

**AGENDA
WYOMING CITY COUNCIL MEETING
PINERY PARK LODGE
MONDAY, JULY 21, 2025, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Rick South, Abundant Life Church of God
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 July 7, 2025 Regular Meeting
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 1. Strategic Plan Quarterly Review – Deputy City Manager
 - b) Proclamations
 1. Parks and Recreation Month
- 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.
- 14) Resolutions**
- 15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - a) To Approve and Authorize Participation In Regional NPDES Phase II Stormwater Permit Activities and Approval of Associated Participation Cost
 - b) To Approve and Authorize Payment to Miss Dig Systems, Inc.
 - c) To Approve and Authorize the Purchase of Three Replacement Vehicles
 - d) To Accept a Proposal for Drinking Water Plant Elevator Repairs
 - e) To Authorize the City Manager to Sign a Special Events Agreement for the 2025 Metro Cruise
 - f) To Award a Bid for Demolition Services at 1708 Judd Ave SW
 - g) For Award of Bids

1. Fire Turnout Gear
2. Residuals Hauling and Disposal
3. Engineering Services for Generator Upgrade Project
4. Land and Resource Engineering
5. 62A District Court Garage Roof Replacement
6. Engineering, Design, and Project Oversight Services for the Wastewater Treatment Plant

16) Ordinances

17) Informational Material

- a) Precinct Consolidation – City Clerk

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.

Strategic Plan Quarterly Update (Q2-2025)

As of the end of June 2025, the Wyoming Strategic Plan was approximately **47% complete** (14% increase since last update) with progress underway, nearing completion, or complete on the vast majority (95%) of the outlined Objectives (4% increase since last update). Under the umbrella of the 3 City Pillars of **Community, Safety** and **Stewardship**, the Strategic Plan outlines 9 Goals with 34 underlying Objectives, each with their own respective set of Tasks and Steps.

Below is a summary of **notable accomplishments** within each Goal that have occurred since the last quarterly update.

GOAL - Strengthen community relations and Wyoming’s sense of identity (2026 Completion Target - 51% Overall Progress)

- Nearing completion on efforts to implement the new City brand initiative.
- City launched new e-Wyoming Record newsletter to better inform residents on City-related news and events.
- RFP Released for new City website.

GOAL - Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life (2027 Completion Target - 44% Overall Progress)

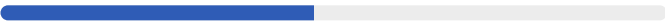
- Nearing completion on the City Center public infrastructure improvements (i.e. pedestrian pride and plaza).
- Nearing completion on the new Godwin Mercado event center with a ribbon-cutting ceremony scheduled for August 16, 2025.

GOAL - Enhance community engagement and recreational opportunities for our residents (2026 Completion Target - 75% Overall Progress)

- Completed Objective to cultivate signature community events with the addition of Frosted Frenzy (April) and Adult Easter Egg Hunt (March).
- Nearing completion on Objective to construct additional pickleball courts where feasible (additional courts recommended in FY26 budget).
- Significant progress on the new non-motorized trail segments and nearing completion of the 28th Street

Overall Plan Status

47% Complete



34 Objectives



Nearing Completion	8 Objectives (24%)
Underway	21 Objectives (62%)
Complete	3 Objectives (9%)
Not Started	2 Objectives (6%)

pedestrian bridge with a ribbon-cutting ceremony scheduled for September 27, 2025.

- New WY MI Trail signage for City Center trails to be installed in August.

GOAL - Encourage more affordable housing in the City

(2027 Completion Target - 20% Overall Progress)

- City Council adopted new ordinance standards for approving PILOT projects that allow for more affordable housing in the City.

GOAL - Implement and adopt more proactive public safety initiatives

(2028 Completion Target - 56% Overall Progress)

- Public Safety and Communications have been working together to create a consistent presence for Police & Fire on our social media platforms, resulting in a significant amount of positive community engagement.
- Community Services Unit (CSU) began the summer "Cops & Cones" campaign to engage young people and strengthen relations in the community.
- City Council approved a contract with AXON to update all Police body cams with enhanced AI technology to improve report writing efficiency and aid in language barriers.

GOAL - Strengthen and maintain the strong financial position of the City

(2029 Completion Target - 28% Overall Progress)

- City Council adopted new standards to guide decisions on PILOT/MSA housing projects, making revenue projections more predictable.
- Efforts are underway to educate voters on City's current millage structure with the goal of seeking feedback on future funding decisions.

GOAL - Enhance the efficiency and effectiveness of City operations

(2029 Completion Target - 59% Overall Progress)

- City Council approved a contract to conduct organizational efficiency study for the Finance Department. Recommendations to be implemented where feasible.
- Efforts underway by staff to develop a strategy for consolidating public safety millages ahead of 2028 expiration.

- City Council approved a new 6-year, ClearGov-based Capital Improvement Plan as part of annual budget adoption.
- IT & HR completed city-wide technology inventory and are working on a staff assessment questionnaire to measure use and proficiency.
- City currently working with architect to finalize plans for renovation of Public Works building.

GOAL - Improve City infrastructure and service reliability

(2030 Completion Target - 41% Overall Progress)

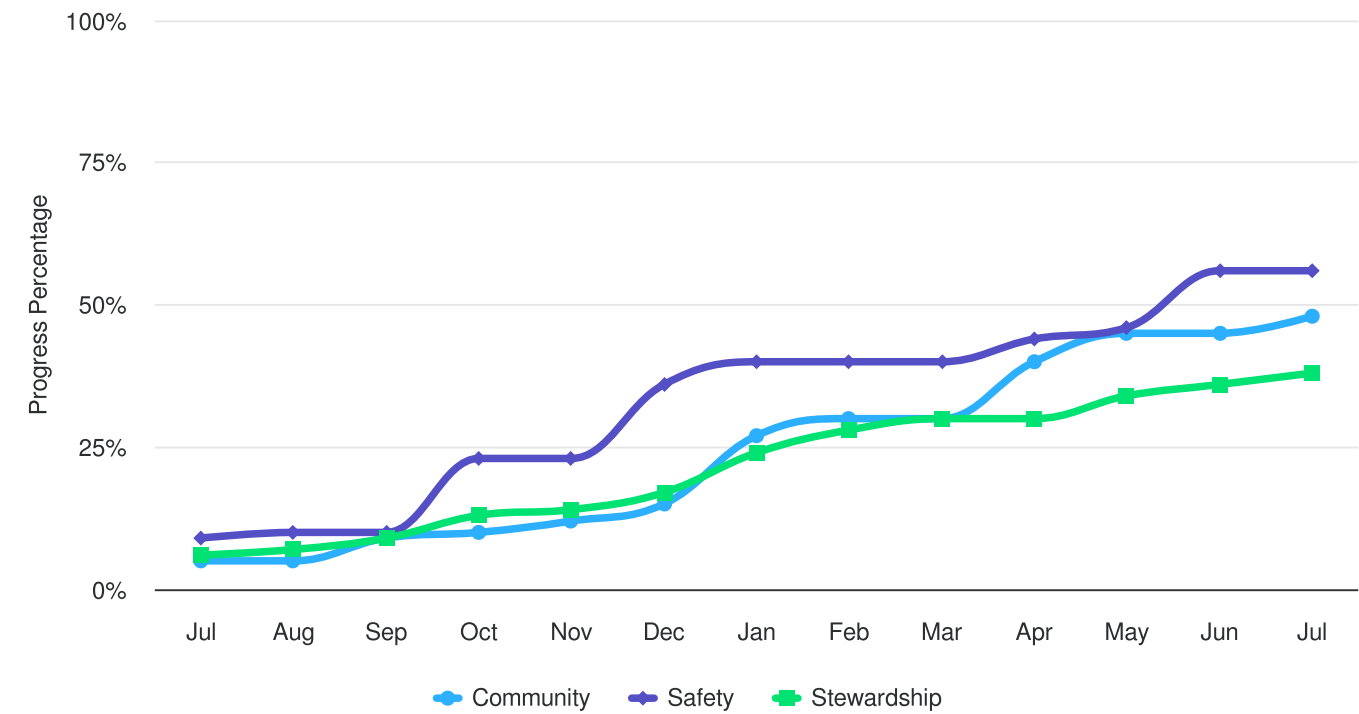
- City staff continued to explore options for dryer vs. digestion and further partnership opportunities with the City of Grand Rapids.
- RFP released for Surge Suppression System.

GOAL - Attract, train and retain a talented workforce

(2028 Completion Target - 24% Overall Progress)

- Multiple City department representatives attended a career fair/mock interview day at local middle school.
- City Council approved a contract to conduct city-wide wage and classification study to remain competitive in the job market and aid in employee attraction and retention.
- IT and HR have completed technology inventory and are working on assessment questionnaire for staff to measure use and proficiency. Results of the assessment will drive recommendations for training.

Pillars Progress Over Time



Pillars

Welcome friends! If you're curious about how the City of Wyoming is progressing on all of our Strategic Plan initiatives, you've come to the right place! Click on the Community, Safety and Stewardship Pillars below to see how we're progressing on each Goal, and their underlying Objectives. The [Pillars](#), [Goals](#) and [Objectives](#) are all clickable, so feel free to explore each of them to learn more about what actions are taking place to further/complete the plan's initiatives for the betterment of our great city!



Community

Overall Progress

48%



Goals

4



Safety

Overall Progress

56%



Goals

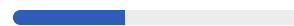
1



Stewardship

Overall Progress

38%



Goals

4

PROCLAMATION

DESIGNATION OF JULY AS PARK AND RECREATION MONTH

WHEREAS, parks and recreation is an integral parts of communities throughout this country, including the City of Wyoming; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who visit parks increasing personal well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for sports, such as softball and baseball, biking, walking, trails, playgrounds, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation facilities, such as the Wyoming Senior Center, are leaders in providing of healthy meals, nutrition services and education; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, the attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Park and Recreation Month; and the City of Wyoming recognizes the benefits derived from parks and recreation resources; and

NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan do hereby proclaim July 2025, as

PARK AND RECREATION MONTH

in the City of Wyoming and offer sincere appreciation for the commitment and opportunities it provides to our community.

KENT VANDERWOOD, MAYOR
City of Wyoming, Michigan

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PARTICIPATION IN
REGIONAL NPDES PHASE II STORMWATER PERMIT ACTIVITIES AND APPROVAL
OF ASSOCIATED PARTICIPATION COSTS

WHEREAS:

1. The City of Wyoming has a NPDES Phase II Stormwater Permit issued by the State of Michigan Department of Environment, Great Lakes and Energy.
2. Said permit includes six minimum control measures, including: public education and outreach; public participation; illicit discharge detection and elimination; management of construction site runoff; management of post-construction site runoff; and good housekeeping.
3. These control measures can be accomplished most efficiently and effectively on a regional basis.
4. The Grand Valley Metropolitan Council has coordinated these regional efforts on behalf of Wyoming and the surrounding communities.
5. The City of Wyoming's annual cost is \$23,050.10 through September 30, 2028.
6. The City of Wyoming's annual dues to LGROW are \$500.00.
7. These costs can be financed from the Major and Local Street Fund accounts 202-441-46300-801.000 and 203-441-46300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes participation in regional NPDES Phase II stormwater permit activities and approves annual payments in the amount of \$23,550.10 to the Grand Valley Metropolitan Council through September 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 July 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT: GVMC Correspondence and Due Schedule

Resolution No. _____

Staff Report

Date: July 10, 2025
Subject: GVMC Regional Stormwater Compliance Agreement
From: Aaron Vis Director of Public Works
Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended that the City continue to participate in the Grand Valley Metropolitan Council (GVMC) regional effort for compliance with national storm water regulations through 2028, with an annual cost of \$23,550.10, and that City Council authorize the City Manager and City Clerk to sign the attached, associated agreement.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Like other cities in our area, the City has a National Pollutant Discharge Elimination System (NPDES) permit for stormwater. Rather than work on an individual basis, communities in West Michigan have worked together since the year 2000 to collaboratively understand and comply with these stormwater regulations. Throughout the years, these NPDES permits have grown more complicated and involved, and the collaborative, regional effort has benefitted the City significantly.

The attached documents identify the services that GVMC will provide the City through 2028. These include assisting with compliance of the NPDES permit and its associated control measures, preparation and submittal of progress reports, and assistance with permit reissuance (expected in 2025). It should also be noted that multiple City staff additionally participate on several GVMC stormwater workgroups, providing their expertise and leadership on stormwater related activities.

The annual cost for the City to collaboratively participate in this regional stormwater program through 2028 is \$23,050.10 plus annual dues of \$500.00, totaling \$23,550.10. This is approximately a 3% increase from the 2022-2025 contract period.

BUDGET IMPACT:

Sufficient funds are available in the Major and Local Street Funds, Account Numbers 202-441-46300-801.000 and 203-441-46300-801.000.



GRAND VALLEY METROPOLITAN COUNCIL

ADA TOWNSHIP • ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BLENDON TOWNSHIP • BYRON TOWNSHIP • CALEDONIA • CALEDONIA TOWNSHIP • CANNON TOWNSHIP
CASCADE TOWNSHIP • CEDAR SPRINGS COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP
GRANDVILLE • GREENVILLE • HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • LOWELL TOWNSHIP • MIDDLEVILLE • OTTAWA COUNTY
PLAINFIELD TOWNSHIP • ROCKFORD • SAND LAKE • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

June 26, 2025

Aaron Vis
Director of Public Works
2660 Burlingame Ave SW
Wyoming, MI 49509

Dear Aaron Vis,


A cooperative effort initiated in 2000 by Kent County and Ottawa County agencies and communities in the Lower Grand River Watershed resulted in regional compliance initiatives at the watershed level. Since that time, the Grand Valley Metro Council (GVMC) has been pleased to continue compliance work for City of Wyoming's NPDES MS4 Permit and Stormwater Management Plan (SWMP), approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).


The capacity of GVMC's Environmental Programs Department has increased since the last contract period, and we are committed to providing exceptional services and programs. GVMC will continue to coordinate a regional effort to ensure every community's compliance with the NPDES Stormwater Regulations. A cost allocation and detailed scope of work for continued participation in the regional effort from FY2026 through FY2028 is enclosed.

Please indicate your intent to continue to participate in this regional cooperative effort by returning a signed copy of this correspondence by August 1, 2025. Your commitment to participate will apply for the next three years, from October 1, 2025, through September 30, 2028. The scope of the regional program that is necessary beyond 2028 for compliance with the NPDES Storm Water Regulations will be reassessed at that time.

We welcome your feedback on GVMC's NPDES compliance program and look forward to our continued work with your community.

Sincerely,



John Weiss
Executive Director

Rachell Nagorsen
Stormwater Programs Manager

City of Wyoming is committed to continued participation in the GVMC regional effort for compliance with the NPDES Storm Water Regulations for fiscal years 2026 through 2028. We

understand that our annual cost will be paid to GVMC in accordance with the enclosed cost allocation.

Signed: _____

Date: _____

Enclosures:

FY 2026-2028 Scope of Work with Budget and Cost Allocation

Approved as to form:



Greg Stremers, City Attorney

**GVMC Regional Cooperation for
NPDES Stormwater Permit Compliance
FY 2026-2028**

Scope of Work for the Lower Grand River Watershed

The following activities have been identified to allow ongoing regional cooperation by the participating cities, villages, townships, school districts, and county agencies (communities) in the Lower Grand River Watershed (LGRW) from October 1, 2025 to September 30, 2028. The work that will continue to be administered by the Grand Valley Metropolitan Council (GVMC) includes ongoing implementation of the Storm Water Management Plan (SWMP), the Public Education Plan (PEP), Total Maximum Daily Load Implementation (TMDL) Plan, and the Illicit Discharge Elimination Plan (IDEP) that have been approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) under the Municipal Separate Storm Sewer System (MS4) regulations.

Current permits expire during this contract period and GVMC will assist the communities with public notice as necessary. EGLE will issue new MS4 permits during the period for this scope of work. Upon communities receiving new permits, GVMC will continue to implement initiatives that meet permit compliance.

GVMC will continue to implement regional coordination for MS4 permit compliance; however, each community is ultimately responsible for participation in the regional effort and for regulatory compliance.

The proposed work outlined below will be completed by GVMC in cooperation with EGLE and the participating communities to provide compliance with the six MS4 minimum control measures:

Stormwater Management Plan (SWMP) Implementation

The individual Stormwater Permit requires that the approved SWMPs be implemented. GVMC will facilitate the process of implementing the SWMPs. SWMPs will be updated as needed.

MS4 Training

Training opportunities will be provided through a variety of methods, such as in-person training, videos, outside speakers, webinars, and brochures. Topics to be considered for training include: general stormwater awareness, identifying and eliminating illicit discharges, soil erosion and sedimentation control best management practices (BMPs), post-construction stormwater runoff development standards, pollution prevention and good housekeeping BMPs, training specified in the SWMP, or other stormwater training topics at the request of the community. GVMC will work with each community, and the committees of the Lower Grand River Organization of Watersheds (LGROW) to select, plan, and coordinate these training opportunities.

Stormwater Development and Redevelopment Standards, Model Ordinances, and Strategies

GVMC will continue to coordinate the efforts of the LGROW Stormwater Ordinance (SWOrd) Committee to implement the model stormwater ordinance needed for permit compliance. GVMC will be responsible for the distribution of the LGROW Design Spreadsheet tool and will provide updates and improvements to the tool as directed by the SWOrd Committee.

Public Education Plan (PEP)

The PEP was updated and approved by EGLE in July 2020 and the plan promotes, publicizes, and facilitates watershed education for the purpose of encouraging the public to reduce the discharge of pollutants in stormwater to the maximum extent practicable. The PEP will continue to be coordinated with other current programs and projects in the watershed that involve public stewardship of water resources. The overall goal of the plan is to encourage pollution prevention.

The PEP is flexible in that the educational activities conducted may address any of a number of significant watershed issues, including:

- Encouragement of public reporting of the presence of illicit discharges, illicit connections, or improper disposal of material into the MS4.
- Education of the public on the availability, location, and requirements of facilities for disposal or drop-off of household hazardous wastes, travel trailer sanitary wastes, chemicals, grass clippings, leaf litter, animal wastes, and motor vehicle fluids.
- Education of the public regarding acceptable application and disposal of pesticides, herbicides, and fertilizers.
- Education of the public concerning preferred cleaning materials and procedures for residential car washing, pavement cleaning, and power washing.
- Education of the public concerning the ultimate discharge point and potential impacts from pollutants from the separate stormwater drainage system serving their place of residence.
- Education of the public about their responsibility for stewardship in their watershed.
- Education of the public concerning management of riparian lands to protect water quality.
- Education of the public on proper septic system care and maintenance and on how to recognize system failure.
- Education of the public about the benefits of using native vegetation instead of non-native vegetation.

Various materials will be produced such as brochures, social media content, newsletter and newspaper articles, local media, workshops, demonstration materials, and other materials at the community's request in order to meet the public education commitments. Purchase of public education materials will be coordinated where economies can be achieved through bulk purchases.

GVMC will continue to facilitate the LGROW Public Engagement Committee, comprised of representatives of the participating communities and local organizations, to prioritize and direct the PEP activities. GVMC will design and administer large scale, regional educational efforts.

Illicit Discharge Elimination Plan (IDEP)

The IDEP meets the permit requirement that each community develop, implement, and enforce a program to detect and eliminate illicit connections and discharges to MS4s. GVMC will also work to ensure up to date stormwater infrastructure mapping in GIS and applicable EGLE mapping platforms. The IDEP includes dry weather screening, IDEP training, and reporting. Interjurisdictional cooperation agreements will be reissued for each MS4 during the next dry weather screening period.

Total Maximum Daily Load (TMDL) Implementation

GVMC will work with the LGROW network to address the TMDLs that have been assigned per the permits. The TMDL Implementation Plan will be executed collaboratively with watershed partners to address water body impairments within the regulated areas of the watershed. GVMC will coordinate TMDL sampling under the direction of the LGROW Technical Committee and will share the data and analysis via annual reports.

Additional Regulatory Assistance

Progress Reports

Progress Reports will be prepared for each community for submittal to EGLE as required by the MS4 permits. Reports will include regional reporting and permittee-specific reporting requirements. GVMC will annually prepare progress reporting forms for each community. These forms will serve as a convenient means for each community to keep track of actions taken throughout the Progress Report cycle to comply with the permit commitments. The information provided by each community will become a significant element of the reports.

Each community shall provide data on progress made in controlling stormwater pollution to the maximum extent practicable for the reports. GVMC will collect available watershed monitoring data during the previous period for analysis and summary for the regional portion of the report. GVMC will draft progress reports on Watershed-Wide Activities. GVMC will compile and finalize the Progress Reports on behalf of the communities and GVMC will submit the reports to EGLE via MiEnviro. GVMC will continue this work upon permit issuance, and will communicate new progress reporting requirements as necessary to communities.

Audits

GVMC will provide assistance in the case of an EGLE audit of the community's stormwater program, at the community's request.

Public Participation

The SWMP implementation efforts will be more effective with participation by the communities and the public. GVMC will keep the communities informed about LGROW committee activities and opportunities to be involved at LGROW events. LGROW has fostered partnerships with existing agencies and organizations, which will facilitate completion of the work outlined above. GVMC will help facilitate and provide technical assistance to the LGROW network to integrate these efforts. Public Participation activities will be tracked and reported upon in the Progress Report.

Permit Applications and Individual Permit Issuance

Current MS4 permits expire on October 1, 2025. The process of EGLE's permit reissuance will continue to be tracked and the communities will be kept informed. GVMC will assist the communities in the transition from the previous permit by providing compliance assistance in all of the categories as applicable to the new permit. Facility inventories will be updated to reflect current stormwater infrastructure.

Enforcement Response Procedure

GVMC will continue to assist communities with Enforcement Response Procedures (ERPs) if any changes are required by EGLE during the permit cycle. GVMC will train communities in the use of the ERPs and revise as needed.

Nested Jurisdictions

If the community has a nested jurisdiction under their MS4 permit, GVMC will help coordinate the compliance of the Nested Jurisdiction. GVMC will help facilitate meetings between MS4 permittees and nested jurisdictions to ensure that both parties understand their responsibilities to meet permit compliance.

LGROW Network

By participating in the regional MS4 implementation in the Lower Grand River Watershed, communities benefit by being able to work through permit issues together as part of the LGROW network. LGROW brings together local municipalities and community stakeholders in a unique format to address watershed issues facing the Lower Grand River and its watersheds. LGROW promotes community education and sustainable use of our river resource and is committed to making the watershed an ongoing resource for everyone. LGROW will encourage communities to join the various committees that work on different components of the permit. LGROW dues are \$500 annually in addition to MS4 dues and are not noted in the table below.

Annual FY 2026-2028 Dues	
Lower Grand River Watershed NPDES Stormwater Permittees	
Cascade Charter Township	\$14,141.68
City of East Grand Rapids <i>w/ East Grand Rapids Public Schools</i>	\$ 27,537.10 FY26** \$ 21,937.10 FY27-28
City of Ferrysburg	\$14,445.20
Forest Hills Public Schools	\$15,320.10
Village of Fruitport	\$14,010.30
Georgetown Charter Township <i>w/ Jenison Public Schools</i>	\$ 21,902.28
City of Grand Haven	\$15,500.10
City of Grand Rapids	\$36,291.70
Grand Rapids Charter Township	\$13,872.63
City of Grandville <i>w/ Grandville Public Schools</i>	\$22,908.30
Grand Valley State University	\$16,626.90
City of Hudsonville	\$15,162.90
Kent County Drain Commissioner	\$22,979.74
Kent County Road Commission	\$21,979.74
City of Kentwood <i>w/ Kentwood Public Schools</i>	\$ 27,480.40
Plainfield Charter Township	\$14,488.38
City of Rockford	\$15,014.20
Village of Sparta <i>w/ Sparta Public Schools</i>	\$ 26,324.40 FY26** \$ 21,224.40 FY27-28
Village of Spring Lake	\$14,149.70
City of Walker <i>w/ Kenowa Hills Public Schools</i>	\$ 24,813.20
City of Wyoming	\$23,050.10

Note: For Nested Jurisdictions, the municipality assumes GVMC fees for the school district and passes MS4 costs to them.

***The difference between FY 26 and FY 27-28 as indicated is due to onboarding costs and additional work to nest new districts into an existing municipal permit.*

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO MISS DIG SYSTEM, INC.

WHEREAS:

1. As detailed in the attached Staff Report, the Miss Dig System, Inc. notification system allows the City to properly mark its utilities to prevent damage and service disruption.
2. It is recommended City Council authorize the annual payment in the amount of \$12,886.39 for the 2025 calendar year.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council does hereby authorize payment to Miss Dig System, Inc. in the amount of \$12,886.39.

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 July 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

Resolution No. _____

Staff Report

Date: July 9, 2025

Subject: Authorize Payment to Miss Dig

From: Jay VanDyke, Assistant Director of Public Works – Maintenance

CC: Aaron Vis Director of Public Works

Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended that the City Council authorize payment of the Miss Dig System, Inc. invoice of \$12,886.39 for the City's mandatory participation in the Miss Dig utility notification system for the 2025 calendar year.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Miss Dig System is the utility notification system for the State of Michigan as legislated through Public Act 174 of 2013 (Miss Dig Underground Facility Damage Prevention and Safety Act). It is designed to provide excavators and the general public the ability to request underground utility locations with a single call or electronic order. Miss Dig is a not-for-profit independent company that processes this requested information and passes it along to affected utilities for proper utility marking. Miss Dig does not perform the actual utility marking.

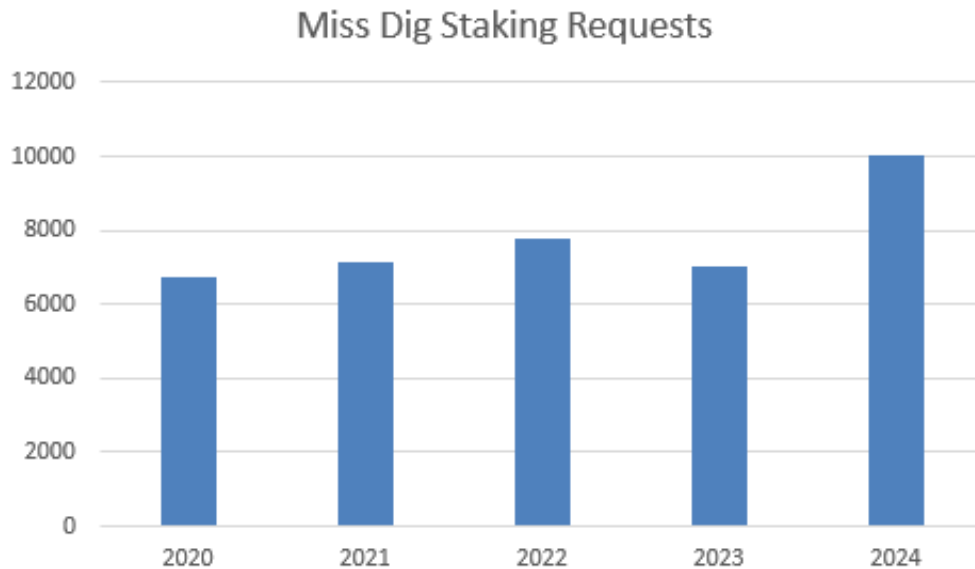
For Wyoming, the affected utilities include: electric for street lighting, traffic signal wiring, fiber optic cables, sanitary sewer system, storm sewer system, and water distribution system (including transmission lines and water services). Once City staff receives the staking request, appropriate marking of the potentially impacted utilities occurs. Staking request response times range from emergency (within three hours) to normal (within three days).

The Miss Dig system is free for those requesting locating services and is funded by member agencies such as the City of Wyoming. The fee consists of four components:

- **Membership Fee.** This fee is based on the number of Miss Dig tickets placed with the notification center. For the 2025 calendar year, this fee is \$9,833.00.

- **Education Fee.** The Miss Dig System Education Fee is used to educate members, contractors, and homeowners. This fee is based on the annual membership fee, and totals \$2,500.00.
- **Annual Maintenance Fee for Stations on the System.** This fee is based on the number of stations for utilities that the City has listed within the Miss Dig system and totals \$360.64.
- **Annual Maintenance Fee for Remote Member Accesses on the System.** This fee is based on the number of accounts that the City has within the system that grants staff the ability to modify, update and respond to Miss Digs. This annual fee is \$192.75.

The chart below depicts annual staking requests since 2020:

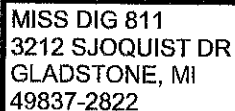


BUDGET IMPACT:

Sufficient funds are available in the street, sewer, and water other services account numbers: 202-441-47400-956.000, 590-441-54200-956.000, and 591-441-56700-956.000.

ATTACHMENT:

Miss Dig System, Inc. Invoice



Date	Invoice #
1/1/2025	20250490

WYOMING CITY
ATTN: PUBLIC WORKS DEPT.
2660 BURLINGAME AVE., SW
WYOMING, MI 49509-0905

PAST DUE

Account #	P.O. No.	Terms	EMAIL
200WYO		Net 30	

Description	Qty	Rate	Amount
2025 Transmission-based Membership Fee	1	9,833.00	9,833.00
2025 Annual Maintenance Fee for Stations on the System	7	51.52	360.64
2025 Annual Maintenance Fee for DPP User Accounts	5	38.55	192.75
2025 Education and Awareness Fee for Section 6(2) Compliance	1	2,500.00	2,500.00

This invoice is due no later than 30 days from date of invoice. Interest rate at the rate of 1 1/2 % per month, 18% per annum will be charged on past due accounts.

Total	\$12,886.39
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For ACH Payment - Bank Name: J.P. Morgan Chase
Routing# 072 000 326 Account# 693 556 482

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE
PURCHASE OF THREE REPLACEMENT VEHICLES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of three replacement vehicles assigned to the Police Detective Unit from Lunghamer Ford using the State of Michigan cooperative contract in the total estimated amount of \$88,860.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of three replacement vehicles.
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: July 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

Staff Report

Date: July 7, 2025
Subject: Police Detective Vehicle Replacements
From: Don Roest, Fleet Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended the City Council authorize the purchase of three vehicles from Lunghamer Ford using State of Michigan Contract #MA240000001208, for a total of \$88,860.00, as outlined below.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is recommended that the City purchase three vehicles from Lunghamer Ford using State of Michigan Contract #MA240000001208 in the total amount of \$88,860.00. These vehicles will serve as replacements for the Police Detective Unit.

Currently, we are waiting for pricing to come in from Zeigler Dodge for additional Police Department replacement vehicles. When pricing is available, staff will present these to City Council for approval.

All City vehicles and equipment have a life expectancy based on age, service hours, or mileage, and those recommended for replacement have reached that point. Each year during budget development staff evaluate vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding replacement. Each individual department is responsible for making the final replacement or new vehicle/equipment purchase determination.

BUDGET IMPACT:

Sufficient funds exist in the appropriate motor pool accounts

Fiscal Year 2026 Police Detective Unit Replacement Vehicle List

Vehicle (Responsible Department)	In Service Date	Miles / Hours at Replacement	Reason For Replacement	Purchase Price	Vendor
Ford Escape (Police Detective Unit)					
122-002	12.01.15	84106	Age / Miles	\$29,620.00	LUNGHAMER FORD
185-001	12.01.15	89475	Age / Miles	\$29,620.00	LUNGHAMER FORD
187-001	12.01.15	79877	Age / Miles	\$29,620.00	LUNGHAMER FORD
TOTAL				\$88,860.00	



July 1, 2025

City of Wyoming
Attn: Don Roest
1155- 28th Street SW
P.O. Box 905
Wyoming, MI 49509-0905

Dear Don Roest:

Price on 2026 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

2026 Ford Escape Front Wheel Drive Active in Carbonized Gray \$29,620.00 ea

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

State of Michigan
2026 Ford Escape FWD and 4WD
Major Standard Equipment

MECHANICAL

- Electric Parking Brake (Includes Auto Hold)
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission
 - 8-speed Automatic

EXTERIOR

- Active Grille Shutters
 - Black – Molded-in-Color
 - Lower Bodyside Cladding
 - Rocker Panel
 - Black Upper Window Molding with Black Beltline Molding
 - Bumpers
 - Front, MIC
 - Rear, MIC – Black Upper/Silver Lower
 - Configurable Daytime Running Lamps (DRL)
 - Door Handles – Body-Color
 - Easy Fuel® Capless Fuel Filler
 - Exhaust Tips, Dual – Chrome
 - Grille – Chrome Grille Strip
 - Tire Inflator and Sealant Kit¹
 - Liftgate – Manual
 - Privacy Glass – Second Row Side and Liftgate
 - Rear Spoiler – Body Color
 - Roof-Mounted Antenna
 - Tires
 - 225/65R17 102H All Season A/S BSW
 - Wheels – 17" Shadow Silver-painted Aluminum
 - Wipers
 - Windshield – Variable-Intermittent/Continuous
 - Rear Window – Fixed-Intermittent/Continuous
- INTERIOR/COMFORT**
- Center Floor Console with Armrest
 - Cruise Control – Steering Wheel Mounted Controls
 - Cupholders – (8)
 - Driver's Side Footrest
 - Dual-Zone Electronic Automatic Temperature Control (DEATC)
 - Refresh95 (Cabin Particulate Air Filter)
 - Floor Mats – Carpeted Front and Rear
 - Grab Handles – Front Passenger. Second Row – two (2), includes Coat Hooks
 - Instrument Panel
 - 8" Screen
 - EcoMode
 - Ice Blue® Lighting
 - Message Center
 - Outside Temperature Display
 - Trip Computer
 - Lighting
 - Front Map Lights
 - Illuminated Entry System with Courtesy Lamp Delay
 - Rear Cargo Area Light
 - Second Row Dome Light
 - Map Pocket – Front-Passenger Seat Back
 - Powerpoints – (2) Rear – Smart Charging USB Outlets
 - Urethane Steering Wheel
 - Seats
 - Unique Cloth Bucket
 - Five Passenger
 - 6-Way Manual Driver Seat (Fore/Aft, Up/Down and Manual Recline)
 - 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
 - Second Row 60/40 Split-Fold-Flat and Sliding 1 Not available with 2.5L iVCT Atkinson Cycle I-4 Hybrid (99Z)
 - Rear Center Armrest (Fold-Down with Two (2) Cupholders)
 - Rotary Gear Shift Dial
 - Sliding Sun Visors with Vanity Mirrors (Driver and Front Passenger)
 - USB Ports
 - Smart Charging Multimedia USB Ports, First Row – (1) USB- A and (1) USB-C
 - Steering Column – Manual Tilt/Telescoping
 - Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2), in front and in center of the Console, Overhead Console with Sunglasses Storage
 - Windows, Power – Front One-Touch Down Feature (Driver only)
- SAFETY/SECURITY**
- AdvanceTrac® with RSC® (Roll Stability Control™) • Airbags
 - Driver and Front Row Passenger Dual-Stage
 - Driver Knee
 - Front-Seat Mounted Side-Impact
 - Safety Canopy® System – Front and Second Row Safety Canopy® Side-Curtain with Rollover Sensor
 - Center High-Mounted Stop Lamp (CHMSL)
 - Curve Control
 - Day/Night Rearview Mirror – Manually Adjustable

- Door Locks
 - Autolock/Autounlock
 - Child-Safety Rear
 - Power Lock/Unlock
- Electronic Traction Control
- Headlamps
 - Courtesy Delay
 - LED Reflector with Signature Lighting
 - Wiper-Activated
- Head Restraints
 - Two-Way Manually Adjustable Driver and Front Passenger
 - Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position)
- LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
- Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
- Personal Safety System®
- Rear-Window Defroster and Washer
- Safety Belts – Front and Second Row – Belt-Minder® (Safety Belt Reminder)
 - Front Row Height Adjustable
 - Second Row Outboard and Center Seat Shoulder
 - Three-Point Safety Belts on all (5) Seating Positions • SecuriLock® Passive Anti-Theft System (PATS)
 - SOS Post-Crash Alert System™
 - Tire Pressure Monitoring System (TPMS) • Torque Vectoring Control

FORD CO-PILOT360™ TECHNOLOGY

- Ford Co-Pilot360™ includes,
 - Auto High Beam Headlamps
 - BLIS® (Blind Spot Information System) with Rear Cross Traffic Braking 2 Personal Safety System™ for driver and front passenger includes dual stage front airbags, safety belt pretensioners, safety belt energy management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front Passenger Sensing System.
 - Lane-Keeping System (includes Lane-Keeping Assist, Lane Keeping Alert and Driver Alert)
 - Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
 - Rear View Camera
 - Road Departure Warning
 - Headlamps – Autolamp (Automatic On/Off)
 - Post-Collision Braking
- FUNCTIONAL**
- Audio
 - AM/FM Stereo
 - Six (6) Speakers
 - Speed-Compensated Volume
 - Steering Wheel Mounted Controls
 - SiriusXM® with 360L (if equipped)
 - Battery Saver
 - Compass
 - Electric Power-Assisted Steering (EPAS)
 - FordPass Connect™
 - 4G LTE Wi-Fi® hotspot connects up to 10 devices³ — Remotely start, lock and unlock vehicle⁴
 - Locate parked vehicle
 - Check vehicle status

Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, fuel energy, range, diagnostics, and maintenance alerts. FordPass Connect™ 4G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).

- Front and Rear Stabilizer Bar
- Intelligent Oil-Life Monitor®
- Provisions for Roof Rack Mounting– Blanking Plugs • Selectable Drive Modes
- SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/ App Catalog
 - 911 Assist®
 - Wireless Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owners Manual
- Transmission Oil Cooler
- Variable-Assist Rack-and-Pinion Steering
- Intelligent Access with Push-Button Start
- Keyless-Keysets – Passive Keys, Two (2)

Base Price Escape Active

<input checked="" type="checkbox"/> Base Price Front Wheel Drive, U0G/200A	\$28,625.00
<input type="checkbox"/> Base Price All Wheel Drive, U9G/200A	\$29,902.00

Optional equipment

	Order Code	Price
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☐ **Tech Pack #1**

68B

995.00

- Ford Co-Pilot360™ Assist+
 - Adaptive Cruise Control with;
 - Stop-and-Go
 - Lane Centering Assist
 - Predictive Speed Assist
- Connected Navigation (1 Year included), Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Evasive Steering Assist
 - Intersection Assist
 - Rear Parking Sensor
- Rear View Camera – Digital
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability

☐ **Active Premium Tech Pack**

66N

4370.00

- Ford Co-Pilot360™ Assist+
 - Adaptive Cruise Control with;
 - Stop-and-Go
 - Lane Centering Assist
 - Predictive Speed Assist
- B&O® Sound System by Bang & Olufsen®, 10 Speakers including Subwoofer
- HD Radio™
- Cold Weather Package (19H)
- Connected Navigation (1 Year included), Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Evasive Steering Assist
 - Rear Parking Sensor
- Instrument Panel Cluster – 12.3" Digital Productivity Screen
- 10-Way Power Driver Seat (Fore/Aft, Up/Down, Tilt, Power Lumbar and Power Recline)
- 6-Way Power Passenger (Fore/Aft, Up/Down, Recline)
- Memory Package: Driver's Seat and Driver/Front Passenger Sideview Mirrors
- Power Liftgate
- Rear View Camera - Digital
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability
- Wireless Charging Pad

Note: Includes Tech Pack #1 (68B)

<input checked="" type="checkbox"/> Cold Weather Package	19H	995.00
• Heated Front Row Seats		
• Mirrors, Sideview – Heated		
• Remote Start System		
• Steering Wheel – Heated		

Note: Included w/ Active Premium Tech Pack (66N)

<input type="checkbox"/> Power Liftgate	18C	495.00
<input type="checkbox"/> Power Panoramic Vista Roof	43M	1595.00
<input type="checkbox"/> Steel Mini Spare Tire and Wheel (Spare Tire No Longer STD)	51U	345.00
<input type="checkbox"/> Daytime Running Lights	942	45.00
<input type="checkbox"/> Engine Block Heater	41H	190.00
<input type="checkbox"/> Rear Parking Sensor	60S	245.00
<input type="checkbox"/> Easy Access Cargo Shade	47B	135.00
<input type="checkbox"/> Floor Liners Front and Rear	50B	200.00
<input type="checkbox"/> Cargo Mat	50Q	100.00
<input type="checkbox"/> Remote Start (Included in Cold Weather Package)	LUN	550.00
<input type="checkbox"/> Extra keys with Integrated Keyless Entry ____ @ \$300.00 ea	LUN	

Total Price \$29,620.00 ea

Color and Trim Availability on Active Trim Only

<u>Exterior Colors</u>		<u>Interior Colors</u>	
		<u>Ebony Black (CB)</u>	<u>Space Gray (CW)</u>
Agate Black Metallic	[UM]	[]	[]
Oxford White	[YZ]	[]	[]
Carbonized Gray Metallic	[M7]	[]	[x]
Space Silver Metallic	[A3]	[]	[]
Extra Cost Paint \$495.00			
Rapid Red Metallic Tinted Clearcoat	[D4]	[]	[]
Vapor Blue Metallic	[K1]	[]	[]

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
DRINKING WATER PLANT ELEVATOR REPAIRS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Kone Inc. for Drinking Water Plant elevator repairs in the total estimated amount of \$17,843.14.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Kone Inc. for the Drinking Water Plant Elevator repairs.
2. City Council authorizes the City Manager to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: July 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: July 7, 2025

Subject: DWP Elevator Repairs

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Kone Inc. for Drinking Water Plant elevator repairs in the amount of \$17,843.14.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant relies on five elevators to facilitate movement between floors, all of which are maintained by Kone Inc. under a city-wide service contract. During recent maintenance and inspection, Kone identified issues requiring corrective action. First, two of the elevator emergency phones were found to be non-functional, which poses a safety risk in the event of an emergency. Second, one elevator has a noticeable vibration during operation. Further inspection revealed the cause to be worn hydraulic jack packing, which, if not addressed, could lead to further deterioration and service interruption.

Since Kone is the City's contracted elevator service provider, they were requested to submit a proposal for the necessary repairs to address the identified issues. Given the critical nature of elevator function and the importance of reliable emergency communication systems, prompt repairs are necessary to maintain safety, ensure reliability, and prevent unplanned downtime.

BUDGET IMPACT:

Adequate funds exist in the Drinking Water Plant account #591-537-55300-930.000.

CITY OF WYOMING

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

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

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

Contractor means:

Kone Inc.
[Name of contracting entity]
A Delaware company
[State and type of entity, e.g., corporation, limited liability company, etc.]
5300 Clay Ave SW
[Contractor's street address]
Grand Rapids, MI 49548
[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: July 8, 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Heather Chapman, Deputy City Attorney

Kone, Inc.

By: Whitney Janozik
[Signature officer, director, or principal of Contractor]
General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 25, 2025__

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

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

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

KONE Care Passenger Safety

RISK MITIGATION SOLUTIONS



May 28, 2025

Dan Kleinheksel
City Of Wyoming
PO BOX 905
WYOMING, 49509-0905

Re: SAFETY CONCERN: Elevator Emergency Phone
DRINKING WATER PLANT 16700 NEW HOLLAND ST Holland, MI 49424-5554

KONE
Grand Rapids
5300 Clay Ave SW
Grand Rapids, MI 49548
Phone: 616-401-3664
Fax:
marah.weinburger@kone.com

Dear Dan Kleinheksel:

As your elevator service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to inform you of an important safety issue.

KONE has identified the following safety related concerns with respect to your vertical transportation equipment. These safety concerns include:

Summary:

NTF Filter Elevator – Hydraulic Jack Packing Repair

The NTF Filter elevator is equipped with dual telescopic pistons. Upon inspection, it was found that the hydraulic seals have dried out, resulting in noticeable vibration and reduced ride quality. Our technician has made all possible adjustments to optimize performance; however, the packing seals are deteriorating and require replacement. This repair is recommended as a **proactive measure** to prevent a complete failure of the hydraulic system, which would result in an unplanned shutdown. Performing this work now allows for **scheduled downtime** and minimizes disruption to operations.

Elevator Communication Systems – Phone Replacement

The emergency phones in both elevators are currently non-functional. Based on our assessment, the internal boards appear to have failed, likely due to prolonged exposure to a harsh environment with elevated moisture and chemical presence. These conditions can accelerate wear and damage to electronic components compared to standard elevator environments. We recommend replacing the phones to restore emergency communication functionality and ensure compliance with safety standards.

Topic#1

Current elevator code ASME A17.3 requires an elevator to have a telephone that is connected to a central telephone exchange and if the existing installation does not meet the requirements of this code section, it shall be upgraded. According to this section, a two-way communication device must be provided that allows a person in the elevator to communicate with an authorized person 24 hours a day who can take appropriate action in an emergency.

At present, your elevator does not comply with these code requirements. Therefore, in the event of an entrapment, the occupants will have no way of communicating their emergency. For the safety of the riding public, this condition needs to be addressed immediately. We have attached a proposal for this safety issue, and ask that you review, sign, and return this proposal to KONE as soon as possible. Responsibility for correcting this life safety issue lies with you as the property manager/owner.

As the owner of this equipment, only you can take the necessary steps to address the safety concerns we have identified. We have attached a proposal to this safety letter and ask that you review, sign, and return to KONE as soon as possible, so we can begin the manufacturing process and schedule all labor to complete the quoted work.

While we are committed to partnering with you to provide continued safe operation of your vertical transportation equipment, we want you to understand our safety concerns with respect to this issue. If you have questions, we will gladly assist you in further understanding and addressing our concerns.

Very Truly Yours,

Marah Weinburger
Sales Executive
KONE Grand Rapids

cc: KONE Risk Management

KONE Opportunity#: 0017210111

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Page 1 of 5

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL



May 28, 2025

City Of Wyoming
PO BOX 905
WYOMING, 49509-0905

ATTN: Dan Kleinheksel

Re: Drinking Water Holland STF & NTF Packing and phones

KONE

Grand Rapids
5300 Clay Ave SW
Grand Rapids, MI 49548
Phone: 616-401-3664
Fax:
marah.weinburger@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the NTF FILTER PIPE 48653 & NW CORNER STF 48345 located at DRINKING WATER PLANT.

Provide (1) team and material to provide the scope of work listed below:

NTF FILTER PIPE 48653- new jack packing and check vavles

- Secure the elevator for pit work underneath the elevator
- Provide one (2) hydraulic elevator packing to fit your piston
- Disconnect the piston from the car and lower it to the pit for access.
- Dis-assemble the elevator jack assembly/ piston head to access internal and external packing and valves.
- Remove the old failed packing
- Install (1) new piston packing
- Remove old check telescopic valves on jack
- Install new check telescopic valves
- Clean the jack assembly head/ piston head
- Re-assemble the jack assembly head/ piston
- Re-connect the jack assembly/ piston head to the elevator
- Remove the pipe stands and return the elevator back into normal operations
- Cycle the elevator to verify the elevator is working properly
- Add hydraulic oil as needed to fill the system when complete
- Clean work area and demobilize
- All work will be performed during regular time hours



Benefits:

- Reduces unnecessary leaking of hydraulic fluid
- Improves leveling and reduces tripping hazard
- Increases safety and reduces your claims risk
- Improves ride quality by eliminating rough starts and stops
- Avoids unnecessary environmental contamination
- Reduces service interruptions and increases availability
- Improves tenant satisfaction
- Reduces operating expenses due to less service requests not covered under your maintenance agreement

Replace old worn jack packing with new packing. Gland will be removed and cleaned, and a new packing will be inserted.

NTF FILTER PIPE 48653 & NW CORNER STF 48345- new ADA phone

We will furnish and install an elevator emergency phone that meets current code requirements. This will be a hands-free device that enables communication between persons inside the elevator cab and a monitoring service. The phone will be mounted in a telephone box or surface mounted in the elevator cab. Upon activation by the "push-to-talk" button, it will be programmed to automatically dial a number outside the hoistway and, if there is no response, it may be programmed to automatically dial another number. The phone will allow two-way communication and a prerecorded voice message will be programmed to provide the monitoring service of the elevator location. The phone will contain an indicator lights that show the call is in progress and the call has been acknowledged. The phone will allow incoming calls. The phone will be wired from the elevator cab to the phone line terminated near the controller (provided by-others) through spare wires in the existing traveling cable. If the existing traveling cable has insufficient spares, a separate proposal will be provided to install an additional traveling cable.

Work By-Others

Purchaser must provide a dedicated touch-tone phone line terminated near the elevator controller in the machine room. Purchaser must provide a 24/7 monitored phone number to be programmed into the elevator phone. Alternately, Purchaser may separately contract with KONE to provide KONE Care Wireless Phone Monitoring Service.

Elevator Emergency Phone

An elevator emergency phone device provides, by code, a two-way communication from inside the elevator cab to an outside monitored line. Built-in, hands-free microphone and speaker, will activate by the push of a single button. KONE can also provide emergency phone monitoring as an option, that will call directly to the KONE Customer Care Center where trained agents provide immediate assistance.

Potential Benefits include:

- Creates a safer operating environment
- Complies with current code and the Americans with Disabilities Act (ADA)
- Peace of Mind – the ability to communicate with someone outside the elevator for assistance in the event of an entrapment



Price

Our total price to perform the above-mentioned work amounts to: \$17,843.14.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

Down Payment

The above quoted price is based on a \$8,922.00 down payment, due before the order will be processed. Once the proposal is signed and loaded into our system a down payment invoice will be issued. KONE reserves the right to delay ordering of material or commencing work until down payment is received. In the event the order is cancelled by the Customer, Customer shall reimburse KONE for all work performed and materials ordered as of the date of cancellation and Customer shall pay KONE a cancellation fee of 50% of the order value.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City Of Wyoming

Respectfully submitted by,
KONE Inc.

Marah J. Weinburger

(Signature)

Marah Weinburger, Sales Executive

(Print Name)

(Approved by) Authorized Representative

(Print Title)

(Title)

6.18.2025

Date

Date

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail *over* and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

KONE STANDARD BID CLARIFICATIONS FOR REPAIR

1. Any contract between the parties shall be subject to mutually agreeable terms and conditions.
2. The Proposal is made without regard to compliance with any special sourcing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this bid, KONE reserves the right to modify and/or withdraw its Proposal.
3. KONE's work does not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the Purchaser's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.
4. Invoices are submitted directly to Purchaser. Payments are due in accordance with the terms of KONE's proposal. The price does not include any special billing requirements. If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the agreement, KONE may stop work or suspend its services without penalty. Payment to KONE shall not be conditioned on any third party payments to Purchaser.
5. Notwithstanding anything to the contrary, KONE retains title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by KONE, including but not limited to spare parts, components, software, firmware, drawings, manuals, technical documentation or other technical. KONE retains exclusive title over any information collected by KONE via a remote monitoring system. The title in all spare parts and/or components removed from equipment by KONE passes to KONE upon their removal. Purchaser will not use software provided by KONE, except in connection with the use and operation of the equipment.
6. Notwithstanding any other provision to the contrary, KONE shall only defend, indemnify and hold Purchaser harmless for claims, damages, losses or expenses ("Claims") due to bodily injury, including death, or tangible property damage

(excluding loss of use) to the extent caused by KONE's negligent acts or omissions. KONE shall not defend, indemnify or hold Purchaser harmless for any other Claims.

7. KONE will not name any party as additional insured on its policies nor provide a waiver of subrogation. KONE will not provide loss runs or copies of its insurance policies. KONE will not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments.

8. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, liquidated, performance penalties or punitive damages of any kind or nature arising from or related to performance of the agreement, including without limitation, loss of profits, loss or inaccuracy of data, or loss of use damages.

9. A party is not liable for failure to perform its obligations if such failure results from any causes beyond a party's reasonable control.

10. Notwithstanding anything to the contrary, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate the agreement in its entirety upon written notice.

11. Notwithstanding anything to the contrary, KONE warrants the materials and workmanship for 90 days after completion.. The warranty is limited to the replacement or repair of the part itself, and excludes labor.

12. Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected.

RESOLUTION NO. _____

RESOLUTION APPROVING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH GREATER LEVEL LLC FOR SPECIAL EVENT AND
POLICE SERVICES FOR THE 2025 METRO CRUISE

WHEREAS:

1. Metro Cruise has been in operation in the City of Wyoming since 2008, bringing an estimated 50,000 attendees to 28th Street.
2. Metro Cruise provides free entertainment for Wyoming resident and businesses, including live music and cars shows, among other things. These free activities provide a tangible public good to our community.
3. The City of Wyoming recognizes the public value presented by this event and, through in-kind services provided via this agreement, seeks to support the event this year.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Council authorizes the City Manager to enter into an agreement with Great Level LLC to establish parameters for roles and responsibilities before, during and after the event.
2. City Council authorizes the waiver of special event permit fees and the assessment of \$12,000 flat fee for Public Safety in lieu of charging actual incurred costs.
3. The City Manager may approve addendums to this contract at his discretion.

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: July 21, 2025.

Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report
Contract
Letter

Resolution No. _____

Staff Report

Date: July 16, 2025
Subject: Metro Cruise Special Event Agreement
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended City Council authorize the City Manager to sign a special event agreement for the 2025 Metro Cruise event.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
 - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.
 - OBJECTIVE 1 – Cultivate signature community events

DISCUSSION:

The Metro Cruise has been held in the City of Wyoming since its inception in 2008 and has grown to become the City's largest annual event. In 2024, the event attracted an estimated 50,000 attendees to Rogers Plaza.

Historically, the Metro Cruise was organized by the Wyoming-Kentwood Chamber of Commerce. However, in March 2023, City staff were notified that the event had been sold several months earlier to Greater Level LLC, a private entity. This change in ownership was not previously communicated to the City.

Upon learning of the sale, the Interim City Manager notified the Mayor and City Council and directed staff to pursue reimbursement for City services provided in support of the event. In prior years, the City waived event-related fees based on the understanding that event proceeds would be reinvested in the local business community through the Chamber of Commerce.

Following a work session in January 2024 and a subsequent meeting with Mr. Simmons, the event organizer, in February 2024, an agreement was reached for the Metro Cruise to fully reimburse the City for Public Safety services over a four-year period. The agreed-upon reimbursement for 2025 was set at a flat rate of \$12,000.

Mr. Simmons has since requested a reduction in the 2025 payment to \$9,000. It is important to note that all other event organizers in the City are required to fully reimburse costs for Public Safety services.

The 2025 Metro Cruise is scheduled for August 23–24, with primary activities taking place at Rogers Plaza.

BUDGET IMPACT:

The \$12,000 event fee will partially reimburse Public Safety for services provided. In previous years, the cost of Public Safety services exceeded \$20,000.

Attachment(s):

Contract

Letter

CITY of WYOMING

METRO CRUISE SPECIAL EVENT AGREEMENT

This Special Event Agreement is made as of **July 21, 2025**, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905 ("**City**") and Greater Level, LLC, a Michigan limited liability company the registered business address of which is 753 Wilson Ave SW, Grandville, MI 49534, the mailing address of which is PO Box 501, Grandville, MI 49468, the e-mail address of which is metrocruiase@gmail.com, ("**Sponsor**"). Sponsor's contact person is Brandon Simmons whose cell/text number is 231.735.5179.

BACKGROUND

A. Sponsor wishes to hold and applied for approval with the application attached as **Exhibit A** (the "**Application**") of the 2025 28th Street Metro Cruise from 12:00 p.m. (noon), Friday, August 22, 2025 to 9:00 p.m., Saturday, August 23, 2025 (the "**Event**") in the Roger's Plaza shopping center parking lot at 950 28th St SW, Wyoming, Michigan ("**Location**") and other Wyoming locations as depicted on the event layout plan attached as **Exhibit B** ("**Event Layout**").

B. The Event will require City supplies listed on ("**City Supplies**") and services from City ("**City Services**") described in the attached **Exhibit C**.

C. City police services will be in accordance with the Public Safety Services Contract attached as **Exhibit F** ("**Public Safety Contract**").

TERMS AND CONDITIONS

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

1. Event Approval. City approves the Event with the Event Layout at the Location during the dates and times stated in paragraph A above.

A. The Event will comply with the following limitations on the dates and times of certain activities:

1. Friday night, August 22, 2025:

- a. All Event music must cease at 9:00 p.m.
- b. All food and other sale lines will be cut-off at 8:30 p.m.. All food sales will cease at 9:00 p.m.
- c. Staff and volunteers shall begin disbursing all participants, patrons and other attendees at 9:00 p.m.
- d. Unless waived by the City's Public Safety Department, the Event Area shall be cleared of all participants, patrons and other attendees no later than 9:30 p.m.

2. Saturday, August 23, 2025.

- a. No food or other sales shall begin before 11:00 a.m.
- b. Event music shall not start before 11:00 a.m. and must cease no later than 9:00 p.m.
- c. All food and other sale lines will be cut-off at 8:30 p.m.. All food sales will cease at 9:00 p.m.
- d. Staff and volunteers shall begin disbursing all participants, patrons and other attendees at 9:00 p.m.
- e. Unless waived by the City's Public Safety Department, the Event Area shall be cleared of all participants, patrons and other attendees no later than 9:30 p.m.

3. Event staff, volunteers and contracted personnel may arrive the day of before and remain on the day of after the times required above for the purposes of set-up and preparation, clean-up, take-down, security, and, on Friday night, resupply. Nothing shall be set up before Wednesday, August 20, 2025 and all areas shall be returned to their original condition by August 25, 2025.

4. A failure to comply with this schedule will result in additional City costs such as additional City Police and other City overtime. Therefore, if the Event fails to comply with these time requirements, City will invoice Sponsor for and Sponsor agrees to pay all costs, City incurs due to the failure to comply with these time requirements.

B. The Event may deviate from the following City requirements during the dates and times detailed below:

1. Amplified sound will be allowed only as detailed on the attached Layout, Security, Emergency Plans.
2. No other variances from City ordinances have been requested or granted.

C. The Event will comply with the Severe Weather and Other Emergency Plan attached as **Exhibit D**.

2. City Support. City will support the Event with City Supplies and City Services provided as detailed in **Exhibit C**. Sponsor is responsible for the care and return of any City Supplies.

3. Special Conditions.

A. The Event must comply with the following conditions:

1. Event organizer will present positive messaging around safety for event attendees, specifically noting burnouts are prohibited. Consistent signage must be posted regarding Event hours and prohibited burnouts.

Messaging to Event participants and patrons should, when practical, state that burnouts, wheelies, and other hazardous driving activities are prohibited. Event schedules, including the time requirements in subsection 1.A above must be accurately reflected in all Event promotional materials and in all communications with Event staff, volunteers, vendors, participants, patrons, and other attendees.

2. Key Event personnel shall be identified to City Police before the Event and text, cellphone and e-mail contact information must be provided with that identification. Event personnel and volunteers shall wear shirts identifying them as such at all times they are "on duty."

3. Any 28th St SW lane closures will require MDOT permits, copies of which must be provided to City's Police Department.

4. The Sponsor shall post signage or provide direction that only "street licensed" vehicles shall be driven on public road ways.

5. Emergency vehicle access must be maintained at all times. Sponsor and Key Event Personnel will work with the City Police to ensure traffic on area streets is flowing sufficiently that emergency access to the Location, any other Wyoming Event locations, and area businesses and residences is not unreasonably impaired or impeded.

6. Must maintain fire access to the buildings at the Location and a drive path throughout the Location.

7. All food trucks must have a current Wyoming Food Truck license and an inspection with a fire department in the Food Truck Area Consortium. Inspection forms must be submitted to the fire department a minimum 20 days prior to the event. If food trucks do not have current inspection, one must be obtained 20 days prior to event. Must follow all food truck rules/set-up, distance from each other, etc. City will provide information sheets. City Fire personnel will be on site on the Friday of set-up.

8. Metal trash cans are required in cooking areas.

9. Fire extinguishers located minimum 50' from food trucks.

10. No propane/cooking fuels shall be stored within 20' of cooking areas.

11. Any use of extension cords shall comply with the National Electrical Code, including section 525.23.

12. Exit doors/egress paths from buildings cannot be blocked, narrowed or otherwise impeded.

13. Sufficient dumpsters must be provided and emptied as necessary to ensure all refuse can be placed in dumpsters throughout the duration of the event.

14. Sponsor shall coordinate with City Police and Fire personnel in the planning and throughout the event.

Either Brandon Simmons or the person designated below to act on Sponsor's behalf if Brandon is unavailable shall be available to City's Police and Fire personnel by cell phone and text from 8:00 a.m. Friday, August 23, 2024 through 11:59 p.m., Saturday, August 24, 2024.

Cell phone calls from City Police or Fire personnel shall be answered immediately whenever possible.

Voice messages from City Police or Fire personnel or from Sponsor shall be promptly responded to unless more time is allowed in the voice message (e.g., stating "get back to me when convenient") or extenuating circumstances exist.

Unless the text otherwise indicates (e.g., "respond when convenient") or extenuating circumstances exist, a text message from City Police or Fire personnel or from Sponsor shall require immediate response by a cell phone call to the number indicated in the text message.

Brandon Simmons' designee is: Roger Brands

That person's title or position with the Sponsor is: Security Director

That person's cell phone/text number is: 616-318-6043

15. The Sponsor must provide a security team with communication capabilities at all Event locations in Wyoming. The Event security team must coordinate with City Police and Fire personnel.

16. If directed by City Police Command staff, adjustments will be made to Event procedures, processes, practices, and schedules to address City public safety concerns. Without limiting their discretion to give such direction and for explanation, City Police Command Staff will normally do so only when in their judgment it is reasonably necessary or prudent to (i) protect the health, safety or welfare of the Event staff, volunteers, participants, patrons, or other individuals, (ii) to prevent damage to property, or (iii) to ensure compliance with applicable laws, rules, or regulations.

17. Parking on City property will be limited to the areas and times designated in the Event Layout Plan. Event parking on private property shall occur only with the express permission of the property owner or the property owner's designee (e.g., often a tenant).

18. No vehicles shall be parked within any areas between public sidewalks and curbs or within any clear vision areas near driveways and intersections.

19. No Event vendors shall place tents or signs, or sell any goods within any areas between public sidewalks and curbs or within any clear vision areas near driveways and intersections.

B. In addition, the Event, Sponsor and all participants must comply with:

1. The terms and conditions in this agreement;
2. All applicable federal, state and local laws, ordinances, rules, regulations, and requirements of any permits or other approvals;
3. Any printed use directions, instructions or other information located on or provided with City Supplies;
4. Any direction or instruction of City staff assigned to liaison with Sponsor, or providing the City Supplies; and
5. Any direction from City public safety officers.
6. The Public Safety Services Terms and Conditions attached at Exhibit F.

4. Fees and Charges.

A. The Event Fee of \$12,000.00 must be paid in full not later than 4:00 p.m on August 14, 2025.

B. City will invoice Sponsor for any additional charges and fees and payment will be due within 30 days of the invoice date. Charges and fees unpaid when due will bear interest at the rate of 1.0% per month or part of a month that it remains unpaid after the due date. Such charges may be assessed for damage caused by the Sponsor due to the Event and may include any costs City incurs to clean up the Location, repair or replace damaged City Supplies or other City property that was supplied by the City for the Event. It will include all costs incurred by City, including any personnel costs.

5. Risk Allocation and Insurance.

A. Sponsor is solely responsible for the Event, including (i) all event planning and oversight, (ii) all activities occurring during or as part of the Event, (iii) Event operation, (iv) the conduct of Sponsors personnel and agents, and (v) the conduct of all Event participants. City is not a sponsor of, does not endorse, is not a planner of, and is in no way responsible for the any part of the Event. City has made no representation as to the suitability or fitness of the Location, City Services, or City Supplies for the Event.

B. If City property is used during or as part of the Event, such use can involve personal risks of injury, property damage, and exposure to or contracting illness. The most diligent efforts cannot eliminate such risks. City is not representing it has minimized or will minimize risks of use of the City property. Accordingly, those using City property do so at their own risk.

C. City is not and will not be responsible or liable for injuries, property damage or other loss suffered or experienced by Sponsor or those attending or participating in the Event.

D. If Sponsor uses permission slips or liability waivers for those attending or otherwise participating in Event, City and City's officers, employees, volunteers and other agents must be included among those listed for waiver or indemnification in those permission slips or liability waivers.

E. Sponsor holds City (including, for purposes of this provision, City's officers, employees, volunteers and other agents) harmless from, indemnifies it for, and must defend it against claims, demands, lawsuits, administrative actions, judgments, awards, or other losses suffered or experienced by (i) Sponsor, (ii) Sponsor's officers, employees or volunteers, (iii) Sponsor's other agents, (iv) those attending or otherwise participating in the Event, or (v) any others during or as a result of the Event except to the extent caused solely by the negligence or wrongdoing of City or City's personnel.

F. **Not later than August 14, 2025**, Sponsor must provide City's Special Events Coordinator a certificate of commercial general liability insurance in minimum coverage amounts of \$2,000,000 of liability per person per incident and \$5,000,000 of aggregate coverage that names City and City's officers, employees, volunteers and other agents as insureds or additional insureds. It must provide that such coverage is primary, and any insurance carried by City is secondary or additional. If requested, Sponsor must also provide copies of endorsements and policies showing such coverage.

8. Remedies.

A. **Deadlines in this agreement are of its essence. Sponsor's failure to comply with a deadline in this agreement may result in City's termination of this agreement.**

B. **Any other failure to comply with this agreement may also result in its termination.**

C. **If this agreement is terminated, approval of the Event is rescinded and the Event must immediately end.**

9. Respect for Persons. City is committed to courtesy, respect, equity, fairness, impartiality, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors others engage in using City property, City facilities, City supplies, or City Services. Sponsor, and all individuals and other persons participating in the Event at Sponsor's behest or on Sponsor's behalf, must treat all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, sexual orientation, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law.

10. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It may be modified only in writing signed by both parties and will not be affected by any course of dealing. Waiver of a breach will not waive a subsequent breach of the same or another provision. Captions are for reference only and will not affect the agreement's interpretation. But the background is an integral part of this agreement.

B. This agreement was made in Kent County, Michigan and the rights and obligations of the parties under this Contract will be governed by, and construed and interpreted in accordance with, Michigan law.

C. Except as prohibited by law, jurisdiction and venue for actions related to this agreement is solely in state courts in Kent County, Michigan, and the prevailing party will, in addition to any other remedy, be entitled to recover costs, including, for example, filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain, or defend the action from first accrual or first notice through all appellate and collection proceedings.

D. No individuals or entities other than the parties are intended to be beneficiaries of this agreement.

E. Reference to a City representative or City staff by title includes the person's designees and superiors.

F. The Exhibits are all incorporated into this agreement.

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

CITY OF WYOMING

GREATER LEVEL, LLC

By: _____
John Shay, City Manager

By: 
Brandon Simmons, Member

Date signed: July __, 2025

Date signed: July 16, 2025

Approved as to form:



Heather Chapman, Deputy City Attorney

Exhibit A – Special Event Application

Exhibit B – Event Layout Drawing

Exhibit C – Descriptions of City Supplies and City Services

Exhibit D – Severe Weather and Emergency Plan

Exhibit E – Special Highway Use Permit

Exhibit F – Public Safety Services Terms and Conditions

EXHIBIT A
SPECIAL EVENT APPLICATION

Special Event Application

COMPLETE

#70

Please complete all questions with as much information as possible.

CREATED



PUBLIC

Jun 2nd 2025, 11:06:08 am

IP ADDRESS



68.56.158.89

* Applicant's Name

Brandon Simmons

Organization Name (If applicable)

28th Street Metro Cruise

* Type of Organization

LLC

* Mailing Address

PO BOX 501

Wyoming

MI

49468

United States

* Applicant's Phone Number

2317355179

* Applicant's email

metrocruise@gmail.com

* Contact Name During the Event

Brandon Simmons

* Contact Phone Number During the Event

6165702120

* Special Event Title/Name:

28th Street Metro Cruise

* Select Special Event Type:

Festival

*** This event will be held on:**

Private Property

Event Location

972 28th Street SW

Grand Rapids

MI

49534

United States

If event is for a Block Party, include the section/cross streets that you will/would need blocked from traffic. Example: Sentinel from Chalet Lane to Pinnacle

(No response)

*** Event Description (Please provide as many details as possible)**

2-day celebration of cars, food, and community in the heart of Wyoming's DDA. Static car display, live music, kids events, other stage events, and more, all in the Rogers Plaza mall parking lot.

*** Are you seeking City of Wyoming co-sponsorship?**

Yes

*** Event start date**

2025-08-22

*** Event start time**

14:00:00

*** Event end date**

2025-08-23

*** Event end time**

21:00:00

*** Is this a multi-day event?**

Yes

*** Was this Special Event held last year?**

Yes

If yes, what date and location was the event held last year?

August 23-24, Rogers Plaza.

Previous year's attendance (if applicable)?

30000

*** Is there an admission fee?**

No

*** What is the method of admittance (tickets, wristband, fee)?**

None

*** What is the anticipated attendance (if multi-day event, please give daily attendance expected)?**

15000

*** Will there be food and beverage at the event?**

Yes

If you will be having food and beverage sales, who will be the vendor?

25+ vendors

*** Will there be alcohol at the event?**

No

If yes, who will be the distributor?

(No response)

*** Will there be retail sales at the event?**

Yes

*** Will amplification of music or speakers be used?**

Yes

*** Will there be signage in the area for the event?**

Yes

If yes, please specify location(s) of all signage

Throughout Rogers Plaza, multiple sites.

*** Will you have any tents at the event?**

Yes

If yes, how many tents and how large (please put square foot for each tent)?

Number not yet determined, likely two 30'x60' tents, one 20'x40' tent.

*** Will there be any inflatables at your event?**

No

If yes, how many?

(No response)

*** Will you provide portable toilets at your event?**

Yes

If yes, how many?

50

*** Will you provide volunteer staff for safety and security?**

Yes

If yes, how many?

70

*** Will you request Public Safety personnel to be present? (fire, police, EMS)? *If you desire Public Safety presence at your event, please contact the Police Department at 616-257-9711 and/or the Fire Department at 616-530-7250***

No

*** Set Up Start Date**

2025-08-20

*** Set Up Start Time**

09:00:00

*** Tear Down Complete by Date**

2025-08-24

*** Tear Down Completed by Time**

13:00:00

*** Will you have a stage at the event?**

Yes, we will provide our own stage

*** Will you need access to an electrical outlet?**

No

*** Will you need access to water?**

No water access needed

Petition for Temporary Street Closure/Block Party Event: The City of Wyoming requires signatures from all affected residents/businesses both on and adjacent to a proposed street closure. Signatures and addresses will be cross-checked with the completed map prior to final approval. If any effected residents/businesses cannot sign the petition, indicate the address and reason(s) below (i.e. resident on vacation, unable to connect with resident, disapproves of street closure, etc.)

Closure Start Date

(No response)

Closure Start Time

(No response)

Closure End Date

(No response)

Closure End Time

(No response)

Street Name(s) to be closed

(No response)

The purpose of the street closure is:

(No response)

*** Attach event site plan/map (include all activity areas, queue patterns, entrances & exits, inflatables, equipment, parking, stages, tents, etc.)**

venue_map_rogers_program.pdf

*** Attach event severe weather and emergency plan(include: a designated person to monitor weather conditions and medical/safety emergencies, communication plan to notify participants of severe weather or an emergency situation, protective areas in case of severe weather, etc.)**

lost_child_weather_policy_metro_cruise_2023.docx

Attach written permission from Property Owner for the event (If the property owner is not operating the special event, please attach written consent from the property owner to the City of Wyoming pursuant to the property owner allowing the special event to take place on the property)

*** I affirm I have the legal authority to submit this Special Event Application on behalf of the organization/agency. I understand and will abide by the terms and requests of a subsequent Special Event Agreement/Release of Liability and the responsibilities included therein. I also understand that the failure to adhere to these responsibilities could result in the termination of this Application and/or subsequent Agreement/Release of Liability and financial adjustments being made accordingly.**

Please check the box to affirm you've read the above statement and that it is true of your application

*** Signature**

Brandon Simmons

*** Date**

2025-06-02

EXHIBIT B
EVENT LAYOUT PLAN

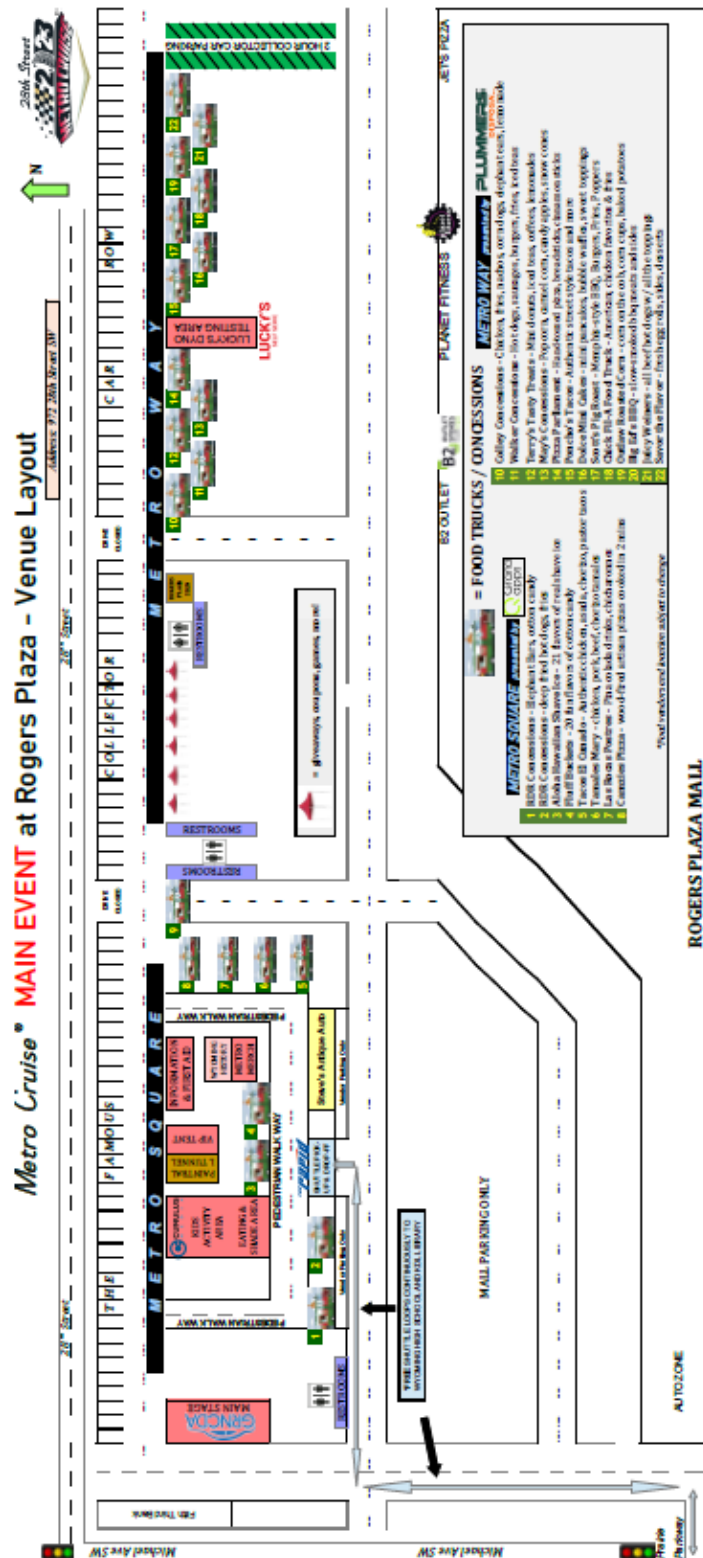


EXHIBIT C
CITY SUPPLIES AND SERVICES FOR EVENT

City Supplies

Barriacdes will be provided.

The City's bleachers will be provided pursuant to the application for them, i.e., to be delivered to the Event Venue after 10:00 a.m., Thursday, August 21, 2025, and picked up from the Event Venue anytime after the Event ends.

City Services

City services include those provided in this Agreement and in the Public Safety Services Terms and Conditions attached as Exhibit F.

EXHIBIT D
SEVERE WEATHER AND EMERGENCY PLAN

All outdoor events must have a severe weather and emergency plan to evacuate the premises or move persons to a safe location in case of a severe storm or other emergencies.

SEVERE WEATHER POLICY

During the event of severe weather, all volunteers, participants, and vendors are to seek shelter in a safe enclosed structure. All Metro Cruise® activities will be suspended if any of the following occur:

- When lightning is within a 6-mile radius of Rogers Plaza or Woodland Mall
- City of Wyoming/Kentwood warning sirens are used or an emergency air horn is sounded
- Metro Cruise organizers identify an approaching strong storm

The event and activities may resume thirty minutes following the last flash of lightning per the NWS warning system or lightning detection equipment.

The suspension, cancellation, and resumption of Metro Cruise® will be announced from the Metro-Main Stage at Rogers Plaza, the Metro Cruise® Facebook page, and on WLAV 96.9 FM. In an effort to host all of our scheduled activities, we will attempt to delay events rather than cancel a missed event due to weather.

For the most up-to-date event information, please check the Facebook home page [f / metrocruise](https://www.facebook.com/metrocruise).

LOST CHILD OR VULNERABLE ADULTS

If you are at the Rogers Plaza OR Woodland Mall Main Event sites, and you become separated from your child, parent, or vulnerable adult, please proceed to the Metro Cruise® Information tent (Red & White Canopy tent), First Aid & Security tents, or find a Security or Official member.

EXHIBIT E
SPECIAL HIGHWAY USE PERMIT



City of Wyoming
TRAFFIC DEPARTMENT
SPECIAL HIGHWAY USE PERMIT

Permit No: 2042
Permit Fee: \$0.00

2660 Burlingame Ave SW
Wyoming, MI 49509
Phone: 616-530-7263
Fax: 616-249-3487
tra_info@wyomingmi.gov

Street Closure

Date: 6/26/2025
Account No: 202-483.000

Applicant:	Brandon Simmons	Organization:	28th Street Metro Cruise
Street:	P.O. Box 501	Phone:	231-735-5179
City:	Grandville	Fax:	
State:	MI	Zip:	49468

Applicant's signature: per Special Event Agreement

Event Type: ☐ Block Party
☐ Graduation
Other: Metro Cruise

Event Date: 8/22/2025	Start Time: 10:00 a.m.	End Time: 10:00 p.m.
-----------------------	------------------------	----------------------

Location:

Street closure for special event at Rogers Plaza:
Michael Ave. (28th St. to 28 West Place)
email: metrocruise@gmail.com

Special Requirements:

Traffic Dept. staff to prep signs, cones, and barricades for event setup on Thur. Aug. 21. Street closure to be set up beginning at 10:00 a.m. on Fri. Aug. 22 through Sat. Aug. 23, 10:00 p.m.

Additional cones will be provided for Public Safety Department's use to block 28th St. EB right-turn lane & WB left-turn lane at Michael Ave. during the event. Closure may be removed temporarily if warranted by traffic conditions.

MDOT permit for the lane closure on 28th St. is required.

Approved by: B. M. S.

Date: 6/30/2025

EXHIBIT F

PUBLIC SAFETY SERVICES TERMS AND CONDITIONS

BACKGROUND

- A. Sponsor intends to host its annual Metro Cruise event in the City (the "Site") from **August 22, 2025**, through **August 23, 2025** (the **Event**), in accordance with the 2024 Metro Cruise Special Event Agreement between the City and the Sponsor dated as of **July 21, 2025** (the **Agreement**).
- B. Sponsor expects to draw many vendors, participants, patrons, Event staff and volunteers, and other attendees to the Event during the hours specified in the Agreement.
- C. While it has its own security team, Sponsor, as part of an overall cooperative effort agree that presence of police and fire personnel during and immediately following the Event's hours on Friday and Saturday will help ensure the safety of Event staff, volunteers, participants, patrons, the general public an during the Event.

TERMS AND CONDITIONS

1. Assignment.

- A. City will provide a public safety presence at the Event generally anticipated to be as follows:
1. Approximately 46 city Police personnel providing a total of 46 hours of services with 20 assigned officers on Friday, 11 assigned officers on Saturday morning, and 15 assigned officers on Saturday afternoon and evening. The estimated total cost to the City to provide the assigned police personnel is between \$25,000 and \$28,000.
 2. City Fire personnel will staff two fire prevention staff to monitor food trucks throughout the event and assist with set-up and event shutdown for approximately 55 hours total.
 3. City estimates approximately 400 hours of mutual aid will also be provided by law enforcement personnel from other area jurisdictions.
- B. City's personnel will be selected, assigned and deployed by City at the Event in accordance with these Terms and Conditions, City policies and practices, and as provided in the Agreement.
- C. This Contract provides for City Public Safety personnel (and anticipated mutual aid law enforcement personnel) presence, not any special or enhanced duties or services. Assigned officers will be under normal City Public Safety Department command and will act in accordance with City Public Safety Department policies, procedures and protocols. Event personnel shall have no ability to direct the assigned police officers. Company personnel may make requests of the assigned officers who will respond to those requests in accordance with City Public Safety Department direction, policies, procedures and protocols. If Event personnel believe different actions or responses are appropriate, Event personnel may direct any such concerns to City Public Safety Department command personnel.
- D. Except as Sponsor may otherwise allow or as otherwise provided by law or City policies and practices, assigned City personnel will generally remain outside the areas of the Event Venue that are open only to Sponsor's personnel and not to the general public.
- E. In accordance with its normal practice, City may assign other personnel to duties related to the Event.
- F. If, in City Public Safety Department command personnel's sole discretion, a situation away from the Event Venue requires a Public Safety response, City Public Safety Department command personnel may dispatch City personnel assigned to the Event to that other situation until, in the sole discretion of City Public Safety Department command personnel, the other situation has been addressed in a manner that those personnel (or replacement personnel) can be returned to the Event to resume the services provided in these Terms and Conditions. If such a circumstance occurs, the assigned officers will notify Event personnel that they are leaving, and the Sponsor will be provided a direct contact number for City Public Safety Department command personnel on duty that time.
- G. It is intended the City personnel assigned to perform services under these Terms and Conditions will interact with Event personnel, participants, patrons and the general public in a manner similar to that in which such City personnel would interact during similar events and assignments. Similarly, it is intended that the Sponsor and Sponsor's personnel will interact with the assigned City personnel in a manner similar to that of other businesses, organizations, events and individuals interacting with City personnel in similar situations.
- H. Nothing in the Agreement or these Terms and Conditions shall limit the lawful authority of or the lawful exercise of that authority by City or any City personnel.
2. Payment. Sponsor will pay City as provided in the Agreement.

3. Responsibility for Personnel. City and Sponsor will be solely responsible for the statements, acts, and omissions of their respective personnel. Neither party shall be responsible for the statements, acts and omissions of the other party's personnel. Neither party shall be responsible to insure the other party or the other party's personnel.

Metro Cruise®

Address: PO Box 501, Grandville, MI 49468

Email: metrocruise@gmail.com

Phone: 616-570-2120



ATTN: Wyoming City Council

RE: Metro Cruise Main Event in Wyoming

The *Metro Cruise®* organization would like to request a minor reduction of the fee to operate the 2025 *Metro Cruise®* Main Event at Rogers Plaza. Per our non-contracted discussion from 2023, the estimated fee for this year's event would be \$12,000. We are asking for that to be reduced to \$9,000.

Likely known by all of you, the *Metro Cruise®* is a completely free event with a very strong community focus. We continue to offer numerous forms of entertainment to thousands of attendees – the majority of which are Wyoming residents. All parking lots, shuttle service courtesy of the Rapid, event entry, live music from 9 local bands, a kid's entertainment tent, a kids and adult scavenger hunt, and giveaways of hundreds of dollars in area gift cards ALL continue to be offered free of charge at our event.

The request for additional support is two-fold – lack in increased sponsorships, and the rise in event costs. Though we put more efforts into fundraising, our projected income will be at or near the level we generated last year. Even more impactful is the rising cost to put on events, notably insurance and rentals. For reference, in 2022 our event insurance was \$872, and for the 2024 event it skyrocketed to \$8,025. Any small increases we have had in sponsorships have been needed to meet rising costs such as this.

Thanks again for your past and previous support of this big community-building event. Your support helps us celebrate this, the 20th anniversary year of *Metro Cruise®* while preserving our future.

Best Regards,

Brandon Simmons

Metro Cruise® Event Manager

Cell: 231-735-5179

28th Street *Metro Cruise®*

Office: 616-570-2120

Email: metrocruise@gmail.com

Address: PO Box 501, Grandville, MI 49468

Connect with us!

metrocruise.org | facebook.com/28thstreetmetrocrui | instagram.com/metrocruise | snapchat.com/add/metrocruise | tiktok.com/@metrocruise

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR DEMOLITION SERVICES AT
1708 JUDD AVE. SW

WHEREAS:

1. As detailed in the attached staff report, bids were accepted for demolition services of an inground pool at the abandoned property located at 1708 Judd Ave. SW.
2. It is recommended City Council accept the bid from Pitsch Companies in the total estimated amount of \$8,800.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for demolition services located at 1708 Judd Ave. SW to Pitsch Companies.
2. City Council authorizes the City Manager to sign the agreement.

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: July 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Default Judgement
Bid/Proposal

Resolution No. _____

STAFF REPORT

Date: July 15, 2025

Subject: Demolition of Inground Pool Located at 1708 Judd Ave SW

From: Lew Manley, Inspections Supervisor

CC: Nicole Hofert, Director of Community and Economic Development

Meeting Date: July 21, 2025

RECOMMENDATION

It is recommended that the City Council approve the contract for the demolition of inground pool located at 1708 Judd Ave SW.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 2 – Safety

DISCUSSION

The home is posted as an abandoned structure and the inground pool has been neglected for many years. The drain in the pool is not functioning therefore the pool continues to fill every time we have a rain or snow event. With no maintenance on the pool water, it is full of algae and is the host to mosquitoes and potentially other bacteria. The city has had the pool pumped several times and has recovered the carcasses of two dogs. We feel that it is imperative to demolish this pool for the safety and welfare of children or other animals that may inadvertently fall in.

Demolition of inground pool located at 1708 Judd Ave SW

<u>Bidder</u>	<u>Bid Amount</u>
Pitsch Companies	\$ 8,800
Able Construction	\$ 9,750
Dille Construction	\$ 9,490

It is recommended that the low bidder, Pitsch Companies, be offered the contract for the demolition of inground pool located at 1708 Judd Ave SW. Pitsch Companies meets all bid requirements.

The work will be scheduled upon signing of the contract.

BUDGET IMPACT

Adequate funds are available in the Housing Demolition fund 249-371-37210-937.100

ATTACHMENTS

Bid Tab – Inground pool demolition at 1708 Judd Ave SW

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:

Pitsch Companies
[Name of contracting entity]
A Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
675 Richmond St NW
[Contractor's street address]
Grand Rapids, MI 49504
[Contractor's city, state & zip]

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

Effective Date means: 2025. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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: Eugene Gutting
[Signature officer, director, or principal of Contractor]
Eugene Gutting, P.E., PM
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 7/16, 2025

Approved as to form:

Heather Chapman
Heather Chapman, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

**BID AND PROPOSAL
COMMUNITY DEVELOPMENT
WYOMING, MICHIGAN**

Contractor:

Job Site: 1708 JUDD AVE SW
Wyoming, MI 49509

BIDDING INFORMATION:

* Bid Deadline: *
* *
* Tuesday, JULY 15th, 2025 *
* *
* Time: 11:00 AM *

Submit bids to:

City Clerk's Office
City of Wyoming
1155-28th Street SW
PO Box 905
Wyoming, MI 49509-0905

Complete and submit the following: Include in lower left hand corner of sealed envelope:

- | | |
|---------------------|---------------------------------------|
| 1. Bid and Proposal | 1. The words "Residential Rehab Work" |
| 2. Work Write-Up | 2. Job Site Address |
| 3. Drawings, if any | 3. Bid Deadline Date |

BID AND PROPOSAL:

The undersigned proposes to perform the subject work in strict accordance with the agreement documents within the time limits stated and at the prices stated below.

The undersigned has provided separate cost figures for each line item of group of similar line items listed in the attached Work Write-Up.

The undersigned has studied and thoroughly understands the standard agreement document, this bid and proposal, the specifications contained in the attached Work Write-Up and the attached drawings, if any.

The undersigned has inspected the proposed work at the subject site and states that, to the best of his/her knowledge, the documents are complete and complementary for the completion of the proposed work.

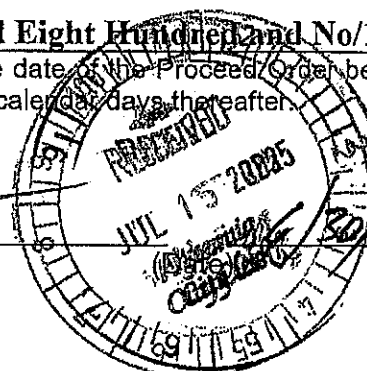
The undersigned proposes to provide all labor, supervision, equipment, materials, and incidental expenses required to accomplish all of the work described in the attached Work Write-Up, and attached drawings, if any, for the sum of:

\$ 8,800.00 (Eight Thousand Eight Hundred and No/100 Dollars)

and further states that the undersigned shall within 10 days from the date of the Proceed Order begin actual performance of work and that all work shall be completed within sixty calendar days thereafter.

Pitsch Companies
(Company Name)

[Signature]
(Signature)



DEMOLITION WORK WRITE-UP
COMMUNITY DEVELOPMENT

CD-11D
Page 1 of 3

Name: VACANT

Address: 1708 JUDD AVE SW

Phone: VACANT

Date: 6/16/2025

DEMOLITION AND/OR REMOVAL SPECIFICATIONS

1. Prior to starting any work, the Contractor shall provide copies of a proper valid State license and adequate liability insurance for the subject work.
2. Prior to starting any work, the Contractor shall contact the following:
 - a. MISS DIG: 1-800-482-7171
 - b. Wyoming Engineering Department, for location of water and sewer lines and proper City street barricade procedures: 530-7254
3. Prior to starting any work, the Contractor shall obtain a demolition permit through the City Inspections Office.
4. The Contractor shall have salvage rights on all materials on the site.
5. The Contractor shall furnish all labor, equipment, materials, insurance and permits required to demolish and/or remove the items as specified on the attached site plan from the subject address above.
6. All work shall be performed in compliance with all City Codes and the "City of Wyoming - Standard Construction Specification Manual".
7. The Contractor shall backfill and properly compact any excavated areas with suitable materials to surrounding grade.
8. The demolition shall be completed within 40 days of issuance of a purchase order for said project. Liquidated damages in the amount of \$50.00 per day will be assessed against the final payment in the event the project is not completed within the aforementioned 40 day period.
9. The successful bidder shall promptly replace or restore, as the City may determine, any settled soil and damaged improvements which may appear during the one year period subsequent to the date of acceptance. The date of acceptance shall coincide with the date of final payment.

Owner:

Date:

Contractor: Pitsch Companies

Date: 6/30/2025

City Agent:

Date:

DEMOLITION WORK WRITE-UP
COMMUNITY DEVELOPMENT

CD-11D
Page 2 of 3

Name: VACANT

Address: 1708 JUDD AVE SW

Phone: VACANT

Date: 6/16/2025

UTILITY DISCONNECTIONS

The following utility services must be disconnected and removed in connection with this demolition project: (See the proper steps to be taken below.)

Demolition Contractor:

<input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> City Water
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> City Sewer (Inspection must be made)
<input type="checkbox"/> Telephone	<input type="checkbox"/> Storm Sewer
<input type="checkbox"/> Cable Television	

1. The property owner/demolition contractor shall be responsible for the disconnection and removal of any above indicated services by coordinating with the following:

-Consumers Energy (Electric): 1-800-477-5050
-AT&T (Phone): 1-800-515-7272
-DTE Energy (Gas): 1-800-477-4747
-COMCAST (TV Cable): 1-888-266-2278
-Wyoming Water Department: 530-7389

2. The demolition contractor shall be responsible for the locating, cutting and capping of any above indicated water, sewer and storm hook-ups at the front property line by coordinating with the following:

-Miss Dig: 1-800-482-7171
-Wyoming Engineering Department: 530-7254
-Wyoming Building Inspections Office: 530-7285

- A. A plumbing permit by a licensed plumber is required.
B. The City Plumbing Inspector must inspect the cutting and capping of water, sewer and storm hook-ups. A one (1) day prior notice is requested.

Owner:

Date:

Contractor: Pitsch Companies

Date: 6/30/2025

City Agent:

Date:

DEMOLITION WORK WRITE-UP
COMMUNITY DEVELOPMENT

CD-11D
Page 3 of 3

Name: VACANT

Address: 1708 JUDD AVE SW

Phone: VACANT

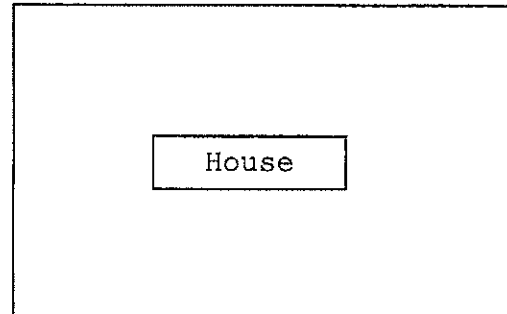
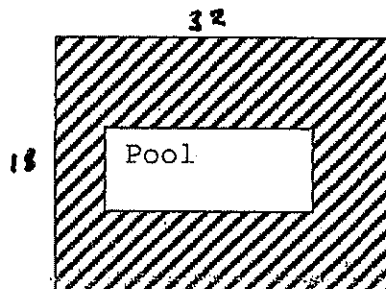
Date: 6/16/2025

Remove and dispose of Pool, slide & contents. Fill and level to surrounding grade.

Call Devin (616)530-7290 with any questions.

COMMUNITY DEVELOPMENT
Wyoming, Michigan

NORTH
(No scale)



Owner:

Date:

Contractor: Pitsch Companies

Date:

City Agent:

Date:

A handwritten signature in black ink, likely of the City Agent, written over the signature line.

6/30/2025

FILED
11/19/24
62-A DISTRICT COURT
CLERK

**STATE OF MICHIGAN
62-A DISTRICT COURT
2650 De Hoop Ave SW, Wyoming, MI 49509 – (616) 257-9814**

People of the City of Wyoming,

Plaintiff

v

CHARLES R CARSON

Defendant.

Case No. MC10372

Hon. _____

District Judge/Magistrate

Default Judgement

At a session of the court held in the
62-A District Court Building, Wyoming,
Michigan,

on _____, 2024

Present: Hon. _____

District Judge/Magistrate

A default judgement has been entered in this case pursuant to Pursuant to MCL 600.8723. In accordance with the court's authority, under MCL 600.8302 and 600.8727, in addition to the fines, fees and other penalties already assessed, the Court further authorizes Plaintiff, and its agents and employees, to take the following actions to enforce the ordinance:

Enter onto property at 1708 JUDD AVE SW and remedy the unsafe conditions through demolition or repair in accordance with sections 109.6, 111.9 and 304.11 of the Property Maintenance Code and any additional actions as are reasonably necessary to bring the property into compliance for the cited violation that resulted in this default judgement.

Dated 11/19/24



[Signature]
District Judge/Magistrate

NOTICE: Plaintiff/City may charge enforcement fees separate from the fines and fees assessed by the Court in accordance with the following fee schedule: 1st offense \$150% of costs incurred by the City, 2nd offense 200% of the costs incurred by the City, 3rd offense 300% of the costs incurred by the City. Subsequent offenses may be charged the greater of 300% of the costs incurred by the City plus an additional \$1,000 for each offense.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Fire Turnout Gear	MES Service Co. LLC	Bid prices as shown in the attached staff report.
Residuals Hauling and Disposal	Ottawa County Farms Landfill	Bid prices as shown in the attached staff report.
Engineering Services for Generator Upgrade Project	Tetra Tech	\$159,908.00
Land and Resource Engineering	Integral Partners, LLC dba Land and Resource Engineering	\$12,920.00
62A District Court Garage Roof Replacement	Sherriff-Goslin Co.	\$116,340.00
Engineering, Design, and Project Oversight Services for the WWTP Primary Improvements	Fishbeck	\$93,880.00

2. City Council authorizes a contingency in the amount of \$8,000.00 for the 62A District Court Garage Roof Replacement.
3. City Council authorizes a contingency in the amount of \$10,000.00 for the Engineering, Design, and Project Oversight Services for the WWTP Primary Improvements.
4. 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: July 21, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: July 8, 2025

Subject: Fire Turnout Gear

From: Dennis Van Tassell, Fire Chief

CC: Kim Koster, Public Safety Chief
Kip Snyder, Deputy Public Safety Chief

Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended City Council accept the bid proposal for the firefighter turnout gear from MES Service Company LLC. This bid includes the purchase of eighteen sets within the next two years in the amount of \$62,430.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Safety
- Stewardship
 - Objective 1

DISCUSSION:

Turnout gear is an annual expense for the Wyoming Fire Department. On Tuesday, June 24, 2025, the City received six bids for firefighter turnout gear. Department personnel conducted an extensive examination of fire turnout gear that met functionality and budgetary criteria. A bid request was presented with specific needs related to the fire department. Forty-six registered bidders received invitations to bid, and fifteen bids were downloaded by prospective bidders.

Several criteria were used to reach this determination including cost, longevity of product use, quality of product, and order fulfillment time. The team of fire personnel that created the bid specs were clear on the requirements of the gear that was being requested to incorporate weight, heat release rates, drying ability, and wicking ability. Specifically, the required liner was a Synergy II 2 layer. All the factors contribute to the safety of the fire personnel wearing the equipment. MES Service Company LLC had the lowest bid that met all the specific criteria described in the bid.

MES Service Company LLC provides Morning Pride safety turnout gear equipment used for structural firefighting, vehicle accident scenes, and other various emergency operations. This equipment provided by MES complies with NFPA and MIOSHA Part 74 safety standards. Turnout gear is typically bought as a pair after a person is sized properly. The purchase of turnout gear is necessary to allow the continual replacement of outdated equipment and for the timely purchase of new gear as personnel are hired into the fire department. The department currently utilizes MES to provide this same turnout gear and there have been no issues with the quality of the product or the fulfillment time.

<div> <div>CITY OF</div> <div>WYOMING</div> </div>			
Tabulation of Bids			
2276 - Fire Fighter Turnout Gear			
Opened by the City Clerk on Tuesday, June 24, 2025			
Company	25-26	26-27	Total
Five Star Firefighting Solutions, LLC	\$ 28,401.30	\$ 29,825.91	\$ 58,227.21
Mac Queen	\$ 29,340.90	\$ 30,313.17	\$ 59,654.07
Allied Fire Sales and Service	\$ 30,330.00	\$ 31,846.00	\$ 62,176.00
MES Service Company, LLC	\$ 29,820.00	\$ 32,610.00	\$ 62,430.00
CSI Emergency Apparatus LLC	\$ 32,551.20	\$ 34,504.20	\$ 67,055.40
Galls, LLC	\$ 32,679.00	\$ 34,749.00	\$ 67,428.00

BUDGET IMPACT

The department will utilize funds from account 205-336-33900-744.001. It is anticipated that the department will purchase a total of eighteen sets of gear in FY 2026 and FY 2027.

CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.

CITY OF WYOMING

FIRE FIGHTER TURNOUT GEAR 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: MES Service Company, LLC
[Name of contracting entity]
A LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
12 Turnberry Lane, 2nd Floor
[Contractor's street address]
Sandy Hook, CT 06482
[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: 7/14, 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

Contractor: MES Life Safety

By: _____
John Shay, City Manager

By: Terry Elizondo
[Signature of officer, director, or principal of Contractor]
Terry Elizondo - West Michigan Sales Representative
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: _____, 20__

Date signed: 7/14, 2025

Approved as to form: _____
Approved as to form:

Greg Stremers, City Attorney

STAFF REPORT

Date: July 8, 2025
Subject: Drinking Water Plant Residuals Hauling and Disposal
From: David Munch, Utility Operations Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended that the City Council award the Drinking Water Plant residuals hauling and disposal contract to the lowest bidder, Ottawa County Farms Landfill, at the unit prices as listed on the included tabulation through July 18, 2028.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The City's drinking water treatment plant generates residuals that consists of solid matter found in the Lake Michigan source water. The treatment processes form and accumulate the solid material into a sludge that is dewatered and sent for disposal at a landfill. There is no significant land application value to the sludge, and it is required to be disposed of in a licensed sanitary landfill per State of Michigan EGLE requirements. It is estimated for the fiscal year 2026 that 2,000 tons will be generated.

On June 17, 2025, two bids were received for residuals hauling and disposal. A total of thirty-four prospective bidders downloaded the specifications. Both bids received are for a three-year duration.

TABULATION:

Bidder Name	Bid Amount
Ottawa County Farms Landfill	Year 1 - \$87.01 Per Ton
	Year 2 - \$90.66 Per Ton
	Year 3 - \$94.49 Per Ton
Waste Management of Michigan, Inc	Year 1 - \$109.86 Per Ton
	Year 2 - \$115.35 Per Ton
	Year 3 - \$121.11 Per Ton

BUDGET IMPACT:

Funds are budgeted annually and available in Water Fund account 591-537-55300-921.000.

CITY OF WYOMING

DRINKING WATER PLANT RESIDUALS HAULING AND 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
[Name of contracting entity]
A Delaware Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
15550 68th Ave
[Contractor's street address]
Copersville, Ma 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: July 19, 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: _____

Greg Stremers
Greg Stremers, City Attorney

Contractor:

By: Tom Mahoney
[Signature officer, director, or principal of Contractor]
Tom Mahoney General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 6-17, 2025

BID/PROPOSAL FORM CONTINUED

State bid price for trucking and landfill services as specified herein. Bid price shall include all trailer usage fees, trucking expenses and all landfill tipping fees associated with the transport and delivery of water treatment plant sludge to an approved landfill.

Contract Year	Bid Price Per Ton
July 19, 2025 - July 18, 2026	\$87.01
July 19, 2026 - July 18, 2027	\$90.66
July 19, 2027 - July 18, 2028	\$94.49



Emergency contact information on the weekend or after normal working hours.

Name: Ty Cleary Phone: 269-760-1650

Ottawa County Landfill, Inc dba Ottawa County Farms Landfill
[Proponent's Complete Business Name]

Ottawa County Farms Landfill
[If Proponent is DBA Include Full Proponent DBA Here]

[Signature]
[Signature for proponent]

[Signature]
[2nd signature for proponent]

Tom Mahoney / General Manager
[Printed name and title of person signing]

Ty Cleary / Special Waste Executive
[Printed name and title of 2nd person signing]

Date signed: 6-17-25

15550 68th Ave
[Proponent's street address]

616-662-6839
[Proponent's business phone]

Copersville, Mo 49404
[City] [State] [Zip]

248-343-7341
[Cell phone number(s) of person(s) signing for proponent]

tmahoney@republisherservices.com
[E-mail address(s) of person(s) signing for proponent]

Corporation, Delaware
[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: July 8, 2025

Subject: Engineering Services for Generator Upgrade Project

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Aaron Vis, Director of Public Works

Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended that the City Council award the bid for Engineering Services for Generator Upgrade Project to Tetra Tech in the amount of \$159,908.00.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The Drinking Water Plant relies on two 2.25 megawatt, 4,160-volt generators and associated electrical systems to maintain operations during utility power outages. These generators and associated controls are over 20 years old. While the generators themselves are considered mid-life, the electrical controls and switchgear components are obsolete and show signs of failure. The generators also allow the DWP to participate in a significant cost savings program with Consumers Energy by alleviating some of the DWP's demand on the electrical grid in the summer months.

With growing water demand and usage throughout the region, the two plant generators lack capacity to meet average daily water treatment demands. Current generation capacity can produce 33 million gallons per day (MGD) which does not meet the average daily production of 35 MGD and is well below the maximum daily demand of more than 90 MGD.

The 2024 Water System Reliability study identified the addition of a third plant generator and controls upgrade as necessary to ensure uninterrupted plant power supply and regulatory compliance. The existing generator building was constructed anticipating a future need for additional generator capacity and can accommodate up to four generators.

To facilitate the generator upgrade project, utility staff prepared bid documents for engineering services and construction oversight for a two-phase project approach. Phase one will upgrade and modernize the generator control and electrical system, providing immediate enhanced

reliability and monitoring. Phase two focuses on the installation of the third generator, providing expanded capacity and increased reliability. Due to long lead times, the third plant generator installation is anticipated to take place during the winter of 2027-28.

Specifications for the engineering services were advertised on the City's website with the bid package being downloaded by 42 registered bidders. A pre-bid meeting was held on June 10, 2025, and 4 bids were received on July 1, as summarized in the tabulation below.

After careful review of the bids and reference checks, Tetra Tech was identified as offering the most comprehensive proposal and best meeting the evaluation criteria identified in the bidding documents, which include:

- Consultant's prior experience with similar projects.
- Consultant's expected completion timeframe.
- Consultant's proposed project plan in response to the criteria outlined in its proposal.
- Consultant's depth of resources and talent as outlined in its proposal.
- Cost of the proposal.

Tetra Tech has significant institutional knowledge of the DWP including the electrical and controls systems. This is evident in their deep understanding of key aspects of this critical and technical project. Their thorough proposal included valued added items, not found in competing proposals. This included evaluation of the plant's main 4,160-volt switchgear and battery system, review of potential utility substation impacts, coordination with Consumers Energy, and electrical equipment design for increased backup power flexibility.

In addition, the generator control system will be integrated into the plant's SCADA system, of which Tetra Tech is the original designer and sole source integrator, as outlined in the City of Wyoming SCADA System Designs Standards policy for security purposes.

Tetra Tech also has a history of completing utility projects within or under budget. Two recent examples of similar cost projects include the Gezon and Low Service Electrical Upgrade Project and the Remote Site PLC Upgrade Project, each coming in approximately \$14,000.00 under budget. Given Tetra Tech's detailed approach and proven track record of successful project delivery under budget, we are confident in their ability to provide high-quality engineering services for the Generator Upgrade Project.

TABULATION:

Bidder Name	Bid Amount	Requested Allowance	Total Amount
Matrix Consulting Engineers Inc.	\$78,284.00	\$0.00	\$78,284.00
Tower Pinkster	\$148,500.00	\$5,000.00	\$153,500.00
Tetra Tech	\$159,908.00	\$0.00	\$159,908.00
Fishbeck	\$170,000.00	\$0.00	\$170,000.00

BUDGET IMPACT:

Adequate funds exist in Drinking Water Plant account #591-537-57300-986.444.

EXISTING GENERATOR SYSTEM:



CITY OF WYOMING

ENGINEERING SERVICES FOR GENERATOR UPGRADE PROJECT CONTRACT PROFESSIONAL SERVICES 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:

Tetra Tech of Michigan, PC
[Name of contracting entity]
A Michigan, Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1136 Oak Valley Drive, Suite 100
[Professional's street address]
Ann Arbor, MI 48108
[Professional's city, state & zip]

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

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

Effective Date means: July 1, 2025.

Proposal means Contractor's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A. S

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

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 perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the 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 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Heather Chapman, Deputy City Attorney

Contractor: Tetra Tech

By: Michael S. Jones
[Signature officer, director, or principal of Contractor]
Michael S. Jones
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 13, 2025

STAFF REPORT

Date: July 9, 2025

Subject: Land and Resource Engineering – MDOT Certified Office Technician
Services for Burlingame Avenue Resurfacing

From: Jeff Oonk, City Engineer

CC: Aaron Vis, Director of Public Works

Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager and City Clerk to execute a contract with Land and Resource Engineering (LRE) for MDOT Certified Office Technician services for the Burlingame Avenue resurfacing from 36th Street to 52nd Street.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City recently entered an agreement with the Michigan Department of Transportation (MDOT) for the resurfacing of Burlingame Avenue from 36th Street to 52nd Street. This \$2.4 million-dollar project is funded with \$1.7 million dollars in federal funds with the remaining \$700,000 funded by the City. As a stipulation for receiving the federal funds, MDOT requires that all project documentation be performed by a Certified Office Technician in accordance with their guidelines. Providing the required documentation and passing MDOT's file review at the end of the project are critical to maintaining the City's eligibility to receive federal funding for future projects.

Such services were bid out using the City's standard bidding process. Thirty-four bidders downloaded the specifications, and four proposals were received by the City Clerk on July 9, 2025 and are summarized below.

Consultant	Lump Sum NTE
LRE	\$12,920.00
HRC	\$15,584.80
Spicer	\$21,946.00
Prein & Newhof	\$27,416.00

LRE is highly experienced in providing Certified Office Technician services and provided the lowest cost proposal for this project.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund, Capital Outlay Street Resurfacing Account No. 202-441-46300-972.510.

CITY OF WYOMING

MDOT Certified Office Technician Services PROJECT CONTRACT PROFESSIONAL SERVICES 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: Integral Partners LLC dba Land & Resource Engineering
[Name of contracting entity]
A LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
2121 3 Mile Rd NW
[Professional's street address]
Walker, MI 49544
[Professional's city, state & zip]

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

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

Effective Date means: _____, 202__.

Proposal means Contractor's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A. S

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

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 perform the Services and provide the deliverables as detailed in the RFP and Proposal.
2. City will pay the Professional in accordance with the 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 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

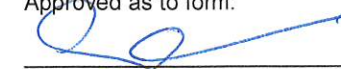
City and Professional have signed this Contract as of the Effective Date.

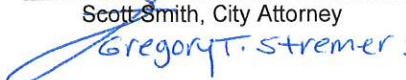
City of Wyoming

By: _____
John Shay, City Manager

Date signed: July 10, 2025

Approved as to form:



Scott Smith, City Attorney

Gregory T. Stremer

Contractor: Land & Resource Engineering

By: **Kyle Patrick** 
[Digitally signed by Kyle Patrick
DN: cn=US, E=kpatrick@remi.com, O=Land & Resource Engineering, CN=Kyle Patrick
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2025.07.09 11:19:47-0400]

[Signature officer, director, or principal of Contractor]
Kyle Patrick - Partner

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

Date signed: July 9, 2025



CITY OF WYOMING

PROPOSAL FOR MDOT CERTIFIED OFFICE TECHNICIAN SERVICES
BURLINGAME AVENUE – 52ND STREET TO 36TH STREET

July 8, 2025

Ms. Kelli VandenBerg
City Clerk
City of Wyoming (City)
1155 28th Street
Wyoming, MI 49509

**RE: Proposal for MDOT Certified Office Technician Services
Burlingame Avenue - 52nd Street to 36th Street**

Dear Ms. VandenBerg:

Land & Resource Engineering (LRE) is pleased to present our proposal for Office Tech Services to the City for the Burlingame Avenue resurfacing project. We have reviewed the RFP and project bidding documents from the Michigan Department of Transportation (MDOT) bid letting. Our observations, anticipated scope of services, and assumptions are provided below.

Project Description

LRE understands that the City is resurfacing 2.03 miles of Burlingame Avenue from 52nd Street to 36th Street, which will include cold milling, HMA resurfacing, curb ramp construction, and pavement markings. The project was designed and bid as part of the MDOT Local Agency Program and will be included in the July 11th bid letting. We have projected that the Engineers Opinion of Costs to be approximately \$2.19 Million. The construction timeline is expected to start no earlier than 10 days after award, with a project completion date of October 31, 2025.

Projects bid through MDOT require construction and contract documentation to be in accordance with MDOT construction practices. LRE understands that this project will be administered using AASHTOWare.

Scope of Services

The City has identified the following tasks to be included in the scope of services:

- Processing all sub-contracts and Material Source Lists (MSLs).
- Processing City Inspector-provided Daily Work Reports (DWRs).
- Review and process all tested material information and certifications.
- Communicate any deficiencies to Prime Contractor and/or City staff.
- Follow up communication and on all documentation to all parties as needed throughout the project.
- Prepare Change Orders (Contract Modifications) as needed and prepare Bi-Weekly Pay Estimates.
- Certified Payrolls in LCP Tracker and processing wage rate interviews in accordance with MDOT payroll compliance procedures.
- Documentation for MDOT Final Project File Review and close out.

LRE has certified MDOT Office Technicians to support the City with this project. We have designated **Deborah Schmalzel** to provide the City with the necessary Office Technician services. Deborah has the required MDOT certifications including:

- MDOT FieldManager and AASHTOWare Training
- MDOT Computerized Office Technician Certification (Expires 12/14/2027)
- MDOT Office Technician Exam
- MDOT Prevailing Wage Training
- MDOT Material Acceptance Process Seminar (MAPS)

Deborah's experience providing Office Technician services for MDOT projects gives her a detailed knowledge of FieldManager, MDOT, AASHTOWare, and FHWA standards, practices, and current procedures. We have provided Deborah's MDOT resume to outline multiple MDOT and local agency projects she has worked on within the past 5 years. In addition to her MDOT Office Tech experience, she has experience working with the City with this specific role on past projects while at another firm.

We have projected the effort needed for the project in 3 tasks:

1. Project Preparation – estimated at 16 hours for contract preparation
2. Office Technician Construction Services – estimated at 8 hours per week for 12 weeks of construction and 2 additional weeks of contingency as identified in the RFP.
3. Closeout Services – estimated at 24 hours for addressing contract review comments from MDOT review staff

Professional Fee

LRE has estimated the effort for the Scope of Services as outlined above to be approximately 152 hours. As a result, LRE proposes a Lump Sum, not-to-exceed fee of **Twelve Thousand Nine Hundred and Twenty (\$12,920)**. This fee assumes all work required will be on a remote basis and in-person meetings will not be required. The requested Price Proposal Sheet is attached to reflect this fee.

City of Wyoming Burlingame Avenue from 52nd Street Northerly to 36th Street		
Task No	Task Description	Certified Office Technician Deborah Schmalzel \$85
1	Project Prep	16
2	Office Technician Construction Services (8 hrs per week for 14 weeks)	112
3	Project Closeout Services	24
Total Hours		152
Total Proposed Fee		\$ 12,920.00

Please review the enclosed information and contact our office if there are any questions or concerns.

Sincerely,

Land & Resource Engineering



Kyle Patrick, PE
Project Manager / Partner



Staff Education and Experience Report

EMPLOYEE NAME	TITLE	ROLE
Deborah A. Schmalzel	Office Technician	Lead Office Technician
COMPANY NAME	YEARS OF EXPERIENCE	
Land & Resource Engineering (LRE)	3.0 with LRE 3.5 with other firms	
EDUCATION: degree, year, school (inc. city and state of school)		
BS / 1986 / Marketing/Business / Northern Michigan University, Marquette, Michigan		
LICENSES AND REGISTRATIONS		
Certified Office Technician / Expires 12/14/2027, MDOT Field Manager, MDOT Prevailing Wage		

Relevant Project Experience

Design Timeline	Project ID/Client Information	Role & Project Description
4/25-8/25	52nd Street Resurfacing Kentwood, MI <ul style="list-style-type: none"> Client: City of Kentwood Client Representative: Brad Boomstra, PE City Engineer 616-554-0739 	<ul style="list-style-type: none"> Lead Office Technician services for 2.25 miles of street cold-milling and HMA resurfacing including concrete sidewalk and ADA ramp construction. Coordination with MDOT for their adjacent reconstruction project of M-37 for phasing and maintaining traffic plan. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through MDOT Local Agency Program. Firm Role: Prime Consultant Service Budget: \$149,900
6/24-11/24	Reconstruction of Hall Street and Reconstruction of Eleanor Street Grand Rapids, MI <ul style="list-style-type: none"> Client: City of Grand Rapids Client Representative: Dan Siminski, PE Project Manager 616-456-4253 	<ul style="list-style-type: none"> Office Technician to review all certified payrolls for the reconstruction of Hall Street and Eleanor Street for the Grand Rapids. Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. Firm Role: Prime Consultant Service Budget: \$11,200

City of Wyoming – MDOT Certified Office Tech Services

5/24-10/24	East Paris Avenue Improvements Kentwood, MI <ul style="list-style-type: none"> Client: City of Kentwood Client Representative: Brad Boomstra, PE City Engineer 616-554-0739 	<ul style="list-style-type: none"> Lead Office Technician services for 5,200 feet of cold-milling and HMA resurfacing including concrete sidewalk and ADA ramp construction. Coordination with both the City of Grand Rapids and Kentwood jurisdictions Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through MDOT Local Agency Program.
		<ul style="list-style-type: none"> Firm Role: Prime Consultant Service Budget: \$57,600
5/24-10/24	Resurfacing of Knapp St. Grand Rapids, MI <ul style="list-style-type: none"> Client: City of Grand Rapids Client Representative: Jeff McCaul, PE Assistant City Engineer 616-456-3075 	<ul style="list-style-type: none"> Lead Office Technician services for 7,600 feet of HMA cold-milling and resurfacing. The project included about 1,000-feet of road reconstruction, 400-feet of curb realignment, and miscellaneous concrete intersection repairs. The project also included miscellaneous storm sewer upgrades, green infrastructure, center median islands, tree plantings, and ADA ramp upgrades. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through MDOT Local Agency Program. Firm Role: Prime Consultant Service Budget: \$187,400
4/23-5/24	40th Street Improvements Kentwood, MI <ul style="list-style-type: none"> Client: City of Kentwood Client Representative: James E. Kirkwood, PE Director of Engineering 616-554-0739 	<ul style="list-style-type: none"> Lead Office Technician for 4,000 feet of street cold milling and HMA resurfacing including intersection widening, storm sewer repairs, concrete sidewalk and ADA ramp construction. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through MDOT Local Agency Program. Firm Role: Prime Consultant Service Budget: \$40,000

City of Wyoming – MDOT Certified Office Tech Services

4/22-11/23	52nd Street Improvements Kentwood, MI <ul style="list-style-type: none"> Client: City of Kentwood Client Representative: James E. Kirkwood, PE Director of Engineering 616-554-0739 	<ul style="list-style-type: none"> Lead Office Technician for 1.49 miles of minor arterial street resurfacing including installation of 12-inch water main, HMA resurfacing, concrete sidewalk, HMA non-motorized pathway, and ADA ramp construction. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through MDOT Local Agency Program.
		<ul style="list-style-type: none"> Firm Role: Prime Consultant Service Budget: \$200,000
4/22-11/23	Whitewood Neighborhood Improvements Midland, MI <ul style="list-style-type: none"> Client: City of Midland Client Representative: Jared Driscoll Director of Water Reclamation 989.837.3502 	<ul style="list-style-type: none"> Lead Office Technician for improvements to 15,000 feet of local HMA streets as part of the City's footing drain disconnection program. Proposed storm sewer improvements, storm sewer laterals for every property within the neighborhood, HMA pavement replacements where proposed utilities are being installed, HMA cold mill and overlay on the entire project, and ADA ramp replacement and installation. Provided construction administration services using Field Manager. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation. Firm Role: Prime Consultant Service Budget: \$250,000
4/22-11/23	Webb Road Dewitt, MI <ul style="list-style-type: none"> Client: Clinton County Road Commission Client Representative: Marc Trotter, PE Director of Engineering Clinton County Road Commission 989.668.0044 	<ul style="list-style-type: none"> Lead Office Technician for 4,000 feet of a concrete non-motorized pathway along the south side of Webb Road in Dewitt Township. Project included pathway grading, ADA ramps, concrete drive approaches, and drainage improvements. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout. Project was bid through the MDOT Local Agency Program. Firm Role: Prime Consultant Service Budget: \$55,000

City of Wyoming – MDOT Certified Office Tech Services

6/20-10/22	Marshall TSC – As Needed subs to SOMAT for Office Technician Role Marshall, MI <ul style="list-style-type: none"> Client: Marshall TSC Client Representative: Greg Finnila, PE, Project Engineer 269.789.0592 	<ul style="list-style-type: none"> Office Technician As needed to review all certified payrolls for all the projects at Marshall TSC. Lead Office Technician for JN 116377, Hot mix asphalt reconstruction and realignment and rehabilitation of 2 structures including hydrodemolition, epoxy overlay, concrete patching, signals on US-131. Provided construction administration services using Field Manager, LCP Tracker, and ProjectWise. Review contractor's certified payrolls and resolve discrepancies and deficiencies with the contractor. Prepare pay estimates, contract modifications, review Inspector Daily Reports and material documentation. Responsible for maintaining project records and documentation through closeout.
		<ul style="list-style-type: none"> Firm Role: Sub to SOMAT Service Budget: Time and Material
4/22-10/22	City of Wyoming – Certified Payrolls Wyoming, MI <ul style="list-style-type: none"> Client: City of Wyoming Client Representative: Jeff Oonk, PE, City Engineer 616.630.7254 	<ul style="list-style-type: none"> Review of Certified Payrolls for the City of Wyoming for Local Agency Project JN 205529, hot mix asphalt cold milling and resurfacing, curb ramps and pavement markings on 36th Street. Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. Firm Role: Prime Consultant Service Budget: \$20,000
6/20-10/20	City of Wyoming – Certified Payrolls Wyoming, MI <ul style="list-style-type: none"> Client: City of Wyoming Client Representative: Jeff Oonk, PE, City Engineer 616.630.7254 	<ul style="list-style-type: none"> Review of Certified Payrolls for the City of Wyoming for Local Agency Project JN 130578, hot mix asphalt cold milling, resurfacing, and widening, retaining wall, concrete curb, gutter, sidewalk and ramps, and pavement markings on Byron Center at 44th Street. Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. Firm Role: Prime Consultant Service Budget: \$20,000
4/19 – 6/20	Grand Rapids TSC – As Needed Payrolls for all TSC Projects. Grand Rapids, MI <ul style="list-style-type: none"> Client: Grand Rapids TSC Client Representative: Kara Stein, PE, TSC Manager Grand Rapids TSC 616.464.1800 	<ul style="list-style-type: none"> Office Technician As needed to review all certified payrolls for all projects at the Grand Rapids TSC. Reviewed and approved payrolls. Resolved any delinquent or deficiencies. Made sure all restitution was paid and documented. Firm Role: Prime Consultant Service Budget: Time and Material

BID/PROPOSAL FORM

Bid/Proposal for MDOT Certified Office Technician Services

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 City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:

YES

NO

Section 3 Certified Contractor?

☐☒

If yes, DUNS #: _____

Are you, or the business owner related to an elected official or employee of the City?

☐☒

If yes, list individuals' name(s) and relationship(s): _____

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

Is the bidder a:

YES

NO

Woman Owned Company?

☐☒

Minority Owned Company?

☐☒

Proponent's Complete Business Name (If Proponent is DBA Include Full Proponent DBA):

Integral Partners, LLC dba Land & Resource Engineering

BID/PROPOSAL FORM CONTINUED

LUMP SUM NOT TO EXCEED PRICE:

Twelve Thousand Nine Hundred Twenty Dollars

(use words)

Dollars \$ 12,920.00

(in figures)

Integral Partners, LLC dba Land & Resource Engineering

[Proponent's Complete Business Name]

Land & Resource Engineering (LRE)

[If Proponent is DBA Include Full Proponent DBA Here]

Kyle Patrick

[Signature for proponent]

[2nd signature for proponent]

Kyle Patrick, PE - Project Manager / Partner

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 7/8/2025

2121 3 Mile Rd.

[Proponent's street address]

616.301.7888

[Proponent's business phone]

Walker

[City]

MI

[State]

49544

[Zip]

616.308.7072

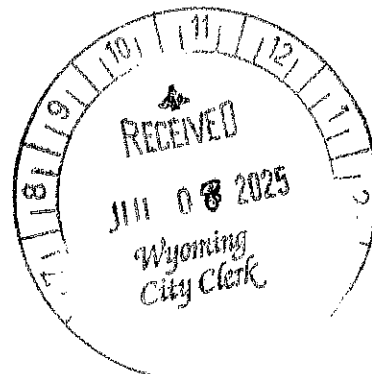
[Cell phone number(s) of person(s) signing for proponent]

patrick@iremi.com

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

LLC

[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: July 10, 2025

Subject: Bid Award - 62A District Court Garage Roof Replacement

From: Troy Rinks, Facilities Maintenance Foreman

CC: Aaron Vis, Director of Public Works

Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended that the City Council approve the proposal from the low bidder, Sheriff-Goslin Company totaling \$116,340.00, and authorize up to \$8,000.00 in contingencies, for the 62A District Court Garage Roof Replacement project.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The 62A District Court garage currently utilizes a ballasted roofing system and houses various trucks, trailers, mowers, power equipment and tools. The roof leaks in several areas, has experienced multiple repairs, has outlived its life expectancy and has been recommended to be replaced. Fishbeck, a local engineering firm, was retained by the City to assist with bid specifications. A bid specification was developed that included roof replacement with a fully adhered EPDM roofing system and a 20-year warranty.

Bid documents were downloaded by 38 potential bidders from the City's E-Bidder page. A pre-bid meeting was held on June 19, 2025, with 8 potential bidders in attendance. On July 8, 2025, bids from 9 companies were received and are as follows:

Sheriff-Goslin Company	\$116,340.00
Action Roofing & Sheet Metal, INC.	\$126,325.00
Division 7 Building Contractors, INC.	\$136,846.00

Hoekstra Roofing Company	\$147,295.00
Versatile Roofing Systems, INC.	\$162,575.00
Great Lakes Systems, Inc.	\$168,258.00
RENOVATION ROOFING LLC	\$169,000.00
Certified Building Solutions	\$171,287.00
Schena Roofing & Sheet Metal Company, INC.	\$199,550.00

Upon reviewing the bid documents received, Sheriff-Goslin Company was found to meet the necessary bid specifications and was also the lowest bid. Therefore, it is recommended the City Council approve Sheriff-Goslin Company's bid for \$116,340.00. Given the unknown nature of this work, a contingency of \$8,000.00 is also recommended.

It is anticipated that work will be completed by October of 2025.

BUDGET IMPACT:

Sufficient funds exist in the Capital Projects Revolving Fund, Capital Outlay account 805-000-57300-975.000.

CITY OF WYOMING

62A District Court Garage Roof Replacement 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:

Sheriff-Geslin Company
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
10 ave c
[Contractor's street address]
Battle Creek, MI 49307
[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: 7/14, 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:

City Attorney

Greg Stremers, City Attorney

Contractor: Sheriff-Geslin Company

By: _____
[Signature officer, director, or principal of Contractor]
Alex Emery
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 7/14, 2025

STAFF REPORT

Date: July 10, 2025

Subject: Engineering, Design, and Project Oversight Services for the Wastewater Treatment Plant Primary Improvements

From: Jon Burke, WWTP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: July 21, 2025

RECOMMENDATION:

It is recommended that the bid for Engineering, Design and Project Oversight Services for the WWTP Primary Improvements be awarded to Fishbeck for the work outlined in the attached proposal at a cost of \$93,880.00 plus a contingency amount of \$10,000.00 for unforeseen work that may come up during oversight of project construction.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Primary clarification is the second step in the wastewater treatment process, where heavier solids settle out in large tanks before the wastewater proceeds to aeration basins. The WWTP has four tanks, called primary clarifier tanks, to accomplish this process. Two of the primary clarifiers are original to the 1962 WWTP and the other two were constructed in the early 1970's and are thus over or near 60 years in age. All four tanks have had minor repairs since their construction. In 2011, due to a consent order from the State of Michigan to address odors coming from the tanks, covers were installed over the tanks. While the covers do help with the odor issues, they also create an atmosphere that causes corrosion of the equipment above the water line and below the top of the tank cover.

In 2024, the tanks were drained and covers were removed so that an inspection could be performed. Moore + Bruggink was retained to provide this inspection, and a final report indicated that the concrete structures were in overall good condition. However, the inspection also found that much of the metal mechanisms, baffling and weirs were nearing the end of their useful lives and needed to be replaced. Additionally, much of the interior tank coating was failing and also needed to be replaced. The inspection and report concluded that repairs were

necessary and would cost between \$6 and \$7 million dollars, which has since been budgeted for to occur in FY27. Several photos from the inspection follow this staff report.

In preparation for the actual repair work, the engineering and design work will need to be completed in FY26 so the construction can start in FY27. Bids for the engineering, design and project oversight work were solicited on the City website starting in late May and opened by the Clerk's office at City Hall on July 1, 2025. The low bid was provided by Fishbeck, who has a history of working at the WWTP on various recent projects and who is also working on several projects at the Drinking Water Plant.

Bids were reviewed and staff conducted an interview with Fishbeck to ensure project understanding. Fishbeck provided a complete proposal, with an acceptable project timeline, for a price of \$93,880.00. Some of the proposed work by Fishbeck will include construction oversight. Since the project has not been bid out, it is difficult to determine how much construction oversight will be necessary and what a construction contractor's schedule will look like. Therefore, staff are requesting an additional \$10,000.00 contingency to allow for these unknowns.

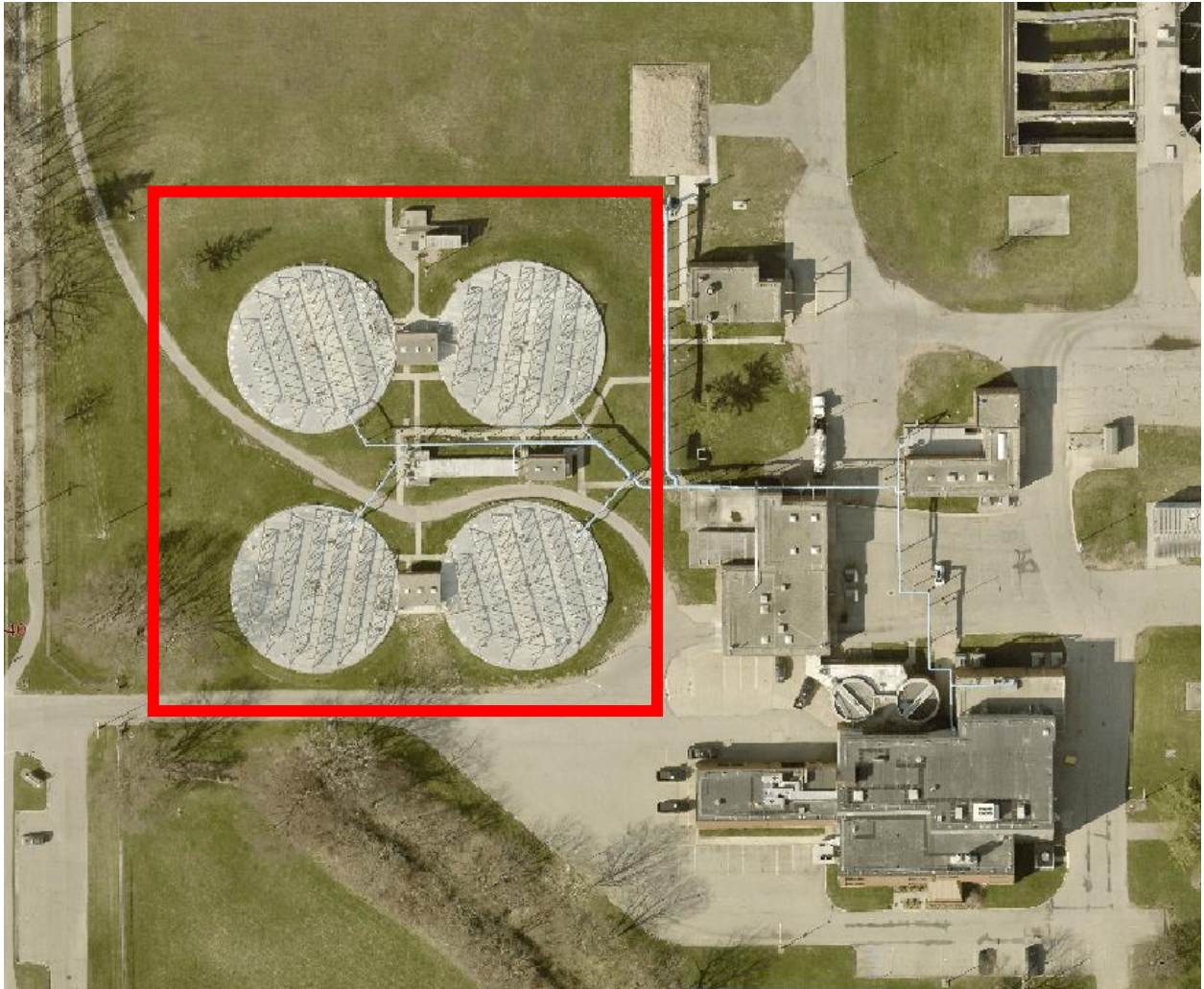
TABULATION:

Fishbeck	\$93,880.00
Moore+Bruggink Consulting Engineers	\$176,172.00
Fleis & VandenBrink Engineering, Inc	\$244,900.00
Donohue & Associates	\$390,100.00
Jones & Henry Engineers, Ltd	\$633,700.00

BUDGET IMPACT:

This project was anticipated and included in the FY26 annual budget, capital outlay account 590-536-54400-986.444.

Pimary tanks within red box at the WWTP



Various photographs from the primary tank inspection report indicating necessary repairs of the underlying metal mechanisms.



Proposal for Engineering, Design, and Project Oversight Services for the Wastewater Treatment Plant Primary Improvements

City of Wyoming

July 1, 2025

July 1, 2025

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509-0905

Proposal for the City of Wyoming

Engineering, Design, and Project Oversight Services for the Wastewater Treatment Plant Primary Improvements

Fishbeck would like to thank the City of Wyoming for considering our proposal for engineering, design and project oversight services for the wastewater treatment plant (WWTP) primary clarifier improvements. We understand this project is intended to preserve the operational reliability of the primary clarification unit process. Covers installed in 2011 have helped mitigate odor concerns, but have also resulted in faster deterioration of the equipment inside the tanks.

Fishbeck has reviewed the 2024 study, and understands the existing conditions and improvement options. We are prepared to assist the City by providing manufacturer recommendations, working collaboratively to define the preferred scope of improvements, developing technical drawings and specifications, providing bid phase assistance and helping to deliver a successful project with our construction phase support.

We have developed a comprehensive project scope, which includes the essential tasks described in your RFP. We aim to work with the City to refine the project scope to include the tasks the City would like to see completed.

Our team possesses the qualifications required to perform the study, including:

A Thorough Approach: Fishbeck will work with you to define project goals and will aid the City in achieving those goals.

Similar Project Experience: Fishbeck has successfully provided similar clarifier equipment replacement projects, either as stand alone projects or in conjunction with larger improvement projects for many other community wastewater treatment systems, including Jackson, Saginaw, Holland, Ludington, Genesee County, Novi, Port Huron, Ionia, Owosso, Coldwater and numerous communities in Ohio. We will draw from our experience with these systems to complete your study.

System Understanding: We have a working understanding of your WWTP and will use our operational knowledge to help guide the project through design and construction in an effort to minimize process upsets.

Our team has the expertise and capacity to complete this project successfully. We look forward to working with the City on this significant effort. If you have any questions or need additional information, please contact me at (616) 464-38488 or jredner@fishbeck.com.

Sincerely,



Joshua Render, PE
Senior Water and Wastewater Engineer

Table of Contents

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03	Key Personnel
04	Project Experience
05	Cost of Services
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Company History

01



Fishbeck Company Information

Fishbeck is a professional civil engineering, environmental, architectural/engineering, and construction services consulting firm with over 700 people serving governmental, educational, healthcare, commercial, industrial, and private clients.

Established in 1956, Fishbeck is an employee-owned firm with offices throughout Michigan, Ohio, and Indiana. Our range of services and integrated project approach provides our clients with specifically suited, innovative designs. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Repeat services to our clients is Fishbeck's ultimate measurement of client satisfaction. Approximately 90 percent of our annual revenue is derived from repeat clients. This remarkable statistic is directly attributable to the quality service we continually provide to our clients.

Our projects range from small feasibility, planning, and regulatory studies to very large design and construction projects. Our civil engineering division consists of experienced civil engineers, surveyors, stormwater/drainage experts, and landscape architects. The environmental division is a mix of environmental engineers, chemists, biologists, chemical engineers, air quality experts, compliance/regulatory specialists, geologists, hydrogeologists, certified safety professionals, and wetland experts. Our architectural/engineering division has complete building design capabilities with architects and structural, mechanical, and electrical engineers. Our construction division offers construction management and design/build services.

Fishbeck is a corporation licensed to operate and practice in the State of Michigan. We are a legal entity permitted by law to sign and seal final design construction contract documents, and licensed under Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, and land surveying services in the State of Michigan.

Project Understanding and Approach

02

Statement of Understanding

The City of Wyoming (City) is seeking proposals for the engineering, design, and project oversight services of the wastewater treatment plant (WWTP) primary clarifiers. The WWTP treats an average of 14 million gallons per day (MGD) of wastewater from the City and its customer communities of Kentwood, Byron Township, and Gaines Township. Influent wastewater receives preliminary treatment through screening and grit removal before proceeding to primary treatment. Primary Clarifiers 1 and 2 were constructed in 1962, while Primary Clarifiers 3 and 4 were built in 1973. Each clarifier is 100 feet in diameter with a depth that varies between 11 feet at the center of the tank and 7 feet at the tank wall. Flat plate aluminum covers with external truss support were installed in 2011 on all primary clarifiers to help mitigate odor issues. While the headspace of the tanks is ventilated through an odor control system, covering the clarifiers has likely caused accelerated degradation of the clarifier mechanisms.

In 2024, the City evaluated the existing primary clarifier system. This study revealed the following deficiencies:

1. Coating failure in the influent channels. The material is noted to be bitumastic (coal tar), but the photos appear to show a blue coating, most likely Raven 405.
2. Minor structural defects in the clarifier concrete, especially at the outer wall that supports the cover.
3. Coating failure of the clarifier tank interior.
4. Significant corrosion of the clarifier equipment, especially at and above the normal water level.
5. Clarifier 3 effluent chamber cover is deteriorating.

The study recommended the following improvements:

1. Reapplication of a protective coating throughout the influent channel. The study includes the cost of applying coal-tar epoxy coating, but suggests that the City may want to consider alternative coatings. The City has used Raven 405 for other such structures.
2. Replacement of the level sensors in the Parshall flumes.
3. Concrete repairs to the exterior surface of the influent channels and flumes.
4. Full replacement of internal components, including the mechanism structure, drive, center column, sludge scrapers, skimmer arm, scum beach, baffles, and weirs.
5. Replacement of the sludge level sensors in the primary clarifiers.
6. Repairing the primary clarifier concrete structures and recoating with coal-tar epoxy.

The study presents three alternative approaches to the materials of construction:

1. Alternative 1 includes coated carbon steel clarifier mechanisms, skimmers, weirs, and scum beaches with fiberglass reinforced plastic (FRP) weirs and baffles.
2. Alternative 2 includes 304 stainless steel clarifier mechanisms, skimmers, weirs, and scum beaches with FRP weirs and baffles.
3. Alternative 3 includes stainless steel components above the water line including portions of the mechanisms, center column, feed well, skimmer, scum beach, scum baffles, and weirs. Carbon steel, including most clarifier mechanisms, would be used for components below the water line. FRP weirs and baffles are included.

Scope of Work

The City is seeking assistance for the design, bidding, and construction phases of improvements to the primary clarifiers. The Fishbeck design team will perform all aspects of the professional services detailed in the Request for Proposals and described herein.

Task 1 - Preliminary Design

Kickoff Meeting

The Fishbeck project team will meet with the City to conduct an in-person project kickoff meeting to:

1. Establish baseline goals, schedules, and deliverable expectations.
2. Prioritize project goals and define key milestones.
3. Review the 2024 study recommendations.
4. Request additional documentation required to complete the design.
5. Confirm availability of City staff to participate in design review meetings.

Conducting the initial kickoff meeting and working through this abbreviated preliminary design phase will help us develop a Basis of Design memorandum to confirm the project details. During the preliminary design step, Fishbeck will work with the City to confirm which alternative from 2024 will be selected for design. This Basis of Design will serve as a guide throughout the final design process.

Deliverables: Kickoff Meeting Agenda and Minutes, Request for Information, Draft and Final Design Basis.

Manufacturer Recommendations

Long equipment lead times continue to drive the schedule during construction. Additionally, on recent water and wastewater projects, Fishbeck has observed manufacturing defects from historically reliable equipment suppliers. These defects can result in time-consuming field repairs or rejected equipment that needs to be sent back to the manufacturer. We have also experienced delays in equipment delivery times on many projects where manufacturers commit to a delivery date but are not able to deliver on time.

Fishbeck will assist the City with clarifier equipment selection early in the design process to reduce the potential for construction delays associated with long lead times or manufacturing issues. During preliminary design, we will work with the City to develop a list of acceptable equipment manufacturers. We will then work with these manufacturers to understand equipment lead times. Based on feedback from the manufacturers, we will work with the City to determine if early equipment procurement will benefit the project.

Our proposal currently includes efforts to develop an equipment procurement package so that the City can seek competitive bids from selected clarifier manufacturers. If the City elects to pre-procure clarifier equipment, Fishbeck will:

1. Review supplier's replacement clarifier information, including equipment lead times and recent project performance.
2. Evaluate clarifier manufacturer(s)/materials/type(s) and provide recommendations for selection by the City.
3. Prepare draft EJCDC-based procurement front-end documents.



4. Coordinate with the City on procurement front-end document requirements.
5. Prepare technical specifications for clarifier equipment.
6. Conduct quality assurance/quality control (QA/QC) reviews.
7. Obtain the City's review of draft documents.
8. Finalize and issue for procurement bid(s).
9. Coordinate with the City on issues that arise during procurement bidding.
10. Issue clarifications or addenda as necessary.
11. Review procurement bid(s). Provide review comments to the City.
12. Coordinate with the City and successful bidders on procurement contract execution.
5. Develop a detailed construction sequence and schedule for permitting, design, and construction.
6. Develop and update an OPCC for each design deliverable.
7. Prepare 60%, 90%, and 100% design documents and submit them for review by the City. Coordinate review comments and implement applicable comments into the bidding documents.
8. Coordinate contractual requirements with the City, specifically relating to bonding, insurance, liquidated damages, and dispute resolution, as required.
9. Prepare Divisions 00 and 01 front-end specifications to include the Standard General Conditions of the Construction Contract by the Engineers Joint Contract Documents Committee (EJCDC) or otherwise incorporate the City's standard contractual and administrative requirements.
10. Prepare technical specifications for bidding purposes. The specifications will follow the current Construction Specification Institute (CSI) 50 division numbering format.
11. As applicable, prepare final drawings for bidding purposes in major subdivisions, including demolition, process, electrical, and instrumentation.
12. Provide an OPCC for the work reflected in the design documents.
13. As applicable, complete internal QA/QC procedures, including City and EGLE reviews. Incorporate applicable review comments into the final design documents.
14. Submit the bidding documents and permit application to EGLE and help the City secure the Part 41 Wastewater System Construction Permit. The permit application will be submitted after the design is complete. Fishbeck will prepare the permit application, coordinate EGLE review, and respond to EGLE's comments.

Deliverables: Draft and Final Equipment Procurement Package, Bidding Clarifications and Addenda, Bid Evaluation Memorandum.

Task 2 -Design

Fishbeck will develop 60%, 90% and 100% technical specifications and drawings for review with the City. We understand that the City wants to complete all work as a single project and not pursue a phased approach. At each review step, we will develop and update an opinion of probable construction cost (OPCC). While the work likely can be considered replacement in kind, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) may require a Part 41 Wastewater Construction Permit. Fishbeck will confirm with EGLE district staff if a permit will be required during the 60% design deliverable.

Fishbeck proposes the following scope:

1. Obtain and review information from the City, including but not limited to copies of as-built drawings, shop drawings, maintenance records, and test reports for the equipment to be replaced.
2. Conduct field site visits, obtain photos and measurements, and verify piping, electrical, and Instrumentation and Controls (I&C) configurations.
3. Verify existing system demolition and removal requirements, including electrical equipment, clarifier covers, odor control duct work, clarifier equipment, and appurtenances.
4. Evaluate existing electrical distribution, controls, and instrumentation. Determine all necessary improvements.

Design Deliverables: Design Review Meeting Agendas and Minutes, Engineer's Opinion of Probable Construction Cost, 30%, 60% and 90% Drawings and Specifications, Part 41 Permit Application, 100% Drawings and Specifications.

Task 3 - Bidding

Fishbeck proposes the following scope:

1. Assist the City with the preparation of an advertisement for bids.

2. Coordinate the distribution of drawings and specifications to potential bidders. Provide the City with two hard copies of drawings and specifications. Provide an electronic copy of the bidding documents for distribution to potential bidders.
3. Attend a pre-bid meeting at the WWTP or other City locations.
4. Respond to bidders' questions and issue addenda, as applicable.
5. Assist the City in evaluating the bids and identifying qualified bids for selecting a contractor for award.
6. Provide the City with a bid evaluation letter detailing the bid results and the post-bid evaluation.
7. Assist the City in the award of the project construction by providing the necessary forms and documents.

Bidding Deliverables: Pre-Bid Meeting Agenda and Minutes, Addenda, Bid Evaluation Letter.

Task 4 - Construction Engineering

The Fishbeck team will complete the following items to aid in the successful and efficient construction of the proposed improvements. We anticipate a total construction duration of 172 days, including mobilization, equipment procurement and time to complete final punch list items, and have included 32 site visits (2 per week for the duration of on-site construction activities).

1. Review the contractor's bond and insurance information and provide the necessary forms and documents to assist the city in executing the contract documents.
2. Attend and conduct a preconstruction meeting at the WWTP with the selected contractor and City.
3. Review the Contractor's construction schedule, schedule of values, and submittal schedule.
4. Review the Contractor's submittals, including shop drawings, erection drawings, samples, and testing data, which the Contractor is required to submit to comply with design concepts.
5. Consult and advise the City on the acceptability of substitute materials and equipment that the Contractor proposes.
6. Receive Contractor-designed items to determine that the Contractor has understood and obtained the necessary professional design assistance.
7. Respond in writing to the Contractor's requests

- for information (RFIs) and issue clarifications and interpretations to the contract documents, including recommending change orders, work change directives, and bulletins to the City.
8. Attend pre-installation meetings with the Contractor and subcontractors.
9. Coordinate progress meetings, approximately monthly, with the contractor, subcontractors, and City representatives, including agendas and meeting minutes.
10. Provide twice-per-week site visits during on-site construction activities, following the anticipated construction schedule.
11. Keep the City informed of progress. Review contractor payment applications and recommend payment options to the City.
12. Make recommendations for the replacement or correction of defective work, as necessary, and notify the Contractor, as applicable.
13. Assist the Contractor and WWTP staff in coordinating personnel training for the operation and maintenance of the clarifier equipment.
14. Collect and review operation and maintenance manual documentation from the Contractor.
15. Provide limited start-up assistance along with the start-up and training specified by the equipment suppliers. This generally includes attendance during equipment start-up, coordinating with suppliers to resolve operational or controls-related problems, and verification of control system operation.
16. Review the completed work to verify substantial completion. Develop a project closeout punch list.
17. Review contractor project closeout documents, including lien waivers, consent of surety, and warranties.
18. Conduct a final inspection to verify project completion.
19. Provide project record drawings based on the Contractor's as-built documentation. The City will receive two full-size copies, two reduced-size copies, and one electronic copy (PDF and AutoCAD format) of the record drawings.

Construction Engineering Deliverables: Preconstruction Meeting Agenda and Minutes, Bulletins, Submittal Reviews, Recommendations for Payment, Change Order Documentation, Construction Inspection Reports, Substantial Completion Punch List, Final Completion Punch List, Project Closeout Documentation.

Expected Completion Timeframe

Fishbeck has developed the following preliminary expected completion timeframe. We will discuss our project approach with the City during the preliminary design phase to confirm the anticipated schedule. Based on recent project experience, equipment lead time will be the critical path for construction. Our schedule is based on the City procuring clarifier equipment using a procurement specification developed as part of the 60% design deliverable. Additionally, our proposed schedule is developed under the assumption that the 90% design deliverable package will be suitable for submittal to EGLE to begin the Part 41 permitting process, should a permit be required. If these assumptions prove to be inaccurate, we will inform the City and work to update the schedule as required. Equipment lead times are estimates based on recent project experience. The actual design and construction schedule will be dependent on actual equipment lead time.

TASK	ANTICIPATED START DATE	DURATION (DAYS)	ANTICIPATED END DATE
Project Award	July 7, 2025	4	July 11, 2025
Project Kickoff	July 11, 2025	14	July 25, 2025
Preliminary Design	July 11, 2025	28	August 8, 2025
60% Design	August 8, 2025	28	September 5, 2025
90% Design	September 5, 2025	28	October 3, 2025
100% Design	October 3, 2025	28	October 31, 2025
Equipment Procurement	August 8, 2025	161	January 16, 2026
Permitting	October 3, 2025	90	January 1, 2026
Bidding	October 31, 2025	28	November 28, 2026
Construction	January 16, 2025	172	July 7, 2026
Project Closeout	July 7, 2026	30	August 6, 2026

Key Personnel

03

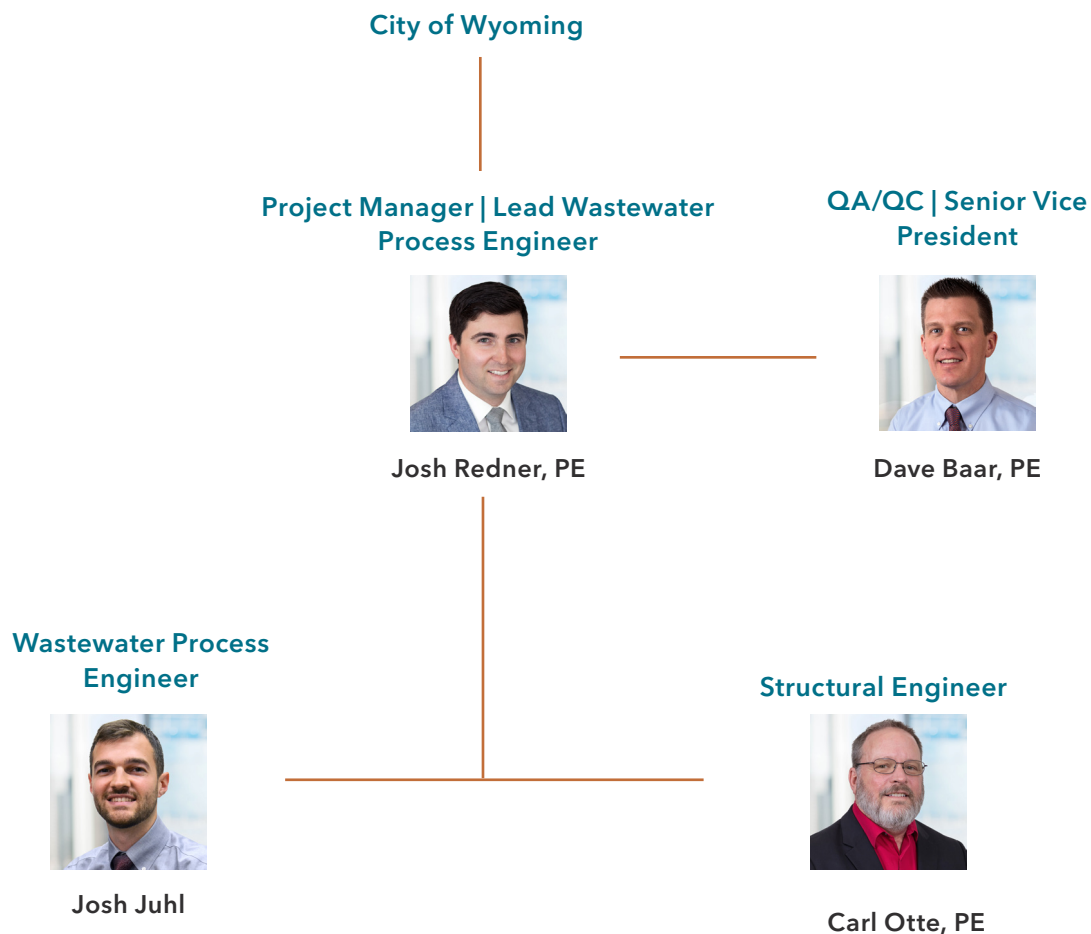
Organizational Chart

Josh Redner will serve as the project manager and lead wastewater process engineer on the project. Josh's experience working with the City of Wyoming and on past primary clarifier projects will help provide the City with a thoughtful design that is delivered in an effective manner.

Josh Juhl will serve as the wastewater process engineer on the project. Josh's prior operational experience at the Wyoming WWTP will help guide our design process, with consideration paid to maintaining plant operation through construction.

Carl Otte will serve as the structural engineer on the project. Carl has extensive experience with concrete repairs to water and wastewater containing structures, and will help provide concrete repair details for deficiencies noted in the 2024 study.

Dave Baar will provide QA/QC on the project. His experience with both water and wastewater projects will help deliver high quality design documents for bidding and help guide the design team with executing the equipment procurement approach.





JOSH REDNER, PE

SENIOR WATER & WASTEWATER ENGINEER

Josh is a design engineer and technical consultant on municipal and industrial wastewater treatment projects. He has specific experience in the planning, design, and implementation phases for mechanical, biological, and chemical treatment systems and asset management and wastewater regulations.

EXPERIENCE

CITY OF REED CITY, MICHIGAN

Project manager and design engineer for planning, design and construction engineering services of wastewater system improvements including collection system modifications, two suction lift pump station, a headworks facility including screening and grit removal, equalization improvements, secondary treatment improvements, tertiary filtration, UV disinfection and chemical feed improvements. Assisted the City obtain grant funding to fully finance the project.

CITY OF GRAND LEDGE, MICHIGAN

Project manager for the design of wastewater system improvements including collection system improvements intended to eliminate sanitary sewer overflows, screening improvements, replacement of primary clarifier with micro filtration, secondary treatment improvements, implementation of an MBR treatment process, UV disinfection improvements, dewatering improvements, and chemical feed improvements.

CITY OF LUDINGTON, MICHIGAN

Project manager and design engineer for the design and construction of wastewater system pump station improvements, screening and grit removal, extended aeration biological treatment system, biosolids storage facility, and disinfection system.

CALEDONIA TOWNSHIP, MICHIGAN

Project manager and design engineer for planning and design of wastewater system improvements to the existing SBR WWTP. Assisted in design validation, funding acquisition, and improvements design. Construction completed in summer 2022.

CITY OF HILLSDALE, MICHIGAN

Project engineer for design and construction of WWTP improvements including influent pumping, grit removal, primary clarification, primary sludge pumping, secondary clarification, RAS and WAS pumping, tertiary filtration, and anaerobic digester modifications.

CITY OF GRANDVILLE, MICHIGAN

Design engineer for WWTP improvements including screening, grit removal, primary clarifiers, aeration basins, final clarifiers, UV system improvements, and anaerobic digestion with a cogeneration system to capture and beneficially reuse biogas.

CITY OF CHARLOTTE, MICHIGAN

Design engineer for the implementation of a UV disinfection system at the WWTP, which replaced the existing chlorine disinfection system.

HOMESTEAD DAIRY, LLC | PLYMOUTH, INDIANA

Design engineer for planning, design, and construction of an anaerobic digestion facility, including co-digestion to increase biogas yield.

YEARS OF EXPERIENCE

7 years — Fishbeck
16 years — total

EDUCATION

BS in Civil and
Environmental Engineering,
University of Michigan

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer –
Michigan, Arizona

MEMBERSHIPS

Michigan Water
Environment Association

Water Environment Federation

AWARDS

2012 New Professional of
the Year, Michigan Water
Environment Association

2019 Kenneth J. Miller
Founders' Award, Michigan
Water Environment
Association

JOSH REDNER, PE

SENIOR WATER &
WASTEWATER ENGINEER

CITY OF ZEELAND, MICHIGAN

Assisted with construction engineering for WWTP improvements, including screening, grit removal, sludge storage, and a non-potable water system.

VILLAGE OF SPARTA, MICHIGAN

- Assisted with construction engineering for WWTP improvements including screening, grit removal, oxidation ditch, RAS pumping system, final clarifiers, and sludge storage.
- Project engineer for design and construction of a sanitary lift station replacement. The project included replacing the existing submersible pumps with new suction lift pumps.

CITY OF GRAND RAPIDS, MICHIGAN

Assisted with design and construction engineering for a sanitary lift station replacement project.

STUDIES**CITY OF ST. JOHNS, MICHIGAN**

Project manager and engineer for WWTP facility master plan that established a pathway to implement approximately \$23 million of improvements over 15 years.

CITY OF COLDWATER, MICHIGAN

Project manager and engineer for WWTP asset management master plan and ongoing treatment improvements investigation.

CITY OF NILES, MICHIGAN

Project engineer for WWTP asset management master planning. Anticipated improvements include grit removal, influent sanitary screening, wet weather flow improvements, and disinfection improvements.

CITY OF GRANDVILLE, MICHIGAN

Helped the City identify I/I sources throughout their collection system. Study included extensive flow monitoring, televising, smoke testing, and field observations.

VILLAGE OF CALEDONIA, MICHIGAN

Prepared a feasibility study to identify option for continued sanitary sewer service. Study used a triple bottom line approach to identify the long-term recommended alternative.

CITY OF HUDSON, MICHIGAN

Helped the City with the planning phase of WWTP and collection system improvements by preparing a Michigan SRF Project Plan. This report helped the City secure SRF financing for system improvements.

ASSET MANAGEMENT/O&M

Helped various communities evaluate the existing condition of collection system and WWTP assets to develop capital improvements plans that address the short- and long-term needs of their facilities.

- Village of Bellaire, Michigan
- City of Grandville, Michigan
- City of Belding, Michigan
- Village of Baldwin, Michigan
- Lakewood Wastewater Authority, Lake Odessa, Michigan



DAVID BAAR, PE

VICE PRESIDENT | SENIOR WATER & WASTEWATER ENGINEER

Dave has worked in the engineering and construction industry as a design engineer. His experience includes working with governmental, commercial, and industrial clients. He has provided civil and environmental engineering, construction assistance, construction inspection, and start-ups for various projects. His projects include water and wastewater treatment systems, pumping systems, and water distribution systems. His major focuses are municipal water treatment, pumping and storage, industrial wastewater treatment, and water distribution system modeling.

YEARS OF EXPERIENCE

25 years — Fishbeck

27 years — total

EDUCATION

BS in Engineering,
Civil Concentration,
Calvin College

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer
- Michigan

MEMBERSHIPS

American Society
of Civil Engineers

Water Environment Federation

American Water Works
Association, Young
Professionals Committee

American Water Works
Association/Michigan Chapter

EXPERIENCE

WASTEWATER PROCESS

GUN LAKE TRIBE | WAYLAND, MICHIGAN WASTEWATER TREATMENT PLANT

Project Manager for the design of a new WWTP which included influent equalization, a headworks building, a Membrane Bioreactor (MBR) based activated sludge process, UV disinfection, and biosolids storage. Also provided on-site construction administrative services.

CITY OF LUDINGTON, MICHIGAN

Preliminary design for improvements to a 3.5-MGD WWTP, including a new headworks, aerated lagoons, blowers, and pump systems. Project also includes improvements at the main pump station in the collection system.

CITY OF HOLLAND, MICHIGAN

Provided construction phase engineering for a new biosolids processing facility, which included belt filter presses, screw presses, sludge pumps and conveyors, odor control, liquid oxygen, and chemical feed equipment.

CITY OF MACKINAC ISLAND, MICHIGAN

Provided design engineering services for upgrades to an aeration system at the WWTP.

WATER PROCESS

CITY OF ANN ARBOR, MICHIGAN AMMONIA FEED SYSTEM MODIFICATIONS

Worked on evaluation of existing ammonia feed system, as well as detailed design, and construction phase of ammonia feed system improvements. Project included replacement of piping, feed equipment, controls and bulk to day tank transfer modifications.

FILTER PIPE GALLERY REHABILITATION STUDY

Implemented sampling plan and treatability study for municipal water supply. Performed feasibility study for a 5.8-MGD iron and manganese removal facility.

WATER SYSTEM RRA AND ERP UPDATE

Managed project designed to bring City into compliance with the America's Water Infrastructure Act of 2018.



JOSH JUHL

WATER & WASTEWATER ENGINEER

Josh is a design engineer and technical consultant on municipal and industrial water and wastewater treatment projects. He brings eight years of experience as a municipal water and wastewater treatment plant operator to his current role as a consulting engineer. He enjoys applying his experience of day-to-day operations to the technical side of design and coordination with client owners and operators.

EXPERIENCE

CITY OF WYOMING | MICHIGAN CLEAN WATER PLANT

Operator for biological phosphorus removal activated sludge treatment facility. The facility included headworks with mechanical bar screens and vortex grit separators, primary clarifiers, aerations basins with diffused air blower system, final clarifiers with return and waste pumping, WAS thickening by centrifuge, and chlorine disinfection. Solids handling was accomplished via lime stabilization and land application.

CITY OF JACKSON, MICHIGAN DIGESTER SYSTEM IMPROVEMENTS

Designed digester system improvements for the City's WWTP. Improvements included digester and supporting systems replacement including sludge heating equipment, gas handling equipment, and new pumping systems for mixing and sludge transfer.

CITY OF MT. PLEASANT, MICHIGAN WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS

Designed secondary and solids handling improvement for the City of Mt. Pleasant WRRF. Improvements included replacement of existing trickling filters with an activated granular sludge system, retrofit of existing final clarifiers to function as primary clarifiers, and retrofit of existing primary clarifiers to function as gravity sludge thickeners.

CITY OF OWOSSO, MICHIGAN WASTEWATER TREATMENT PLANT IMPROVEMENTS

Designed secondary and tertiary improvements for the City of Owosso WWTP. Improvements included rehabilitation of existing trickling filters, new tertiary disc filters, and new UV disinfection system.

CITY OF LANSING, MICHIGAN WASTEWATER TREATMENT PLANT MASTER PLAN

Developed a master plan for the City of Lansing WWTP, a 49-MGD conventional activated sludge treatment facility. The master plan included a hydraulic profile, preliminary, alternatives analysis, and cost benefit analysis of identify short- and long-term payback for capital expenditure.

CITY OF EAST LANSING | MICHIGAN WWTP

Operator for conventional activated sludge treatment facility. The facility included headworks with aerated grit chamber and equalization basin, rectangular primary clarifiers with chain driven mechanical flights and ferric chloride added, aeration basins with coarse air blower system, final clarifiers with return and waste pumping, and WAS thickening by DAF. Tertiary treatment included sand filters and hypochlorite disinfection. Solids handling was accomplished via belt press and landfill.

YEARS OF EXPERIENCE

3 years — Fishbeck

11 years — total

EDUCATION

BS in Engineering with
Civil and Environmental
Concentration, Calvin
University

AA in Water Resources
Management, Bay College

REGISTRATIONS/ CERTIFICATIONS

Engineer-in-Training

EGLE Class A Municipal
Wastewater

EGLE F-4 Water Filtration

EGLE S-4 Water Distribution

MEMBERSHIPS

American Water
Works Association

Michigan Water
Environmental Association



CARL OTTE, PE

SENIOR STRUCTURAL ENGINEER

As Structural Director of Engineering, Carl's primary responsibilities include executing quality control procedures and performing or assigning quality reviews, setting fees, supporting marketing efforts, and maintaining the structural design and graphics standards.

Carl has vast experience in structural engineering design, project management, and construction administration on a wide variety of projects. He is primarily involved with structural design utilizing steel, reinforced concrete, and masonry, but has also designed timber structures. His experience encompasses all phases of the project including schematic design, preparation of construction documents, and construction administration.

YEARS OF EXPERIENCE

40 years — Fishbeck

40 years — total

EDUCATION

Advanced AutoCAD, AutoLISP, and AutoCAD Customization Training

BSE in Civil Engineering, Calvin College

REGISTRATIONS/CERTIFICATES

Professional Engineer – Michigan, Arizona, Indiana, Kansas, Nebraska, Utah, Wisconsin

MEMBERSHIPS

American Concrete Institute

American Institute of Steel Construction

American Society of Civil Engineers

National Society of Professional Engineers

EXPERIENCE

WASTEWATER PROCESS

MONTGOMERY COUNTY ENVIRONMENTAL SERVICES | KETTERING, OHIO EASTERN REGIONAL WATER RECLAMATION FACILITY

Concrete inspections and structural design.

DRYDEN ROAD PRETREATMENT FACILITY AND PUMPING STATION

Concrete inspections and structural design.

OAKLAND COUNTY, MICHIGAN

WWTP concrete inspections and structural design.

CITY OF LEBANON, OHIO

WWTP AERATION CLARIFICATION TANKS CONCRETE WALL REHABILITATION

Concrete inspection structural design.

CITY OF SCHOOLCRAFT, MICHIGAN

Structural design of treatment facility.

CITY OF SANDUSKY, MICHIGAN

Wastewater treatment building improvements and tank design.

CITY OF GRAND LEDGE, MICHIGAN

Headworks building and tank design.

INDUSTRIAL

AMWAY | ADA, MICHIGAN

NUTRITIONAL SUPPLEMENT MANUFACTURING PLANT

Renovated 60,000 sf of existing warehouse space into a new 2-story, modern, efficient manufacturing space.

SARA LEE BAKERY | TRAVERSE CITY, MICHIGAN

WWTP.

ABBOTT LABS | STURGIS, MICHIGAN

WWTP building design.

CARL OTTE, PE

SENIOR STRUCTURAL
ENGINEER

WATER PROCESS

LAKE TOWNSHIP, MICHIGAN

WTP improvements and tank design.

CITY OF SOUTH HAVEN, MICHIGAN

Structural design and BIM modeling for water filtration plant.

CITY OF GRAND RAPIDS, MICHIGAN

LMFP PRETREATMENT IMPROVEMENTS

Structural design.

CITY OF LUDINGTON, MICHIGAN

LUDINGTON WTP PRETREATMENT IMPROVEMENTS

Structural design.

WATER DISTRIBUTION

CITY OF ROCKFORD, MICHIGAN

Pump station.

CITY OF CEDAR SPRINGS, MICHIGAN

Well house structural design.

STORMWATER

CITY OF GRAND RAPIDS, MICHIGAN

Diversion chamber designs.

GOVERNMENTAL

VAN BUREN COUNTY ROAD COMMISSION | LAWRENCE, MICHIGAN

Building design.

OTHER

WELCH'S | LAWTON, MICHIGAN

Pivot building structural design.

WOODBIDGE AUTOMOTIVE | LANSING MICHIGAN

Bridge crane support designs.

BENTELER AUTOMOTIVE | GRAND RAPIDS, MICHIGAN

Rack evaluation.

STEAM DISTRIBUTION

MICHIGAN STATE UNIVERSITY | EAST LANSING, MICHIGAN

Various structural design and inspection projects in connection with the University's steam and utility distribution tunnel system.

UNIVERSITY OF MICHIGAN | ANN ARBOR, MICHIGAN

Various structural design and inspection projects in connection with the University's steam and utility distribution tunnel system.

LANSING BOARD OF WATER AND LIGHT | LANSING, MICHIGAN

MANHOLE 510 REPLACEMENT

Designed a replacement vault for piping and pressure reducing valves for low-, medium-, and high-pressure steam.

Project Experience

04



WWTP IMPROVEMENTS CITY OF LUDINGTON, MICHIGAN

PROJECT DATA

Completion Date: 2020

Construction Cost: \$18 million

REFERENCE

Chris Cossette

231.843.3190

Fishbeck assisted the City with improvements to their WWTP and collection system by providing planning, design, and construction administration services.

The City's existing WWTP consists of aerated lagoons, final clarifiers, and chlorination. Increased flow and loading has necessitated treatment improvements. The upgrades were designed to treat the significant industrial loading observed in recent years.

WWTP improvements included constructing a new headworks building with septage receiving, mechanical bar screen, and vortex grit removal; converting one of the existing lagoons to an equalization basin, two extended aeration treatment basins, and two biosolids storage basins; replacing final clarifier mechanisms; constructing a baffled/serpentine-walled chlorine contact tank and implementing dechlorination equipment; replacing clarifier feed pumps, return activated sludge pumps, treatment blowers, and the pumps at the main collection system pump station; and upgrading the electrical system and installing stand-by power generators.

Fishbeck also helped the City obtain a low-interest loan from Michigan's Water Pollution Control Revolving Fund (State Revolving Fund, SRF).



WWTP CWSRF 2022 IMPROVEMENTS

CITY OF JACKSON, MICHIGAN

PROJECT DATA

Design Completion: May 2022
Construction Completion:
Expected July 2025

REFERENCE

Mike Osborn
517.914.6949

Fishbeck assisted the City with improvements to their WWTP. This project involved developing a funding project plan, designing improvements, and overseeing construction services. The overall project included improvements to crucial components, e.g., the secondary aeration blowers, primary clarifiers, and electrical power distribution equipment.

The existing process aeration blowers, ranging from 150 to 350 HP, were showing signs of deterioration and surpassing their expected lifespan. Since these blowers play a critical role in the secondary aeration process by supplying air to seven aeration tanks, their replacement was imperative. After careful evaluation during the design phase, magnetic bearing centrifugal turbo compressors emerged as the most cost-effective solution, fitting neatly within the existing building space. The plan entails replacing five old blowers with three high-efficiency turbo compressors. These new compressors will feature dissolved oxygen control for adjusting their operation and modulating valve control for precise airflow regulation to each of the seven aeration tanks.

Alongside the blower replacement, the project includes upgrading the three electrical unit substations housed in the same facility. The design process involved navigating a complex construction sequence to ensure continuous process aeration during the transition period. This transition also ensures uninterrupted power supply during the shift from five blowers to three turbo compressors and the consolidation of three unit substations into a single double-ended unit substation.

Fishbeck played a pivotal role in facilitating the City's access to financing by assisting them in securing a low-interest loan from Michigan's Water Pollution Control Revolving Fund (State Revolving Fund, SRF).



PROJECT DATA

Phase 1 Completion: June 2021

Phase 1 Cost: \$1.4 million

Phase 2 Design: March to Oct. 2021

REFERENCE

Mary Koeger, PE

Operations Engineer

248.534.3717

WALLED LAKE-NOVI WWTP TREATMENT TANK IMPROVEMENTS PHASE 1

OAKLAND COUNTY WATER RESOURCES COMMISSIONER | NOVI, MICHIGAN

Fishbeck is providing design, construction administration, and observation services for the OCWRC at the Walled Lake-Novi WWTP for improvements to the four secondary treatment tanks. Each treatment tank includes an outer aeration tank section, with a clarifier in the center.

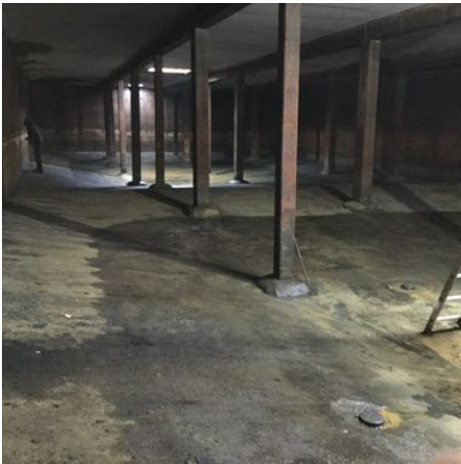
The four tanks are of varying ages and styles. The three older tanks were from the 1970s and 1980s, with a suction tube/organ pipe style clarifier, and a steel dividing wall between the aeration and clarifier sections. These steel walls had areas of degradation in need of repair.

The fourth tank was from the 1990s, with a tapered suction header style clarifier, and a concrete dividing wall. The aeration header in the fourth tank was located across the water line with resulting corrosion and section loss from the bottom of the tank, and needed replacement.

The main focus of the project was to replace the four clarifier mechanisms. The plant administrators wanted to convert the three older tanks to match the fourth tapered suction header clarifier type. While each tank was out of service, the opportunity was taken to address any necessary concrete or steel repairs.

The project was completed in two phases and included:

- Clarifier internals replacement, including center drives, weirs, and baffles.
- Concrete pipe and center pier modifications to convert three of the four clarifier styles.
- Aeration header piping and scum valve replacement.
- Concrete repair and rehabilitation, including floor slab replacement in one tank.
- Structural steel repair.
- Coating applications.
- Lawn restoration.



WWTP STRUCTURAL CONCRETE INSPECTIONS

COMMERCE TOWNSHIP, MICHIGAN

PROJECT DATA

Cost: \$49,500

REFERENCE

Mary Koeger
248.858.0958

In 2019 and 2020, Fishbeck performed a Level 1 structural inspection of specific process concrete structures at the owner's request, after facility staff observed that some external concrete tanks throughout the plant were showing concrete damage likely requiring localized repair.

Four specific areas were initially identified by the owner. Fishbeck is providing technical specifications and repair details for the observed areas of damage in these locations, which include:

- A clarifier with cracking and spalling at one exterior joint location.
- A building with general areas of cracking and spalling on exterior walls.
- Two oxidation ditches, with cracking and spalling on one exterior wall, and exposed rebar on another exterior wall.

The scope of work also included a general level 1 inspection of the exterior cover and interior of a precast buried sludge storage tank, which is segmented into seven cells. Four smaller cells are currently used in daily operation for sludge handling. The three larger cells had been out of use for several years, and the owner was making plans to repurpose these cells for use in a new sludge handling process and wished to know their condition. For these interior tank inspections, each cell was drained and cleaned by the owner prior to the inspection.



WWTP PRIMARY CLARIFIER IMPROVEMENTS

GENESEE CO. DRAIN COMMISSIONER, DISTRICT 3 WRRF | LINDEN, MICHIGAN

PROJECT DATA

Completion Date: 2017

REFERENCE

Brian Ross
District 3 WRRF Superintendent
810.735.7135

The Genesee County Drain Commissioner's Division of Water and Waste Services retained Fishbeck in the fall of 2016 to design the replacement of mechanisms for the facility's two 30-foot diameter primary clarifiers.

The WRRF's existing mechanisms were installed in the 1970s and had been upgraded in 1988. In both clarifiers, the equipment had reached the end of its useful service life and required replacement.

The project replaced the existing influent well, along with the mechanisms. Fishbeck worked with WRRF staff to select the mechanism materials that best fit the GCDC's expected performance factors and replacement budget. Fishbeck also examined influent and effluent modifications using energy dissipation modifications to improve performance.



WRRF PRIMARY CLARIFIER IMPROVEMENTS

CITY OF IONIA, MICHIGAN

PROJECT DATA

Completion Date: December 2016
Construction Cost: \$379,615

REFERENCE

Chris Kenyon, Director of Public
Utilities
616.523.0165

The City of Ionia Water Resource Recovery Facility (WRRF) serves the City of Ionia and portions of the surrounding townships. Fishbeck has worked with the City to identify, plan, and complete a number of improvements at the WRRF.

The City retained Fishbeck to design the replacement of two primary clarifier mechanisms, each 50 feet in diameter, with new stainless steel mechanisms in 2016. The existing mechanisms were originally installed in 1976 and beyond their useful design life. In addition, the existing flocculation air diffusers were replaced. The project was completed in December of 2016.

Fishbeck assisted the City in replacing the final clarifier mechanisms, each 65 feet in diameter, with stainless steel mechanisms the next year.



AERATION/CLARIFIER TANK CONCRETE REHABILITATION CITY OF LEBANON, OHIO

Aeration/Clarifier Tanks 3 and 4 at the City of Lebanon Wastewater Treatment Plant are 153 feet in diameter with 17-ft.-high exterior walls. They are equipped with a rotating aeration arm attached to drive wheels that ride on the top surface of the tanks.

In June 2016, the City contracted Fishbeck to study the nature and extent of concrete deterioration in the tanks. The study involved reviewing existing documents and concrete testing reports and developing a concrete testing plan.

In September 2016, Fishbeck was retained to implement the concrete testing plan and design improvements to the tanks. Concrete testing included electromagnetic testing to determine the location and depth of reinforcing steel near the top of the tanks, impact echo testing to characterize concrete integrity near the top of the walls, and drilling of 4-inch concrete cores in the top surface of the walls and laboratory testing of the cores for compressive strength. Based on the testing results, Fishbeck developed a design that called for saw-cutting and removal of the top 12 inches of concrete around the top of the tanks, placement (drilling and grouting) of new reinforcing steel, placement of 12 inches of new concrete, and application of top coating at the top of the new concrete to seal the concrete and assist with traction of the aeration arm drive wheels.

In March 2018, the City contracted Fishbeck to provide limited construction phase engineering services. The services included moderating the preconstruction meeting, reviewing shop drawings, and inspecting reinforcing steel and formwork preparatory to concrete pours.



PROJECT DATA

Design Completion: Spring 2018

REFERENCE

Darren Owens
Director of Public Works
513.228.3701

Cost of Services

05

Fee Summary

Task 1 - Design Phase	\$15,560
Task 2 - Equipment Procurement	\$30,420
Task 3 - Bidding Phase	\$5,450
Task 4 - Construction Phase	\$42, 450
Total Fee	\$93,880

Hourly Breakdown

	Task 1	Task 2	Task 3	Task 4	Total Project
Principal	1	3	1	0	5
Project Manager	16	26	10	33	85
Process Engineer	66	126	14	212	418
Senior Electrical Engineer	7	6	1	14	28
Structural Engineer	0	5	1	4	10
Senior Technician	0	12	2	10	24
Production Support	6	5	4	7	22
Senior Estimator	4	12	0	0	16
All Project Staff	100	195	33	280	608

Required Forms

06

BID/PROPOSAL FORM**Bid/Proposal for Engineering, Design, and Project Oversight Services for the
Wastewater Treatment Plant Primary Improvements**

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 City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, DUNS #: <u>05061-9857</u>		

Are you, or the business owner related to an elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list individuals' name(s) and relationship(s):		

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

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

BID/PROPOSAL FORM CONTINUED

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State bid price as per the specifications included herein. \$ 93,880

Fishbeck

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

John Willemin, Senior Vice President

[Printed name and title of person signing]



[2nd signature for proponent]

Dave Baar, Vice President

[Printed name and title of 2nd person signing]

Date signed: 6/30/2025

1515 Arboretum Dr. SE

[Proponent's street address]

616.464.3801

[Proponent's business phone]

Grand Rapids, MI, 49546

[City]

[State]

[Zip]

616.485.3931

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

jwillemin@fishbeck.com

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

Professional Corporation, Michigan

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

CITY OF WYOMING

Bid/Proposal for Engineering, Design, and Project Oversight Services for the Wastewater Treatment Plant Primary Improvements

PROFESSIONAL SERVICES 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: **Fishbeck**

[Name of contracting entity]
A Professional Corporation, Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
1515 Arboretum Dr. SE
[Professional's street address]
Grand Rapids, MI 49546
[Professional's city, state & zip]

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

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

Effective Date means: July 1, 2025.

Proposal means Contractor's proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A. S

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

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:

- Contractor will perform the Services and provide the deliverables as detailed in the RFP and Proposal.
- City will pay the Professional in accordance with the Proposal.
- 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 10-Materials and Equipment Information, Quality, Disposal, and Related Requirements, 11-Restoration, and 12-Access to Work do not apply this Contract.

- If the Services include preparation of bid documents, Contractor must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Contractor. Any bid documents Contractor provides must show that Contractor or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
Approved as to form:

City Attorney _____
Greg Stremers, City Attorney

Contractor: Fishbeck

By: _____
[Signature officer, director, or principal of Contractor]
John Willemin, Senior Vice President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: June 30, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546		CONTACT NAME: Ana Potroanchenu PHONE (A/C, No, Ext): 616-575-2369 E-MAIL ADDRESS: anap@insuredwithcollins.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Old Republic Ins Co	
		INSURER B: The Continental Insurance Company	
		INSURER C: Ace American Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 132157491 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY317013 25	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB317014 25	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034241134	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC317012 25	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Unmanned Aircraft Liability			SIHL1-R906	12/28/2024	12/28/2025	Each Occurrence 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as respects General Liability, Auto Liability & Excess Liability when required by written contract. Waiver of subrogation applies when required by written contract. Primary & Non-Contributory when required by written contract.

CERTIFICATE HOLDER

FOR PROPOSAL PURPOSES ONLY 1515 Arboretum Drive Grand Rapids MI 49546 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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FISHTHO-01

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED Fishbeck, Thompson, Carr & Huber, Inc. 1515 Arboretum Drive Grand Rapids, MI 49546	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Insurance Company A(XV)		35289
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			AEH254038073	2/1/2025	2/1/2026	Per Claim Limit 5,000,000
A				AEH254038073	2/1/2025	2/1/2026	Aggregate Limit 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with policy terms and conditions.

For Proposal Only

CERTIFICATE HOLDER

CANCELLATION

For Proposal Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i> Jared Maxwell </i>

STAFF REPORT

Date: July 15, 2025
Subject: Precinct Consolidation
From: Kelli VandenBerg, City Clerk
Meeting Date: July 21, 2025 – Informational Item
August 4, 2025 – Resolution for Council Consideration

RECOMMENDATION:

It is recommended that the City Council approve the proposed precinct consolidations.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Since 2018 several significant changes have occurred to the Michigan Constitution and election law that have expanded voting opportunities beyond traditional in-person Election Day precincts. Proposal 3 of 2018 eliminated the six statutory reasons that granted voters access to absentee ballots, this created “no reason” absentee voting and gave all Michigan voters access to absentee voting. Proposal 2 of 2022, among other things, provides for nine days of early voting before all state and federal elections. Early voting allows voters to cast and tabulate a ballot just as they would on Election Day. As a result of these changes, voter participation at traditional Election Day precincts has declined over the last several election cycles.

Recognizing this shift in voting habits, PA 227 of 2023 was approved, allowing for an increased number of voters per precinct. Previously, precinct size was limited to 2,999 voters. Taking this cap and other factors into consideration, Wyoming has hosted 30 precincts for over 20 years. PA 227 of 2023 increased precinct size to 4,999 voters, giving communities the option to reduce the overall number of precincts through consolidation. Many Michigan communities have completed some level of consolidation, including several in Kent County.

There are many factors considered in consolidating precincts, including boundaries for state house districts, county commission districts, ward boundaries and school district boundaries, voter turnout patterns, facilities available to host elections, and future development opportunities. There are also requirements within state law that precincts be contiguous and have clearly defined and observable boundaries. Keeping all of this in mind, staff has carefully

developed a precinct consolidation proposal that would reduce the total number of precincts from 30 to 18.

Reducing the number of precincts would alter operational and logistical practices that would result in cost savings. One area of savings would come from a reduction in the overall number of election inspectors needed to operate Election Day precincts. Wyoming often hosts 3 elections per year, so as demonstrated below, total savings related to election inspector pay could exceed \$10,000 annually.

	30 Pcts		18 Pcts		Notes
	#	Cost	#	Cost	
Chairperson	30	\$7,800	18	\$4,680	1 chairperson/pct. \$260/each
Inspectors	90	\$18,900	90	\$18,900	3 inspectors/pct. for 30 pcts.@ \$210 each 5 inspectors/pct. for 18 pcts.@ \$210 each
Insp. Bonus	30	\$750	18	\$450	1 inspector/pct. @ \$25/inspector
Training	90	\$2,250	81	\$2,025	Approx. 75% of inspectors @ \$25 each
Total		\$29,700		\$26,055	Approx. savings of \$3,645 per election

Election equipment preventative maintenance is another area where a reduction in precincts would translate to reduced costs. These annual preventative maintenance fees are charged on a per unit basis and the number of units is tied to the number of precincts. Some of the equipment released through precinct consolidation could also be reallocated as spares or to establish or supplement an additional early voting site. Outfitting an additional early voting site comparable to our 2024 operation would cost more than \$18,000 for three tabulators and one voter assist terminal.

	30 Pcts		18 Pcts		Notes
	#	Cost	#	Cost	
Tabulators	33	\$12,375	24	\$9,000	\$375/unit, one unit/pct., add'l units for spares and/or early voting
Voter Assist Terminal	23	\$5,520	20	\$4,800	\$240/unit, one unit/polling location, add'l units for spares or early voting
High Speed Scanners	2	\$11,030	2	\$11,030	\$5,515 per unit, only used at AV counting board
Total		\$28,925		\$24,830	Approx. savings of \$4,095 per year and no add'l costs for spares or EV equipt.

Finally, a much larger savings potential comes from future replacement of election equipment. The equipment currently in place is contracted through 2028 and was purchased in cooperation with the State of Michigan with significant grant funding. These grant funds are mostly depleted, and clerks have been advised to prepare to purchase new equipment without state support. Some estimates suggest planning for costs more than \$10,000 per precinct. Even with additional pieces of equipment to support absentee and early voting, savings from purchasing equipment for 18 precincts versus 30 precincts could exceed \$100,000.

While cost savings is an important component of this process, ensuring smooth precinct operations and a positive voting experience is still the primary objective. Given that in most elections a majority of Wyoming voters (55%) are consistently voting through absentee or early voting options, most voters will feel no difference in their voting experience. For the roughly 45% of voters who still chose to participate through in-person Election Day voting, changes should be

minimal. Besides a precinct number change or possibly reporting to a new location, the only other change they might see are more active polling locations. This consolidation does not include putting any new facilities into operation, so all facilities are known to us and are ADA compliant. Even driving (or walking) distance to a polling place will be mostly unchanged because most voters will still be reporting to the same polling location. In cases where polling location changes are being made, most voters are still within a 10-minute drive of their new location, and some are actually closer. Finally, knowing that each precinct will be assisting more voters, we intend to staff more inspectors per precinct than the current model.

In addition to communicating this to voters through the issuance of new voter ID cards as required, social media posts and a webpage will be available to help introduce and explain this to voters. New voter ID cards will include contact information for the City Clerk's Office and a QR code that will bring voters to the web page explaining this change. We also intend to share this change in the Wyoming Record.

BUDGET IMPACT:

While a significant portion of the budget impact of this proposal is savings, it is anticipated the printing and mailing of new voter ID cards will cost approximately \$17,000. Funds are available in the Clerk – Elections fund to address this cost and a budget amendment will be provided for Council's consideration as needed.

Attachment(s):

New Precinct Map with Proposed Consolidations

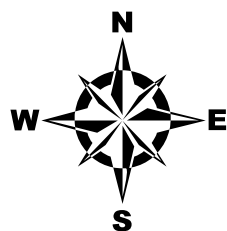
CITY OF WYOMING

WY | MI

MICHIGAN

- City Facility
- School Facility
- City Park

0 1,200 2,400 Feet



- ★ Polling Locations

- Ward 1, Precinct 1
Godwin Phys Ed Building, 31 36th St SW
- Ward 1, Precinct 2
Ideal Park (Activity Center), 320 56th St SW
- Ward 1, Precinct 3
Fire Station #3 Community Room, 2300 Gezon Pkwy SW
- Ward 1, Precinct 4
Sunset Park Church of God, 3450 Michael Ave SW
- Ward 1, Precinct 5
Grand Rapids First Church, 2100 44th St SW
- Ward 1, Precinct 6
Together Church, 2950 Clyde Park Ave SW
- Ward 2, Precinct 7
Wyoming Public Library, 3350 Michael Ave SW
- Ward 2, Precinct 8
Wyoming Senior Center, 2380 DeHoop Ave SW
- Ward 2, Precinct 9
Pinery Park Lodge, 2301 DeHoop Ave SW
- Ward 2, Precinct 10
Grace Christian University, 1011 Aldon St SW
- Ward 2, Precinct 11
Moose Lodge No. 763, 2630 Burlingame Ave SW
- Ward 2, Precinct 12
Grace Reformed Church, 3330 Burlingame Ave SW
- Ward 3, Precinct 13
Calvary Christian Reformed Church, 3500 Byron Center Ave SW
- Ward 3, Precinct 14
Westwood Apartments, 2450 36th St SW
- Ward 3, Precinct 15
Christ Lutheran Church, 2350 44th St SW
- Ward 3, Precinct 16
Bethany United Reformed Church, 5401 Byron Center Ave SW
- Ward 3, Precinct 17
Resurrection Life Church, 5100 Ivanrest Ave SW
- Ward 3, Precinct 18
Resurrection Life Church, 5100 Ivanrest Ave SW

