In the R-7 residential district parking shall not be permitted in the 25 feet of the front yard depth closest to the abutting street
- (4) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoined by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
- (5) In the R-7 residential district and for uses other than one- and two-family there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-328.
- (6) Screening requirement. Where required parking lots for any use permitted in an R-7 residential district are erected, a solid masonry or concrete wall or other barrier of material approved by the planning commission, which shall be minimum of three feet in height, shall be required along such parking lot boundary line to prevent car headlights from shining into other residential zones

Section 11. That Chapter 90, Article 4, Section 90-440A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-440A. - Specific requirements.

- (1) In the ER estate residential district, for subdivisions with a minimum of five lots platted subsequent to the effective date of the section, all the minimum requirements of section 90-403A that apply to the R-1 district may be substituted for those of the ER district, provided the appropriate piping and related facilities for water and sewer systems are supplied by the developer for the plat and approved by the engineering department. Internal streets which meet city requirements shall be constructed for access to the lots. If hookups to the city water or sanitary sewer are unavailable to the plat, individual lot wells and/or septic systems may be added

However, minimum lot size shall be 20,000 square feet if the water system cannot be connected to the city water systems. In addition, in the ER district, property owners may establish an open space preservation development. For each whole two-acre parcel that, under the applicable regulations of the city, could otherwise be created on up to 80 percent of the parent parcel, the landowner may create parcels at a lesser size if all of the following are established.

- (a) All lots shall have a minimum of 20,000 square feet.
- (b) All lots shall have a minimum of 150 feet in width along a public street.

- (c) A minimum of 20 percent of the overall land area shall perpetually remain in an undeveloped state by means of a conservation easement or restrictive covenant that runs with the land.
 - (d) The development of land under this option is subject to the other applicable ordinances, laws and rules, including rules relating to suitability of groundwater for on-site water supply, suitability of soils for on-site sewage disposal, and restriction of development due to floodplains or designated wetlands.
 - (e) This option may be utilized once within the boundary of the original parcel.
 - (f) Approval of the open space preservation development shall be subject to site plan approval by the planning commission. All required information, including a yield plan showing the maximum number of housing units under the ER district's standard provisions, shall be submitted to the planning department prior to review.
- (2) Regardless of any smaller minimum lot area requirement, for subdivisions platted subsequent to January 31, 1989, where both operable public water and public sewer are not provided, the minimum lot area for single-family housing shall be 12,000 square feet, with a minimum lot width of 75 feet, except that minimum lot area shall be 20,000 square feet if public water is not provided to the lot.
 - (3) Where 25 percent or more of the lots in a block frontage are occupied by buildings, the average setback line of the existing buildings on both of the adjacent lots, when there are existing buildings on both of the adjacent lots, shall be the minimum required setback for any new building or for a new addition to an existing building.
 - (4) Nonresidential uses shall contain ten-foot wide greenbelt adjoining the side and rear lot lines, with a minimum three-foot high berm or fencing provided in the greenbelt area where adjoining by both on-site parking and off-site residences. The berming or fencing requirements may be waived by the planning director in instances where existing property line solid fencing, natural features or other site or land use factors make this requirement unnecessary.
 - (5) Side yard building setback for principal non-residential buildings shall be a minimum 25 feet.
 - (6) Side yard requirements shall not be less than 20 feet if the side yard abuts a street having residences fronting.
 - (7) For uses other than one- and two-family in all the residential districts, there shall be a 25-foot wide front yard greenbelt and a 25-foot wide secondary front yard greenbelt. The greenbelt shall be landscaped in accordance with the provisions of section 90-328.
 - (8) Minimum habitable floor area per dwelling unit shall be 1,500 square feet in the ER district zone. Habitable floor area shall be living area as defined in the Michigan Building Code and shall include hallways, closets and bathrooms
 - (9) Attached garages and basements are required for all single-family dwellings in the ER district with the following exceptions, as determined by the chief building official:
 - (a) Basements are not required for bi-level or tri-level structures.
 - (b) Basements are not required if the existing water table makes such construction infeasible.
 - (c) Basements and attached garages are not required for structures built on lots existing prior to August 2, 1988, the effective date of this subsection.

Section 12. That Chapter 90, Article 11, Section 90-2012 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2012. - Projecting signs.

The following standards apply:

1.0 Projecting sign standards:

- A. Projecting signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
- B. Projecting sign content may include letters, corporate logos, symbols, or designs that are painted, applied or surface mounted on the sign surface.
- C. Projecting signs shall have content on both sides of the sign.
- D. Projecting signs placed on fabric, cloth or canvas shall be securely anchored to a sign frame.

2.0 Projecting sign location:

Refer to Illustration 10.03 for graphic representation of the location requirements regarding projecting signs.

- A. Projecting signs are permitted on the fronts of the following buildings:
 - 1. Mixed use building.
 - 2. Zero lot line retail building.
 - 3. Retail building.
 - 4. Live/work building.
 - 5. Apartment building.
 - 6. Civic building.
- B. Projecting signs shall be a minimum of eight feet above the adjacent grade.
- C. Projecting signs shall not extend more than four feet from the face of building.
- D. Projecting signs are required to be perpendicular to the building face.

3.0 Projecting sign size and proportion:

Refer to Table 90-2017 for sizes of projecting signs for specific building types in each context area.

- A. Maximum height of projecting signs shall be four feet.
- B. Maximum width of projecting signs shall be three feet.

4.0 Projecting sign quantity:

- A. The number of projecting signs allowed per building shall not exceed the quantities indicated in Table 90-2018.
- B. Projecting signs may be used in conjunction with other sign types.

5.0 Projecting sign illumination:

- A. Projecting signs may be externally or internally illuminated per section 90-705(5).
- B. Projecting signs are not permitted to be illuminated with neon illumination.
- C. Projecting signs are not required to be illuminated.

Section 13. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 14. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. _-25

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

May 28, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-308 "Designation of front on corner and double frontage lot", 90-309 "One single-family dwelling per lot", 90-312 "Fences, walls and other protective barriers", 90-328 "Landscaping", 90-404A "Specific requirements", 90-409A "Specific requirements", 90-414A "Specific requirements", 90-420A "Specific requirements", 90-426A "Specific requirements", 90-435A "Specific requirements", 90-440A "Specific requirements", 90-2012 "Projecting signs"

Recommendation: To approve the text amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on May 20, 2025. At the meeting, staff recommended approval of the proposed text amendments and a motion was made by Hall, supported by Randall, to recommend that City Council approve the proposed text amendments. The motion to approve this request passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

As is commonly done with an established zoning ordinance, the Planning Staff reviews the ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Typically, these alterations are the result of resident petitions, City Council direction, Planning Commission feedback, interpretation requests, or issues that arise when interacting with the zoning ordinance with developers. These recommended amendments are clerical in nature: clarify phrasing, correcting typographic errors, and removing dead links. The recommended changes include: clarification of front lot designations, references to outdated code sections, clarification of fence standards, and clarification of illuminated sign standards.

No members of the public offered comment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 1

DATE DISTRIBUTED: May 13, 2025

PLANNING COMMISSION DATE: May 20, 2025

ACTION REQUESTED: Request to amend Zoning Code Sections 90-308 “Designation of front on corner and double frontage lot”, 90-309 “One single-family dwelling per lot”, 90-312 “Fences, walls and other protective barriers”, 90-328 “Landscaping”, 90-404A “Specific requirements”, 90-409A “Specific requirements”, 90-414A “Specific requirements”, 90-420A “Specific requirements”, 90-426A “Specific requirements”, 90-435A “Specific requirements”, 90-440A “Specific requirements”, 90-2012 “Projecting signs”

REQUESTED BY: Wyoming Planning Staff

REPORT PREPARED BY: Colton Hyble, Planner I

GENERAL BACKGROUND:

As is commonly done with an established zoning ordinance, the Planning Staff reviews the ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. Typically, these alterations are the result of resident petitions, City Council direction, Planning Commission feedback, interpretation requests, or issues that arise when interacting with the zoning ordinance with developers. The Planning Staff will then recommend to Planning Commission the clerical or substantive changes. Both types of changes must then be approved by the Planning Commission and adopted by the City Council of Wyoming as an ordinance amendment.

These recommended amendments are clerical in nature: clarify phrasing, correcting typographic errors, and removing dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Clarification of Front Lot Designation (Section 90-308)

This change clarifies the responsibility of designating the front of lots as the City Planner or their designee, instead of the building inspector. The City Planner typically determines the front lot because they are closely involved with planning and zoning requirements before buildings are constructed.

References To Outdated Links (Sections 90-309, 90-328, 90-404A, 90-409A, 90-414A, 90-420A, 90-426A, 90-435A, 90-440A)

There are several existing references in the zoning code that link to an incorrect section or a section that no longer exists in the zoning code. These dead links can cause confusion among residents and developers when the code references something that is either irrelevant or cannot be found. For example, Section 90-328 “Landscaping” includes verbiage that references landscaping plan requirements in Section 90-1003, which is incorrect. This reference as well as other dead links are proposed to be corrected.

Fences, walls and other protective barriers (Section 90-312)

This proposed change clarifies the current interpretation by removing the word “required” for front yard fence height restrictions. The word usually indicates required setbacks are being referenced, which would restrict fence heights to front yard setbacks. Instead, fence height requirements change at the house or primary structure, which is more rational and the traditional application of the code.

Sign Illumination Clarification (Section 90-2012)

Two changes are proposed for this section. The first change spells the word “securely” correctly under subsection 1.0(D). The second change clarifies subsection 5.0 that currently both allows and prohibits internally illuminated signs. Staff proposes removing the provision that prohibits internally illuminated signs, as it conflicts with the previous provision that allows it. This change creates harmony within this section and aligns with illumination standards found in Section 90-705(5).

PROPOSED ORDINANCE AMENDMENT:

Staff recommends the following attached ordinances. The proposed text amendments have been highlighted in **green ink**.

PLANNING COMMISSION ACTION:

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-308 “Designation of front on corner and double frontage lot”, 90-309 “One single-family dwelling per lot”, 90-312 “Fences, walls and other protective barriers”, 90-328 “Landscaping”, 90-404A “Specific requirements”, 90-409A “Specific requirements”, 90-414A “Specific requirements”, 90-420A “Specific requirements”, 90-426A “Specific requirements”, 90-435A “Specific requirements”, 90-440A “Specific requirements”, 90-2012 “Projecting signs” and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community & Economic Development

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF JUNE 17, 2025.

PLANNING COMMISSION
MEETING MINUTES OF MAY 20, 2025
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Micele, Randall, VanDuren, Zapata

MEMBERS ABSENT: Lamer, Smart, Weller

STAFF PRESENT: Hofert, Director of Community & Economic Development
Smith, Assistant Director of Community and Economic Development
Blair, Planner II
Hyble, Planner I
Zuniga, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

A motion was made by Gilreath-Watts, supported by VanDuren, to excuse Lamer, Smart and Weller.

APPROVAL OF MINUTES

The minutes of April 15, 2025 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment, and the public hearing was closed.

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-308 "Designation of front on corner and double

frontage lot”, 90-309 “One single-family dwelling per lot”, 90-312 “Fences, walls and other protective barriers”, 90-328 “Landscaping”, 90-404A “Specific requirements”, 90-409A “Specific requirements”, 90-414A “Specific requirements”, 90-420A “Specific requirements”, 90-426A “Specific requirements”, 90-435A “Specific requirements”, 90-440A “Specific requirements”, 90-2012 “Projecting signs” (Wyoming Planning Staff)

Hyble explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Clarification of Front Lot Designation (Section 90-308)

This change clarifies the responsibility of designating the front of lots as the City Planner or their designee, instead of the building inspector. The City Planner typically determines the front lot because they are closely involved with planning and zoning requirements before buildings are constructed.

References To Outdated Links (Sections 90-309, 90-328, 90-404A, 90-409A, 90-414A, 90-420A, 90-426A, 90-435A, 90-440A)

There are several existing references in the zoning code that link to an incorrect section or a section that no longer exists in the zoning code. These dead links can cause confusion among residents and developers when the code references something that is either irrelevant or cannot be found. For example, Section 90-328 “Landscaping” includes verbiage that references landscaping plan requirements in Section 90-1003, which is incorrect. This reference as well as other dead links are proposed to be corrected.

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Two changes are proposed for this section. The first change spells the word “securely” correctly under subsection 1.0(D). The second change clarifies subsection 5.0 that currently both allows and prohibits internally illuminated signs. Staff proposes removing the provision that prohibits internally illuminated signs, as it conflicts with the previous provision that allows it. This change creates harmony within this section and aligns with illumination standards found in Section 90-705(5).

Hyble said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-308, 90-309, 90-312, 90-328, 90-404A, 90-409A, 90-

414A, 90-420A, 90-426A 90-435A, 90-440A, 90-2012 and recommend the same to City Council.

Micele opened the Public Hearing at 7:05PM. There was no public comment, and the hearing was closed.

A motion was made by Hall, supported by Randall to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU)”, 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (CS)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-2100 “Applicability”

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Additional Definitions for Clarity. (Sections 90-205, 90-219, 90-2100)

These changes create definitions for additional uses and guidelines that are also being added (i.e. 90-335, 90-1314). Definitions of “Event Center” and “Security and Crowd Management Plan” are being added to the Euclidian Code as well as the Form Based Code, and a definition for “Convention Center” is being added to the Form Based Code only.

Guidelines for Event Centers, Convention Centers, Nightclubs, and the like. (Sections 90-335 & 90-1314)

This change adds guidelines for security and crowd management at new developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts. In addition, by providing a list of the uses most likely to cause these concerns, it will